

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



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In the Matter of the Application of NEXTERA ENERGY TRANSMISSION WEST, LLC for a Certificate of Public Convenience and Necessity for the Suncrest Dynamic Reactive Power Support Project.

A.15-08-027  
(Filed August 31, 2015)

**JOINT MOTION OF NEXTERA ENERGY TRANSMISSION WEST, LLC,  
CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION, AND  
CALIFORNIA UNIONS FOR RELIABLE ENERGY FOR A PROTECTIVE ORDER**

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**I. INTRODUCTION**

Pursuant to Rule 11.1 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), NextEra Energy Transmission West, LLC (“NEET West”), the California Independent System Operator Corporation (“CAISO”), and California Unions for Reliable Energy (“CURE”) (collectively, the “Moving Parties”) hereby submit this joint motion requesting adoption of a Protective Order to govern the use of confidential information and documents that are produced or disclosed by parties in this proceeding. The Moving Parties’ proposed Protective Order is attached to this motion as Attachment A. A proposed ruling by the Administrative Law Judge (“ALJ”) adopting the Protective Order is attached to this motion as Attachment B.

**II. DISCUSSION**

**A. A Protective Order is Necessary to Allow the CAISO to Respond to  
Discovery While Protecting Information and Documents That the CAISO  
Maintains as Confidential in Accordance with its Tariff.**

This proceeding concerns the Application of NEET West for a Certificate of Public Convenience and Necessity for the Suncrest Dynamic Reactive Power Support Project (“Suncrest SVC Project”) (“Application”). The Suncrest SVC Project was selected through a

competitive solicitation conducted by the CAISO in accordance with Section 24.4 of the CAISO Tariff. (Id. at 4-5.) The CAISO and CURE are participating in this proceeding as parties.

As contemplated by the Assigned Commissioner's Scoping Ruling issued February 24, 2017 ("Scoping Ruling"), parties in this proceeding have commenced discovery, and have propounded data requests to various parties, including to the CAISO. Certain data requests to the CAISO elicit information that is considered confidential or commercially sensitive pursuant to Section 20 of the CAISO's tariff approved by the Federal Energy Regulatory Commission ("CAISO Tariff"). Under Section 20.4(b) of the CAISO Tariff, the CAISO may disclose information that is otherwise required to be maintained in confidence under Section 20 of the CAISO Tariff, if such disclosure is required by applicable laws or regulations, or in the course of administrative or judicial proceedings. The CAISO Tariff requires the CAISO to cooperate with any of its market participants affected by the disclosure of confidential information to obtain confidential treatment of confidential information by any person to whom such information is disclosed prior to any such disclosure.

The Moving Parties are in agreement that this proceeding constitutes an administrative proceeding for purposes of Section 20.4(b) of the CAISO Tariff. In recognition of the requirements of the CAISO Tariff, and to ensure appropriate protections are in place for the confidential information that has been and may hereafter be requested through discovery propounded to CAISO, or that may be discussed in testimony or other documents to be served, filed or otherwise presented in the course of this proceeding (including during hearings), the Moving Parties hereby request issuance of a Protective Order.

The Moving Parties' proposed Protective Order is attached to this motion as Attachment A. The proposed Protective Order would allow the CAISO to respond to data requests while ensuring the confidential treatment of any confidential information and documents that may be disclosed to the extent required by the CAISO Tariff. The Protective Order establishes a definition of "Protected Materials" that would allow the CAISO to designate confidential information and documents as Protected Materials that are subject to the Protective

Order. The Protective Order establishes protections and procedures to limit the disclosure and use of such Protected Materials. One important protection is that the Protective Order limits and specifies the individuals who are allowed to receive and review another party's (the "Designating Party's") Protected Materials. Such individuals are defined as "Reviewing Representatives." Each Reviewing Representative is required to execute the Non-Disclosure Certificate attached to the Protective Order and return it to the Designating Party prior to receiving or reviewing the Designating Party's Protected Materials. The Protective Order also establishes procedures for discussing Protected Materials in this proceeding, and requires parties to submit under seal a confidential version of any document that discloses Protected Materials, while also submitting a public version of the document with all Protected Materials redacted (i.e., blocked out, covered, or removed).

Importantly, the proposed Protective Order would ensure that the party who originally supplied the Protected Materials to the CAISO that are the subject of a discovery request in this proceeding also has rights to ensure that such Protected Materials are adequately protected from disclosure. Accordingly, the proposed Protective Order gives the party who originally supplied the Protected Materials that are treated as confidential under the CAISO Tariff the right to be a Designating Party for such Protected Materials, and the right to require additional restrictions and qualifications for individuals who can be Reviewing Representatives for purposes of receiving and reviewing those Protected Materials when they are produced by the CAISO. To ensure fairness, the Protective Order specifies that such restrictions and qualifications must be reasonable and cannot unduly prejudice another party's ability to protect and advocate for its legitimate interests that are within the proper scope of this proceeding. This appears in section 6(a) of the proposed Protective Order.

**B. To Promote Consistent Treatment and Protection, the Protective Order Should Apply to All Parties' Protected Materials.**

Parties also have submitted data requests to other parties requesting the disclosure of information that is confidential or commercially sensitive, including from the applicant NEET West. In some instances, information and documents requested from the CAISO, and information and documents requested from NEET West, are the same information and documents. NEET West has agreed to produce certain confidential information and documents in response to data requests, provided that the requesting party executes a Nondisclosure and Protective Agreement ("NDA").

To promote consistent treatment and protection of information and documents constituting Protected Materials as defined in the proposed Protective Order, and to promote efficiency in the exchange and use of Protected Materials for the remainder of this proceeding, the Moving Parties propose that their Protective Order be applicable to and binding on all parties in this proceeding, and that its procedures apply in addition to requirements in any NDA executed between parties. To this end, the proposed Protective Order has been drafted to apply to all parties, and to all Protected Materials exchanged between them. The exception is that Commission staff, including representatives of the Office of Ratepayer Advocates ("ORA"), would not be required to execute the Non-Disclosure Certificate, but instead would continue to be covered by the requirements of Decision 16-08-024. The Protective Order specifies that all parties, which would include ORA, should adhere to the procedures for introducing or discussing Protected Materials, including by filing and serving an unredacted confidential version under seal, and a redacted public version that is filed publicly and served on the service list.

**C. The Proposed Protective Order Allows a Designating Party to Require Additional Reasonable Limitations on the Individuals Who Are Eligible to Be Reviewing Representatives for the Designating Party's Protected Materials.**

As noted above, the proposed Protective Order defines the individuals who are eligible to be Reviewing Representatives authorized to receive and review a Designating Party's Protected

Materials after executing and delivering to the Designating Party a Non-Disclosure Certificate confirming their agreement to comply with the Protective Order. The categories of Reviewing Representatives include those specified in NDAs customarily used in Commission proceedings, which state that an individual must be one of the following in order to be a Reviewing Representative: (i) an attorney who has made an appearance in this Proceeding for a Party seeking to receive and review another Party's Protected Materials ("Receiving Party"); (ii) an attorney, paralegal, or other employee associated for purposes of this Proceeding with an attorney described in subpart (i) above; (iii) an expert or an employee of an expert retained by a Receiving Party for the purpose of advising, preparing for, or testifying in this proceeding; or (iv) an employee of a Receiving Party who has a role in advising, preparing for, or testifying in this proceeding. This list captures the roles of individuals who have a legitimate need to review another Party's Protected Materials, and the Protective Order provides that Protected Materials cannot be used for any purpose other than for purposes of participating in this proceeding.

For certain types of Protected Materials, however, a Designating Party may have a legitimate need to require additional restrictions or limitations on the Reviewing Representatives who will be permitted to have access to the Designating Party's Protected Materials. The primary concern relates to trade secret or commercially sensitive information that may be produced as Protected Materials in this proceeding, either by the CAISO or directly by a party such as NEET West. In that case, the Protective Order gives the Designating Party the right to require additional limitations or restrictions on individuals who the Designating Party reasonably believes may have a commercial or competitive interest in the Designating Party's documents, which the Designating Party may require to be imposed through a separate NDA with a Receiving Party. Allowing Designating Parties and Receiving Parties to work out those arrangements between them through a separate NDA would afford flexibility, without the need to impose additional restrictions in the more broadly applicable Protective Order.

### III. CONCLUSION

For the reasons explained above, the Moving Parties respectfully request that the ALJ issue an order adopting their proposed Protective Order, which is attached to this motion as Attachment A. A proposed order of the ALJ is attached as Attachment B.

May 4, 2017

Respectfully submitted,

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**ATTACHMENT A**

**Moving Parties' Proposed Protective Order**

(See attached)

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**PROTECTIVE ORDER**

1. Purpose. In this Protective Order, we adopt procedures to limit access to and to protect Protected Materials (as defined herein) that are provided or shared in response to discovery or data requests in the above-referenced proceeding (this “Proceeding”), or that are served, filed, introduced into evidence, discussed during hearings, or otherwise introduced or discussed during this Proceeding. As specified herein, Protected Materials may be shared only with the Reviewing Representatives (as defined herein) of a party that has formal party status in this Proceeding (“Party”). This Protective Order shall govern all Protected Materials produced by a Designating Party (as defined herein).
2. CAISO Production. The request for this Protective Order initially arose as a result of the issuance of data requests to the California Independent System Operator Corporation (“CAISO”) that elicit information that is considered confidential or commercially sensitive pursuant to Section 20 of the CAISO’s tariff approved by the Federal Energy Regulatory Commission (“FERC”) (“CAISO Tariff”). Under Section 20.4(b) of the CAISO Tariff, the CAISO may disclose information that is otherwise required to be maintained in confidence under Section 20 of the CAISO Tariff if such disclosure is required by applicable laws or regulations, or in the course of administrative or judicial proceedings. The CAISO Tariff requires the CAISO to cooperate with any of its market participants affected by the disclosure of confidential information to obtain

confidential treatment of confidential information by any person to whom such information is disclosed prior to any such disclosure. This Proceeding constitutes an administrative proceeding for purposes of Section 20.4(b) of the CAISO Tariff. In recognition of the requirements of the CAISO Tariff, this Protective Order is adopted to ensure the confidential treatment of any confidential information that the CAISO is required to disclose in response to data requests in this Proceeding, which confidential information shall be designed as Protected Materials subject to the protections specified herein.

3. Applicability to Parties. Parties are engaged in discovery and have submitted data requests to other Parties requesting the disclosure of information constituting Protected Materials as defined herein. Such Parties may have entered into non-disclosure agreements restricting the use and dissemination of Protected Materials exchanged between them (“NDAs”). To promote consistent treatment and protection of Protected Materials, all Parties shall be subject to this Protective Order, which shall apply in addition to any protections agreed to separately by Parties in their NDAs. Parties may utilize and rely on and shall be bound by and subject to the requirements of this Protective Order, without the need to enter into a separate NDA. The requirement for signing a Non-Disclosure Certificate shall not apply to Commission staff who are engaged in this Proceeding.
4. Definitions. Except as otherwise defined or specified herein, initially capitalized terms used in this Protective Order have the meanings set forth below.

- a) “Assigned ALJ” means the Administrative Law Judge assigned to this Proceeding.
- b) “Commission” means the California Public Utilities Commission.
- c) “Designating Party” means the Party that initially discloses and designates information or documents as Protected Materials in this Proceeding, whether through responses to discovery or data requests or in testimony, briefs, exhibits, or other pleadings or documents. For

Protected Materials produced by the CAISO, the CAISO and the Party that originally prepared or supplied the Protected Materials to the CAISO each is a Designating Party with respect to such Protected Materials.

d) “Law and Motion ALJ” means the Administrative Law Judge designated by the Commission to resolve law and motion matters.

e) “Protected Materials” means: (i) material, information, or documents provided by a Party (in its role as Designating Party) that consists of, reveals or discloses confidential, proprietary, or competitively sensitive information or critical energy infrastructure information; (ii) trade secret, market or commercially sensitive, or other confidential or proprietary information as determined by the Designating Party in accordance with the provisions of the CAISO Tariff, Commission decisions, Commission General Order 66-C, applicable statutes or regulations, or any other right or requirement of confidentiality provided by law; (iii) any other materials that are made subject to this Protective Order by the Assigned ALJ, the Law and Motion ALJ, the Assigned Commissioner, or the Commission; (iv) copies of any of the foregoing; (v) memoranda, notes, spreadsheets, computer files, reports, and any other form of information (including information in electronic form) that copies, discloses, or compiles other Protected Materials or from which such Protected Materials may be derived. Protected Materials do not include: (A) any information or document contained in the public files of the CAISO or any state or federal agency, or in any state or federal court; or (B) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order, any other protective order, or any NDA.

f) “Receiving Party” means a Party that requests to receive, or that receives or is given access to, Protected Materials of another Party.

g) “Redacted” means that Protected Materials in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed.

h) “Reviewing Representative” means, with respect to Protected Materials produced by a particular Designating Party, an individual who: (i) satisfies the requirements of paragraph 6 below with respect to the Protected Materials of such Designating Party; (ii) has executed the Non-Disclosure Certificate attached to this Protective Order as Appendix A, and returned it to such Designating Party; and (iii) has been approved as a Reviewing Representative by such Designating Party, as further specified in paragraph 6 below.

i) “Unredacted” means that Protected Materials in a document, whether in paper or electronic form, have not been covered, blocked out, or removed.

5. Designation of Protected Materials. A Designating Party may designate as Protected Materials those materials, information or documents provided through discovery or upon request, or otherwise submitted, served or filed in connection with this Proceeding, that satisfy the definition of Protected Materials. When filing, serving, or providing any documents containing Protected Materials, a Designating Party shall physically mark such documents on each page (or in the case of non-documentary materials such as computer diskettes, on each item) as “Protected Materials Subject to Protective Order,” or with words of similar import as long as one or more of the terms, “Protected Materials,” “Protected Material”, “Protective Order,” or “Do Not Release” is included in the designation to indicate that the materials in question are Protected Materials. If Protected Materials are originally produced or exchanged between Parties under an NDA between them, such Protected Materials are automatically covered by this Protective Order if they contain markings that have the same meaning as those specified above.

6. Disclosure to Reviewing Representatives. Protected Materials of a Designating Party may be disclosed only to Reviewing Representatives who are authorized to review the Protected Materials of such Designating Party in accordance with this paragraph 6. Individual Commission staff members who are engaged in this Proceeding may be Reviewing Representatives, and shall not be required to execute a Non-Disclosure Certificate, but shall be obligated to maintain the confidentiality of all Protected Materials in accordance with this Protective Order and the Commission's requirements.

a) An individual may be designated as a Reviewing Representative only if such individual is one of the following: (i) an attorney who has made an appearance in this Proceeding for a Receiving Party; (ii) an attorney, paralegal, or other employee associated for purposes of this Proceeding with an attorney described in subpart (i) above; (iii) an expert or an employee of an expert retained by a Receiving Party for the purpose of advising, preparing for, or testifying in this Proceeding; or (iv) an employee of a Receiving Party, or an officer of a Receiving Party's member organization, in each case who has a role in advising, preparing for, or testifying in this Proceeding. Notwithstanding the foregoing, a Designating Party may require and impose additional reasonable qualifications and limitations for individuals representing or associated with a Receiving Party who are authorized to be Reviewing Representatives (other than Commission staff), and the Designating Party may require such qualifications and limitations to be specified in a separate NDA between the Designating Party and the Receiving Party; provided, however, that Designating Parties and Receiving Parties must work together and cooperate on reasonable terms to ensure that such qualifications and limitations do not unduly prejudice a Receiving Party's ability to protect and advocate for its legitimate interests that are within the proper scope of this Proceeding. Protected Materials produced by the CAISO shall be provided only to those Reviewing

Representatives who are authorized to review Protected Materials of the Designating Party that originally prepared or supplied the Protected Materials to the CAISO, as identified by such Designating Party and communicated to the CAISO.

b) A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials of a particular Designating Party unless and until he or she has first completed and executed a Non-Disclosure Certificate, attached hereto as Appendix A, and delivered the original, signed Non-Disclosure Certificate to the Designating Party. The Designating Party shall retain the executed Non-Disclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Non-Disclosure Certificates to other Parties and to Commission Staff upon request. If a Reviewing Representative for a Receiving Party has executed a nondisclosure certificate agreeing to be bound by an NDA between the Receiving Party and a Designating Party, and such Designating Party has approved the Reviewing Representative with respect to the Designating Party's Protected Materials, then such Reviewing Representative shall be a Reviewing Representative for purposes of this Protective Order with respect to the Protected Materials of the Designating Party, and such Reviewing Representative also shall be bound by and obligated to comply with this Protective Order.

c) Subject to the terms of this Protective Order, Reviewing Representatives meeting the requirements of this paragraph 6 with respect to a Designating Party shall be entitled to access to Protected Materials of such Designating Party. All other Parties and individuals shall not be granted access to Protected Materials, but shall instead be limited to reviewing Redacted versions of documents. 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 Protected Materials if they disclose the contents of Protected Materials.

d) Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative have both executed and delivered a Non-Disclosure Certificate to the Designating Party for such Protected Materials; provided, however, that prior to disclosing or discussing any Protected Materials with a Reviewing Representatives of another Party, the Reviewing Representatives shall communicate with the Designating Party for such Protected Materials to confirm the approved list of Reviewing Representatives for each Receiving Party. Parties and their Reviewing Representatives shall not disclose or discuss any Protected Materials with any individual who is not a duly authorized Reviewing Representative with respect to such Protected Materials. Protected Materials produced by the CAISO shall be disclosed only to those Reviewing Representatives who are authorized to review Protected Materials of the Designating Party that originally prepared or supplied the Protected Materials to the CAISO. Prior to disclosing Protected Materials to other Reviewing Representatives, Parties shall communicate with the CAISO and the applicable Designating Party to identify the Reviewing Representatives who are so authorized.

e) In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in this Proceeding, or is employed or retained for a position whereby that person is no longer qualified to be a Reviewing Representative under this Protective Order, access to Protected Materials by that person shall be terminated and that person must comply with the return and destruction requirements in paragraph 9 below. However, even if no longer engaged in this Proceeding, every person who has signed a Non-Disclosure Certificate or



otherwise received access to Protected Materials shall continue to be bound by the provisions of this Protective Order.

7. Restrictions. All Protected Materials shall be maintained by each Reviewing Representative in a secure manner. Access shall be limited to those Reviewing Representatives specifically authorized pursuant to paragraph 6. Each Reviewing Representative shall treat Protected Materials as confidential in accordance with this Protective Order and the Non-Disclosure Certificate executed pursuant to the requirements hereof. Protected Materials shall not be used for any purpose other than in connection with carrying out the Reviewing Representative's role in this Proceeding, and may only be used as necessary for the conduct of this Proceeding. Protected Materials of a particular Designating Party shall not be disclosed in any manner to any person except to Reviewing Representatives approved for that Designating Party who have signed a Non-Disclosure Certificate and returned it to such Designating Party. Reviewing Representatives shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained pursuant to this Protective Order, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information. Reviewing Representatives shall be liable for any unauthorized disclosure or use by their employees or administrative staff. In the event any Reviewing Representative is requested or required by applicable laws or regulations, 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 Protected Materials, they shall immediately inform the applicable Designating Party of the request, and the Designating Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Reviewing Representative shall cooperate in good faith with such

Designating Party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of them prior to any such disclosure.

8. Use or Submission of Protected Materials. The following procedures shall govern use and submission of Protected Materials in this Proceeding.

a) If a Receiving Party intends to submit or use in this Proceeding any Protected Materials in any written submission, including, without limitation, data requests or responses, testimony, exhibits, briefs, motions, or comments, the Receiving Party shall prepare two versions of any document containing or potentially disclosing Protected Materials: (i) an Unredacted version that is labeled “Protected Materials SUBJECT TO PROTECTIVE ORDER,” or with words of similar import as long as one or more of the terms, “Protected Materials,” or “Protective Order,” is included in the designation to indicate that the submission includes Protected Materials and is covered by this Protective Order; and (ii) a public Redacted version that enables persons familiar with this Proceeding to determine with reasonable certainty the nature of the data that has been Redacted and where the Redactions occurred. The Unredacted version shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are filed or served under seal pursuant to this Protective Order. Such documents shall be served only upon Reviewing Representatives who are eligible to review such Protected Materials in accordance with paragraph 6 hereof. Service upon the persons specified in the foregoing sentence may be (i) by electronic mail in accordance with the procedures adopted in this Proceeding, or (ii) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, the Assigned ALJ shall be served with such document by hand on the date that service is due. The Redacted version of any filed or served

document shall be served on all persons on the service list, and the Redacted version of a discovery document shall be served on all persons entitled thereto.

b) If a Receiving Party intends to use in this Proceeding any Protected Materials such that the use would result in a public disclosure of those Protected Materials, including, without limitation, through cross- examination or other oral presentations before the Assigned ALJ or the Commission, the attorney for the Receiving Party shall contact the attorney for the Designating Party as soon as possible prior to such use, and counsel shall constructively explore means of identifying the Protected Materials so that the confidentiality thereof may be reasonably protected (including, but not limited to, clearing the hearing room during examination, discussion, or argument concerning the Protected Materials), while at the same time enabling an effective presentation.

c) To the extent that Protected Materials are discussed, analyzed or otherwise the subject of consideration during any conference, hearing, or other session held in connection with this Proceeding, only Reviewing Representatives authorized to view such Protected Materials and Commission Staff may be present for such discussion or analysis.

9. Return or Destruction of Protected Materials. Protected Materials shall remain available to Reviewing Representatives until the date that an order terminating or closing this proceeding becomes final and no longer subject to judicial review. Within thirty days after such date, all Reviewing Representatives shall return all Protected Materials to the Designating Parties who provided such Protected Materials (including all copies, notes, memoranda, and other materials as specified in the definition of Protected Materials), or shall destroy same; provided, that copies of documents filed in this Proceeding, official transcripts, and exhibits in this Proceeding that contain Protected Materials may be retained, if they are maintained in accordance with paragraph 7

above. Within the thirty day time period specified above, each Reviewing Representative shall submit to the applicable Designating Parties an affidavit stating that, to the best of its knowledge, all Protected Materials have been returned or have been destroyed or will be maintained in accordance with paragraph 7 of this Protective Order. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order and Commission General Order No. 66-C. In the event that a Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged to provide services in this Proceeding, then access to such Protected Materials by that person shall be terminated. Even if no longer engaged in this Proceeding, every such person shall continue to be bound by the provisions of this Protective Order and their Non-Disclosure Certificate.

10. Access by Other Governmental Entities. If the Commission receives a request for a copy of or access to a Designating Party's Protected Materials from a state governmental agency that is authorized to enter into a written agreement sufficient to satisfy the requirements for maintaining confidentiality set forth in Government Code Section 6254.5(e), the Commission may, not sooner than five (5) days after giving written notice to the Designating Party of the request, release such Protected Materials to the requesting governmental agency, upon receiving from the requesting agency an executed interagency confidentiality agreement that: (i) confirms that the requesting agency will treat the requested Protected Materials as confidential in accordance with this Protective Order; (ii) includes an explanation of the purpose for the requesting agency's request, as well as an explanation of how the request relates to furtherance of the requesting agency's official functions; (iii) is executed by a person authorized to bind the requesting agency contractually; (iv) expressly states that furnishing of the requested Protected Materials to employees or representatives of the requesting agency does not, by itself, make such Protected

Materials public; and (v) includes an express acknowledgment of the Commission's sole authority (subject to judicial review) to make the determination whether the Protected Materials should remain confidential or be disclosed to the public, notwithstanding any provision to the contrary in the statutes or regulations applicable to the requesting agency.

11. Modifications. Should modifications to this Protective Order become necessary, the Parties shall work together cooperatively to devise and implement such modifications in as timely a manner as possible. Each Party has the right to seek changes to this Protective Order from the Assigned ALJ or the Commission.

12. Dispute Resolution. For any dispute arising under this Protective Order, including but not limited to alleged violations of this Protective Order and disputes concerning whether materials were properly designated as Protected Materials, the involved Parties shall first meet and confer in an attempt to resolve such dispute. If the meet and confer process is unsuccessful, the involved Parties may present the dispute for resolution to the Assigned ALJ or the Law and Motion ALJ.

13. Other Objections to Use or Disclosure. Nothing in this Protective Order shall be construed as limiting the right of a Party or Commission Staff from objecting to the use or disclosure of Protected Materials on any legal ground, such as relevance or privilege.

14. Remedies. Any violation of this Protective Order shall constitute a violation of an order of the Commission. Notwithstanding the foregoing, the Parties and Commission Staff reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

15. Withdrawal of Designation. A Designating Party may agree at any time to remove the "Protected Materials" designation from any materials of such Designating Party if, in its opinion, confidentiality protection is no longer required. In such a case, the Designating Party will notify

all other Parties that the Designating Party believes are in possession of such materials of the change of designation.

16. Interpretation. Headings and titles used in this Protective Order are for convenience only and may not be used to restrict the scope of this Protective Order.

Entered: \_\_\_\_\_

Administrative Law Judge

Date: \_\_\_\_\_

**APPENDIX A TO PROTECTIVE ORDER**  
**BEFORE THE PUBLIC UTILITIES COMMISSION**  
**OF THE STATE OF CALIFORNIA**

In the Matter of the Application of NEXTERA  
ENERGY TRANSMISSION WEST, LLC for a  
Certificate of Public Convenience and Necessity  
for the Suncrest Dynamic Reactive Power Support  
Project.

A.15-08-027  
(Filed August 31, 2015)

**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, and 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, and shall not be intentionally used for any purpose other than participation in the above-captioned proceeding before the California Public Utilities Commission, as further specified in the Protective Order. I agree that my obligation to honor the confidentiality of the Protected Materials shall continue after the issuance of the final, non-appealable order disposing of the merits the above-captioned proceeding as set forth in the Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of California Public Utilities Commission.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT B**

**Proposed Ruling Adopting Protective Order**

(See attached)



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

In the Matter of the Application of NEXTERA  
ENERGY TRANSMISSION WEST, LLC for a  
Certificate of Public Convenience and Necessity for  
the Suncrest Dynamic Reactive Power Support  
Project.

A.15-08-027  
(Filed August 31, 2015)

**[PROPOSED] RULING ISSUING PROTECTIVE ORDER**

On May 4, 2017, NextEra Energy Transmission West, LLC (“NEET West”), the California Independent System Operator Corporation (“CAISO”), and California Unions for Reliable Energy (“CURE”) (collectively, the “Moving Parties”) filed a motion requesting a Protective Order to govern the use of confidential information and documents that are produced or disclosed by parties in this proceeding. The request arose because certain data requests to the CAISO elicit information that is considered confidential or commercially sensitive pursuant to Section 20 of the CAISO’s tariff approved by the Federal Energy Regulatory Commission (“CAISO Tariff”). Under Section 20.4(b) of the CAISO Tariff, the CAISO may disclose information that is otherwise required to be maintained in confidence under Section 20 of the CAISO Tariff, if such disclosure is required by applicable laws or regulations, or in the course of administrative or judicial proceedings. The CAISO Tariff requires the CAISO to cooperate with any of its market participants affected by the disclosure of confidential information to obtain confidential treatment of confidential information by any person to whom such information is disclosed prior to any such disclosure. The Moving Parties agree that this proceeding constitutes an administrative proceeding for purposes of Section 20.4(b) of the CAISO Tariff.

In recognition of the requirements of the CAISO Tariff, and to ensure appropriate protections are in place for the confidential information that has been and may hereafter be requested through discovery propounded to CAISO, or that may be discussed in testimony or other documents to be served, filed or otherwise presented in the course of this proceeding (including during hearings), the Moving Parties requested issuance of a Protective Order. The

Moving Parties provided a proposed Protective Order that would allow the CAISO to respond to data requests propounded to the CAISO in this proceeding, while ensuring the confidential treatment of any confidential information and documents that may be disclosed to the extent required by the CAISO Tariff.

To promote consistent treatment and protection of information and documents constituting Protected Materials as defined in the proposed Protective Order, and to promote efficiency in the exchange and use of Protected Materials for the remainder of this proceeding, the Moving Parties propose that their Protective Order be applicable to and binding on all parties in this proceeding, and that its procedures apply in addition to requirements in any nondisclosure agreements (“NDAs”) executed between parties. To this end, the proposed Protective Order applies to all parties, and to all Protected Materials exchanged between them. The exception is that Commission staff, including representatives of the Office of Ratepayer Advocates, are not required to execute the Non-Disclosure Certificate, but are covered by Decision 16-08-024.

The Protective Order also provides a party that produces or designates information and documents constituting Protected Materials (a “Designating Party”) the right to require additional limitations or restrictions (beyond those specified in the Protective Order) on individuals who the Designating Party reasonably believes may have a commercial or competitive interest in the Designating Party’s documents, which the Designating Party may require to be imposed through a separate NDA. Allowing parties to work out those arrangements between them through a separate NDA affords flexibility, without the need to impose additional restrictions in the more broadly applicable Protective Order.

The Moving Parties’ request is reasonable. Therefore, I order that the attached Protective Order is available to and binding on all parties to this proceeding.

\_\_\_\_\_  
Date: \_\_\_\_\_