



BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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Application of SFPP, L.P. (PLC9) for authority,
pursuant to Public Utilities Code Section 455.3, to
change its rates for pipeline transportation services
within California.

Application 12-01-015
(Filed January 30, 2012)

And Related Matters

Case 12-03-005
Case 12-03-006
Case 12-03-007
Case 12-04-004
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Case 12-04-007

**MOTION OF SFPP, L.P. FOR ADOPTION OF PROTECTIVE ORDER AND
ADOPTION OF ACCESS AGREEMENT**

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Date: June 7, 2012

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**TO: The Honorable Karl J. Bemserfer
Presiding Administrative Law Judge**

Pursuant to Rule 11.1 of the California Public Utility Commission’s (“Commission” or “CPUC”) Rules of Practice and Procedure, SFPP, L.P. (“SFPP”) hereby requests that the Presiding Judge issue an order (1) adopting the protective order attached hereto as Appendix 1 (“Protective Order”) and (2) adopting the access agreement attached hereto as Appendix 2 (“Access Agreement”). The proposed Protective Order allows confidential information to be provided to the Participants¹ and to their outside counsel and consultants, as more fully described in the proposed order. The Access Agreement will allow the Participants to use a secure, virtual data room (“Data Room”) to view, print, and/or download materials or information posted by

¹ The Participants include SFPP and the Complainants, who are ConocoPhillips Company, Southwest Airlines Co., BP West Coast Products LLC, Chevron Products Company, ConocoPhillips Company, Valero Marketing and Supply Company, Ultramar, Inc., ExxonMobil Oil Corporation, and Tesoro Refining and Marketing Company.

SFPP in this proceeding (*i.e.*, the production of documents pursuant to the discovery process and the service of testimony pursuant to the procedural schedule) and will allow for discovery in this proceeding to be conducted in a more efficient and cost-conscious manner.

SFPP represents that attached Protective Order included herein as Appendix 1 and the attached Access Agreement included herein as Appendix 2 have been previously distributed to counsel for Participants, BP, ExxonMobil, Phillips 66, Valero, Tesoro, Chevron and the Airlines and incorporate all of their suggested revisions.

I. PROTECTIVE ORDER

The Protective Order will permit the disclosure of certain documents and information protected by Section 15(13) of the Interstate Commerce Act (“ICA”) and of certain documents of a commercially-sensitive, proprietary, or personal nature. The proposed Protective Order is attached to this motion as Appendix 1.

Section 15(13) of the ICA prohibits the disclosure of certain information pertaining to the business activities of an oil pipeline’s shippers. While CPUC-jurisdictional transportation is not subject to the ICA, information that SFPP provides in its CPUC cost of service does reveal interstate volumes that are subject to Section 15(13) of the ICA. The proposed Protective Order will permit the production of information covered by ICA Section 15(13). The proposed Protective Order will also allow for certain information to be designated as “Highly Confidential Protected Materials” where necessary because of the commercially-sensitive, proprietary, or personal nature of the information. Although SFPP cannot predict whether commercially-sensitive or proprietary materials will be sought throughout the discovery process of this proceeding, SFPP plans to use the “Highly Confidential Protected Materials” designation in a limited manner. Access to the documents designated as “Highly Confidential Protected

Materials” will be restricted to a smaller number of Reviewing Representatives² than the documents designated as “Protected Materials.” Further, the proposed Protective Order will ensure that the Protected Materials, Highly Confidential Protected Materials, and ICA Section 15(13) Protected Materials (as those terms are defined in the Protective Order) will constitute service under seal as required by the Protective Order.

II. DATA ROOM AND ACCESS AGREEMENT

SFPP will establish the Data Room, a password-protected website, to be used solely for Participants to view, print, and/or download materials and information posted by SFPP for use in this proceeding. Narrative initial and supplemental data responses will be posted in the Data Room and organized in an accessible manner (*e.g.*, according to the requesting party). Bates labeled documents will be posted in numerical order and organized in electronic folders according to their protected status under the Protective Order. This organizational structure will permit SFPP to ensure that the documents in each folder are accessible only to those Data Room users who are permitted to access such documents pursuant to the Protective Order. Each document posted in the Data Room will bear the date such document was posted. SFPP will alert the Participants by e-mail that a data response has been posted in the Data Room; SFPP’s e-mail alert will be transmitted on the same day of such posting and will identify the requesting party and the set of data requests to which the posted data response is responsive. Any supplements or corrections to responses previously posted will not result in deletion or

² Paragraph 23(d) states that “[i]n the case of Highly Confidential Protected Materials, the term ‘Reviewing Representative’ shall mean a person who has signed a Non-Disclosure Certificate (unless not required pursuant to Paragraph 9(a)) and who is: (1) an outside counsel who has made an appearance in this proceeding for a Participant; (2) an attorney, paralegal, or other employee associated for purposes of this case with an attorney described in Subparagraph 23(d)(2); (3) an outside expert or an employee of an outside expert retained by a Participant for the purposes of advising, preparing for or testifying in this proceeding; or (4) a person designated as a Reviewing Representative for purposes of Highly Confidential Protected Material pursuant to Paragraph 23(g).”

modification of prior responses, but will be identified, as appropriate, as supplemental or corrected responses.

Allowing the Participants the use of the Data Room, in conjunction with other methods for the production of documents and electronically-stored information, will allow for discovery in this proceeding to be conducted in a more efficient and cost-conscious manner. By signing the Access Agreement, the Participants are agreeing that SFPP will be permitted to electronically produce in the Data Room documents that are kept in paper form in the usual course of business.

III. CONCLUSION

For the foregoing reasons, SFPP respectfully requests that the Presiding Judge issue an order (1) adopting the proposed Protective Order attached hereto as Appendix 1, and (2) adopting the proposed Access Agreement attached hereto as Appendix 2, as appropriate in the context of the current and evolving scope of discovery and testimony in this proceeding. Appendix 3 hereto sets forth a proposed form of order granting SFPP's motion for adoption of a protective order and access agreement.

Respectfully submitted this 7th day of June, 2012 at San Francisco, California.

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By /s/ James D. Squeri
James D. Squeri

Attorneys for SFPP, L.P.

Appendix 1

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

Application of SFPP, L.P. (PLC9) for authority, pursuant to Public Utilities Code Section 455.3, to change its rates for pipeline transportation services within California.

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PROTECTIVE ORDER

(Issued June ___, 2012)

1. This Protective Order shall govern the use of all Protected Materials produced by, or on behalf of, any Participant. Notwithstanding any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Presiding Administrative Law Judge (“Presiding Judge”) or the California Public Utilities Commission (“Commission”).
2. This Protective Order applies to the following category of materials:
A Participant 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.
3. Definitions -- For purposes of this Order:
 - (a) The term “Participant” shall mean any party to this proceeding.
 - (b) (1) The term “Protected Materials” means
 - (A) materials (including depositions) 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 materials which are made subject to this Protective Order by the Presiding Judge, by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants;
- (D) notes of Protected Materials; and
- (E) copies of Protected Materials.

The Participant producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials.

Where a duly qualified Reviewing Representative is provided direct access to materials in the offices of a Participant or in other repositories, the producing party may wait until after such review to designate any materials as protected without waiving the right to make such designation. In the case of such on-premises review, any copies of such materials shall be submitted to the producing party for review and marking with the appropriate legend prior to removal of such materials from the premises. As it relates to notes or other compilations regarding the contents of such materials, the Reviewing Representative will identify the documents that the notes or compilations are taken from so that the producing party can review and mark the Bates numbered documents or portions thereof with the appropriate legend which will determine the confidential status of the notes or compilations.

- (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 3(b)(1). Notes of Protected Materials are subject to the same restrictions provided in this order for Protected Materials except as specifically provided in this order.
- (3) Protected Materials shall not include:
 - (A) any information or document that has been filed with and accepted in the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state

court, unless the information or document has been determined to be protected by such agency or court,

- (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order, or
 - (C) information that a Reviewing Representative obtains through other legal means without any obligation to keep the information or documents 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. All Non-Disclosure Certificates shall be served on all Participants.
- (d) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate (unless not required to by Paragraph 8(a)) and who is:
- (1) an attorney who has made an appearance in this proceeding for a Participant;
 - (2) attorneys, paralegals, and other employees or copy or graphics service under their direction associated for purposes of this case with an attorney described in Subparagraph (1);
 - (3) an expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for or testifying in this proceeding;
 - (4) a person designated as a Reviewing Representative by order of the Presiding Judge or the Commission; or
 - (5) employees or other representatives of Participants with significant responsibility for this docket; provided however that, unless the Presiding Judge rules otherwise, Section 15(13) Protected Material, as defined in Paragraph 21 herein, may not be reviewed by individuals who have supervisory responsibilities over the purchase, sale, marketing or exchange of petroleum products (including liquefied petroleum gases).

Protected Materials shall be made available under the terms of this Protective Order only to Participants and only through their Reviewing Representatives as provided in Paragraphs 7-9 below.

4. Protected Materials shall remain available to Participants until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the

date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Participants shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Participant that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. 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, all Protected Materials, and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6 below. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order.

5. 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 Paragraphs 8-9. The Commission shall place any Protected Materials filed with the Commission in a non-public file. By placing such documents in a non-public file, the Commission is not making a determination of any claim of confidentiality. The Commission retains the right to make determinations regarding any claim of confidentiality and the discretion to release information necessary to carry out its jurisdictional responsibilities.
6. 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 this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding, and who needs to know the information in order to carry out that person's responsibilities in this 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 be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

7. (a) If a Reviewing Representative's scope of employment includes the marketing of energy, the direct supervision of any employee or employees whose duties include the marketing of energy, or the provision of consulting services to any person whose duties include the marketing of energy, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Participant or any competitor of any Participant a commercial advantage.
- (b) In the event that a Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(d) above, the Participant shall seek agreement from the Participant providing the Protected Materials. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 3(d) above with respect to those materials. If no agreement is reached, the Participant shall submit the disputed designation to the Presiding Judge for resolution.
- (c) The producing party shall be given at least three (3) business days advance notice of the identity of each proposed Reviewing Representative of another Participant, other than a Reviewing Representative not required to execute a Non-Disclosure Certificate pursuant to Paragraph 8(a), who will review Protected Materials designated by the producing party. Such notice shall take the form of service on the producing party of a Non-Disclosure Certificate. In addition, by letter transmitting such certificate, the Participant shall state its intention to provide the person identified in the certificate access to Protected Materials and shall provide sufficient information about that person to permit his or her status under this Order to be ascertained. During such three-day period, the producing party may file an objection with the Presiding Judge that a proposed Reviewing Representative's access to specified Protected Materials would be inconsistent with Paragraph 3(d) above or would otherwise compromise trade secrets or confidential commercial or financial information of the objecting party. If the producing party does not file an objection with the Presiding Judge within the three-day period, Protected Materials may be disclosed to the person(s) covered by the notice. If an objection is filed by the producing party, Protected Materials

shall not be disclosed to the person(s) objected to prior to resolution of the pending objection by the Presiding Judge.

8. (a) 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; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel or copy or graphics service(s) under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Participant asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.
- (b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Protective Order.
9. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate or are exempted from executing a Non-Disclosure Certificate pursuant to Paragraph 8(a). In the event that any Reviewing Representative to whom 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 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and the certification.
10. Subject to Paragraph 17, the Presiding Judge shall resolve any disputes arising under this Protective Order. Prior to presenting any dispute under this Protective Order to the Presiding Judge, 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 the designation of which is contested. This Protective Order shall automatically cease to

apply to such materials fifteen (15) days after the notification is made unless the designator, within said 15-day period, files a motion with the Presiding Judge, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Participant seeking protection. If the Presiding Judge finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply.

11. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, 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 Presiding Judge and all Reviewing Representatives who are on the service list. For anything filed under seal, redacted versions, or where an entire document is protected, a letter indicating such will also be filed with the Commission and served on all parties on the service list and the Presiding Judge. Counsel for the producing Participant shall provide to all Participants who request the same, a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.
12. If any Participant desires to include, utilize or refer to any Protected Materials, or information derived therefrom in testimony or exhibits during the hearing in these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Participant shall first notify both counsel for the disclosing Participant and the Presiding Judge of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Material will be governed by procedures determined by the Presiding Judge.
13. Nothing in this Protective Order shall preclude any Participant from objecting to the use of Protected Materials on any legal grounds.
14. Nothing in this Protective Order shall preclude any Participant from requesting the Presiding Judge, 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 Presiding Judge may alter or amend this Protective Order as circumstances warrant at any time during the course of this proceeding.

15. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the Presiding Judge or the Commission.
16. All Protected Materials filed with the Commission, the Presiding Judge, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Order.
17. If the Presiding Judge finds at any time in the course of this proceeding 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 three (3) business days from the date of issuance of the Presiding Judge's determination, and if the Participant seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. None of the Participants waives its rights to seek additional administrative or judicial remedies after the Presiding Judge's decision regarding Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof.
18. Nothing in this Protective Order shall be deemed to preclude any Participant from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Order.
19. 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.
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 this (these) proceeding(s). Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

21. (a) The term “Section 15(13) Protected Material” means (a) materials (including portions of deposition transcripts) provided by SFPP, L.P. in response to discovery requests and designated by SFPP, L.P. as Section 15(13) Protected Materials pursuant to Paragraph 21(b) of the Protective Order; (b) any information contained in or obtained from such designated materials; (c) notes of Section 15(13) Protected Materials; and (d) copies or reproduction of such designated materials. Section 15(13) Protected Material shall not include any information that the shipper to whom such information pertains consents to having produced as Protected Materials under the other provisions of this Protective Order or produced outside the scope of this Protective Order.
- (b) Section 15(13), 49 U.S.C. § 15(13), prohibits disclosure of information pertaining to the business activities of oil pipeline shippers or consignees. Specifically, Section 15(13) of the Interstate Commerce Act provides as follows:

It shall be unlawful for any common carrier subject to the provisions of this part, or any officer, agent, or employee of such common carrier, or for any other person or corporation lawfully authorized by such common carrier to receive information therefrom, knowingly to disclose to or permit to be acquired by any person or corporation other than the shipper or consignee, without the consent of such shipper or consignee, any information concerning the nature, kind, quantity, destination, consignee, or routing of any property tendered or delivered to such common carrier for the interstate transportation, which information may be used to the detriment or prejudice of such shipper or consignee, or which may improperly disclose his business transactions to a competitor; and it shall also be unlawful for any person or corporation to solicit or knowingly receive any such information which may be so used.

SFPP, L.P. shall designate as “Section 15(13) Protected Material” any materials, permitted to be produced by this Protective Order, concerning the nature, kind, quantity, destination or routing of any products tendered or delivered to SFPP, L.P. for interstate transportation by or on behalf of a

specific shipper, when the identity of the shipper is contained in or may be discerned from the material to be provided, subject to the limitation set forth in Paragraph 21(a) of this Protective Order. Except as provided in Paragraph 3(b), Section 15(13) Protected Material shall bear the legend “Confidential Section 15(13) Protected Material: Disclosure Prohibited by Protective Order.” All references to Protected Materials in this Protective Order include “Section 15(13) Protected Material” consistent with the provisions of Paragraph 21(a) of this Protective Order.

- (c) Responses by SFPP, L.P. to discovery may involve the production of information that may be subject to Section 15(13) of the Interstate Commerce Act. Any such production must be contingent upon, and subject to, the terms of this Protective Order. Information designated as Section 15(13) Protected Material pursuant to Paragraph 22(b) of this Protective Order shall be made available under the terms of this Protective Order only to (i) Reviewing Representatives identified in Paragraph 3(d)(1)-(4) of this Protective Order, as modified by Paragraph 21, and (ii) Reviewing Representatives identified in Paragraph 3(d)(5) who are not Reviewing Representatives described in Paragraph 7(a) of this Protective Order. This Protective Order shall be deemed to lawfully authorize such Reviewing Representatives to receive, review, and utilize such materials for purposes of these proceedings in accordance with the terms of this Protective Order. Section 15(13) Protected Material may be made available to Reviewing Representatives other than those identified in Paragraph 3(d)(1)-(4) of this Protective Order, as modified by Paragraph 21, only upon order of the Presiding Judge or only with the consent of the specific shipper to whom the Section 15(13) Protected Material pertains.
- (d) Disclosure and use of information or material designated as Section 15(13) Protected Material under the terms of this Protective Order shall be deemed to constitute the giving of such information in accordance with 49 U.S.C. § 15(13) and pursuant to the proviso in 49 U.S.C. § 15(13), such that SFPP, L.P. will not be deemed to have contravened the prohibition of Section 15(13) by disclosing such information in accordance with the terms of this Protective Order. This Protective Order shall not be deemed to be a ruling with respect to the relevance

or materiality of any information and materials hereby permitted to be disclosed. Nor shall this Protective Order be deemed to compel disclosure of any information and materials that might be privileged, or otherwise immune from disclosure under applicable principles of law.

22. (a) A Participant may designate as “Highly Confidential Protected Materials” those materials that are of such a commercially sensitive nature among the Participants or of such a private, personal nature that the producing Participant is able to justify a heightened level of confidential protection with respect to those materials. For example, but without limitation, Highly Confidential Protected Materials may include information of a private, personal nature regarding employees or individuals not related to this litigation; customer-specific information; and information whose release to one or more Participants could result in competitive harm to any other Participant.
- (b) A Participant producing Highly Confidential Protected Materials shall physically mark them on each page “HIGHLY CONFIDENTIAL PROTECTED MATERIALS” and shall file them under seal and serve them under seal upon the Presiding Judge and the Reviewing Representatives. All copies of all documents reflecting Highly Confidential Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, 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.
- (c) In addition to the materials designated as “Protected Materials” pursuant to Paragraph 3(b)(1) of the Protective Order, the term “Protected Materials” also means materials (including depositions) provided by a Participant in response to discovery requests and designated by such Participant as “Highly Confidential Protected Materials.”
- (d) In the case of Highly Confidential Protected Materials, the term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate (unless not required to by Paragraph 8(a)) and who is:

- (1) an outside counsel who has made an appearance in this proceeding for a Participant;
 - (2) an attorney, paralegal, or other employee associated for purposes of this case with an attorney described in Subparagraph 22(d)(1);
 - (3) an outside expert or an employee of an outside expert retained by a Participant for the purposes of advising, preparing for or testifying in this proceeding; or
 - (4) a person designated as a Reviewing Representative for purposes of Highly Confidential Protected Material pursuant to Paragraph 22(g).
- (e) Access to materials marked “Highly Confidential Protected Materials,” including access to or discussion regarding such materials during the hearing and/or in prehearing conferences in this proceeding, shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraph 22(d).
- (f) In the event that any Reviewing Representative to whom Highly Confidential 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 22(d), access to Highly Confidential Protected Materials by that person shall be terminated.
- (g) In the event that a Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 22(d) above, the Participant shall seek agreement from the Participant providing the Highly Confidential Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraph 22(d) above with respect to those materials. If no agreement is reached, the Participant shall submit the disputed designation to the Presiding Judge for resolution.

23. The posting of Protected Materials, Section 15(13) Protected Materials, and Highly Confidential Protected Materials in a secure, electronic Data Room (“Data Room”) for viewing, printing, and/or downloading by Reviewing Representatives shall constitute service under seal pursuant to this Protective Order; however, access to Protected Materials, Section 15(13) Protected Materials, and Highly Confidential Protected Materials in the Data Room shall be restricted to the appropriate Reviewing Representatives pursuant to this Protective Order.

IT IS SO ORDERED.

Karl J. Bemesderfer
Presiding Administrative Law Judge

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Non-Disclosure Certificate

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of the California Public Utilities Commission.

By: _____

Printed name: _____

Title: _____

Representing: _____

Date: _____

Appendix 2

ACCESS AGREEMENT FOR SFPP, L.P. DATA ROOM IN A-12-01-015

This Access Agreement (“Access Agreement”) is entered into between SFPP, L.P. (“SFPP”) and _____ (“Participant”), a Participant in SFPP’s pending proceeding at the California Public Utilities Commission (“CPUC” or the “Commission”) in the proceeding involving Application No. 12-01-015 (“A-12-01-015”) to govern Participant’s access to SFPP’s A-12-01-015 Data Room (“Data Room”).

1. Security and Access.
 - a. Participant shall use the Data Room solely for the purpose of viewing, printing, and/or downloading materials or information posted by SFPP. After receiving Participant’s executed Access Agreement, SFPP will assign one or more logon I.D.s and passwords to Participant. Participant shall provide the logon I.D.s and passwords only to its attorneys, employees, agents, experts and employees of such experts, who are directly or indirectly engaged in representing Participant in A-12-01-015 (“Authorized Employees”). Participant agrees to take all necessary precautions to ensure that no other person or party, except its Authorized Employees, has access to the logon I.D.s and passwords. If, at any time, any Authorized Employee no longer requires access to the Data Room, Participant shall immediately take all reasonable steps to prevent access, including notification of counsel for SFPP. If Participant ceases to be a participant in A-12-01-015, Participant shall discontinue all use of the Data Room.
 - b. Except for the restricted right to utilize the Data Room for purposes of viewing, printing, and/or downloading materials or information posted by SFPP, as described above, Participant is granted no rights to use of the Data Room. Any other discovery shall be conducted pursuant to the Commission’s rules and regulations, and such discovery will not be conducted or maintained on the Data Room. Participant may view, print, and/or download materials or information

posted by SFPP in the Data Room. The use of documents designated as Protected Materials pursuant to the Protective Order in A-12-01-015 and any amendments thereto (“Protective Order”) shall be governed by the Protective Order. Participant shall properly utilize the Data Room in accordance with SFPP’s instructions, shall make no effort to improperly access the Data Room or the computers on which the Data Room operates, and shall make no effort to reverse-engineer the site or any aspect of the system on which it operates. SFPP will have access to a log maintained for each document that records the number of times each Authorized Employee accesses a particular document and the time stamp for the most recent access, and Participant hereby consents to SFPP having such access. However, SFPP shall have no obligation to monitor the activities of Authorized Employees.

2. Notwithstanding Participant’s access to the Data Room pursuant to this Access Agreement, nothing in this Access Agreement modifies or otherwise changes Participant’s or SFPP’s obligations under the Protective Order. In the event of an inconsistency or conflict between this Access Agreement and the Protective Order, the terms of the Protective Order shall control. The use of documents and information produced by SFPP in the Data Room (in contrast to the Data Room itself) is governed by the Commission’s rules and regulations and any applicable orders or rulings made by the Presiding Judge in A-12-01-015.
3. Participant agrees that, in the case of documents that SFPP keeps solely in paper format, SFPP may produce electronic copies of such documents, *i.e.*, in scanned pdf format, in the Data Room and paper copies of such documents need not be provided. SFPP agrees that, in the case of documents that are kept in electronic format, SFPP will produce electronic, native format copies of such documents in the Data Room without regard to whether those documents are also kept in paper format.
4. Participant agrees that SFPP may elect to produce voluminous and/or oversized responses on compact disc, DVD, USB drive, hard drive, and/or in hard copy rather than through posting in the Data Room.

5. SFPP agrees as follows:
 - a. SFPP will establish a folder or folders in the Data Room for each Participant requesting discovery from SFPP in A-12-01-015 for each set of data requests propounded on SFPP by that Participant. SFPP will post narrative initial and supplemental data responses in the Data Room in the folder or folders corresponding to the requesting Participant and its applicable set of data requests. For those responses that include documents posted in the Data Room, the narrative responses will include references to the Bates numbers of those documents. SFPP will also post a copy of its privilege log in A-12-01-015 in the Data Room.
 - b. SFPP will post Bates labeled documents in numerical order and organized in Data Room folders according to the protected status of each document pursuant to the Protective Order. SFPP will ensure that each document posted in the Data Room will bear the date such document was posted.
 - c. A paralegal or attorney representing SFPP will alert the Participants by e-mail that a data response has been posted in the Data Room; SFPP's e-mail alert will be transmitted on the same day as such posting and will identify the requesting Participant and the set of data requests to which the posted data response is responsive.
 - d. Any supplements or corrections to SFPP responses previously posted in the Data Room will not result in deletion or modification of prior responses but will be identified, as appropriate, as supplemental or corrected responses.
6. Participant or SFPP each shall have the right to terminate this Access Agreement at any time, with cause. Any dispute of termination of the Access Agreement for cause will be resolved by the Presiding Judge in A-12-01-015. Notwithstanding anything to the contrary herein, Participant agrees that SFPP may terminate Participant's access to the Data Room at any time after the earlier of: (1) the deadline for filing reply comments in A-12-01-015 ("Termination Date") as set forth in the Procedural Schedule adopted in A-

12-01-015 or any amendment thereto or (2) termination of this proceeding for any reason. Participant understands that it must print and/or download any documents posted in the Data Room prior to the Termination Date in order to ensure continued access to such documents after the Termination Date.

7. Participant shall not assign, license, or transfer this Access Agreement (except as part of the sale of the assets of Participant's business) without the express written consent of SFPP.
8. This Access Agreement shall be governed and construed in accordance with the rules and regulations of the California Public Utilities Commission.

ACCEPTED AND AGREED this ____ day of _____, 2012.

For: _____
(Participant)

By: _____
(Signature)

Print Name: _____

Email address: _____

For: SFPP, L.P.

By: _____
(Signature)

Print Name: _____

Email address: _____

Appendix 3

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

Application of SFPP, L.P. (PLC9) for authority, pursuant to Public Utilities Code Section 455.3, to change its rates for pipeline transportation services within California.

Application 12-01-015
(Filed January 30, 2012)

And Related Matters

Case 12-03-005
Case 12-03-006
Case 12-03-007
Case 12-04-004
Case 12-04-006
Case 12-04-007

[PROPOSED] ADMINISTRATIVE LAW JUDGE RULING

On June 7, 2012, SFPP, L.P. (“SFPP”), Applicant in the above-captioned matter, filed a motion for adoption of (i) a protective order to protect from public disclosure confidential and proprietary information and (ii) an access agreement governing the availability of discovery materials submitted in the subject proceeding;.

Good cause having been shown,

IT IS HEREBY RULED that SFPP’s June 7, 2012 motion is granted, including SFPP’s request for adoption of the protective order and access agreement set forth in Appendices 1 and 2 to SFPP’s motion.

Dated _____, 2012 at San Francisco, California.

Administrative Law Judge