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

Robin Mattern, Simki Kuznick, and Asmara
Marek,

Complainants,

vs.

Pacific Gas and Electric Company (U39E),

Defendant.

C.26-03-007
(Filed March 09, 2026)

**PACIFIC GAS AND ELECTRIC COMPANY'S (U 39 E)
RESPONSE TO COMPLAINANTS' MOTION TO COMPEL UNREDACTED DISCOVERY
AND PRODUCTION OF DOCUMENTS**

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Dated: July 17, 2026

Attorney for Defendant
PACIFIC GAS AND ELECTRIC COMPANY

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RESPONSE TO COMPLAINANTS’ MOTION TO COMPEL UNREDACTED
DISCOVERY AND PRODUCTION OF DOCUMENTS**

Complainants filed and served their Motion to Compel Unredacted Discovery and Production of Documents (Motion) on July 7, 2026. Pursuant to Rule 11.3(b) of the California Public Utilities Commission (CPUC) Rules of Practice and Procedure (Rules), which provide ten (10) days to file and serve a response to a discovery motion to compel, Pacific Gas and Electric Company (PG&E) files this Response to Complainants’ Motion to Compel Unredacted Discovery and Production of Documents (Response).

I. BACKGROUND

Complainants served PG&E with their first set of data requests on Saturday, June 27, 2026 (DRs) with a due date of July 13, 2026. On Monday, June 29, PG&E reviewed the DRs and determined responsive information and documents will contain confidential information, including but not limited to individual names of employees and contractors, as well as PG&E ids, emails, and phone numbers. On June 29, PG&E provided a non-disclosure agreement to Complainants for the disclosure of the confidential information. On Tuesday, June 30, 2026, PG&E received an email from complainants indicating they “refuse to sign a private, extra-

procedural NDA as a condition of receiving this information.” PG&E replied via email on June 30 and explained that this is the standard NDA that PG&E uses in discovery when disclosing confidential information. PG&E provided the six different types of confidential information that are protected from disclosure under various laws, which are commonly redacted, unless an NDA is entered. Additionally, PG&E clarified that the discovery phase is an exchange between the parties only and is not in front of the CPUC or the public at this point, nor is it in evidence. See Exhibit 1 for procedural email on NDA and discovery dispute (“June 30 email”).

PG&E and Complainants held a telephone meet and confer on July 3, 2026, and discussed the types of confidential information listed in PG&E’s email of June 30. PG&E explained that complainants can sign the NDA and they will receive the responsive documents unredacted. Or if they decide not to sign the NDA, they will receive the responsive documents with redactions over confidential information. Complainants asked for the types of confidential information that we had identified and will be redacting. PG&E informed complainants that while review of responsive documents was not complete as of July 3, at that time PG&E had identified confidential information based on contractor/employee name, id, phone, and email, and based on physical assets. At the end of the call, Complainants stated they will not execute the NDA, will receive the redacted documents on July 13, and after reviewing if there are particular documents they believe should be unredacted, will file a motion to compel as needed. The parties agreed on this plan.

However, on July 7, 2026, the parties held another telephone meet and confer and complainants requested PG&E produce prior to July 13 when Responses are due, a list of all of the types of redactions we will have in PG&E’s July 13, 2026, production. PG&E communicated that because PG&E was not done with the document review, we would not be able to provide that information ahead of time but will provide the types of information that is redacted in our response to the data requests on July 13. When asked whether PG&E will provide physical asset information of assets not located on the complainants’ property, PG&E responded that generally speaking the answer is no, that information as to PG&E assets or

physical facility information, is considered confidential and PG&E does not disclose it without an NDA. When PG&E asked how this information is relevant to the allegation of Rule 20 violation in the Complaint, Complainants responded that they are gathering information in this CPUC proceeding to file a separate lawsuit against PG&E alleging inefficient use of funds. PG&E reminded complainants that their discovery request must be relevant to proving the allegations in the complaint in front of the CPUC and cannot be used for other purposes or other potential litigation.

On July 13, 2026, PG&E served its Responses to Complainants' First Set of Data Requests (PG&E's Responses to Discovery). On July 14, 2026, PG&E inquired with Complainants if they will be withdrawing their Motion now that they have received PG&E's Responses to Discovery. Complainants replied on July 14 that they have not reviewed PG&E's Responses to Discovery. PG&E inquired on July 16 via email if Complainants intend to withdraw their Motion. As of 9:52 am PST today, it is PG&E's understanding that Complainants have not reviewed PG&E's Responses to Discovery documents.¹

II. COMPLAINANTS FAIL TO ALLEGE WHY AN NDA IS NOT APPROPRIATE

California Public Utilities Commission Custom and Practice

www.cpuc.ca.gov/proceedings-and-rulemaking/rules-of-practice-and-procedure/california-public-utilities-commission-custom-and-practice includes a General Discovery Custom and Practice guide (Discovery Practice), a copy of which is attached here at Exhibit 2. The Discovery Practice at page 1, includes the following:

¹/ PG&E produced almost 400 pages of documents in PG&E Responses to Discovery by uploading the documents to an external share file transfer site. As of 9:52 am PST, Complainants have not registered to access the external share file transfer site.

- If all or a portion of the information sought in discovery is considered proprietary or confidential by the responding party, the responding party will ordinarily propose that the propounding party execute a non-disclosure agreement. Parties are expected to negotiate in good faith with respect to the terms of such agreements. Additional time may be allowed to respond to discovery, if necessary, for the negotiation of a non-disclosure agreement with parties other than Commission staff; however, parties should not engage in undue delay as a litigation tactic.

Use of an NDA to protect confidential information is reasonable and common in complaint cases where the disclosing party is concerned about the confidentiality of the information in the responsive document². In PG&E's June 30 Email, PG&E described the types of confidential information that are protected under the law and cited the particular laws protecting the information from disclosure without an NDA. Because Complainants did not sign an NDA, PG&E redacted the confidential information in the responsive documents. In PG&E's Responses to Discovery, PG&E listed in response to each of the DRs, the types of information that are redacted in that response. For example, in PG&E's response to DR #1, PG&E stated:

“All confidential information (employee/contractor name/id/email/phone, pole set depth, physical assets on neighboring property other than location of pole(s),) is redacted in Attachment 1.”

PG&E similarly indicates in each of its responses the types of information that is redacted in each DR.

Complainants' Motion merely states they cannot and will not sign an NDA. Complainants are mistaken in their contention that signing an NDA during the discovery phase will prohibit Complainants from “submit[ing] relevant discovery materials into the public evidentiary record of this proceeding.” The determination of whether any document comes into evidence, whether redacted or unredacted, is a matter for a later determination by the CPUC at

^{2/} See *In Re Verizon Communications Inc.* 2005 WL 1865402 (Cal.P.U.C.) at p. 3, wherein a discovery dispute was brought before the Commission, and addressed Quest's concerns with confidentiality of its marketing materials by suggesting the use of a non-disclosure agreement.

and just prior to the evidentiary hearing and is not determined here at the discovery phase.

Complainants executing an NDA for discovery exchange is not waiving their ability to try to use a document (whether redacted or unredacted) as evidence later at the hearing; similarly, PG&E's production of a document in discovery is not waiving PG&E's ability to object to its use as evidence later.

PG&E's Responses to Discovery contain redactions of the following types of confidential information:

1. Customer-specific data, which may include demand, loads, names, addresses, and billing data.
(Protected under PUC § 8380; Civ. Code §§ 1798 et seq.; Govt. Code § 6254; Public Util. Code § 8380; Decisions (D.) 14-05-016, 04-08-055, 06-12-029)
2. Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver's license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual.
(Protected under Civ. Code §§ 1798 et seq.; Gov. Code § 7927.400; 42 U.S.C. § 1320d-6; General Order (G.O.) 77-M; see also CPUC D. 04-08-055, 06-12-029)
3. Physical facility, cyber-security sensitive, or critical infrastructure data, including without limitation critical energy infrastructure information (CEII) as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113 and/or General Order 66-D ("The subject information: (1) is not customarily in the public domain by providing a declaration in compliance with Section 3.2(c) stating that the subject information is not related to the location of a physical structure that is visible with the naked eye or is available publicly online or in print; **and** (2) the subject information either: could allow a bad actor to attack, compromise or incapacitate physically or electronically a facility providing critical utility service; or discusses vulnerabilities of a facility providing critical utility service").
(Protected under Gov. Code § 7927.705, 7929.205; 6 U.S.C. § 671; 6 CFR § 29.2)
4. Third-Party information subject to non-disclosure or confidentiality agreements or obligations.
(Protected under Gov. Code § 7927.705; see, e.g., CPUC D.11-01-036)

As PG&E's Responses to Discovery indicate, PG&E has redacted customer-specific data of customer names and addresses, other than the Complainants, as protected under #1 above. PG&E has redacted personal information that identifies an individual including their individual name, phone number, id, and email address, as protected under #2 above. PG&E has redacted pole set depth, considered critical energy infrastructure information, and physical facility

information of facilities that are not on complainants' property other than the pole location, as protected under #3 above. Finally, PG&E has not provided third-party contracts which are subject to non-disclosure or confidentiality agreements which are protected under #4 above.

Complainants have failed to show why an NDA for discovery exchange is unreasonable.

III. COMPLAINANTS' DISCOVERY AND MOTION SEEK IRRELEVANT INFORMATION AND INFORMATION PROTECTED BY THIRD PARTY CONTRACT

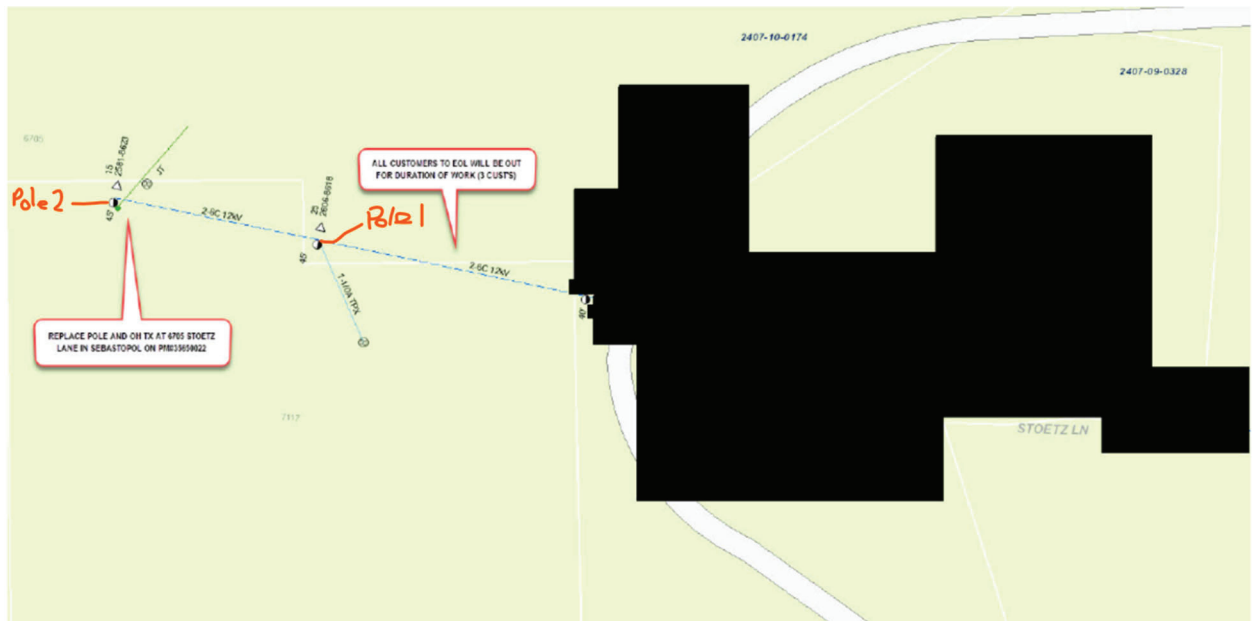
"A party may obtain discovery from any other party regarding any matter, not privileged, that is relevant to the subject matter involved in the pending proceeding." CPUC Rules 10.1. Complainants' discovery seeking information about Pole No. 1 (as defined by Complainants) which is the pole located on neighboring property but has the service facilities for Complainants' property, is irrelevant to this proceeding. The pending proceeding is Complaint C.26-03-007 and Complainants alleged that PG&E violated Rule 20 during their pole replacement project of 2026. The Complaint requests the following issues to be considered:

(4) The issues to be considered are

(Example: The utility should refund the overbilled amount of \$78.00):

Rule 20C Violation: PG&E's representative stated that no credit is available, which may contradict Electric Rule 20 which mandates a credit for the depreciation of replaced facilities.
PU Code 451 Violation: Installing a new pole in 2026 only to remove it in 2027 constitutes wasteful spending of ratepayer funds and creates a "stranded asset."
SB 884 Violation: PG&E is failing to "expedite and coordinate" infrastructure projects in a high-fire zone as intended by state law.

Below, is a screen capture of a simple map generated for the pole replacement project, produced as PGE000178 in PG&E's Responses to Discovery. I have added "Pole 2" and "Pole 1" in red with a line going to the pole locations for discussion here. PG&E's pole replacement project of 2026 replaced Pole No. 2, not Pole No. 1, which Complainants have admitted.



PG&E’s pole replacement project in 2026 had no impact on Pole No. 1 which Complainants seek records regarding. Complainants’ request for documents about Pole No. 1 (pole is not on Complainants’ property) is irrelevant to their complaint case alleging PG&E violated Rule 20 when it replaced the Pole No. 2 on their property. The Motion does not indicate why records about Pole No.1 which is not on Complainants Property will help them pursue their complaint about PG&E’s alleged violation of Rule 20 when replacing Pole No. 2.

With this in mind, the Motion indicates Complainants seek “unredacted operational records regarding vegetation management and infrastructure positioning on and adjacent to their property” to prove “the core of Complainants’ case that PG&E’s regional operations suffer from severe, systemic bureaucratic mismanagement.” Additionally, the Motion states they seek specific names of third-party contractor corporations and the individual names. PG&E has provided contractor corporation names in PG&E’s Responses to Discovery; however, PG&E has redacted individual names. The Motion alleges Complainants need individual names of contractors and employees to “track whether a constantly revolving door of different individuals and sub-contractors were being assigned to the same localized project footprint.” However, the Motion fails to argue how the names of individuals working for contractors are needed to prove

that PG&E violated Rule 20 with its pole replacement project of 2026. The Motion states Complainants seek the information to “cross-reference field logs, trace the chain of command, evaluate worker qualification continuity, or prove that a fragmented, uncoordinated operation structure led to our claims of property impacts and vegetation over-clearing at issue.” See Motion at 2. Additionally, not only are Complainants seeking irrelevant information outside the scope of the Complaint, but they are admittedly “expand[ing] their demand within this Motion to compel production of the precise financial amounts paid to these third-party contractors.” See Motion at 4.

Third-party contracts are confidential and protected from disclosure by Gov. Code § 7927.705; see, e.g., CPUC D.11-01-036. Complainants allege they need protected contractor financial data to prove “the extent of PG&E’s mismanagement...assess whether PG&E engaged in wasteful spending by repeatedly paying disparate, revolving contractors to correct or duplicate disjointed field operations on the Subject Poles.” See Motion at p. 2.

Complainants’ scope and purpose for their discovery inquiries are more what we would see in a CPUC ordered investigation, rather than a complaint case where the complainant has the burden to prove the utility violated a tariff, rule, order, or law which the CPUC has jurisdiction over. Not only is the financial information requested, and information regarding Pole No. 1 protected under the law, but such information is irrelevant to pursue their complaint case. Complainants admit their discovery pursuits are an expansion of the Complaint. Should Complainants have additional claims that they have not alleged in their Complaint, and that they seek to pursue against PG&E, their remedy is to file a new complaint containing those additional claims, so PG&E has the opportunity to respond with an appropriate Answer and affirmative defenses. It is entirely improper to enlarge the Complaints’ claims and allegations by serving discovery to support a claim Complainants intend to file elsewhere, or to add additional claims to the current Complaint case which are not related to the subject claim of violation of tariff as a result of 2026 pole replacement project. Complainants’ pursuit to prove PG&E mismanagement is not the proper scope for this Complaint case.

IV. COMPLAINANTS' MOTION IS PRE-MATURE

“[A] discovery dispute should be brought before the assigned Administrative Law Judge only as a last resort, after the parties’ good faith efforts as resolution of the dispute have failed.” See Discovery Practice at page 1.

PG&E argues Complainants’ Motion is premature. Complainants filed their Motion prior to receiving PG&E’s Responses to Discovery and therefore their Motion should be denied as premature. Without seeing exactly what PG&E redacted in PG&E’s Responsive Documents, the Motion is general and vague and lacks the preciseness to understand which piece of confidential information in the almost four hundred pages of produced documents, Complainants now argue should be unredacted, why it should be redacted, and the relevant law supporting their argument.

Additionally, while the Parties had a meet and confer prior to PG&E’s deadline to serve discovery responses, the meet and confer was about the NDA and what types of confidential information PG&E *will* generally redact in the upcoming filing. Complainants have not asked for a meet and confer since PG&E’s Responsive Documents have been served, and therefore the Parties have not discussed specific redactions; therefore, the meet and confer of July 3/July 7 do not support this Motion. To comply with CPUC Rule 11.3(a), Complainants should at the very least, only after having reviewed PG&E’s actual responses and production, request another meet and confer with PG&E to discuss actual redactions of discovery responses in hand.

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For the above reasons, PG&E kindly requests denial of Complainants' Motion to Compel.

Respectfully Submitted,

By: /s/ Jessica Basilio
JESSICA BASILIO

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E-Mail: Jessica.Basilio@pge.com

Dated: July 17, 2026

Attorney for Defendant
PACIFIC GAS AND ELECTRIC COMPANY

EXHIBIT 1

From: Basilio, Jessica (Law)
Sent: Tuesday, June 30, 2026 7:19 AM
To: Asmara Marek
Cc: Simki.Kuznick@aol.com; Robin.Mattern@gmail.com; Flavin, Lynn
Subject: RE: Complainants' First Set of Requests for Discovery

Good morning, Ms. Marek.

Yes, we agree that complainants are entitled to all relevant, non-privileged discovery material. However, some of that material contains confidential info which is protected from disclosure under the law. For example, employee personnel names and identifying information. To receive it un-redacted you will need to sign an NDA. The NDA is saying that you are only going to use the confidential information in the pursuit of your complaint case and that you are not going to give it to someone else. The parties don't file the responses to discovery with the Commission. The discovery exchange is just between the parties. There is nothing in evidence via our discovery exchange and it is not filed.

Rule 11.4 is for filing with the commission and that is what we did when we filed our Answer because there were personnel names and identifying info in the Answer that we don't make public, because they are protected under law (see #2 below). You received a redacted or public version of the Answer (and it was also filed on public docket) with the names redacted. The Commission received an unredacted version that was "filed under seal". We may need to file under seal later in the proceeding if some of the documents with confidential information become part of our exhibits or your exhibits. Then we will file it under seal with the Commission again per Rule 11.4. We are not doing that now though. We are just exchanging information and documents.

The NDA is our standard NDA for disclosure of confidential information to a member of the public during discovery in a CPUC case. As complainants, you are considered members of the public. The information that we redact is protected from public disclosure by law. The types of information that are considered confidential are as follows:

1. Customer-specific data, which may include demand, loads, names, addresses, and billing data. (Protected under PUC § 8380; Civ. Code §§ 1798 et seq.; Govt. Code § 6254; Public Util. Code § 8380; Decisions (D.) 14-05-016, 04-08-055, 06-12-029)
2. Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver's license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual. (Protected under Civ. Code §§ 1798 et seq.; Gov. Code § 7927.400; 42 U.S.C. § 1320d-6; General Order (G.O.) 77-M; see also CPUC D. 04-08-055, 06-12-029)
3. Physical facility, cyber-security sensitive, or critical infrastructure data, including without limitation critical energy infrastructure information (CEII) as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113 and/or General Order 66-D ("The subject information: (1) is not customarily in the public domain by providing a declaration in compliance with Section 3.2(c) stating that the subject information is not related to the location of a physical structure that is visible with the naked eye or is available publicly online or in print; **and** (2) the subject information either: could allow a bad actor to

attack, compromise or incapacitate physically or electronically a facility providing critical utility service; or discusses vulnerabilities of a facility providing critical utility service”).

(Protected under Gov. Code § 7927.705, 7929.205; 6 U.S.C. § 671; 6 CFR § 29.2)

4. Proprietary and trade secret information or other intellectual property and protected market sensitive/competitive data.
(Protected under Civ. Code §§ 3426 *et seq.*; Gov. Code §§ 7927.300, 7927.705, 7929.420, 7927.605, 7930.205; Evid. Code §1060; CPUC D.11-01-036)
5. Corporate financial records.
(Protected under Gov. Code §§ 7927.705, 7927.605)
6. Third-Party information subject to non-disclosure or confidentiality agreements or obligations.
(Protected under Gov. Code § 7927.705; see, e.g., CPUC D.11-01-036)
7. Other categories where disclosure would be against the public interest.
(Gov. Code § 7922.000)

We have just started to pull the documents you requested and are going through them. Right now, I sure in the responsive documents there are names and identifying info of employees under #2 above, and physical facility and perhaps critical energy infrastructure information under #3 above. There could be other types of confidential information as well, I am not positive because we have not pulled and reviewed all the records yet. If you decide to not execute the NDA, we will still provide the responsive documents, however they will be redacted with black bars over the confidential info. It is up to you.

An email is not considered a meet and confer. We should meet and confer via phone if you are going to challenge the requirement of the NDA. I have a quite a bit of availability this week, so please let me know what would work best for you.

Thank you.

Jessica Basilio
Attorney
Pacific Gas and Electric Company
(510) 277-5288

From: Asmara Marek <asmaramarek@gmail.com>
Sent: Tuesday, June 30, 2026 5:28 AM
To: Basilio, Jessica (Law) <J33Z@pge.com>
Cc: Simki.Kuznick@aol.com; Robin.Mattern@gmail.com; Flavin, Lynn <LVF1@pge.com>
Subject: Re: Complainants' First Set of Requests for Discovery

!!! EXTERNAL SENDER !!!

This email came from outside PG&E. Think before you click. Be extra wary of links, attachments, providing sensitive information, and QR Codes. If this email seems suspicious, use the **REPORT PHISH BUTTON**.

Good morning Ms. Basilio:

Per CPUC Rule 10.1, the complainants are entitled to all relevant, non-privileged discovery material. We refuse to sign a private, extra-procedural NDA as a condition for receiving this information.

If PG&E believes the requested data requires protection, the proper mechanism is to request a standard Commission Protective Order under Rule 11.4, not to demand custom contracts from complainants.

Please consider this our formal attempt to meet and confer under Rule 11.3(a).

Cheers,

Asmara Marek

On Mon, Jun 29, 2026 at 6:01 AM Basilio, Jessica (Law) <J33Z@pge.com> wrote:

Good morning, Asmara.

We have received Complainants' discovery requests. As I glance through it quickly, there is information requested that is confidential and so I have attached our standard non-disclosure agreement so PG&E can share the confidential information with the Complainants. Please review and let me know if you have any questions. Each of the Complainants should execute and date, so we can provide responsive info on July 13.

Thanks.

Jessica

Jessica Basilio

Attorney

Pacific Gas and Electric Company

(510) 277-5288

From: Asmara Marek <asmaramarek@gmail.com>

Sent: Saturday, June 27, 2026 6:06 PM

To: Basilio, Jessica (Law) <J33Z@pge.com>

Cc: Simki.Kuznick@aol.com; Robin.Mattern@gmail.com; Flavin, Lynn <LVF1@pge.com>

Subject: Complainants' First Set of Requests for Discovery

!!! EXTERNAL SENDER !!!

This email came from outside PG&E. Think before you click. Be extra wary of links, attachments, providing sensitive information, and QR Codes. If this email seems suspicious, use the **REPORT PHISH BUTTON**.

Dear Ms. Basilio and Ms. Flavin:

Attached please find Complainants' First Set of Requests for Admissions, Additional Information, and Production of Documents to PG&E. Your responses are due on July 13, 2026, by 5 pm PST. Please reach out to me if you have any questions. Thank you.

Asmara Marek

Lead Complainant

(202) 706-9504

You can read about PG&E's data privacy practices at [PGE.com/privacy](https://www.pge.com/privacy).

EXHIBIT 2

GENERAL DISCOVERY CUSTOM AND PRACTICE

The California Public Utilities Commission's (Commission's) limited formal rules for discovery are contained in Article 10 and Rules 11.3 and 11.7 of the Commission's Rules of Practice and Procedure.¹ The Commission is generally not bound by the formal rules for discovery found in the Code of Civil Procedure (CCP), although it may look to the CCP for guidance in resolving discovery disputes. These guidelines reflect customary discovery practices that have developed over time and are recognized by most experienced practitioners before the Commission. They are not part of the Commission's formal Rules of Practice and Procedure, and individual matters may require different approaches or processes depending on the specific case or matters being addressed.

- The conduct of the Commission's business is facilitated by the smooth exchange of information among the parties. Thus, as a general principle, discovery should proceed in a cooperative and efficient manner, differences should be resolved as much as possible among the parties, and a discovery dispute should be brought before the assigned Administrative Law Judge only as a last resort, after the parties' good faith efforts at resolution of the dispute have failed.
- Discovery may be propounded by any party on any other party, as defined by Rule 1.4. Parties may also propound discovery on a non-party through a subpoena, as provided in Rule 10.2. Unless otherwise required, discovery is not filed or served on service lists.
- The usual means of discovery on other parties is through "data requests" (*i.e.*, questions or requests for data, information or documents sent electronically or in writing to the party to respond). Depositions are allowed pursuant to Public Utilities Code Section 1794. Commission discovery practice generally does not use formal civil discovery tools, such as requests for admission, interrogatories, etc.
- The customary response time for data requests is 10 business days. The propounding party may indicate if a shorter response period is required or a longer response period is acceptable to it. A responding party may indicate if a longer response period is required but should do so promptly and should indicate the date upon which the data response will be provided. Parties are encouraged to work together to identify a reasonable response time.
- If all or a portion of the information sought in discovery is considered proprietary or confidential by the responding party, the responding party will ordinarily propose that the propounding party execute a non-disclosure agreement. Parties are expected to negotiate in good faith with respect to the terms of such agreements. Additional time may be allowed to respond to discovery, if necessary, for the negotiation of a non-disclosure agreement with parties other than Commission staff; however, parties should not engage in undue delay as a litigation tactic.

- The responding party may object to the data request and should make a reasonable effort to lodge its objection in a prompt manner after receiving the data request. However, objections are not waived if not made until the date when the responses themselves are due.
- Subject to any applicable confidentiality or non-disclosure requirements, a party to a proceeding may request copies of data requests/responses propounded by and on other parties in the same proceeding. If the party requesting copies wishes also to receive copies of future data requests/responses, it must affirmatively make such a request as part of its request for a copy of an individual data request, or separately.
- A responding party may provide its data response to the propounding party via e-mail or other mutually agreed-upon method. A responding party may satisfy the obligation to provide data requests/responses to any other parties by providing such data requests/responses via e-mail, posting data requests/responses on a website, or any other mutually agreed-upon method.
- A propounding or responding party may request a “meet & confer” to discuss a data request/response. For example, a meet & confer may be requested by a propounding party to discuss a non-responsive data response or by a responding party who wishes to clarify or intends to object to a data request. The goal of the meet & confer is for the parties to identify a mutually-acceptable resolution to the identified issue. Participation in a meet & confer does not waive the propounding party’s right to file a motion to compel a response to a data request or a responding party’s right to file a motion for a protective order; in fact, informal attempts to resolve discovery disputes are **required** prior to filing such motions (see Rule 11.3(a)).
- Data responses may be entered into the record through witness testimony or by other means, such as by stipulation.