



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

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Application of Liberty Utilities (CalPeco Electric) LLC (U 933-E) for Authority to Among Other Things, Increase Its Authorized Revenues for Electric Service, Establish Marginal Costs, Allocate Revenues, And Design Rates, as of January 1, 2025

Application 24-09-010  
(filed September 20, 2024)

**LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (U 933-E), TAHOE ENERGY RATEPAYERS GROUP, SMALL BUSINESS UTILITY ADVOCATES AND THE UTILITY REFORM NETWORK JOINT MOTION OF PROTECTIVE ORDER**

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**Dated: January 30, 2025**

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

Application of Liberty Utilities (CalPeco Electric) LLC (U 933-E) for Authority to Among Other Things, Increase Its Authorized Revenues for Electric Service, Establish Marginal Costs, Allocate Revenues, And Design Rates, as of January 1, 2025

Application 24-09-010  
(filed September 20, 2024)

**LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (U 933-E), THE PUBLIC ADVOCATES OFFICE, THE A-3 CUSTOMER COALITION, TAHOE ENERGY RATEPAYERS GROUP, SMALL BUSINESS UTILITY ADVOCATES AND THE UTILITY REFORM NETWORK  
JOINT MOTION OF PROTECTIVE ORDER**

Pursuant to Rule 11.1 of the California Public Utilities Commission’s (CPUC or Commission) Rules of Practice and Procedure and the authorities set forth herein, Liberty Utilities (CalPeco Electric) LLC (Liberty), the A-3 Customer Coalition (A-3 CC), Tahoe Energy Ratepayers Group (Tahoe ERG), Small Business Utility Advocates (SBUA) and The Utility Reform Network (TURN) (collectively, the “Parties” ) jointly and respectfully move for entry of a Protective Order in Liberty’s Test Year 2025 General Rate Case (GRC) Application. The proposed Protective Order is modeled after protective orders adopted by the Administrative Law Judges (ALJs) in recent GRC proceedings for Southern California Edison (SCE), Southern California Gas Company (SoCalGas) and San Diego Gas & Electric Company (SDG&E).

Liberty, A-3 CC, Tahoe ERG, SBUA and TURN request approval of the attached Protective Order, which would facilitate discovery and the exchange of confidential materials by the parties in Liberty’s pending 2025 GRC proceeding. The Protective Order would govern access to confidential, proprietary, or otherwise protected materials including, but not limited to, information constituting

private personnel data or competitively sensitive documents that are produced by Liberty or other parties in the proceeding.<sup>1</sup> Approval of the Protective Order would support an orderly discovery process and facilitate the parties' full and timely review of this Application.

Liberty anticipates that certain confidential materials may be submitted in connection with data request responses, rebuttal testimony workpapers and other evidentiary submissions. The specific grounds justifying confidential treatment of such materials will be set forth in accompanying declarations pursuant to General Order (GO) 66-D.<sup>2</sup> Accordingly, Liberty, A-3 CC, Tahoe ERG, SBUA and TURN request that the Commission expeditiously grant this motion so that Protected Materials as defined in the Protective Order which have either already been produced and that may be produced during the course of this proceeding, are subject to this Protective Order.

As indicated earlier, the draft Protective Order is based on the Protective Order approved in SCE's, SoCalGas' and SDG&E's most recent GRCs. With an approved Protective Order, as Liberty, Cal Advocates, A-3 CC, Tahoe ERG, SBUA and TURN are requesting here, there would be consistent treatment of confidential information (including across utility GRCs), as opposed to nondisclosure agreements where terms may vary and the agreement is not enforceable as an order of the presiding Commission authority.

Pursuant to Resolution ALJ-164 (September 16, 1992), the applying parties have attached: (1) a draft Protective Order, (2) a draft Administrative Law Judge Ruling Approving Protective Order, and (3) a draft Non-Disclosure Certificate to be signed by a party receiving Protected Materials from a producing party.

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<sup>1</sup> Submission of confidential information to the Commission, its Staff, and the Public Advocates Office (Cal Advocates) is governed pursuant to the rules and requirements under General Order 66-D and Public Utilities Code section 583 and not the Protective Order.

<sup>2</sup> General Order 66-D was originally adopted in Decision (D.) 17-09-023 and was revised in D.19-01-028 (rev. 1), and D.20-08-031 (Rev. 2). D.21-09-020 corrected a typographical error in D.20-08-031.

For the reasons set forth herein, Liberty, A-3 CC, Tahoe ERG, SBUA and TURN jointly and respectfully request that the Commission grant this motion.

Respectfully submitted,

*/s/ Victor T. Fu*

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*/s/ David Cheng*

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**Dated: January 30, 2025**

**DRAFT**  
**Protective Order**

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

Application of Liberty Utilities (CalPeco Electric) LLC (U 933-E) for Authority to Among Other Things, Increase Its Authorized Revenues for Electric Service, Establish Marginal Costs, Allocate Revenues, And Design Rates, as of January 1, 2025

Application 24-09-010  
(filed September 20, 2024)

**[DRAFT] PROTECTIVE ORDER**

1. This Protective Order shall govern access to and the use of all Protected Materials (including, as defined in Paragraph 4(b) below) in Liberty Utilities (CalPeco Electric) LLC (Applicant) 2025 General Rate Case (GRC) Application (assigned No. 24-09-010). Notwithstanding any order terminating this docket, this Protective Order shall remain in effect for two (2) years after a final and non-appealable order terminating this proceeding, 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 (ALJ), the Law and Motion ALJ, or the California Public Utilities Commission (Commission).
2. This Protective Order shall govern the access to the Results of Operations (RO) computer model of the Applicant, including any changes, updates, or enhancements thereof, which were used to develop the revenue requirements for the Applicant in this proceeding. This Protective Order shall also govern the access to the corresponding User Reference Guide for the RO model of the Applicant. In addition, this Protective Order shall be available to and govern the use of all other Protected Materials produced by the Applicant, and other Participants to this proceeding.
3. A Participant, as hereinafter defined, may designate as protected those materials that customarily are treated by that Participant as confidential, sensitive, or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Participant or Participant's customers, clients, or members to risk of competitive disadvantage, business injury or disclosure of personally identifiable information.
4. Definitions

- (a) The term “Participant” shall mean those entities and/or individuals who have been granted party status in this proceeding. 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. “Applicant” shall mean Liberty Utilities (CalPeco Electric) LLC and Applicant is also considered a Participant under this Agreement.
- (b) “Protected Materials”
- (1) The term “Protected Materials” means: (A) materials (including depositions) in either hard copy 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 hard copy 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) hard copy 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, such as “Confidential and Protected Materials Pursuant to Public Utilities Code Section 583, D.21-09-020 and GO 66-D (Rev. 2),” as long as the term “Protected Materials” or “Confidential” is included in that designation to indicate that they are Protected Materials. If the Protected Materials are produced in electronic form, the “PROTECTED MATERIALS” (or words of similar import) designation shall be inserted on the first page as a header or footer, followed by a similar designation on each subsequent page. There may be rare instances where it is simply not feasible to include the designation on each page (such as certain lengthy and dense technical spreadsheets in excel format). In such rare instances, the designation shall appear as prominently as possible on the first page, and the Participant producing the Protected Materials shall take reasonable efforts to mark each subsequent portion or sub-set of the Protected Materials in whatever manner is feasible. The default or standard treatment of Protected Materials shall be to mark each page.
- (2) Protected Materials produced in electronic form may be downloaded onto a secure

computer network or on to secure computer hard drives for review and analysis purposes.

- (3) 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-hard copy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, 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.
  - (4) 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.
  - (5) The term “Redacted” refers to situations in which Protected Material in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed. That Protected Material in a document has been redacted and where that redaction has occurred shall be apparent in the document.
- (c) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise access Protected Materials pursuant to this Agreement unless and until that Reviewing Representative has first executed and delivered to Applicant a Nondisclosure Certificate in the form attached to this Agreement (Nondisclosure Certificate). Attorneys qualified as Reviewing Representatives are responsible for ensuring that all persons under their employment, instruction, supervision or control who require access to Protected Materials execute and deliver to Applicant a Nondisclosure Certificate. By signing the Nondisclosure Certificate and by accessing Protected Materials, the Participant is deemed to have certified 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 this proceeding 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 this proceeding;
- (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 this proceeding with responsibility for this docket.

Notwithstanding 4(d)(1-4) 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 there is an identifiable reason to believe that the requesting Participant or the Reviewing Representative would use Protected Materials for commercial or improper usage. If a requesting Participant disagrees with the Participant's refusal to provide Protected Materials, 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: (a) return the Protected Materials (excluding Notes of Protected Materials) to the Participant that produced them or destroy the Protected Materials; and (b) 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-hard copy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, 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 or destroyed; (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 manner. 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. Participants and Reviewing Representatives shall adopt reasonable information security measures to maintain the confidentiality of Protected Materials and shall employ the higher of: (a) the standard of care that the Participant and Reviewing Representatives employ to preserve their own confidential information or (b) a reasonable standard of care to prevent unauthorized use or disclosure of Protected Materials. 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 other than a direct appeal of the Commission order 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 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 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 this proceeding 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 the dispute. 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. The producing Participant has the burden of showing that the documents are Protected Materials, and merely marking a document "Protected Materials" is insufficient to meet that burden. If the Assigned ALJ finds that the materials at issue are not entitled to protection, the procedures of Paragraph 18 shall apply.
12. (a) All documents containing Protected Materials that are tendered for filing with the Commission or to be included in the evidentiary record shall be made in accordance with the Commission's Rules of Practice and Procedures including Rule 11.4 (Motion for Leave to File Under Seal) and Rule 11.5 (Motion to Seal the Evidentiary Record). Such documents shall be

marked “PROTECTED MATERIALS” (or words of similar import) and shall be filed under seal and/or served under seal.

(b) If any Participant desires to include, utilize, or refer to any Protected Materials or information derived from Protected Materials in testimony, workpapers, or evidentiary hearing exhibits in these proceedings (other than for purposes of impeachment), such Participant shall first notify both counsel for the producing Participant and the Assigned ALJ of such desire. If the producing Participant and the Assigned ALJ do not object to said use of Protected Materials, or upon a ruling by the Assigned ALJ or Commission granting said use of Protected Materials, thereafter during the hearing, presentation of such Protected Materials will be governed by procedures determined by the Commission or the Assigned ALJ.

13. Redaction of Documents. When a Party files, serves, or provides in discovery a document that includes Protected Materials, such Party shall also prepare a redacted version of such document if any other Party specifically requests in writing that a redacted version be provided. The redacted version shall enable persons familiar with this proceeding to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred.
14. Nothing in this Protective Order shall be construed as precluding Applicant or any Participant from objecting to the use of Protected Materials on any legal grounds.
15. 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.
16. 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.
17. All Protected Materials submitted to 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.
18. 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 and/or other available judicial remedy, 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.

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. 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 that could not adequately be compensated through Commission remedies or monetary damages and may therefore be enjoined.
20. For confidential information containing extremely sensitive information for which a Participant believes "Protected Materials" status would not provide sufficient protection, such Participant may designate and mark the documents "Protected Materials – Attorney's Eyes Only" in which case the documents can only be reviewed by a federal or state government representative or attorney for a Participant, and cannot be shared with any non-government person.
21. 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, including any and all appeals. Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.
22. Failure to designate information or documents as Protected Materials prior to disclosure shall not be deemed a waiver in whole or in part of Applicants' claim of confidentiality, and Applicants shall have the right to designate or re-designate such information and documents within ten days of disclosure. Upon receipt of notice from Applicants of any new designation or re-designation, the Participant thereafter shall treat said information or documents according to the new designation or re-designation, and/or will endeavor to return all copies of any newly designated or re-designated documents to Applicants in exchange for copies of the documents with the new

designation.

23. The inadvertent disclosure of any information or documents which are subject to a good faith claim of work product, the attorney-client privilege or other legal protection shall not waive the protection for such information or documents as long as Applicants request their return within ten days of discovering the inadvertent disclosure, and take reasonable precautions to avoid such inadvertent disclosure. Upon written request, the Participant shall return to Applicants any such protected information or documents inadvertently disclosed, together with all copies and any notes pertaining thereto.

**DRAFT**  
**ADMINISTRATIVE LAW JUDGE'S RULING APPROVING PROTECTIVE ORDER**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
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Application 24-09-010  
(filed September 20, 2024)

**[DRAFT]**

**ADMINISTRATIVE LAW JUDGE’S RULING APPROVING PROTECTIVE ORDER**

On \_\_\_\_\_, 2025, Liberty Utilities (CalPeco Electric) LLC (Liberty), the A-3 Customer Coalition (A-3 CC), Tahoe Energy Ratepayers Group (Tahoe ERG), Small Business Utility Advocates (SBUA) and The Utility Reform Network (TURN) jointly filed a motion to establish a Protective Order in the current proceeding. This ruling approves the proposed Protective Order for use during this proceeding to protect confidential materials produced in discovery and submitted by the various parties to these proceedings. I have reviewed the Protective Order and find it reasonable for the purposes proposed.

Therefore, **IT IS RULED** that all Participants in this proceeding (as that term is defined in the Protective Order) shall, if they wish to receive Protected Materials (a term also defined in the Protective Order), be bound by the Protective Order and sign the Non-Disclosure Certificate accompanying the Protective Order.

Dated \_\_\_\_\_, 2025, at San Francisco, California.

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Patrick Peterson  
Administrative Law Judge

**DRAFT**  
**NON-DISCLOSURE CERTIFICATE**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
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Application of Liberty Utilities (CalPeco Electric) LLC (U 933-E) for Authority to Among Other Things, Increase Its Authorized Revenues for Electric Service, Establish Marginal Costs, Allocate Revenues, And Design Rates, as of January 1, 2025

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**[DRAFT] 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 will use Protected Materials, Notes of Protected Materials, Electronic Notes of Protected Materials, and information contained therein solely for the purpose of addressing the issues in this proceeding. I will 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. At the conclusion of this proceeding, upon written request of the Applicant or Producing Participant, I will return or destroy all Protected Materials and destroy all Notes of Protected Materials and Electronic Notes of Protected Materials within 15 days of such request. I acknowledge that a violation of this certificate constitutes a violation of an order of the California Public Utilities Commission.

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

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

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

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

Party: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_