BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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Application of Pacific Gas and Electric Company for Adoption of Electric Revenue Requirements and Rates Associated with its 2027 Energy Resource Recovery Account (ERRA) and Generation Non-Bypassable Charges Forecast and Greenhouse Gas Forecast Revenue Return and Reconciliation.	Application 26-05-007

PUBLIC ADVOCATES OFFICE MOTION TO COMPEL INFORMATION RELATED TO PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION FOR ENERGY RESOURCE RECOVERY ACCOUNT--FORECAST; [PROPOSED] ORDER

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I. INTRODUCTION

The Public Advocates Office at the California Public Utilities Commission (Cal Advocates) moves to compel Pacific Gas and Electric Company (PG&E) to respond to Data Request 001 (DR1), originally issued on June 3, 2026,[1] pursuant to Public Utilities Code Sections 309.5(e), 314, and 10.1 and 11.3 of the California Public Utilities Commission's (Commission's) Rules of Practice and Procedure.

In Application (A.) 26-05-007, PG&E seeks approval of its 2027 ERRA Forecast revenue requirements of approximately $3.176 million, including forecasted year-end balancing account balances and adjusted down from approximately $4.409 million for ratesetting purposes.[2] In dispute is a data request seeking the total forecasted load from large data center projects that PG&E has agreed to serve with new or incremental electric load.[3] PG&E expects these projects to come online by year-end 2027.

PG&E provided in its testimony a partially populated confidential copy of a table marked "Table 2-3, 2027 Energy (GWH) and Peak Demand (MW) Requirements."[4] However, in both the public and confidential versions of PG&E's testimony, PG&E left Line 7 of Table 2-3 blank, omitting the total forecasted load for large data centers.[5] On June 3, 2026, Cal Advocates requested the omitted data from Line 7 of Table 2-3.

Cal Advocates requires the total forecasted load from data center projects to assess the reasonableness and rate impacts of PG&E's Application. Absent a greater understanding of data center load forecasts, including assumptions embedded in the forecasts, neither Cal Advocates nor the Commission can assess, much less mitigate, the risk this emerging sector may pose to ratepayers. With the requested information, Cal

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[1] Appendix 1, PG&E Response to Public Advocates Confidential Data Request Q3, Table 2-e, line 7 (CalAdvocates_DR 01-CONF, Q 003 ai DR-001)(DR1) (Not marked "Confidential") (June 17, 2026).

[2] PG&E ERRA-F Application at 2.

[3] Appendix 1, PG&E Response to DR1 (Not marked "Confidential") (June 17, 2026).

[4] A.26-05-007, PG&E Testimony at 2-13 (Public Version).

[5] A.26-05-007, PG&E Testimony at 2-13 (Public Version).

Advocates can determine whether this emerging sector is forecasted to have a reasonable or outsized impact on ratepayers in PG&E's service territory.

Though given multiple opportunities to produce this data, PG&E has not provided the requested information. First, PG&E's testimony claims that sharing data center forecasts would violate Rule 15/15 set forth in D.97-10-031 ("Rule 15/15"), which provides a process to protect customer privacy.[6] PG&E explained: "Consequently, no data center forecast results are shared here nor in Table 2-3 (i.e., lines 7 and 39 are left blank), in order to protect private customer information."[7]

Cal Advocates propounded DR1 to obtain the data center forecasts that were omitted from Table 2-3. In response to DR1, PG&E again withheld the information based on the claim that "as stated in testimony, doing so would reveal confidential customer information" to Cal Advocates.[8] On July 8, 2026, Cal Advocates convened a meet and confer meeting with PG&E to discuss the information omitted from Line 7. At the meeting, PG&E claimed it cannot provide the requested information because it is prohibited by a non-disclosure agreement (NDA) with its customer(s). These claims lack legal merit as shown below.

Cal Advocates issued DR1 as a party to this proceeding in furtherance of its statutory duty to advocate on behalf of PG&E's customers. The information sought is necessary to understand the load planning and rate impacts of data centers. Cal Advocates and the Commission require this foundational data to assess, and potentially mitigate, the risk this emerging sector may pose to ratepayers.[9] As shown below, PG&E'S objection on the basis of confidentiality is misplaced. As PG&E is well aware,

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[6] A.26-05-007, PG&E Testimony at 2-13 (Public Version).

[7] Ibid.

[8] A.26-05-007, PG&E Testimony at 2-21 and Appendix 1, PG&E Response to DR 1 Q003ai (Not marked "Confidential") (June 17, 2026).

[9] For example, if PG&E's assumptions result in a sizeable and inflated data center load forecast for 2027, then PG&E's generation and energy revenue requirement will increase and be allocated to each customer class. Residential customers typically pay about 40 to 50 percent of such revenue requirements so if data centers' load forecasts are not accurately accounted for, residential ratepayers could end up subsidizing this sector.

General Order (GO) 66-D is the appropriate vehicle to ensure confidentiality. Rather than avail itself of the proper protections, PG&E is wrongly withholding this foundational information.

II. BACKGROUND

PG&E's testimony states that "new to the 2027 ERRA Forecast," the utility has compiled historical electricity usage from large data centers and removed these sales from historical industrial sales in its analysis to account for large data center load separately. The utility goes on to state that the industrial sector forecast growth is driven primarily by increasing demand from large data centers.[10] To better understand the implications of PG&E's new forecast methodology and customer growth expectations, Cal Advocates issued several data requests (DRs) for information. Among its DRs, Cal Advocates' DR1 seeks information about the monthly load forecast of large data centers. Cal Advocates sent DR1 on June 3, 2026, with a due date of June 17, 2026.[11] PG&E's response to DR1 objected to producing the requested information on claims of "customer confidentiality."[12] No confidentiality declaration or matrix accompanied PG&E's response.

On July 8, 2026, Cal Advocates met with PG&E in a good faith attempt to resolve the dispute, as required by Rule 11.3(a). PG&E did not come to the meet and confer prepared. Cal Advocates informed PG&E in advance that its objective in this meet and confer was to secure the production of the data centers' load forecast, which it requires to perform its statutory duties. Despite this advance notice, PG&E determined to send only lawyers, no analysts from PG&E's team participated in the meeting.[13] PG&E's counsel could not answer questions about how the new load would be served or how it

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[10] A.26-05-007 at 2-4, 2-5.

[11] Appendix 1, PG&E Response to DR1 (Not marked "Confidential") (Jun 17, 2026).

[12] Appendix 1, PG&E Response to DR 1-Q3 at 2 (Not marked "Confidential") (June 17, 2026).

[13] During the meet and confer, PG&E's counsel explained that they decided internally that the meet and confer only involved legal issues so no analysts from their team were needed.

would impact existing customers.[14] As a result, Cal Advocates could not proceed with its reasonableness review.

For the first time in the proceeding, during the meet and confer PG&E's counsel claimed that they could not produce the requested information due to an NDA.[15] When Cal Advocates explained that it need not enter into the NDA to access the requested information given its broad discovery authority, PG&E stated it was unwilling to produce the information without a Commission order to overcome the NDA and claimed it received a similar order issued in last year's ERRA Forecast.[16] Though Cal Advocates requested a copy of this NDA, it was only given a template.[17] The express terms of the NDA template (included here as Appendix 4) provide that PG&E will disclose confidential information to its regulators "subject to the regulators' respective confidentiality rules…"[18]

Thus, as discussed in detail below, in addition to coming to the meet and confer unprepared to discuss the central issue - production of data center load forecast - PG&E refused to comply with Cal Advocate's discovery based on a decision that it knew or should have known was both inapplicable and not controlling, and now relies on a belated objection that is contrary to the terms of the document it says is controlling.

III. CAL ADVOCATES' MOTION TO COMPEL SHOULD BE GRANTED

A. PG&E Wrongly Withholds the Requested Information Based on Confidentiality Claims

PG&E objects to Cal Advocates' request on claims that doing so would reveal confidential customer information. Cal Advocates understands the information is

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[14] Appendix 2, Email from PG&E Case Manager to Cal Advocates' counsel. After the meet & confer had concluded, PG&E's case manager assigned to this proceeding emailed to say she'd attempted to access unsuccessfully.

[15] Discussion at Meet & Confer, (July 8, 2026).

[16] A25-05-011 ALJ Ruling Requiring Additional Information Sep. 9, 2026, ALJ Ruling Requiring Additional Information Oct. 10, 2026.

[17] Appendix 3, Email correspondence requesting NDA. (July 15, 2026).

[18] Appendix 4, PG&E Mutual NDA Template, term 4 at 2, "Disclosures Required by Law."

confidential, which is why it requested the information in a "confidential copy."[19] PG&E has improperly refused to respond to Cal Advocates' request to produce the information.

As an initial matter, neither the Commission nor California Courts allow discovery to be withheld on claims of confidentiality, where the information is not privileged.[20] To the contrary, the California Code of Civil Procedure (CCP) section 2017.010 broadly provides that:

> …any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence.

Rule 10.1 of the California Public Utilities Commission's Rules of Practice and Procedure similarly provides that:

> any 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, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence.

PG&E's objection to producing confidential information for which it does not claim a privilege is improper in several respects.

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[19] Appendix 1, PG&E Response to DR1 Q3 states: Please provide a confidential copy of Table 2-3 that includes the data center forecast figures from line 7 with a supporting confidentiality declaration.

[20] *Williams v. Superior Court* (2017) 3 Cal.5th 531, 540 ("the burden of justifying any objection and failure to respond remains at all times with the party resisting" the discovery request). *OXY Resources California LLC v. Superior Court* 115 Cal. App.4th 874, 890 (2004) ("a party seeking to rely on the common interest doctrine does not satisfy its burden to justify a claim of privilege simply by demonstrating that a confidential communication took place between parties who purportedly share a common interest. Rather, the party seeking to invoke the doctrine must first establish that the communicated information would otherwise be protected from disclosure by a claim of privilege. For example, the content of the communication may comprise information shared in confidence by a client with his or her attorney, a legal opinion formed and advice given by the lawyer in the course of the attorney-client relationship, or a writing reflecting an attorney's impressions, conclusions, or theories. (See Evid. Code, § 952; Code Civ. Proc., § 2018, subd. (c).").

First, GO 66-D sets the Commission's required process for submitting potentially confidential information. In particular, FOF 6 of GO 66-D requires that information submitters claiming confidential treatment specify the basis for confidential treatment.[21] Despite the fact that it routinely uses GO 66-D to identify and protect confidential information,[22] PG&E makes no attempt to do so here. Rather than accompany its confidentiality claim with the requisite declaration and matrix as required by GO 66-D, PG&E's confidentiality claims consist entirely of its statement in response to Cal Advocates' DR1 that, "PG&E objects to provide its data center forecast. As stated in testimony, doing so would reveal confidential customer information."[23]

Rather than make the showing required by GO 66-D, PG&E claims that D.97-10-031 directs that it not share the data center forecasts in its testimony.[24] PG&E's claim is nothing short of preposterous. In addition to being contrary to the plain language of D.97-10-031, PG&E's reading would undermine GO 66-D and create a conflict with D.14-05-016 and various statutes.

1. PG&E's reading of D.97-10-013 is contrary to plain language of the Decision

D.97-10-031 creates several rules in order to prevent public dissemination of customer information. Rule 15/15, which PG&E purports to rely on here is one such rule. This rule requires utilities to aggregate or anonymize customer-specific information~~.~~ where there is "customer-specific information that may be requested by end-use customer."[25] Thus, contrary to PG&E's claims, Rule 15/15 does not bar release of

[21] General Order 66-D, D.17-09-023 at 48 FOF 5 explains GO 66-D serves to implement a consistent process for submitting potentially confidential information to the Commission and FOF 6 explains GO 66-D serves to require that information submitters claiming confidential treatment for specify the basis for confidential treatment.

[22] See for example, A2509015, Motion of Pacific Gas and Electric Company (U 39 G) to File Fall Update Errata (Confidential Version) Under Seal, R.20-01-007 Motion of Pacific Gas and Electric Company (U 39 G) for Leave to File Under Seal Confidential Materials Filed in Response to ALJ's Seeking Revised Data from Cal's Gas Utilities.

[23] Appendix 1, PG&E Response to DR 1-Q3ai (Not marked "Confidential")(June 17, 2026).

[24] PG&E Testimony at 2-13 citing D.97-10-031.

[25] D.97-10-031 FOF 6 at 26.

the information to Cal Advocates requested; it only speaks to how data is *publicly* released.[26]

D.97-10-013 applies to the *release* of information by utilities, not the *receipt* of information by the Commission.[27] The decision describes workshops proposals considering different ways for Utility Distribution Companies (UDCs) to release customer information to energy service providers (ESPs), such as in the form of basic customer information, an opt-in confidential database with customer-specific usage information but not customer's identity, or a non-confidential database that applies Rule 15/15 and removes customer's identity.[28] No matter the manner of release, the decision states that "by keeping customer information in the hands of the UDCs, we can ensure the Commission retain continuing regulatory jurisdiction over customer information."[29] In order for the Commission to retain regulatory jurisdiction over customer information, it must *receive* or have that information. PG&E prematurely applies Rule 15/15 to the Commission's receipt of information when it should be applied to utility's release of customer information.

2. PG&E's reading of D.97-10-013 undermines GO 66-D

By way of GO 66-D, the Commission intends "to increase public access to records furnished to the Commission by the entities we regulate, while ensuring that information truly deserving of confidential status retains that protection."[30] To meet this balance, GO 66-D requires submitters to: (a) designate any portion information-- each page, section, or field-- as confidential (b) specify the basis for the Commission to provide

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[26] D.14-05-016 at 2,124 & 126.(adopting "rules to provide access to energy usage and usage-related data while protecting privacy of personal data recognizes the benefit of providing this information to local government entities, researchers, and state and federal agencies when such access is *consistent with state law and CPUC procedures* that protect the privacy of consumer data.") (emphasis added) This decision focuses on the "provision", i.e. the release, not the receipt of this data.

[27] D.97-10-031 at 2 "This decision sets forth the process for *releasing a*nd the format for the customer-specific information that may be requested by end-use customer, and the process for *releasing* and format for non-identifiable customer usage information." (emphasis added).

[28] D.97-10-13 FOF 1, 2, 5, 6 at 26 & OP1,2, 3 at 29.

[29] D.97-10-13 Col 13 at 29.

[30] R.14-11-011 at 1.

confidential treatment with specific citation to an applicable provision of CAPRA (c) provide a signed declaration setting forth the rationale for its request for confidential treatment by the Commission, and (d) provide the name and email address of the person for the Commission to contact regarding the potential release of information.[31] PG&E's reading of D.97-10-013 undermines the GO-66 D by withholding information based on a narrowly-tailored and misplaced rule about the release of customer information. This logic supports the use of frivolous claims that impede access, rather than increase access, to records that are rightfully public. PG&E's failure to comply with GO 66-D or, alternatively, demonstrate how the information is privileged, impermissibly denies Cal Advocates the information it requires to perform its duties.

3. PG&E's reading of D.97-10-013 creates a conflict with P.U. Code Section 309.5

Public Utilities Code Section 309.5 provides that Cal Advocates:

> may compel the production or disclosure of any information it deems necessary to perform its duties from any entity regulated by the commission, provided that any objections to any request for information shall be decided in writing by the assigned commissioner or by the president of the commission, if there is no assigned commissioner.[32]

Despite Cal Advocates' broad discovery rights codified in §309.5, PG&E reads D.97-10-013 to make a claim in support of its own confidentiality determination and withhold that information from Cal Advocates. Rather than exempt PG&E from discovery to shield confidential information from public release, the Code of Civil Procedure, Commission Rules of Practice and Procedure, Commission General Order, and the California Public Utilities Code make clear that because PG&E is a regulated entity, it must provide the information in response to Cal Advocates' request pursuant to the requirements in GO 66-D.

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[31] D.17-09-023 at 6, Appendix A, GO 66-D, Sec. 3.2 at 2-3.

[32] Pub. Util. Code §309.5.

B. PG&E's NDA Claims are Meritless

1. Contractual Agreements Cannot Preempt Statutory Obligations

PG&E claims that it cannot produce the information requested because it is protected by the NDA that the utility entered into with its customer(s).[33] However, PG&E is well aware that an NDA, which is essentially a private contract, cannot eliminate nonwaivable statutory obligations.[34] The California Supreme Court has found that all applicable laws in existence when a contract is entered into "necessarily …form part of it...."[35] PG&E is also well aware that it is required to disclose confidential data to Commission staff even where NDAs may protect these disclosures to other parties.[36] Laws that require regulated entities to make books, accounts, and records available for inspection by Cal Advocates are standard practice for PG&E and should be assumed to form part of any NDA it may have with customers. Cal Advocates' rights to obtain these records are codified in Pub Util. Code §314.[37] California courts have found that while an NDA may create confidentiality between parties, it does not create an evidentiary

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[33] PG&E and Cal Advocates Meet & Confer, July 8th, 2026 pursuant to Rule 11.3. Cal Advocates learned about the existence of an NDA for the first time at this meeting.

[34] *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937, 954 (2008) cites *Torrance v. Workers' Comp. Appeals Bd.* (1982) 32 Cal.3d 371, 378; *Savage v. PG&E* (1993) 21 Cal.App. 4th, 434, 456 (requiring utilities to submit to regulatory authority "the nature of the California regulatory scheme demonstrates that… a public utility may not properly claim prerogatives of 'private autonomy' …")

[35] *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937, 954 (2008) cites *Torrance v. Workers' Comp. Appeals Bd.* (1982) 32 Cal.3d 371, 378. ("[A]ll applicable laws in existence when an agreement is made, which laws the parties are presumed to know and to have in mind, necessarily enter into the contract and form a part of it, without stipulated to that effect, as if they were incorporated.")

[36] *Savage v. PG&E* (1993) 21 Cal.App. 4th, 434, 456 and see D.08-04-023 at 22 Decision Adopting Model Protective Order and Non-Disclosure Agreement where the decision makes clear that Commission staff is not subject to the same non-disclosure protections as other party of persons and that the utilities/parties must disclose confidential information to the Commission staff when requested.

[37] Pub Util. Code at §314(a) grants the Commission, each commissioner, and each officer and person employed by the commission broad authority to inspect the accounts, books, papers, and documents of any public utility at any time.

privilege.[38] Therefore, PG&E must be ordered to produce the requested information based on its regulatory obligation.[39]

2. PG&E's Claims are Contrary to the Express Language of Its NDA

As is the case here, many NDAs expressly include conditions making execution of the contract subject to existing laws and rules. PG&E's "Mutual NDA Template" states "'notwithstanding the foregoing' [agreement to provide the receiving party notice and an opportunity to contest disclosure…] 'the Parties recognize that PG&E is a regulated utility and that its regulators have broad rights to require information from PG&E and from time-to-time PG&E may have to disclose certain Confidential Information to its regulators (e.g., the California Public Utilities Commission (CPUC)...'"[40] This passage shows that the NDA is subject to existing laws. It also undermines PG&E's insistence that it requires a Commission order to disclose the requested information because it must comply with the Commission's request notwithstanding its NDA agreement.[41]

3. PG&E's NDA Objection Should be Waived because it was Untimely

PG&E waived any objection based on the NDA because the objection was not timely; it came at the meet and confer on July 8, 2026, well after the June 17, 2026, due date for responses. A party that fails to serve a timely response to a discovery request waives "any objection" to the request, "including one based on privilege" such as the protection of attorney work product.(§§ 2030.290, subd.(a).2031.300, sub.(a).)[42] PG&E made Cal Advocates aware of the NDA for the first time at the meet and confer on July

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[38] *OXY Resources California LLC v. Superior Court* 115 Cal. App.4th 874, 893-894 (2004) ("T]he common interest doctrine cannot be invoked unless there is an underlying claim of privilege… the Joint Defense Agreement merely evidences an expectation of confidentiality …; it does not protect document from disclosure, unless they contain or reflect [an evidentiary privilege].)

[39] Code of Civil Procedure Sec. 2017.010, Commission Rule of Practice and Procedure10.1, Public Utilities Code §309.5.

[40] Appendix 4, PG&E Mutual NDA Template, term 4 at 2, "Disclosures Required by Law."

[41] Appendix 4, PG&E Mutual NDA Template, term 4 at 2, "Disclosures Required by Law."

[42] *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants*, 148 Cal. App. 4th 390, 403 (2007).

8, 2026. However, PG&E was aware of the NDA prior to June 17, 2026 when it provided its responses to DR1, and provided no explanation why it did not raise the objection in a timely manner. Thus, had PG&E wanted to use the NDA as an objection to Cal Advocate's inspection demands, even if unsuccessful, it was required to state as much in its June 17, 2026, Response to DR1. PG&E, therefore, waived its confidentiality objections based on the NDA after failing to raise the objection in a timely manner in its DR response.

IV. REQUEST FOR EXPEDITED RESPONSE AND RULING COMPELLING PRODUCTION

The response to DR 1 Question 3ai. remains incomplete. Cal Advocates requires the information described in Section II. A. above to assess PG&E's new forecast methodology and customer growth expectations due to data centers across PG&E's service territory. PG&E's unwillingness to produce requested information has unduly delayed and unreasonably impeded Cal Advocates' review of the Application.[43] In light of the proceeding schedule and the frivolous nature of the objections at issue, Cal Advocates requests a ruling requiring PG&E to respond to this motion within 4 calendar days. If Cal Advocates receives a favorable ruling on its motion, it further requests an order requiring expeditious delivery of the requested information.

Respectfully submitted,

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July 27, 2026

[43] Appendix 1, PG&E Response to DR 1-Q3ai (Not marked "Confidential")(June 17, 2026).

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Adoption of Electric Revenue Requirements and Rates Associated with its 2027 Energy Resource Recovery Account (ERRA) and Generation Non-Bypassable Charges Forecast and Greenhouse Gas Forecast Revenue Return and Reconciliation.	Application 26-05-007

[PROPOSED] ORDER

Having considered the arguments of the parties, and good cause appearing,

It is therefore ORDERED:

1. Pacific Gas & Electric (PG&E) shall produce a complete and confidential copy of Table 2-3 revealing line 7 with the monthly forecast load of large data centers that would allow Cal Advocates to fulfill its statutory duty to conduct a reasonable review within four (4) days of the date of the issuance of this Ruling.

IT IS SO ORDERED

Dated:________________________

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Administrative Law Judge

APPENDIX-01

A2605007 PG&E Response To
Cal Advocates Data Request DR-0001-Q003CONF
(Not marked "Confidential")
(June 17, 2026)

PACIFIC GAS AND ELECTRIC COMPANY
Energy Resource Recovery Account 2027 Forecast
Application 26-05-007
Data Response

PG&E Data Request No.:	CalAdvocates_001-Q003
PG&E File Name:	ERRA-2027-PGE-Forecast_DR_CalAdvocates_001-Q003CONF
Request Date:	June 3, 2026
Requester DR No.:	PGE_2027-ERRA-F_CalAdvocates_DR 01-CONF
Requesting Party:	Public Advocates Office
Requester:	[redacted]
Date Sent:	June 17, 2026
PG&E Witness(es):	

SUBJECT: PUBLIC ADVOCATES OFFICE CONFIDENTIAL DATA REQUEST A.26-05-007 PG&E NO. 01

QUESTION 003

In Table 2-3 (see Question 1) on line 7, PG&E does not provide a data center load forecast since "one customer represents greater than 15 percent of total [data center] load in 2027."[1] Please provide a confidential copy of Table 2-3 that includes the data center forecast figures from line 7 with a supporting confidentiality declaration.

a. List out how much, in GWh, of the total forecasted load from data centers (i.e., the figure from Table 2-3, line 7, total column) is from projects that currently (as of May 31, 2026) have either:
    i. Signed agreements for electric service with PG&E for the new or incremental load that PG&E expects to come online by year-end 2027.
        1. Please describe the requirements that a project must fulfill to sign an agreement for electric service with PG&E for new or incremental load (e.g., a completed engineering study, which provides information on required grid upgrades and associated timelines.)
    ii. An active application for electric service with PG&E but do not yet have a signed agreement for the new or incremental load that PG&E expects to come online by year-end 2027.
    iii. Submitted inquiries for electric service from PG&E but have not filed an application with PG&E for the new or incremental load that PG&E expects to come online by year-end 2027.
b. If the total GWh from PG&E's answers to Question 3a do not equal the total GWh from the amount on Table 2-3, line 7, total column, please explain why.

[1] PG&E 2027 ERRA Testimony – Confidential, at 2-13.

TABLE 2-3
2027 ENERGY (GWH) AND PEAK DEMAND (MW) REQUIREMENTS

2-21

		2027 ENERGY REQUIREMENTS (GWh)												
Line No.	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	**Energy Load (GWh)**													
2	Unmitigated Retail Sales (incl Large Data Centers)	[redacted]												91,067
3	Conservation and Energy Efficiency	(193)	(174)	(190)	(189)	(216)	(249)	(282)	(275)	(238)	(213)	(181)	(197)	(2,597)
4	Distributed Generation													
5	Solar	(708)	(843)	(1,286)	(1,529)	(1,733)	(1,778)	(1,801)	(1,718)	(1,482)	(1,256)	(878)	(741)	(15,752)
6	Non-PV DG	(262)	(237)	(263)	(256)	(264)	(256)	(265)	(266)	(258)	(267)	(259)	(268)	(3,121)
7	Large Data Centers													
8	Storage	16	15	18	18	18	17	18	17	17	17	17	17	206
9	Electric Vehicles	352	322	362	355	372	365	382	388	380	398	390	408	4,474
10	Building Electrification	[redacted]												281
11	Retail Sales	[redacted]												74,558
12	Direct Access													
13	Direct Access	(888)	(871)	(885)	(885)	(949)	(973)	(1,009)	(1,056)	(1,094)	(1,058)	(998)	(821)	(11,486)
14	Community Choice Aggregation													
15	Marin Clean Energy	[redacted]												
16	Sonoma Clean Power													
17	Clean Power San Francisco													
18	Peninsula Clean Energy													
19	Silicon Valley Clean Energy													
20	Redwood Coast Energy Authority													
21	Pioneer Community Energy													
22	Central Coast Community Power													
23	Ava Community Energy													
24	San Jose Clean Energy													
25	Valley Clean Energy													
26	King City Community Power													
27	Community Choice Aggregation Total	[redacted]												(40,153)
28	UFE, Transmission & Distribution Losses	[redacted]												2,132
29	Total Requirement													25,050
30	Retail Sales excludes BART energy requirements.													

ANSWER 003

PG&E objects to providing its data center forecast. As stated in testimony, doing so would reveal confidential customer information.

a)

PG&E is unclear the significance of the phrases “signed agreement for electric service” and “active application for electric service.” PG&E assumes that these phrases aligns with the California Energy Commission (CEC) 2025 Integrated Energy Policy Report (IEPR) data center forecast group definitions, where “signed agreement for electric service” is categorized as Group 1 and “active application for electric service” is categorized as Group 2.[2] For the purposes of the 2025 IEPR, PG&E and CEC had a common understanding that Group 1 projects referred to projects with signed Preliminary Engineering Studies (PES), and Group 2 projects refers to projects that had submitted an active interconnection application but did not have a signed PES. Consequently, in the context of this question, PG&E assumes that Cal Advocates' reference of “signed agreement for electric service” is equivalent to signed PES, and “active application for electric service” is equivalent to an active interconnection application without a signed PES.

i) Given the above assumption about the significance of the phrase, “signed agreement for electric service,” 100% of the large data center load forecast fall into this category. As mentioned previously, the exact GWh value is confidential. Note that this total includes load from a project that, subsequent to producing the data center forecast for the 2027 ERRA forecast May application, PG&E's load forecasting team learned is not

[2] California Energy Commission, 2025 IEPR: Preliminary Data Center Forecast, October 30, 2025. Slide 5.

actually a data center. This project will be removed from the data center forecast for the fall update of the 2027 ERRA forecast.

1) Signing the PES signifies that the customer is electing for their project to proceed in the interconnection process and select a service option. Preconditions for signing the PES include

- submitting a complete interconnection application to PG&E including information required for the PES (e.g., project and legal contacts, load ramp, site location & map),
- signing a non-disclosure agreement and
- providing a study deposit of approximately $50,000 for applications submitted prior to 2026 and $500,000 for applications submitted in 2026.

ii) 0 GWh

iii) 0 GWh

b) Although a total GWh value was not provided, our previous statement that 100% of the large data center load forecast falls into the “signed agreement for electric service” addresses the request for explanation.

APPENDIX-02

A2605007 Email from PG&E Case Manager to Cal Advocates' counsel (July 08, 2026)

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: [EXTERNAL] Re: Meet & Confer per 11.3, A.26-05-007 PGE 2027 ERRA Forecast App
Date: Wednesday, July 8, 2026 10:27:17 AM

Classification: Internal

[redacted]

I will send you an email with a readout. Thank you.

From: [redacted]
Sent: Wednesday, July 8, 2026 10:26 AM
To: [redacted]
Cc: [redacted]
Subject: RE: Meet & Confer per 11.3, A.26-05-007 PGE 2027 ERRA Forecast App

Classification: Internal

[redacted]

I tried to join the meeting on several different devices, but for some reason my access was blocked. When you get a chance, can you please send me an update/summary of the outcome of this call?

[redacted]
PG&E Regulatory Case Manager | CPUC Electric Proceedings
510.340.0130 mobile | CISP@pge.com
PG&E Pacific Gas and Electric Company®

-----Original Appointment-----
From: [redacted]
Sent: Tuesday, June 30, 2026 2:13 PM
To: [redacted]
Subject: Meet & Confer per 11.3, A.26-05-007 PGE 2027 ERRA Forecast App

When: Wednesday, July 8, 2026 10:00 AM-10:30 AM (UTC-08:00) Pacific Time (US & Canada).
Where: https://cpuc.webex.com/cpuc/j.php?MTID=md1b7db0f4a9d8a1f1e1c96b03529a9f7

-~-

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join meeting

More ways to join:

Join from the meeting link
https://cpuc.webex.com/cpuc/j.php?MTID=md1b7db0f4a9d8a1f1e1c96b03529a9f7

Join by meeting number
Meeting number (access code): 2499 549 2733
Meeting password: jyGBXP2qc57

Tap to join from a mobile device (attendees only)
1-855-282-6330,,24995492733## United States Toll Free
+1-415-655-0002,,24995492733## United States Toll

Join by phone
1-855-282-6330 United States Toll Free
+1-415-655-0002 United States Toll
Global call-in numbers | Toll-free calling restrictions

Join from a video system or application
Dial 24995492733@cpuc.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

If you are a host, click here and login site to view host information.

Need help? Go to https://help.webex.com

You can read about PG&E’s data privacy practices at PGE.com/privacy.

APPENDIX-03
A2605007 Email Correspondence Requesting NDA
(July 15, 2026)

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: [EXTERNAL] Re: A.26-05-007 Request for NDA in PGE ERRA-F Application
Date: Wednesday, July 15, 2026 11:27:18 AM
Attachments: PGE Mutual NDA.Template.pdf

Classification: Public

Good morning [redacted]

Attached is PG&E's NDA template.

Michelle

From: [redacted]
Sent: Wednesday, July 15, 2026 9:55 AM
To: [redacted]
Cc: [redacted]
Subject: A.26-05-007 Request for NDA in PGE ERRA-F Application

Good morning, [redacted] and PG&E team—

Could you please send over the non-disclosure agreement that PG&E has with data center customer(s) this morning? This agreement was referenced during our July 8 Meet & Confer.

Thank you,
Caryn

[redacted] | California Public Utilities Commission

APPENDIX-04

A2605007 PG&E Mutual NDA Template
(not marked “Confidential”)

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT ("**NDA**"), by and between Pacific Gas and Electric Company, a California corporation ("**PG&E**"), and [insert company name] a [insert corporate type and state] ("**Company**") (together the "**Parties**" and each individually a "**Party**"), is effective as of the latest signature date below (the "**Effective Date**").

1. **Purpose**. The Parties wish to [insert the purpose the exchange of Confidential Information] (the "**Purpose**"). In connection with the Purpose, the Parties may provide to each other, certain Confidential Information, as defined below.

2. **Confidential Information.** "**Confidential Information**" as used herein shall mean any non-public proprietary or confidential data, information and other materials including those regarding the products, services or business of the disclosing party (the "**Disclosing Party**"), its parent company, its subsidiaries or affiliates (and/or if either Party is bound to protect the confidentiality of any third party, of such third party) provided by or made available by the Disclosing Party to the receiving party (the "**Receiving Party**") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, regardless of the existence of any markings, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, Confidential Information includes (i) all confidential and proprietary documents, records, reports, agreements and associated documents; (ii) any and all information pertaining to PG&E's electric distribution and transmission facilities; (iii) all technical, financial and business information of any kind; (iv) all written procedures; (v) all data, specifications, technology, ideas, know-how, improvements, maps, technical drawings, inventions (whether or not patentable or copyrightable), or trade secrets. Confidential Information does not include information which: (a) is already known to the Receiving Party on a non-confidential basis prior to the disclosure by Disclosing Party; (b) becomes publicly available without breach of the confidentiality obligations of this NDA by Receiving Party or its representatives; (c) is approved for release without confidentiality obligations by written authorization of the Disclosing Party; (d) is rightfully obtained by Receiving Party from a third party without restriction as to disclosure; (e) is developed independently by Receiving Party without use of or access to Disclosing Party's Confidential Information.

3. **Use and Nondisclosure of Confidential Information.** The Receiving Party agrees to keep any Confidential Information made available or provided to it as confidential and proprietary and shall treat such Confidential Information in the same manner as it treats is own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use the Confidential Information only in performing its obligations or to exercise its rights in connection with the Purpose. The Receiving Party shall not sell, share or otherwise disclose Confidential Information to any third party (except as authorized under the NDA or applicable law) without the Disclosing Party's express written consent. The Receiving Party shall disclose Confidential Information only to those employees and contractors of Receiving Party who have a need to know such information for the purposes of performing its obligations or exercising its rights in connection with the Purpose, and such employees and contractors must be bound by an NDA or have entered into agreements with Receiving Party containing confidentiality provisions

covering the Confidential Information with terms and conditions at least as restrictive as those set forth in this NDA.

4. **Disclosures Required by Law**. If any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law, the Receiving Party shall advise the Disclosing Party of the Confidential Information required to be disclosed promptly upon learning thereof in order to afford the Disclosing Party (at the Disclosing Party's sole cost and expense) a reasonable opportunity to contest, limit or assist the Receiving Party in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements. Notwithstanding the foregoing, the Parties recognize that PG&E is a regulated utility and that its regulators have broad rights to request information from PG&E and from time-to-time PG&E may have to disclose certain Confidential Information to its regulators (e.g., the California Public Utilities Commission (CPUC) and-the Federal Energy Regulatory Commission (FERC)). In that event, PG&E will disclose such information subject to the regulators' respective confidentiality rules, provided that the notification and cooperation required under this paragraph shall apply to the extent permitted by law.

5. **Return or Destruction of Confidential Information.** All Confidential Information disclosed by Disclosing Party to Receiving Party remains the property of the Disclosing Party, and Receiving Party shall return or destroy all Confidential Information, including any copies of Confidential Information in its or its agents' possession upon the termination of this NDA or otherwise at the Disclosing Party's request. Within fifteen (15) days of receiving such request from the Disclosing Party, the Receiving Party shall comply with the request and provide written certification, signed by the Receiving Party, confirming the Receiving Party's compliance with the return or destruction of all Confidential Information as set forth in this provision. Notwithstanding the foregoing, the Receiving Party may retain one copy of Confidential Information for purposes of complying with its legal obligations or consistent with Receiving Party's backup retention and recovery purposes, provided that the obligations set forth in this NDA apply to any retained Confidential Information.

6. **Term and Termination.** This NDA shall be effective from the Effective Date, provided however, that either Party may terminate this NDA by giving the other Party thirty (30) calendar days' notice in writing of its intention to terminate this NDA. Termination shall not abrogate either Party's obligations under this NDA for Confidential Information received prior to the date of termination.

7. **No License**. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA. For avoidance of doubt, nothing in this NDA is intended to grant any rights to any Receiving Party under any patent, copyright, trade secret or other intellectual property right nor does this NDA grant any Receiving Party any rights in or to the Confidential Information, except the limited right to use the Confidential Information solely for the Purpose.

8. **Compliance with Applicable Law**. The Receiving Party agrees to comply with all applicable laws governing the protection of the Confidential Information.

9. **Assignment.** Neither Party shall assign this NDA nor any Confidential Information received from Disclosing Party pursuant to this NDA without Disclosing Party's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.

10. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by the Disclosing Party to the Receiving Party.

11. **Severability and Waiver**. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.

12. **Entire Agreement.** This NDA contains the entire understanding between the Parties with respect to Confidential Information received hereunder. This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.

13. **Governing Law**. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action resides in the federal courts, then in a Federal Court of competent jurisdiction situated in the State of California.

14. **Counterparts**. This NDA may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.

15. **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to the Disclosing Party and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Disclosing Party will be entitled to injunctive and/or other equitable remedies in the event of any threatened or actual violation of any provisions of this NDA.

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives as of the Effective Date.

[COMPANY]	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: