

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



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Application of Southern California Gas
Company (U904G) for Authority, Among Other
Things, to Update its Gas Revenue Requirement
and Base Rates Effective on January 1, 2028

A.26-06-014

And related matter.

A.26-06-015

**RESPONSE OF SAN DIEGO COMMUNITY POWER AND CLEAN ENERGY
ALLIANCE TO THE PROPOSED PROTECTIVE ORDER OF SAN DIEGO GAS &
ELECTRIC COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY**

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August 21, 2026

*On behalf of San Diego Community Power
and Clean Energy Alliance*

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

Application of Southern California Gas Company (U904G) for Authority, Among Other Things, to Update its Gas Revenue Requirement and Base Rates Effective on January 1, 2028	A.26-06-014
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**RESPONSE OF SAN DIEGO COMMUNITY POWER AND CLEAN ENERGY
ALLIANCE TO THE PROPOSED PROTECTIVE ORDER OF SAN DIEGO GAS &
ELECTRIC COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY**

In accordance with Rule 11.1(e) of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”), San Diego Community Power (“SDCP”) and Clean Energy Alliance (“CEA”) (together, the “SD CCAs”) hereby submit this Response to San Diego Gas & Electric Company (“SDG&E”) and Southern California Gas Company’s (“SoCalGas”) (collectively, “Sempra”) August 12, 2026 *Joint Response of San Diego Gas & Electric Company (U 902 M) and Southern California Gas Company (U 904 G) to Ruling Re Protective Order and Submission of Revised Protective Order*, submitted on August 12, 2026 (“Proposed Protective Order”). Sempra submitted this revised Proposed Protective Order in compliance with the August 7, 2026 Email Ruling, which required Sempra to submit a revised protective order that adhered to the confidentiality provisions set forth in Rulemaking (“R.”) 05-06-040 and the model protective order set forth in Resolution E-4468.¹

As discussed herein, Sempra’s Proposed Protective Order is overly restrictive as it would effectively prohibit all employees of the SD CCAs from viewing any information that Sempra

¹ Application (“A.”) 26-06-014, et al., *Email Ruling Regarding A.26-06-014/015 San Diego Gas and Electric and Southern California Gas Expedited Joint Motion for Protective Order*, p. 4 (Aug. 7, 2026).

deems “confidential” or “Protected Material.” Sempra’s Proposed Protective Order states that “Reviewing Representatives may not be an employee of a Market Participant.” This provision would preclude employees of the SD CCAs, who meet the definition of “Market Participant,” from accessing all confidential information in this proceeding, whether or not the information is related to market sensitive procurement information.

To balance the appropriate level of protection for market sensitive procurement information with that of non-market sensitive confidential information, the SD CCAs respectfully request that the Commission adopt a protective order requiring Sempra to offer two non-disclosure agreements (“NDAs”):

1. An NDA based on Sempra’s Proposed Protective Order for market-sensitive procurement information, which limits review by Market Participants; and
2. A secondary NDA for non-market sensitive confidential material that allows Reviewing Representatives to be employees of a Market Participant. The SD CCAs’ proposed secondary NDA is included as Attachment A hereto.

I. THE COMMISSION SHOULD ADOPT TWO NDAS TO DISTINGUISH BETWEEN THE APPROPRIATE TREATMENT OF MARKET SENSITIVE PROCUREMENT DATA AND OTHER TYPES OF CONFIDENTIAL INFORMATION.

Decision (“D.”) 06-06-066 established a standard for what information constitutes “market sensitive information” and set forth limitations on Market Participants’ access to that information. Specifically, D.06-06-066 states that the material in question qualifies as “market sensitive information” if it “affects the market price an energy buyer pays for electricity.”² Decision 06-06-

² Decision (“D.”) 14-10-033, p. 42 (Oct. 16, 2014) (“As specified in D.06-06-066, information is material, and thus market sensitive, if it ‘affects the market price an energy buyer pays for electricity.’” (quoting D.06-06-066, p. 42 (June 29, 2006))); D.06-06-066, pp. 41-42 (“The term ‘market sensitive’ must be limited to information with the potential to affect the market for electricity in some way. . . . Information only has the potential to affect the market if it is material. Immaterial information will have no impact on

066 further explains that information is not “market sensitive” unless it has “the potential to affect the market for electricity in some way,” and further explains that “information that does not allow market participants to raise the price of electricity the IOUs procure from them is not, therefore, market sensitive information.”³

In Resolution E-4468, the Commission established the current version of the Commission’s model protective order, explained that the model protective order is “limited to ‘market sensitive information,’” and reaffirmed market sensitive information “is limited to information that can be identified by the Matix adopted in D.06-06-066 as modified by D.07-05-032 and subsequent decisions.”⁴ Acting as “Reviewing Representatives,” attorneys, consultants, and experts hired by Market Participant may access the market sensitive information, but employees of Market Participants cannot.⁵

Sempra’s Proposed Protective Order is consistent with the model protective order approved via Resolution E-4468, but is overly restrictive for large swaths of information in this proceeding. The definition of “Protected Materials” is broad and would cover all information Sempra deems “confidential” or “Protected Material,” including non-market sensitive information.⁶ Like the Model NDA, the Proposed Protective Order provides that “Reviewing Representatives” are individuals who may view “Protected Materials,” provided that the “Reviewing Representative”

the market price for energy. . . . Information is material if it affects the market price an energy buyer pays for electricity. . . . Information that does not allow market participants to raise the price of electricity the IOUs procure from them is not, therefore, market sensitive information.”).

³ D.06-06-066, pp. 41-42.

⁴ Resolution E-4468, *Southern California Edison, Pacific Gas and Electric, and San Diego Gas & Electric request approval of their Model Protective Order and Model Nondisclosure Agreement*, p. 8 (Oct. 2, 2015) (quoting D. 11-07-028, p. 33 (July 14, 2011)).

⁵ D.11-07-028, p. 13.

⁶ A.26-06-014, et al., *Joint Response of San Diego Gas & Electric Company (U 902 M) and Southern California Gas Company (U 904 G) to Ruling Re Protective Order and Submission of Revised Protective Order* at 2, Attachment A § 2(A) (Aug. 12, 2026).

signs an NDA. Under the Proposed Protective Order, “Reviewing Representatives may not be an employee of a Market Participant.”⁷ A “Market Participant” is “A person or entity, or an employee of an entity, that engages in the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, or consulting on such matters.”⁸ The SD CCAs meet this definition of Market Participant because, as part of fulfilling their core function as a load serving entity, they engage in “the wholesale purchase, sale or marketing of energy or capacity.”

Together, these provisions are overbroad and unduly restrictive as applied generally to this case, as they would broadly prohibit employees of the SD CCAs from accessing *all* material Sempra deems “confidential” or “Protected Materials.” While this level of protection is appropriate for the market sensitive procurement information Sempra may provide in this proceeding, such as certain utility-owned generation-related information, such treatment is neither necessary nor appropriate for confidential information that does not meet the definition of market-sensitive.

For example, Sempra’s proposals regarding community choice aggregator (“CCA”) service fees⁹ and information technology upgrades¹⁰ could contain general “confidential information.” Information related to CCA service fees pertains to the administrative services SDG&E provides to the SD CCAs through activities such as customer enrollment, customer notifications, billing, metering, collections, and customer communications, as well as other

⁷ *Id.* at Attachment A § 2(h)(2).

⁸ *Id.* at Attachment A § 2(F)(1).

⁹ A.26-06-014, et al., *Joint Protest of San Diego Community Power and Clean Energy Alliance to the Application of San Diego Gas & Electric Company* at 5 (July 20, 2026) (citing A.26-06-014, et al., *Prepared Direct Testimony of Sabrina Butler (Customer Services)* (June 2026)).

¹⁰ *Id.* at 6 (citing A.26-06-014, et al., *Prepared Direct Testimony of Gillian A. Wright and William J. Exon (Information Technology)* (June 2026)).

incremental services.¹¹ Information technology upgrades relate to SDG&E’s upcoming enterprise platform replacements and transition to cloud-based service models.¹² Neither of these examples implicate confidential information that would be included among the categories of information in the confidentiality matrix from D.06-06-066. Indeed, access to confidential information regarding these topics would not give Market Participants information that would allow them to “affect the market price an energy buyer pays for electricity.”¹³ Therefore, such confidential information would not warrant the limitations on Market Participants set forth under D.06-06-066 and subsequent related decisions.¹⁴

While the SD CCAs have not identified any such information marked as confidential in Sempra’s direct testimony, information provided later in this proceeding such as through discovery or subsequent rounds of testimony could very well be marked as confidential and would be unreviewable by employees of the SD CCAs pursuant to Sempra’s Proposed Protective Order. The SD CCAs recently encountered a similar issue in San Diego Gas & Electric Company’s (“SDG&E”) Smart Meter 2.0 proceeding (A.25-12-012).¹⁵ In that proceeding, SDG&E marked information related to smart meter infrastructure investments as confidential, and requested that the SD CCAs execute an NDA consistent with that set forth in the Proposed Protective Order. But given that the information pertaining to meter infrastructure could not realistically affect the

¹¹ A.26-06-014, et al., *Prepared Direct Testimony of Sabrina Butler (Customer Services)* at 74 (June 2026).

¹² A.26-06-014, et al., *Prepared Direct Testimony of Gillian A. Wright and William J. Exon (Information Technology)* at 2-6 (June 2026).

¹³ D.06-06-066, pp. 41-42.

¹⁴ Further, if the Commission consolidates this GRC proceeding with Sempra’s SM 2.0 and SAP migration proceedings as requested in the July 20, 2026 motion of Public Advocates Office, and as supported by the SD CCAs, the Utility Consumers Action Network, and the Indicated Shippers, then even more information could potentially be needlessly deemed confidential and unreviewable by employees of the SD CCAs.

¹⁵ See A.25-12-012, *Prepared Direct Testimony of David H. Thai and Bradley M. Baugh on Behalf of San Diego Gas & Electric Company (Chapter 3)* at DT/BB-6, 15-22 (filed Dec. 18, 2025) (PUBLIC version).

market for electricity, the SD CCAs and SDG&E agreed to the application of a less stringent NDA that included no limitations on Reviewing Representatives from Market Participants. A version of that less stringent NDA is included as Attachment A hereto. Notably, Sempra's August 6, 2026, proposed protective order in this proceeding did not have language pertaining to Market Participants, suggesting Sempra itself does not believe limitations on Market Participants are necessary for *all* confidential information in this proceeding.¹⁶

Importantly, while both types of NDAs protect "market sensitive" information in general terms, the limitation on "Market Participants" is what differentiates Sempra's Proposed Protective Order from the less restrictive NDA included as Attachment A. The less restrictive definition of "Reviewing Representative" in Attachment A does not mention "Market Participants," while Sempra's Proposed Protective Order explicitly forbids employees of Market Participants from being Reviewing Representatives. Allowing parties to work with Sempra to select the appropriate NDA would afford parties maximum access to material information relevant to the subject matter of the Applications and would therefore be in the public interest.

Accordingly, the Commission should adopt a protective order that contemplates two non-disclosure agreements: (1) an NDA based on Sempra's Proposed Protective Order for market-sensitive procurement information, which limits review by Market Participants; and (2) a secondary NDA for non-market sensitive confidential material that allows Reviewing Representatives to be employees of a Market Participant. The protective order should provide that Sempra shall work with parties to select the appropriate NDA based on the type of underlying information it seeks to designate as confidential. If the information in this proceeding falls within the categories of confidential information included in the confidentiality matrix established by

¹⁶ See A.26-06-014, et al., *Expedited Joint Motion of San Diego Gas & Electric Company (U 902 M) and Southern California Gas Company (U 904 G) for Protective Order* at Attachment A (Aug. 6, 2026).

D.06-06-066 and related decisions and is thus “market sensitive,” then an NDA based on Sempra’s proposed protective order should be used. If the information is not market sensitive under that standard, then a non-procurement NDA, such as the NDA set forth in Attachment A, is appropriate.

II. CONCLUSION

For the foregoing reasons, the SD CCAs respectfully request that the Commission adopt a protective order requiring Sempra to offer two NDAs: (1) an NDA based on Sempra’s Proposed Protective Order for market sensitive procurement information, which limits review by Market Participants, and (2) a secondary NDA for non-market sensitive confidential material that allows Reviewing Representatives to be employees of a Market Participant, consistent with that set forth in Attachment A.

Respectfully submitted,

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August 21, 2026

*On behalf of San Diego Community Power
and Clean Energy Alliance*

ATTACHMENT A

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

Application of San Diego Gas & Electric
Company (U 902 M) for Approval of Smart Meter
2.0 Proposal

Application 25-12-012
(Filed December 18, 2025)

**NONDISCLOSURE AGREEMENT
REGARDING PROTECTED MATERIALS**

1. Scope. This Nondisclosure Agreement Regarding Protected Materials (“Nondisclosure Agreement”) shall govern access to and the use of Protected Materials, produced by, or on behalf of, a Disclosing Party (as defined in Paragraph 2 below) in this proceeding.

2. Definitions.

In addition to the terms defined and capitalized in other sections of this Nondisclosure Agreement, the following terms are defined for the purposes of this Nondisclosure Agreement:

A. For purposes of this Nondisclosure Agreement, the term “Protected Materials” means: (i) trade secret, market sensitive, or other confidential and/or proprietary information (including, without limitation, price quotes) as determined by the Disclosing Party in accordance with the provisions of Decision (“D.”) 06-06-066 and subsequent decisions, including D.14-10-033 which governs the treatment of market sensitive greenhouse gas data and information, General Order 66-D, Public Utilities Code sections 454.5(g) and 583, California Public Utilities Commission (“Commission”) Decisions, D.17-09-023, D.19-01-028, D.21-09-020 and related Decisions, or any other right of confidentiality provided by law; or (ii) any other materials that are made subject to this Nondisclosure Agreement by the Assigned Administrative Law Judge (“Assigned ALJ”), Law and Motion Administrative Law Judge (“Law and Motion ALJ”), Assigned Commissioner, the Commission, or any court or other body having

appropriate authority. Protected Materials also include memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including information in electronic form) that copies, discloses, incorporates, includes or compiles other Protected Materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Nondisclosure Agreement or any other nondisclosure agreement or protective order.

B. The term “redacted” refers to situations in which Protected Materials in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed.

C. The “Disclosing Party” is San Diego Gas & Electric Company (“SDG&E”).

D. The “Requesting Party” is Clean Energy Alliance (“CEA”).

E. The term “Party” refers to the Requesting Party or the Disclosing Party and the term “Parties” refers to both the Requesting Party and the Disclosing Party.

F. The term “Reviewing Representative” shall mean a person is:

- 1) An attorney representing the Requesting Party who has made an appearance in this proceeding, including associated attorneys, paralegals, and other employees of an attorney (together, “Attorney”);
- 2) An expert or an employee of an expert retained by the Requesting Party for the purpose of advising, preparing for, or testifying in this proceeding (“Expert”);
- 3) A person designated as a Reviewing Representative by order of the Assigned ALJ or the Commission; or

- 4) An employee of the Requesting Party who is engaged in the conduct of this proceeding and who needs to know the information to carry out that person's responsibilities in this proceeding.
- 5) Reviewing Representatives shall use Protected Materials only for the purpose of participating in the Commission proceeding in which they received the information.
- 6) All Reviewing Representatives are required to execute the Nondisclosure Certificate attached to this Nondisclosure Agreement and are bound by the terms of this Nondisclosure Agreement.

G. The term "Authorized Reviewer" refers to a Reviewing Representative of a Requesting Party if the Requesting Party has executed a Nondisclosure Agreement and the Reviewing Representative has executed a Nondisclosure Certificate.

H. The term "Nondisclosure Certificate" refers to the Nondisclosure Certificate attached as Appendix A.

I. The term "Highly Confidential Material" refers to information and documents that are especially commercially sensitive. Disclosing Party may identify certain Protected Material as "Highly Confidential Material" by marking it "Highly Confidential Material" and providing a declaration that sets forth the basis for such designation. Unless otherwise agreed to in writing by Disclosing Party, employees or agents of the Requesting Party shall not be entitled to access to Highly Confidential Material. Access to Highly Confidential Material shall be limited to Attorneys and Experts, and only to the extent they must have access to this material as part of their participation in this proceeding. Except for the limited access to Highly Confidential Material specified in this Paragraph, Highly Confidential Material shall otherwise be treated as Protected Material subject to the provisions and protections of this Agreement. Any dispute regarding the proper marking of materials as "Highly Confidential Material" shall be resolved in accordance with dispute resolution procedures in Paragraph 10 of this Nondisclosure Agreement.

3. Designation, Filing and Service of Protected Materials.

When filing or providing in discovery any documents or items containing Protected Materials, a Party shall physically mark such documents (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO NONDISCLOSURE AGREEMENT,” or with words of similar import as long as one or more of the terms, “Protected Materials” or “Nondisclosure Agreement” is included in the designation to indicate that the materials in question are Protected Materials. All materials so designated shall be treated as Protected Materials unless and until: (a) the designation is withdrawn pursuant to Paragraph 13 hereof; (b) an Assigned ALJ, Law and Motion ALJ, Assigned Commissioner, or the Commission makes a determination that: (i) the document does not contain Protected Materials or does not warrant confidential treatment or (ii) denies a motion to file the document under seal; or (c) the document or information becomes public knowledge, other than through disclosure in violation of this Nondisclosure Agreement or any other nondisclosure agreement or protective order. However, the Disclosing Party has the burden of showing that the documents are Protected Materials, and merely marking a document “Protected Materials” is insufficient to meet that burden.

All documents containing Protected Materials that are tendered for filing with the Commission shall be placed in sealed envelopes or otherwise appropriately protected and shall be tendered with a motion to file the document under seal pursuant to Rule 11.4 of the Commission’s Rules of Practice and Procedure. All documents containing Protected Materials that are served on parties in a proceeding shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are served under seal pursuant to this Nondisclosure Agreement. Such documents shall only be served upon Authorized Reviewers and persons employed by or working on behalf of the Commission. Service upon Authorized Reviewers and persons employed by or working on behalf of the Commission may either be: (a) by electronic

mail in accordance with the procedures adopted in this proceeding; (b) by facsimile; or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, the Assigned ALJ shall be served with such document by the same means and at the same time.

4. Redaction of Documents. Whenever a Party files, serves, or provides in discovery a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such Party shall also prepare a redacted version of such document. 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. The redacted version of a document to be filed shall be served on all persons on the service list, and the redacted version of a discovery document shall be served on all persons entitled thereto.

5. Designation of Reviewing Representatives. The Requesting Party shall provide written notice to Disclosing Party's assigned attorney(s) and case manager identifying its proposed Reviewing Representative(s) to the Disclosing Party before the Disclosing Party provides any Protected Materials to the Requesting Party's Authorized Reviewers. If the Requesting Party decides to designate any additional Reviewing Representative(s) after the Requesting Party receives Protected Materials, the Requesting Party shall identify the additional proposed Reviewing Representative(s) to the Disclosing Party before the Requesting Party provides Protected Materials to the additional Reviewing Representative(s). Within two (2) business days after receiving written notice of the identity of any Reviewing Representative, the Disclosing Party may provide the Requesting Party with a written objection to a specific Reviewing Representative stating the grounds for the objection. Any dispute concerning whether an identified person or entity is an appropriate Reviewing Representative shall be resolved through the dispute resolution procedures in Paragraph 10 of this Nondisclosure Agreement. If a

Disclosing Party objects to a specific Reviewing Representative within two (2) business days after the Reviewing Representative is identified, the Requesting Party shall not provide any Protected Materials to the disputed Reviewing Representative until the Parties are able to resolve the dispute consistent with the dispute resolution procedures in Paragraph 10. Failure by the Disclosing Party to object within two (2) business days does not waive the Disclosing Party's right to later object to the Reviewing Representative, even if Protected Materials has already been disclosed. However, further disclosure of Protected Materials would be stayed until the parties are able to resolve the dispute consistent with the dispute resolution procedures in Paragraph 10.

6. Nondisclosure Certificates. A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless and until he or she has first completed and executed a Nondisclosure Certificate, attached hereto as Appendix A, and delivered the signed Nondisclosure Certificate to the Disclosing Party. The Disclosing Party shall retain the executed Nondisclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Nondisclosure Certificates to Commission Staff upon request.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Nondisclosure Agreement, Authorized Reviewers shall be entitled to access any Protected Materials and may make copies of Protected Materials, but such copies become Protected Materials. Authorized Reviewers may make notes of Protected Materials, which shall be treated as Protected Materials if such notes disclose any Protected Materials. Protected Materials obtained by a Party in this proceeding may also be requested by that Party in a subsequent Commission proceeding, subject to the terms of any nondisclosure agreement or protective order governing that subsequent proceeding, without constituting a violation of this Nondisclosure Agreement.

8. Maintaining Confidentiality of Protected Materials. Each Authorized Reviewer shall treat Protected Materials as confidential in accordance with this Nondisclosure Agreement and the Nondisclosure Certificate. Protected Materials shall not be used except as necessary for participation in this proceeding, and shall not be disclosed in any manner to any person except: (i) Authorized Reviewers; (ii) an Authorized Reviewer's employees and administrative personnel, such as clerks, secretaries, and word processors, to the extent necessary to assist the Authorized Reviewer, provided that they shall first ensure that such personnel are familiar with the terms of this Nondisclosure Agreement and have signed a Nondisclosure Certificate; and (iii) persons employed by or working on behalf of the Commission. Authorized Reviewers shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained pursuant to this Nondisclosure Agreement, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information. Reviewing Representatives shall be liable for any unauthorized disclosure or use by themselves and/or their employees, paralegal, or administrative staff. In the event any Requesting Party and/or its Reviewing Representative is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Protected Materials, the Requesting Party shall immediately inform the Disclosing Party of the request, and the Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Requesting Party and its Reviewing Representative shall cooperate in good faith with such Party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of the Protected Materials by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where a Requesting Party and/or Reviewing Representative has been ordered

to produce certain specific Protected Materials, the Requesting Party and/or Reviewing Representative may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

9. Return or Destruction of Protected Materials. Protected Materials shall remain available to an Authorized Reviewer until an order terminating this proceeding becomes no longer subject to judicial review. If requested to do so in writing after that date, the Authorized Reviewer shall, within fifteen days after such request, return the Protected Materials to the Disclosing Party that produced such Protected Materials, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and notes of Protected Materials may be retained, if such Protected Materials are maintained in accordance with Paragraph 8. Within such time period each Authorized Reviewer, if requested to do so, shall also submit to the Disclosing Party an affidavit stating that, to the best of its knowledge, all Protected Materials have been returned or have been destroyed, or will be maintained in accordance with Paragraph 8. To the extent Protected Materials are not returned or destroyed, such Protected Materials shall remain subject to this Nondisclosure Agreement.

In the event that a Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged to provide services in this proceeding, then access to such materials by that person shall be terminated and the Reviewing Representative shall immediately return or destroy all Protected Materials, or provide a declaration stating that all Protected Materials and all notes of Protected Materials will be maintained in accordance with Paragraph 8. Even if a Reviewing Representative is no longer engaged in this proceeding, every such person shall continue to be bound by the provisions of this Nondisclosure Agreement and the Nondisclosure Certificate.

10. Dispute Resolution. All disputes that arise under this Nondisclosure Agreement, including but not limited to alleged violations of this Nondisclosure Agreement and disputes concerning whether materials were properly designated as Protected Materials, shall first be addressed by the Parties through a meet and confer process in an attempt to resolve such disputes. If the meet and confer process is unsuccessful, either Party may present the dispute for resolution to the Assigned ALJ or the Law and Motion ALJ.

11. Other Objections to Use or Disclosure. Nothing in this Nondisclosure Agreement shall be construed as limiting the right of a Party to object to the designation, use or disclosure of Protected Materials on any legal ground, including relevance or privilege.

12. Remedies. Notwithstanding any other provision herein, the Parties reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

13. Withdrawal of Designation. A Disclosing Party may agree at any time to remove the “Protected Materials” designation from any materials of such Party if, in its opinion, confidentiality protection is no longer required. In such a case, the Disclosing Party will notify all Requesting Parties that the Disclosing Party has agreed to withdraw its designation of Protected Materials for specific documents or material.

14. Modification. This Nondisclosure Agreement shall remain in effect unless and until it is modified or terminated by written agreement of the parties or by order of the Commission or Assigned ALJ. The Parties agree that modifications to this Nondisclosure Agreement may become necessary, and they further agree to work cooperatively to devise and implement such modifications in as timely a manner as possible. Each Party governed by this Nondisclosure Agreement has the right to seek modifications in it as appropriate from the Assigned ALJ or the Commission.

15. Interpretation. Headings are for convenience only and may not be used to restrict the scope of this Nondisclosure Agreement.

REQUESTING PARTY

By:

Title:

Representing:

Date:

DISCLOSING PARTY

By:

Title:

Representing:

Date:

APPENDIX A TO NONDISCLOSURE AGREEMENT

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

Application of San Diego Gas & Electric
Company (U 902 M) for Approval of Smart Meter
2.0 Proposal

Application 25-12-012
(Filed December 18, 2025)

NONDISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Nondisclosure Agreement between Clean Energy Alliance (“CEA”) and San Diego Gas & Electric Company (“SDG&E”) in this proceeding (“Nondisclosure Agreement”), that I have been given a copy of and have read the Nondisclosure Agreement, and that I agree to be bound by it. Capitalized Terms used but not defined in this certificate shall have their meaning as defined in the Nondisclosure Agreement.

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 the Nondisclosure Agreement and shall be used only for the purpose of participating in the above-referenced proceeding.

Signed: _____

Name: _____

Title: _____

Organization: _____

Dated: _____