

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA



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California Resources Corporation,
Complainant,
vs.
Pacific Pipeline System LLC (U-18-O),
Defendant.

Complaint No. _____

(Filed August 20, 2026)

**COMPLAINT OF CALIFORNIA RESOURCES CORPORATION AGAINST
PACIFIC PIPELINE SYSTEM LLC (U-18-O) FOR RELIEF FROM UNLAWFUL AND
DISCRIMINATORY PRORATION OF PIPELINE SHIPMENTS IN VIOLATION OF
PACIFIC'S LINE 63 TARIFF AND THE PUBLIC UTILITIES CODE**

Joseph M. Karp
Lisa A. Cottle
Julietta Rose

Sheppard Mullin Richter & Hampton LLP
4 Embarcadero Center, 17th Floor
San Francisco, CA 94111
Tel. 415-774-3118
Email: jkarp@sheppard.com
Email: lcottle@sheppard.com
Email: jarose@sheppard.com

Attorneys for California Resources Corporation

August 20, 2026

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- Exhibit 1 Pacific Pipeline System LLC *Tariff Schedule Applicable to Gathering and Transportation of Crude Petroleum by Pipeline Service of Pacific Pipeline System LLC Line 63 System* (“Line 63 Tariff”)
- Exhibit 2 Pacific Pipeline System LLC Advice Letter 49-O; Line 63 Conversion (September 29, 2017) (“AL 49-O”)
- Exhibit 3 Map Showing Line 63 and Line 2000
- Exhibit 4 Letter dated March 31, 2026 from California Resources Corporation to Plains All American Pipeline, L.P., parent of Pacific Pipeline System LLC
- Exhibit 5 Email and questions dated April 21, 2026 from California Resources Corporation to Plains All American Pipeline, L.P., parent of Pacific Pipeline System LLC
- Exhibit 6 Letter dated April 23, 2026 from Pacific Pipeline System LLC to California Resources Corporation (“April Response Letter”)
- Exhibit 7 Letter dated April 28, 2026 from California Resources Corporation to Plains All American Pipeline, L.P., parent of Pacific Pipeline System LLC
- Exhibit 8 Formal Written Claim of California Resources Corporation, dated June 1, 2026, to Pacific Pipeline System LLC Pursuant to Rule 16 of the Line 63 Tariff (“Formal Claim Letter”)
- Exhibit 9 Response of Pacific Pipeline System LLC, dated June 4, 2026, to Formal Claim Letter

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PACIFIC’S LINE 63 TARIFF AND THE PUBLIC UTILITIES CODE**

Pursuant to Rule 4.1 of the Rules of Practice and Procedure (“Rules”) of the California Public Utilities Commission (“Commission”), California Resources Corporation (“CRC”) submits this complaint against Pacific Pipeline System LLC (U-18-O) (“Pacific”) for relief from unlawful and discriminatory proration of pipeline shipments in violation of Rule 23.B of Pacific’s *Tariff Schedule Applicable to Gathering and Transportation of Crude Petroleum by Pipeline Service of Pacific Pipeline System LLC Line 63 System* (“Line 63 Tariff”) (attached hereto as Exhibit 1), and Sections 451 and 453(a) of the California Public Utilities Code (“PU Code”). Pacific’s discriminatory proration of pipeline shipments also constitutes a breach of the representations Pacific made to the Commission in Advice Letter 49-O (“AL 49-O”) (attached hereto as Exhibit 2), in which Pacific sought approval to utilize a segment of its Line 2000 to ship Line 63 volumes and represented to the Commission that “Line 63 shippers will not be impacted by this change.”¹ Pacific’s violations of its Line 63 Tariff and the PU Code, and its breach of its

¹ Exhibit 2 (AL 49-O) at 1.

representation to the Commission that Line 63 shippers would not be harmed by the shared usage of a Line 2000 segment by Line 63 shippers, have caused and continue to cause significant and unreasonable delays in CRC's shipments of crude oil to customers, and loss of revenue and increased costs due to CRC's inability to deliver product to its customers on time, and due to reductions in CRC's sales to other Line 63 shippers who are experiencing the same unlawful and discriminatory prorations by Pacific. To remedy these harms and prevent continuing and future harms, CRC requests that the Commission issue an order (i) finding that Pacific has violated the Line 63 Tariff and the PU Code, and has breached Pacific's representations in AL 49-O, (ii) requiring Pacific to immediately cease application of Pacific's unlawful and discriminatory prorations, and (iii) providing the additional relief requested herein. CRC requests that formal complaint procedures apply to this proceeding because the expedited complaint procedures of Rule 4.6 of the Commission's Rules are not applicable, as Pacific is a crude oil pipeline operator and not an "electric, gas, water, heat, or telephone company" as required for the expedited procedures under Rule 4.6(a) of the Commission's Rules.

I. Summary of Complaint

Pacific's Line 63 is a crude oil pipeline that shares a segment traversing the Tehachapi Mountains (the "Shared Trunkline") with Pacific's Line 2000. Rule 23.B of Pacific's Line 63 Tariff requires that all prorations (*i.e.*, curtailments of shippers' nominated or scheduled volumes of crude oil) on Line 63 be implemented on a pro rata basis among all Line 63 shippers on the affected Line 63 segments.² In violation of Rule 23.B, Pacific disclosed to CRC in a letter delivered April 23, 2026 ("April Response Letter") (attached hereto as Exhibit 6) that Pacific has implemented a policy affording blanket priority to Line 2000 volumes over Line 63 volumes

² Exhibit 1 (Line 63 Tariff), Rule 23.B, at Original Cal. P.U.C. Sheet No. 56-O.

when there are capacity constraints on the Shared Trunkline, such that all Line 63 shipments are prorated in their entirety before proration of any Line 2000 shipments.³

Since Pacific implemented its discriminatory proration policy, CRC's total shipments on Line 63, including shipments by CRC to customers in the Los Angeles Basin, and shipments by CRC's crude oil customers that also rely on Line 63 access to the Shared Trunkline to deliver product to the Los Angeles Basin, have been prorated by approximately 54% of CRC's normal volumes of 27 thousand barrels per day ("KBD") or approximately 830,000 barrels ("BBLs") per month, representing approximately 14.5 KBD and 440,000 BBLs per month of lost crude oil shipments and significant financial losses for CRC. As a result of Pacific's discriminatory prorations, CRC is unable to deliver a substantial portion of its contracted crude oil volumes to its customers using Line 63, forcing CRC to seek costly alternative transportation, defer or curtail production, and renegotiate or default on delivery commitments. In addition, CRC's sales to customers relying on Line 63 access to the Shared Trunkline have been dramatically reduced, leading to significant additional lost revenues. For each additional month that Pacific engages in discriminatory proration favoring Line 2000 shippers, CRC incurs escalating financial and operational harm, including payment of storage costs for prorated volumes, increased trucking expenses, reduced sales realizations, and further disruption to its contractual delivery obligations. These are significant harms directly resulting from Pacific's discriminatory proration favoring Line 2000 shippers.

Pacific's discriminatory proration in favor of Line 2000 shippers violates Rule 23.B of the Line 63 Tariff and Sections 451 and 453(a) of the PU Code, which prohibit unjust, unreasonable, and discriminatory rates and practices, and constitutes a breach of the representations that Pacific

³ Exhibit 6 (April Response Letter) at 2-3.

made to the Commission in AL 49-O that the sharing of the Shared Trunkline would be accomplished “without impacting shippers on either Line 63 or Line 2000.”⁴

CRC respectfully requests that the Commission find that Pacific has violated the Line 63 Tariff, the PU Code, and Pacific’s representations in AL 49-O, and order Pacific to immediately cease engaging in discriminatory proration favoring Line 2000 shippers and conduct prorations on a pro rata basis as required in the Line 63 Tariff, along with the additional relief requested herein.

II. The Parties

1. California Resources Corporation

CRC is a corporation that is organized under the laws of the State of Delaware. CRC’s primary business address is 1 World Trade Center, Suite 1500, Long Beach, California. CRC is the largest oil and natural gas producer in California, managing major conventional and unconventional fields across the San Joaquin, Los Angeles, Ventura, and Sacramento basins. CRC relies on Line 63 as its primary means of transporting crude oil produced at its facilities in Kern County to refineries in the Los Angeles Basin, and has structured its production operations, sales contracts, and delivery commitments around the consistent availability of Line 63 capacity.

2. Pacific Pipeline System LLC

Pacific is a limited liability company with its primary business address at 333 Clay Street, Suite 1900, Houston, Texas. Pacific operates crude oil pipelines as a regulated public utility in California, primarily transporting multiple grades of crude oil from the San Joaquin Valley’s Kern County to regional refineries in the Los Angeles Basin, including Line 63 and Line 2000. As a public utility, Pacific is obligated by law to provide service consistent with its Commission-

⁴ Exhibit 2 (AL 49-O) at 1.

approved tariffs, including the Line 63 Tariff, and applicable provisions of California law. Pacific is an indirect, wholly owned operating subsidiary of Plains All American Pipeline, L.P. (“Plains”).

III. Factual Basis for Complaint

1. CRC Ships Crude Oil to Its Customers Using Pacific’s Line 63.

Pacific owns and operates Line 63 and Line 2000 to transport crude oil from areas north of Los Angeles County to the Los Angeles Basin. A map depicting Line 63 and Line 2000 is attached hereto as Exhibit 3. Line 63 is a cost of service pipeline⁵ with service required to be provided in accordance with the Commission-approved Line 63 Tariff. Pacific provides service on Line 2000 to shippers pursuant to a separate market-based tariff.⁶

CRC is a shipper on Line 63, utilizing Line 63 to transport crude oil from CRC’s facilities in Kern County to refineries in the Los Angeles Basin. CRC has relied on Line 63 as its primary means of transporting crude oil from its production facilities in Kern County to refinery customers in the Los Angeles Basin since CRC’s formation approximately 12 years ago, with predecessor operations relying on the same transportation path for many years before that. In addition, CRC has supplied crude oil for many years to other shippers who also rely on Line 63 to transport that CRC-supplied oil to the Los Angeles Basin. Historically, CRC has shipped and supplied approximately 27 KBD of crude oil on Line 63 without experiencing any material proration or service disruptions. CRC’s customers in Kern County and the Los Angeles Basin depend on the reliable delivery of these volumes, and CRC has structured its production operations, sales contracts, and delivery commitments around the consistent availability of Line 63 capacity.

⁵ *Id.*

⁶ *Id.*

2. Service on Line 63 Is Governed by Pacific's Line 63 Tariff.

The Line 63 Tariff, not Pacific's separate Line 2000 market-based tariff, governs the terms and conditions of service for shipments on Line 63, including those traversing the Shared Trunkline. When Pacific sought authorization in AL 49-O to utilize the Shared Trunkline to ship both Line 2000 and Line 63 volumes (discussed further in Section III.3 below), Pacific represented that it would "continue to charge its Line 63 shippers the rates that are set forth in its Line 63 tariff based on the receipt point and ultimate delivery point, even though Line 2000, rather than the Line 63 trunkline, would be used to transport crude oil over the Tehachapi Mountains and into the Los Angeles basin."⁷ The Line 63 Tariff and Pacific's tariff for Line 2000 remain in effect as separate tariffs with separate Commission filings and rates. The Line 63 Tariff contains no references to Line 2000 or to the Line 2000 tariff.

3. In 2017, Pacific Sought Permission to Idle the Line 63 Trunkline and Represented That No Shippers Would Be Harmed.

Pacific filed AL 49-O with the Commission on September 29, 2017 to request authorization to idle the portion of Line 63 that runs from Grapevine Station in the San Joaquin Valley to the L.A. Pump Station in the Los Angeles Basin (the "Line 63 Trunkline"), and to route all Line 63 volumes (that otherwise would have run through the Line 63 Trunkline) through the Shared Trunkline.⁸ Pacific represented to the Commission in AL 49-O that this change would be accomplished "without impacting shippers on either Line 63 or Line 2000,"⁹ and that "Line 63 shippers will not be impacted by this change."¹⁰ As a result of Pacific's idling of the Line 63 Trunkline, CRC's shipments on Line 63 necessarily traverse the Shared Trunkline.

⁷ *Id.* at 2.

⁸ *Id.* at 1-2.

⁹ *Id.* at 1.

¹⁰ *Id.*

4. Since April 2026, Pacific Has Prorated CRC's Monthly Line 63-Dependent Volumes By As Much As 62% Through Subordination to Line 2000 Volumes.

Prior to 2026, CRC had not experienced any material prorations on Line 63. In February 2026, Pacific prorated CRC's direct shipments on Line 63, and Pacific notified CRC of additional possible prorations in March 2026. On March 31, 2026, CRC sent a letter to Plains (as the parent company of Pacific) inquiring as to the basis for these prorations. That letter is attached hereto as Exhibit 4. Pacific's April Response Letter attributed the February prorations to operational issues that Pacific characterized as beyond its control.¹¹ However, Pacific also disclosed in the April Response Letter that Pacific is giving priority on the Shared Trunkline to Line 2000 volumes over Line 63 volumes, and stated the following:

Because Line 2000 is the pipeline that physically transports crude oil across the Tehachapi Mountains, if nominations submitted for transportation exceed the available capacity of the Line 2000/63 Segment in any month, capacity on that segment is allocated consistent with the proration provisions contained in the Line 2000 tariff.

To the extent capacity remains on the Line 2000/63 Segment after Line 2000 nominations have been allocated under these provisions, such remaining capacity will be used to transport Line 63 shipments that must utilize the Line 2000 segment to cross the Tehachapi Mountains. This remaining capacity for Line 63 shipments will be allocated pursuant to Rule 23 of the Line 63 tariff governing proration of Line 63 nominations.¹²

Pacific's policy favoring the Line 2000 volumes effectively causes all Line 63 shipments on the Shared Trunkline to be prorated in their entirety before proration of any Line 2000 shipment. Since delivery of the April Response Letter, Pacific has continued to prorate CRC's Line 63-dependent volumes by as much as 62% in a single month. As described above and in

¹¹ Exhibit 6 (April Response Letter) at 1-2.

¹² *Id.* at 2-3.

more detail below, this proration policy is inconsistent with Pacific's representations to the Commission in AL 49-O, and violates PU Code Sections 451 and 453(a) and the Line 63 Tariff.

5. Pacific's Prorations Have Caused and Continue to Cause Significant Financial and Operational Harm to CRC.

As a direct result of Pacific's policy favoring Line 2000 volumes over Line 63 volumes, CRC's crude oil shipments on Line 63 have been curtailed in April, May, June, and July 2026, preventing CRC from shipping the full volume of its nominated crude oil and disrupting CRC's sales of crude oil to customers reliant on the Line 63 system. As of the filing of this Complaint, CRC's Line 63-dependent shipments have been prorated by approximately 54% of normal daily volumes, representing approximately 14.5 KBD or approximately 440,000 BBLs per month of lost pipeline capacity and significant financial losses. These prorations have rendered CRC unable to meet its contractual delivery obligations to customers using the Line 63 system that CRC has relied upon for many years, resulting in substantial and ongoing financial harm, including payment of storage costs for prorated volumes, increased trucking expenses to transport oil by alternative means, operational costs and lost efficiencies at CRC's production and storage facilities, reduced sales realizations, exposure to volatile and unknown future market prices upon the eventual delivery of CRC's product with unpredictable delays, and CRC's inability to reliably contract with refiners given the uncertainty of whether scheduled volumes will actually be delivered.

6. CRC Has Made Good-Faith Attempts to Resolve This Matter Informally.

CRC has made repeated attempts to resolve these issues informally with Plains and Pacific. On April 21, 2026, shortly before receipt of the April Response Letter, CRC counsel emailed Plains to inform it of the harms experienced by CRC due to Line 63 prorations that occurred in April, and to ask that Plains answer a set of questions regarding the basis for the

prorations. That email and the associated questions are attached hereto as Exhibit 5. Plains indicated to CRC on a phone call on April 24, 2026 that Plains did not intend to respond to CRC's questions, and as of the date of filing this Complaint Plains still has not responded to those questions. CRC replied in writing to the April Response Letter on April 28, 2026, explaining CRC's concerns and objections to Pacific's policy favoring Line 2000 volumes over Line 63 volumes as set forth in the April Response Letter, and requesting a meeting between representatives of CRC and Plains/Pacific to resolve the discriminatory curtailment of CRC's shipments. That reply is attached hereto as Exhibit 7. Neither Plains nor Pacific has agreed to a meeting as of the date of filing this Complaint.

CRC also requested assistance from the Commission's Energy Division in resolving Pacific's discriminatory proration of CRC's shipments. On May 5, 2026, CRC met with Commission staff and counsel in the Gas & Oil Pipeline Costs and Rates Section of the Commission's Energy Division to explain CRC's concerns regarding Pacific's discriminatory proration of CRC's shipments, and to request informal assistance to resolve these issues. Energy Division staff informed CRC on June 4, 2026 that they spoke with Plains on June 1, 2026, and that Plains had reiterated its intention to continue the discriminatory curtailment of CRCs shipments on Line 63.

In light of the ongoing discriminatory prorations of CRC's volumes on Line 63 and the fact that this issue remains unresolved, CRC submitted a formal claim letter to Pacific on June 1, 2026, attached hereto as Exhibit 8 ("Formal Claim Letter"), to comply with Rule 16 of the Line 63 Tariff, which requires the filing of a written claim with Pacific as a condition precedent to recovery for loss or delay of any volumes shipped on Line 63.¹³ The Formal Claim Letter

¹³ Exhibit 1 (Line 63 Tariff), Rule 16, at Original Cal. P.U.C. Sheet No. 55-O.

identifies the basis for CRC's claims and sets forth a good faith estimate of the damages that CRC has incurred due to Pacific's improper prorations of CRC's Line 63 shipments as of May 31, 2026. In Pacific's reply to the Formal Claim Letter, dated June 4, 2026 and delivered on June 7, 2026, attached hereto as Exhibit 9, Pacific reiterated its position from its April Response Letter that its curtailments of Line 63 are permitted, and denied CRC's request for monetary compensation for the financial losses caused by Pacific's improper prorations on Line 63.

IV. Legal Basis for Complaint: Pacific's Proration Policy Violates the Line 63 Tariff and the Public Utilities Code, and Breaches Pacific's Representations to the Commission in AL 49-O.

CRC asserts the following legal bases for this Complaint against Pacific:

1. Pacific Violates Rule 23.B of the Line 63 Tariff by Prorating Line 63 Shippers Based on Line 2000 Volumes Rather Than Pro Rata Among Line 63 Shippers.

Rule 23.B of the Line 63 Tariff states: "[w]hen the nominated volumes for any month exceed the capacity of any one or more segments of the system, the total nominated volumes for the segment(s) shall be divided into each Shipper's nominated volumes to determine the 'factor' for that Shipper. Each Shipper's allocation for that segment(s) shall be determined by multiplying its 'factor' for that segment(s) by the capacity of the prorated segment".¹⁴ The entirety of the Line 63 Tariff, including Rule 23.B, applies to all shipments on Line 63—including all Line 63 shipments on the Shared Trunkline. The tariff for Pacific's Line 2000 does not apply to any Line 63 shipments, and the Line 63 Tariff does not allow Pacific to give priority to, or even consider, the nominations of shippers on other crude oil lines when allocating prorations among Line 63 shippers.

By prorating all Line 63 shipments before any Line 2000 shipments under Pacific's policy of prioritizing Line 2000 volumes, Pacific is violating its obligation under Rule 23.B of the

¹⁴ Exhibit 1 (Line 63 Tariff), Rule 23.B, at Original Cal. P.U.C. Sheet No. 56-O.

Line 63 Tariff to implement prorations on Line 63 on a pro-rata basis as among all and only other Line 63 shippers. As a direct result of this violation, CRC has been subjected to improper prorations of its and its customers' nominated volumes in April, May, June, and July 2026, causing significant financial and operational harm as detailed in Section III.5 above.

2. Pacific's Subordination of All Line 63 Shipments Renders Line 63 Rates Unjust and Unreasonable in Violation of PU Code Section 451.

Pacific's policy favoring Line 2000 volumes over Line 63 volumes, and the ensuing prorations of CRC's Line 63 volumes in April, May, June, and July 2026, amount to the imposition of unjust and unreasonable rates in violation of PU Code Section 451. PU Code Section 451 requires that "all charges demanded or received by any public utility, or by any two or more public utilities, for any product or commodity furnished or to be furnished or any service rendered or to be rendered shall be just and reasonable." The rates that CRC and other Line 63 shippers pay for service on Line 63 correspond to the level of service set forth in the Line 63 Tariff, and the Commission has determined that such rates are just and reasonable. However, by favoring Line 2000 volumes and giving them blanket priority over Line 63 volumes, and delivering a materially lower quality of service than described in the Line 63 Tariff, Pacific is delivering a lower level of service to all Line 63 shippers than that approved by the Commission, at rates that are unjust and unreasonable within the meaning of PU Code Section 451.

3. Pacific's Policy Favoring Line 2000 Shipments Unlawfully Discriminates Against Line 63 Shippers in Violation of PU Code Section 453(a).

Pacific's policy favoring and prioritizing Line 2000 shipments unlawfully discriminates against Line 63 shippers in violation of PU Code Section 453(a), which prohibits any public utility, "as to rates, charges, service, facilities, or in any other respect, [from making or granting] any preference or advantage to any corporation or person or [subjecting] any corporation or person to any prejudice or disadvantage." Pacific is granting an unlawful preference and

advantage to Line 2000 shippers, to the prejudice and disadvantage of CRC and the other Line 63 shippers, by affording blanket priority to all Line 2000 shipper nominations over all Line 63 shipper nominations on the Shared Trunkline. Pacific has also provided no rational basis for giving blanket preference to Line 2000 shippers over Line 63 shippers on the Shared Trunkline, further demonstrating its discriminatory preference for Line 2000 shippers. Because of this discriminatory preference, in the event of insufficient capacity on the Shared Trunkline, Line 2000 shippers are significantly less likely than Line 63 shippers to have their nominations prorated and therefore significantly less likely to suffer the adverse economic and operational impacts of prorations and delays; meanwhile, CRC and other Line 63 shippers are forced to bear the full burden of capacity constraints on the Shared Trunkline.

4. Pacific's Blanket Proration of Line 63 Volumes Directly Contradicts Its Representations to the Commission in Advice Letter 49-O That Idling the Line 63 Trunkline Would Not Harm Line 63 Shippers.

Pacific's discriminatory policy of prioritizing Line 2000 shipments on the Shared Trunkline, and the resulting prorations of CRC's Line 63 volumes in April, May, June, and July 2026, constitute breaches of Pacific's representations to the Commission about the impact on Line 63 shippers of idling the Line 63 Trunkline. Pacific stated in AL 49-O that the idling of the Line 63 Trunkline and the routing of Line 63 volumes through the Shared Trunkline would be accomplished "without impacting shippers on either Line 63 or Line 2000", that "Line 63 shippers will not be impacted by this change," and that "[n]either Line 63 shippers, nor Line 2000 shippers will be adversely economically impacted by this proposal."¹⁵ The Commission's acceptance of AL 49-O and its approval of idling the Line 63 Trunkline and implementing the Shared Trunkline was predicated upon these representations. Pacific's policy favoring Line 2000 shippers, by

¹⁵ Exhibit 2 (AL 49-O) at 1-2.

subordinating all Line 63 shipper nominations to all Line 2000 shipper nominations on the Shared Trunkline, directly contradicts Pacific's representations in AL 49-O and imposes significant harm on CRC and other Line 63 shippers.

V. The Commission Should Order Pacific to Cease Prioritizing Line 2000 Shipments Over Line 63 Shipments and Provide Relief to CRC.

To remedy the foregoing violations, CRC respectfully requests that the Commission grant the following relief:

1. Find that Pacific's policy favoring Line 2000 shipments over Line 63 shipments violates Rule 23.B of the Line 63 Tariff and PU Code Sections 451 and 453(a), and constitutes a breach of Pacific's representations to the Commission in AL 49-O;
2. Order Pacific to immediately rescind and cease implementing its policy favoring Line 2000 shipments and instead prorate Line 63 shippers along the Shared Trunkline on a pro-rata basis and without regard to Line 2000 volumes, as required under Rule 23.B of the Line 63 Tariff;
3. Require Pacific to provide to the Commission documentation of all volumes shipped and prorated on the Shared Trunkline since January 1, 2026;
4. Audit Pacific's records of prorations on the Shared Trunkline since January 1, 2026 to determine the total volume of improperly prorated Line 63 shipments;
5. Order Pacific to refund to CRC the rates paid by CRC for shipment and storage of all improperly prorated volumes on Line 63; and
6. Issue such other and further relief to CRC and other Line 63 shippers as the Commission deems just and reasonable.

VI. Issues to be Considered in this Proceeding.

The issues in this Proceeding are as follows:

1. Does Pacific's adoption and implementation of a policy giving priority to Line 2000 volumes over Line 63 volumes on the Shared Trunkline violate

Rule 23.B of the Line 63 Tariff?

2. Does Pacific's proration policy violate Section 451 of the PU Code?
3. Does Pacific's proration policy violate Section 453(a) of the PU Code?
4. Is Pacific's practice of giving priority to Line 2000 shipments a breach of the representations made by Pacific in its filed Advice Letter 49-O?
5. Should the Commission order Pacific to immediately cease application of priority to Line 2000 shipments, and prorate Line 63 nominations, if at all, in a manner that does not discriminate against Line 63 shipments vis a vis Line 2000 shipments?
6. Should the Commission require Pacific to provide documentation of all volumes shipped and prorated on the Shared Trunkline since January 1, 2026?
7. Should the Commission audit Pacific's records of prorations on the Shared Trunkline since January 1, 2026 to determine the total volume of improperly prorated Line 63 shipments?
8. Should the Commission order Pacific to refund to CRC the rates paid by CRC for shipment and storage of all improperly prorated volumes on Line 63?
9. Should the Commission issue any other relief to CRC or other Line 63 shippers in connection with Pacific's policy of prioritizing Line 2000 volumes over Line 63 volumes in making proration decisions?

VII. Information Required by Commission Rules.

1. CRC Has Made Repeated Good Faith Attempts at Informal Resolution.

Pursuant to Rule 4.2(b) of the Commission's Rules, a complaint that does not allege that the matter has first been brought to Commission staff for informal resolution may be referred to Commission staff to attempt to resolve the matter informally. As explained in Section III.6 above, in addition to numerous attempts made by CRC to resolve this matter informally with Pacific and

its parent company, Plains, CRC met with Commission staff and counsel in the Gas & Oil Pipeline Costs and Rates Section of the Commission's Energy Division on May 5, 2026 to explain CRC's concerns regarding Pacific's discriminatory prorations of CRC's Line 63 shipments and to request the Commission's help to resolve this matter informally. On June 4, 2026, Energy Division staff informed CRC that in a conversation with Plains on June 1, 2026, Plains reiterated its intention to continue to implement their discriminatory curtailment of CRC's shipments on Line 63. Accordingly, despite CRC's attempts at informal resolution, CRC has not received any indication from Pacific that it will cease to improperly prioritize Line 2000 shipments on the Shared Trunkline, or otherwise provide relief, and this matter remains unresolved.

2. Contact Information.

All communications, correspondence, and pleadings with respect to this Complaint should be directed to:

Joseph M. Karp
Lisa A. Cottle
Julietta Rose
Sheppard Mullin Richter & Hampton LLP
4 Embarcadero Center, 17th Floor
San Francisco, CA 94111
Tel. 415-774-3118
Fax. 415.403.6078
Email: jkarp@sheppard.com
Email: lcottle@sheppard.com
Email: jarose@sheppard.com

3. Categorization of Proceeding.

Pursuant to Rule 4.2(a) of the Commission's Rules, a complaint must state the proposed category for the proceeding. CRC proposes that the Commission classify this proceeding as adjudicatory. Rule 1.3(a) of the Commission's Rules defines adjudicatory proceedings to include complaints against regulated entities, "excluding those complaints that challenge the

reasonableness of rates or charges, past, present, or future.” Rule 1.3(g) of the Commission’s Rules defines ratesetting proceedings to include complaints that challenge the reasonableness of rates or charges. Although CRC’s claims arise in part under Section 451 of the PU Code, CRC does not challenge the reasonableness of the rates or charges set forth in the Line 63 Tariff. Rather, CRC challenges Pacific’s adoption and implementation of Pacific’s discriminatory and illegal policy of favoring Line 2000 volumes on the Shared Trunkline, which is in contravention of the Line 63 Tariff. Because this Complaint concerns Pacific’s practices and conduct in applying the Line 63 Tariff, rather than the level or structure of the rates themselves, adjudicatory categorization is appropriate.

In addition, and as an independent basis for adjudicatory categorization, the Commission’s formal complaint template states that ratesetting categorization is appropriate if the “complaint challenges the reasonableness of rates pursuant to Rule 4.1(b)”.¹⁶ By its express terms Rule 4.1(b) applies only to complaints regarding the rates or charges of a “gas, electrical, water, or telephone corporation.” However, Pacific is a crude oil pipeline operator and is not a gas, electrical, water, or telephone corporation. Accordingly, even if this Complaint were construed as challenging the reasonableness of Pacific’s rates or charges, Rule 4.1(b) would not apply, and the ratesetting categorization associated with complaints subject to that rule is inapplicable to this proceeding.

4. Need for Hearing.

The issues presented in this Complaint likely can be resolved based on pleadings, written testimony, briefing, and such other procedures as the Commission deems appropriate. However, to the extent that Pacific disputes the material facts set forth herein or raises factual defenses to CRC’s claims, hearings may be necessary to address those disputed factual issues. CRC therefore

¹⁶ Commission Formal Complaint Template at 2 of 6.

respectfully requests that the Commission set the matter for an evidentiary hearing pursuant to Article 13 of the Commission's Rules.

5. Proposed Schedule.

CRC proposes the following schedule for this proceeding. CRC respectfully requests the Commission to resolve this matter on the most accelerated schedule practicable. As set forth in this Complaint, Pacific's continued implementation of discriminatory prorations of CRC's shipments on Line 63 is causing ongoing and escalating financial and operational harm to CRC with each successive shipping cycle. Each month that Pacific continues to improperly prorate CRC's and its customers' shipments, CRC incurs reduced sales realizations, additional storage costs, increased trucking expenses, and further disruption to its contractual delivery obligations. Prompt resolution of this Complaint is therefore essential to prevent the continued accrual of harm to CRC and to restore the level of service to which CRC and other Line 63 shippers are entitled under the Line 63 Tariff. CRC has proposed the time frames below with the objective of achieving a final resolution of this matter as expeditiously as possible within the twelve-month period prescribed for adjudicatory proceedings under Rule 4.2(a) of the Commission's Rules.

Complaint filed	August 20, 2026
Answer Due (Rule 4.3)	Per Instructions to Answer
Prehearing Conference (Rule 7.2)	Filing of Complaint + 45 days
Scoping Memo Issued (Rule 7.3)	15 days after Prehearing Conference
Prepared Testimony Served (Rule 13.8)	30 days after Scoping Memo
Rebuttal Testimony Served	20 days after service of prepared testimony
Meet and Confer re Hearing (Rule 13.9)	10 days after rebuttal testimony

Evidentiary Hearing (Rule 13.1), if needed to address material disputed factual issues	30 days after Meet and Confer
Opening Briefs (Rule 13.12)	20 days after close of evidentiary hearing (if needed) or after Meet and Confer if hearings are not needed
Reply Briefs	15 days after service of opening briefs
Submission (Rule 13.15)	Upon filing of Reply Briefs
Presiding Officer's Decision (Rule 14.2(b))	Within 60 days of Submission
Appeal and Review Period for Presiding Officer's Decision (Rules 14.4(a) and (b))	30 days after Presiding Officer's Decision
Response to Appeal or Request for Review (Rule 14.4(d))	15 days after filing of final Appeal or Request for Review
Commission Decision (Rule 15.5)	If no Appeal or Request for Review is filed: 30 days after Presiding Officer's Decision, and no later than 12 months after Complaint is filed If an Appeal or Request for Review is filed: 20 days after issuance of the Commission's Decision, unless otherwise provided therein, and no later than 12 months after Complaint is filed

VIII. Conclusion.

For the reasons set forth above, Pacific's discriminatory policy of prioritizing Line 2000 shipments over Line 63 shipments on the Shared Trunkline violates Rule 23.B of the Line 63 Tariff and Sections 451 and 453(a) of the PU Code, and breaches the representations Pacific made to the Commission in AL 49-O. Pacific's practice of affording blanket priority to Line 2000 volumes over Line 63 volumes on the Shared Trunkline subjects CRC to unjust, unreasonable,

and discriminatory proration that have caused, and continue to cause, significant financial and operational harm. CRC respectfully requests that the Commission (i) find that Pacific has violated the applicable provisions of the Line 63 Tariff and the PU Code, and has breached Pacific's representations in AL 49-O, and (ii) order Pacific to immediately cease application of its discriminatory proration policy along with the additional relief requested in this Complaint. CRC reserves all of its rights under law and equity in respect of the subject matter of this complaint.

Respectfully submitted,

August 20, 2026

By: /s/ Joseph M. Karp

Joseph M. Karp

Lisa A. Cottle

Julietta Rose

Sheppard Mullin Richter & Hampton LLP

4 Embarcadero Center, 17th Floor

San Francisco, CA 94111

Tel. 415-774-3118

Fax. 415-403-6078

Email: jkarp@sheppard.com

Email: lcottle@sheppard.com

Email: jarose@sheppard.com

Attorneys for California Resources Corporation

VERIFICATION

(Verification appears on the following page)

VERIFICATION

I, Jay A. Bys, hereby declare that I am the Executive Vice President and Chief Commercial Officer of California Resources Corporation. I have read the attached COMPLAINT OF CALIFORNIA RESOURCES CORPORATION AGAINST PACIFIC PIPELINE SYSTEM LLC (U-18-O) FOR RELIEF FROM UNLAWFUL AND DISCRIMINATORY PRORATION OF PIPELINE SHIPMENTS IN VIOLATION OF PACIFIC'S LINE 63 TARIFF AND THE PUBLIC UTILITIES CODE dated August 20, 2026 ("Complaint"). The contents of the Complaint are true either of my own knowledge or on my information and belief. As to the latter contents, I am informed and believe, and on that ground allege, that the matters stated in the Complaint are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of August, 2026, at Long Beach, California.

/s/

Jay A. Bys
Executive Vice President and Chief Commercial Officer
California Resources Corporation

EXHIBIT 1

***(Pacific Pipeline System LLC Tariff Schedule Applicable to
Gathering and Transportation of Crude Petroleum by Pipeline Service
of Pacific Pipeline System LLC Line 63 System (“Line 63 Tariff”))***

Pacific Pipeline System LLC
5900 Cherry Avenue
Long Beach, California 90805

Original Cal. P.U.C., Sheet No. 1-O

**TARIFF SCHEDULE
APPLICABLE TO
GATHERING AND TRANSPORTATION OF CRUDE PETROLEUM
BY PIPELINE SERVICE OF
PACIFIC PIPELINE SYSTEM LLC
LINE 63 SYSTEM**

Operating in
Kern, Los Angeles, Orange, San Luis Obispo,
Santa Barbara and Ventura Counties, California

These tariff schedules have been regularly filed with the California Public Utilities Commission and include the effective rates and rules of this Utility that are applicable to the Line 63 System.

Service on the Line 63 System will be furnished in accordance with these tariff schedules and no officer, employee or representative of the Utility has any authority to waive, alter or amend these tariff schedules or any part thereof in any respect.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Cal. P.U.C. Sheet No.</u>	<u>Revision</u>	<u>Cal P.U.C. Sheet No.</u>	<u>Revision</u>
1	Original	41	Ninth Revised
2	Twenty-Third Revised (T)	42	Ninth Revised
3	Original	43	Ninth Revised
4	Original	44	Tenth Revised
5	Original	45	Ninth Revised
6	Original	46	Ninth Revised
7	Original	47	Original
8	Original	48	Original
9	Original	49	Original
10	Tenth Revised	50	Original
11	Tenth Revised	51	Original
12	Original	52	Original
13	Seventh Revised	53	Original
14	Deliberately Omitted	54	Original
15	Deliberately Omitted	55	Original
16	Deliberately Omitted	56	Original
17	Deliberately Omitted	57	Original
18	Ninth Revised	58	Original
19	Thirteenth Revised	59	Original
20	Fourteenth Revised	60	Original
21	Deliberately Omitted	61	Original
21.1	Thirteenth Revised	62	Original
22	Twelfth Revised	63	Original
23	Thirteenth Revised	64	Original (N)
24	Sixteenth Revised		
25	Twelfth Revised		
25.1	Eighth Revised		
26	Eleventh Revised		
26.1	Eleventh Revised		
27	Eleventh Revised		
28	Eleventh Revised		
29	Tenth Revised		
30	Tenth Revised		
31	Ninth Revised		
32	Original		
33	Eleventh Revised		
34	Eleventh Revised		
35	Original		
36	Original		
37	Deliberately Omitted		
38	Ninth Revised		
39	Ninth Revised		
40	Ninth Revised		

Advice Letter No. 61

Decision No. _____

Issued by
Mark Odom
Vice President

Date Filed December 13, 2024
Effective January 12, 2025
Resolution No. _____

Pacific Pipeline System LLC
5900 Cherry Avenue
Long Beach, California 90805-4408

1" Revised Cal. P.U.C., Sheet No. 3-O (T)
Canceling Original Cal. P.U.C., Sheet No. 3

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Advice Letter No. 22
Decision No. 04-12-040

Issued by
Irvin Toole, Jr.
President

Date Filed: December 28, 2004
Effective: November 1, 2004
Resolution No. _____

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Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Pacific Pipeline System LLC's Line 63 System. This tariff and the effective rates and rules stated herein are not applicable to Pacific Pipeline System LLC's Pacific System which is operated pursuant to a separate tariff, rates and rules.

Pacific Pipeline System LLC provides the gathering and transportation of crude petroleum by pipeline service in California.

Pacific Pipeline System LLC has been granted authority by the California Public Utilities Commission to provide the gathering and transportation of crude petroleum by pipeline service within the State of California.

SYMBOLS USED IN THIS TARIFF

(As per CPUC General Order 96-A)

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

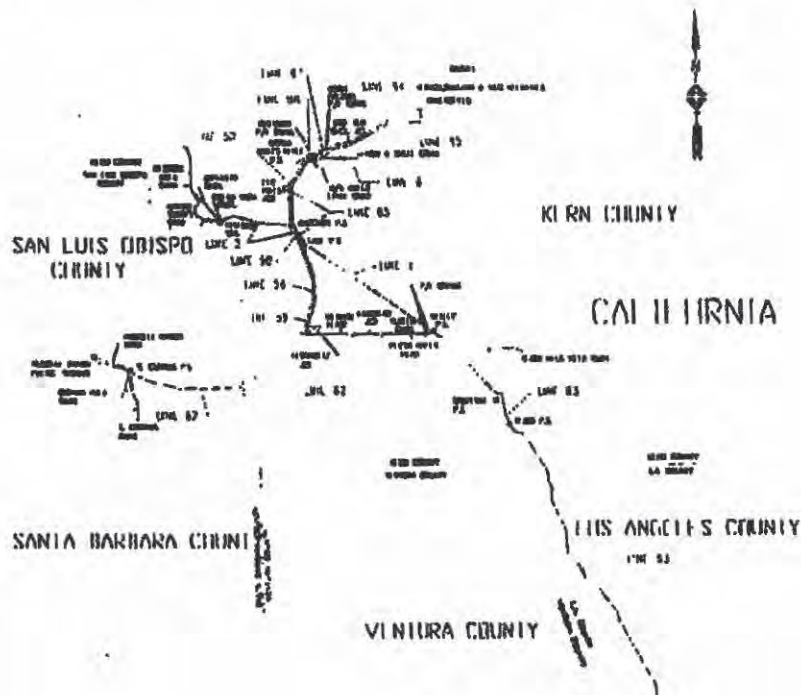
Date Filed _____
Effective _____
Resolution No. _____

Pacific Pipeline System LLC
5900 Cherry Avenue
Long Beach, California 90805

Original Cal. P.U.C., Sheet No. 6-0

SERVICE AREA MAP 1 - Line 63 System

Pacific Pipeline System LLC has been granted authority by the California Public Utilities Commission to provide the transportation and delivery of crude petroleum service for its Line 63 System within the State of California.



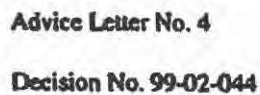
Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

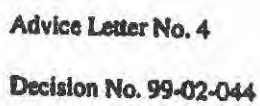
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Original Cal. P.U.C., Sheet No. 7-0



Date Filed _____
Effective _____
Resolution No. _____

Original Cal. P.U.C., Sheet No. 8-O



Date Filed _____
Effective _____
Resolution No. _____

Pacific Pipeline System LLC
5900 Cherry Avenue
Long Beach, California 90805

Original Cal. P.U.C., Sheet No. 9-0

APPLICABILITY

This tariff applies to the gathering and transportation of crude petroleum by the Line 63 System in California.)

TERRITORY

Within the State of California, as authorized by the California Public Utilities Commission.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

RATE SCHEDULE (Continued)

I. Gathering Line Service:

1. Applicability:

Applicable to transportation of crude petroleum and indirect liquid products through the established gathering lines of the Line 63 System from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas of gathering lines described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
N/S Coles Levee, Kern Co. (Coles Levee A)	Line 84/85, Line 50/65 Coles Levee Station, Kern County	12.74 (I)

RATE SCHEDULE (Continued)

1. Gathering Lines Service: (Continued)

4. Through Rates to Established Destinations (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
West Kelley Area, Kern Co. (KCL H)	Line 1/62 Junction, Kern Co.	10.31 (I)
Westside Area, Kern Co. (Stevens Zone 2)	Line 2, Fellows Station, Kern Co.	28.17 (I)
West Kelley Area, Kern Co. (Yowlumne, Landslide)	Foreign P.L. Junction, Kern Co.	7) 28.17 (I)

RATE SCHEDULE (Continued)

I. Gathering Lines Service: (Continued)

5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
6. **Measurement, Testing, and Deduction:**
Exception to Rule No. 11 of the Rules and Regulations Section. That portion of Rule No. 11 providing for a deduction of one-quarter of one percent (1/4 of 1%) of all crude petroleum received for transportation at point of origin to cover losses due to shrinkage and evaporation incident to pipeline transportation does not apply. All other provisions of Rule No. 11 are applicable.
7. **Exception to Rule No. 11 of the Rules and Regulations Section.**
The maximum of one percent (1%) allowable impurities and water will not apply for such movements into foreign pipelines. The maximum will be three percent (3%), or the maximum allowed by foreign pipelines, whichever is less. All other provisions of Rule No. 11 are applicable.
8. The gravity bank provision (Rule No. 32) of the Rules and Regulations section will not apply under this tariff.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

RATE SCHEDULE (Continued)

VI Trunk Line #63 San Joaquin Medium Blend (SJMB) Crude Service: (Continued)

1. Applicability:
2. Applicable to transportation of San Joaquin Medium Blend (SJMB) crude petroleum through the established Pipe Line #63 from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.
3. Territory:
Within the rate areas of Line #63 described in the Service Area Map.
4. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.
5. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Pentland Junction, Kern County,	Bakersfield Area Refineries (Big West, Kern Oil)	75.82 (I)

6. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
7. Measurement, Testing and Deduction:

Exception to Rule No. 11 of the Rules and Regulations section.

The maximum of one percent (1%) allowable basic sediment & water will not apply under this tariff. Carrier will accept for transportation crude petroleum in which the total volume of impurities and water does not exceed three (3%). All other provisions of Rule 11 of Rules and regulations Section are applicable.

8. Direction of Flow:

Clarification under Rule No. 19 of the Rules and Regulations section.

Movements under this tariff shall be deemed not in the "Normal direction of flow".

RATE SCHEDULE (Continued)

III. Trunk Line #17 Crude Service:

1. Applicability:

Applicable to transportation of crude petroleum and indirect liquid products through the established Pipe Line # 17 from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas of line # 17 described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Spring St. & Cherry Ave. Jct. Long Beach, L.A. County	East Hynes Jct., North Long Beach, L.A. County	14.33 (I)

5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

6. Measurement, Testing and Deduction:

Exception to Rule No. 11 of the Rules and Regulations section.

The maximum of one percent (1%) allowable basic sediment & water will not apply under this tariff. Carrier will accept for transportation crude petroleum in which the total volume of impurities and water does not exceed three (3%). All other provisions of Rule 11 of Rules and regulations Section are applicable.

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service:

1. Applicability:

Applicable to transportation of crude petroleum and indirect liquid products through the established Pipe Line # 63 from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas of line # 63 described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Coles Levee Station, Kern County, Lines 97, 98	Bakersfield Area Refineries, Kern County (Chevron USA, Koch Paloma)	17.70 (I)
Coles Levee Station, Kern County Lines 61, 85	Bakersfield Area Refineries, Kern County (Koch Ten Section, KCR, Sunland, Shell Oil Bakersfield Refinery)	45.88 (I)
Standard Ten Sections, P.L. Jct., Kern County, Line 85	Bakersfield Area Refineries, Kern County (Shell Oil Bakersfield Refinery, Sunland)	14.01 (I)

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Bakersfield Refineries, Kern County, Line 84	Lake Station, Kern County	64.23 (I)
	Leutholtz Junction, Kern County	74.54 (I)
	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	197.36 * (I)
	Hynes Jct., North Long Beach, L.A. County	211.20 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	233.59 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	233.59 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	243.72 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	233.59 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	249.68 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	241.62 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	233.59 * (I)
	Wilmington Blvd. At A.T.&S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	233.59 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE

IV. Trunk Line #63 Light Crude Service:

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Belridge Station **, Kern County,	Pentland Junction, Kern County	48.30 (I)
	Bakersfield Area Refineries, Kern County (Big West, Kern Oil)	102.22 (I)
	Hynes Jct., North Long Beach, L.A. County	194.62 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	217.32 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	217.32 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	226.97 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	217.32 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	233.26 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	225.20 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	217.32 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	217.32 * (I)

**Shipments under this tariff are subject to the connecting carrier's gathering system gravity adjustments and inventory requirements.

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Coles Levee Station (South), Kern County	Lake Station, Kern County	20.27 (I)
	Pentland Junction Kern County	25.60 (I)
	Leutholtz Junction, Kern County	27.20 (I)
	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	151.64 * (I)
	Hynes Jct., North Long Beach, L.A. County	167.74 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	189.15 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	189.15 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	199.94 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	189.15 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	205.73 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	197.53 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	189.15 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	189.15 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE

IV. Trunk Line #63 Light Crude Service:

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Westside-Fellows Station, Santa Barbara County	Pentland Junction, Kern County	20.76 (I)
	Leutholtz Junction, Kern County	22.53 (I)
	Metson Junction, Kern County	24.46 (I)
	Hynes Jct., North Long Beach, L.A. County	165.00 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	187.54 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	187.54 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	198.33 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels. Refinery)	187.54 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	203.81 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	195.59 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	187.54 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery, Valero Asphalt Refinery)	187.54 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE

IV. Trunk Line #63 Light Crude Service:

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Elk Hills P.L. Jct., Kern County	Bakersfield Area Refineries, (PMT Ten Section, KCR, Sunland, Shell)	59.57 (I)
	Pentland Junction, Kern County	11.28 (I)
	Leutholtz Junction, Kern County	11.91 (I)
	Metson Junction, Kern County	14.01 (I)
	Hynes Jct., North Long Beach, L.A. County	151.32 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	174.19 * (I)
	Sepulveda Blvd. & Alameda. St., Carson, L.A. County (ConocoPhillips Carson Refinery)	174.19 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	183.67 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	174.19 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	189.79 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	182.06 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	174.19 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery, Valero Asphalt Refinery)	174.19 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE

IV. Trunk Line #63 Light Crude Service:

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Lake Station, Kern County	Pentland Junction, Kern County	9.66 (I)
	Leutholtz Junction, Kern County	10.63 (I)
	Kelley Station, Kern County	37.19 (I)
	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	142.96 * (I)
	Hynes Jct., North Long Beach, L.A. County	156.95 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	179.64 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	179.64 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	189.79 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	179.64 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	195.59 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	187.54 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	179.64 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	179.64 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE

IV. Trunk Line #63 Light Crude Service:

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Leutholtz Junction, Kern County	Metson Junction, Kern County	9.66 (I)

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Metson Junction, Kern County	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	117.51 * (I)
	Hynes Jct., North Long Beach, L.A. County	130.71 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	153.74 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	153.74 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	163.23 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	153.74 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	169.36 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	161.62 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	153.74 * (I)
	Wilmington Blvd. At .A.T.& S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	153.74 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Pentland Junction, Kern County	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	117.51 * (I)
	Hynes Jct., North Long Beach, L.A. County	130.71 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	153.74 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	153.74 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	163.23 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	153.74 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	169.36 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	161.62 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	153.74 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	153.74 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Pleito Creek Ranch, Kern County	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	107.05 * (I)
	Hynes Jct., North Long Beach, L.A. County	120.73 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	142.64 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	142.64 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	152.92 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	142.64 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	159.05 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	151.00 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	142.64 * (I)
	Wilmington Blvd. At A.T.& S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	142.64 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Tejon North, West Kelley, Kern County	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	103.19 * (I)
	Hynes Jct., North Long Beach, L.A. County	117.51 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	139.73 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	139.73 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	149.70 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	139.73 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	155.18 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	147.77 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	139.73 * (I)
	Wilmington Blvd. At A.T. & S.F. Railroad R/W, Carson, L.A. County (Shell Oil Refinery)	139.73 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
East Los Angeles P.L. Jct., L.A. County	Hynes Jct., North Long Beach, L.A. County	14.01 (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	37.03 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	37.03 (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	44.44 (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	60.69 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	52.32 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	44.44 (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	37.03 (I)

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
8) Hynes Station, Long Beach, L.A. County	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	22.04 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	22.04 (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	30.75 (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	21.73 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	38.48 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	30.75 (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	22.04 (I)

RATE SCHEDULE (Continued)

IV. Trunk Line #63 Light Crude Service: (Continued)

- 5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
- 6. The rates named herein apply only to trunkline movements and do not include gathering charges. Refer to Pacific Pipeline System LLC's Line 63 System's appropriate gathering tariffs for additional charges, if any.
- 7. Rate for High Viscosity Crude Petroleum

Crude Petroleum pumped by Pacific Pipeline System LLC's Line 63 System and having a viscosity at 70°F of greater than 40cst but not exceeding 300cst will be transported capacity permitting, at the rates listed herein plus 20%. Provisions of Rule No. 3 of the Rules and Regulations Section will also apply.

- 8. Pumping Charge

A pumping charge will be applied for transportation of crude petroleum from Carrier's facilities at Hynes Station to third party pipelines:

2.33 cents per barrel	12" pipeline (BP)	(I)
1.90 cents per barrel	12" pipeline (Paramount, Kinder Morgan)	(I)

RATE SCHEDULE (Continued)

V. Trunk Line #63 High Viscosity, High Sulfur Crude Service

1. Applicability:

Applicable to transportation of high viscosity, high sulfur crude petroleum and indirect liquid products through the established Pipe Line #63 from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas of line #63 described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

RATE SCHEDULE (Continued)

IV. Trunk Line #63 High Viscosity, High Sulfur Crude Service: (Continued)

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Pentland Junction, Kern County,	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	168.07 * (I)
	9) Hynes Jct., North Long Beach, L.A. County	190.43 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	240.99 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	240.99 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	240.99 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	240.99 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	240.99 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	251.12 * (I)
	Alameda St. & A.T.& S.F. Railroad R/W Wilmington, L.A. County (Valero Asphalt Refinery)	251.12 * (I)
	Alameda St. & Lomita Blvd., Wilmington, L.A. County (Shell Oil Refinery)	251.12 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	251.12 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

V. Trunk Line #63 High Viscosity, High Sulfur Crude Service: (Continued)

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Kelley Station, Kern County,	E. 26 th St. & Eastern Ave., Commerce, L.A. County (Golden West Refinery)	128.62 * (I)
	Hynes Jct., North Long Beach, L.A. County	151.32 * (I)
	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	205.25 * (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	205.25 * (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	205.25 * (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	205.25 * (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	205.25 * (I)
	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal)	215.71 * (I)
	Alameda St. & A.T.& S.F. Railroad R/W Wilmington, L.A. County (Valero Asphalt Refinery)	215.71 * (I)
	Alameda St. & Lomita Blvd., Wilmington, L.A. County (Shell Oil Refinery)	215.71 * (I)
	2402 E. Anaheim St., Wilmington, L.A. County (Valero Fuels Refinery)	215.71 * (I)

* Plus 10.0 cents per barrel surcharge authorized by Cal. P.U.C. Decision No. 05-07-036.

RATE SCHEDULE (Continued)

V. Trunk Line #63 High Viscosity, High Sulfur Crude Service (Continued)

5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
6. **Exception to Rule No. 26 of Rules and Regulations Section:**
The minimum quantity of high viscosity, high sulfur crude petroleum that will be accepted at point of origin by the carrier as a segregated batch shall be 50,000 barrels with a required pumping rate of 75,000 barrels per day.
7. **Exception to Rule No. 11 of Rules and Regulations Section:**
The maximum of one percent (1%) allowable basic sediment and water will not apply under this tariff. Carrier will accept for transportation crude petroleum in which the total volume of impurities and water does not exceed three percent (3%). All other provisions of Rule No. 11 of Rules and Regulations Section are applicable.
8. **Provision for interface between batches:**
High viscosity, high sulfur crude petroleum may be shipped in batches on this pipeline transporting crude petroleum under the following conditions:
 - (a) The crude petroleum contained in the interface between such batches shall be delivered to and received by the Shipper of the high viscosity, high sulfur crude petroleum. The Shipper of the high viscosity, high sulfur crude petroleum shall pay all transportation charges per Line 63 tariff, Sheet Nos. 19-O - 31-O, supplements thereto, and successive issues thereof, on the volume of the interface delivered and received as though it were the Shipper of such interface from Kelley Station. Further, the crude petroleum contained in the interface shall be subject to the gravity bank provisions of Rule No. 32 of the Rules and Regulations Section, including any supplements thereto, and successive issues thereof, and for such purposes the Shipper of the high viscosity, high sulfur crude petroleum shall be deemed to be the Shipper of such interface.
 - (b) The Shipper of the high viscosity, high sulfur crude petroleum shall then deliver into Carrier's tankage at Kelley Station, crude petroleum in an amount equivalent to the crude petroleum contained in the interface delivered to and received by such Shipper. Such Shipper may also deliver such amount of crude petroleum into Carrier's pipeline system north of Kelley Station provided such Shipper pays Carrier the difference in transportation charges between, (a) such delivery point and Hynes Station, and (b) Kelley Station and Hynes Station. The crude petroleum delivered by the Shipper of the high viscosity, high sulfur crude petroleum to Kelley Station shall be subject to the gravity bank provisions of Rule No. 32 and other relevant provisions of the Rules and Regulations Section, including any supplements thereto, and successive issues thereof.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

RATE SCHEDULE (Continued)

V. Trunk Line #63 High Viscosity, High Sulfur Crude Service (Continued)

9. Hynes Station will only serve to stage the crude petroleum for shipment to its final destination; so with each nomination, Shipper must verify with Pacific Pipeline System LLC's scheduling department that an acceptable route out of Hynes Station to its final destination will be available at the time of shipment.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

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Resolution No. _____

RATE SCHEDULE (Continued)

VII. Trunk Line #93 Service:

1. Applicability:

Applicable to transportation of crude petroleum and indirect liquid products through the established Pipe line #93 from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas on line #93 described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County, (ConocoPhillips Torrance Tank Farm)	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	23.98 (I)
	Hynes Station, North Long Beach, L.A. County	28.17 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	23.98 (I)
	Perry Street & Del Amo Blvd., Carson, L.A. County (Shell Dominguez Tank Farm)	23.98 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County (ChevronTexaco Refinery)	23.98 (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	7.89 (I)

RATE SCHEDULE (Continued)
VII. Trunk Line #93 Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County, (Chevron Texaco Refinery)	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	32.03 (I)
	Hynes Station, North Long Beach, L.A. County	35.90 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	32.03 (I)
	Perry Street & Del Amo Blvd., Carson, L.A. County (Shell Dominguez Tank Farm)	32.03 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	23.98 (I)
	Crenshaw Blvd. & Del Amo Blvd., Torrance, L.A. County (ExxonMobil Refinery)	16.10 (I)

RATE SCHEDULE (Continued)
VII. Trunk Line #93 Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Crenshaw Blvd., & Del Amo Ave., Torrance, L.A. County, (ExxonMobil Refinery)	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	16.10 (I)
	Hynes Station, North Long Beach, L.A. County	20.12 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	16.10 (I)
	Perry Street & Del Amo Blvd., Carson, L.A. County (Shell Dominguez Tank Farm)	16.10 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County, (ChevronTexaco Refinery)	16.10 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	7.89 (I)

RATE SCHEDULE (Continued)
VII. Trunk Line #93 Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Perry Street & Del Amo Blvd., Carson, L.A. County, (Shell Dominguez Tank Farm)	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	7.89 (I)
	Hynes Station, North Long Beach, L.A. County	20.12 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	7.89 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County, (ChevronTexaco Refinery)	32.03 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	23.98 (I)
	Crenshaw Blvd., & Del Amo Ave., Torrance, L.A. County, (ExxonMobil Refinery)	16.10 (I)

RATE SCHEDULE (Continued)
VII. Trunk Line #93 Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Sepulveda Blvd. & Alameda St., Carson, L.A. County, (ConocoPhillips Carson Refinery)	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	7.89 (I)
	Hynes Station, North Long Beach, L.A. County	20.12 (I)
	Perry Street & Del Amo Blvd., Carson, L.A. County (Shell Dominguez Tank Farm)	7.89 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County, (ChevronTexaco Refinery)	32.03 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	23.98 (I)
	Crenshaw Blvd., & Del Amo Ave., Torrance, L.A. County, (ExxonMobil Refinery)	16.10 (I)

RATE SCHEDULE (Continued)
VII. Trunk Line #93 Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Watson Refinery Jct., Sepulveda & Wilmington, Carson, L.A. County (BP Refinery)	Hynes Station, North Long Beach, L.A. County	20.12 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	7.89 (I)
	Perry Street & Del Amo Blvd., Carson, L.A. County (Shell Dominguez Tank Farm)	7.89 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County, (ChevronTexaco Refinery)	32.03 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	23.98 (I)
	Crenshaw Blvd., & Del Amo Ave., Torrance, L.A. County, (ExxonMobil Refinery)	16.10 (I)

RATE SCHEDULE (Continued)

VII. Trunk Line #93 Service: (Continued)

4. Through Rates to Established Destinations: (Continued)

<u>From</u>	<u>To</u>	<u>Rate</u>
Hynes Station, North Long Beach, L.A. County,	Watson Refinery Jct., Sepulveda & Wilmington, Carson L.A. County (BP Refinery)	22.04 (I)
	Sepulveda Blvd. & Alameda St., Carson, L.A. County (ConocoPhillips Carson Refinery)	22.04 (I)
	Perry Street & Del Amo Blvd., Carson, L.A. County (Shell Dominguez Tank Farm)	22.04 (I)
	Sepulveda Blvd. & Rosecrans Ave., El Segundo, L.A. County, (ChevronTexaco Refinery)	38.48 (I)
	Crenshaw Blvd. & Lomita Blvd., Torrance, L.A. County (ConocoPhillips Torrance Tank Farm)	30.75 (I)
	Crenshaw Blvd., & Del Amo Ave., Torrance, L.A. County, (ExxonMobil Refinery)	22.04 (I)

5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.
6. The rates named herein apply only to trunkline movements and do not include gathering charges. Refer to Pacific Pipeline System LLC's Line 63 System's appropriate gathering tariffs for additional charges, if any.
7. Exception to Rule No. 32 of Rules and Regulations Sections:
- The gravity bank provision (Rule No. 32) of the rules and regulation in the Rules and Regulations Section will not apply under this tariff.

RATE SCHEDULE (Continued)

VIII. Miscellaneous Pipe Line Service:

1. Applicability:

Applicable to transportation of crude petroleum and indirect liquid products by established Pipe Line from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas of pipeline described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Watson Refinery Jct., Sepulveda & Wilmington, Carson, L.A. County	Alameda St. & Sepulveda Blvd., Carson, L.A. County (Kinder Morgan Carson Terminal) (Line 31)	10.31 (I)
	Alameda St. & Sepulveda Blvd. Carson, L.A. County (Line 31, Junction to Line 48)	10.31 (I)
	Main St. north of Lomita Blvd., Carson, L.A. County (Fletcher/Golden Eagle Connections)	10.31 (I)

5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

6. The rates named herein apply only to trunkline movements and do not include gathering charges. Refer to Pacific Pipeline System LLC, Line 63 System's appropriate gathering tariffs for additional charges, if any.

7. Exception to Rule No. 32 of Rules and Regulations Sections:

The gravity bank provision (Rule No. 32) of the Rules and Regulations Section will not apply under this tariff.

RATE SCHEDULE (Continued)

VIII. Miscellaneous Pipe Line Service:

1. Applicability:

Applicable to transportation of crude petroleum and indirect liquid products through the established Pipe Line from the receiving to the delivery points designated below and subject to the rules and regulations hereinafter stated.

2. Territory:

Within the rate areas of pipeline described in the Service Area Map.

3. The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each and subject to the Rules and Regulations section of this tariff.

4. Through Rates to Established Destinations:

<u>From</u>	<u>To</u>	<u>Rate</u>
Alameda St. & Sepulveda Blvd. Carson, L.A. County Line 31 Junction to Line 48	Valero Fuels Refinery 2402 E. Anaheim St. Wilmington, L.A. County	16.10 (I)
Alameda St. & Sepulveda Blvd. Carson, L.A. County Line 31, Junction to Line 48	ARCO Terminal Services Corporation City of Long Beach, L.A. County	16.10 (I)
ARCO Terminal Services Corporation City of Long Beach, L.A. County	Valero Fuels Refinery 2402 E. Anaheim St Wilmington, L.A. County	7), 8) 16.10 (I)

5. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

6. The rates named herein apply only to trunkline movements and do not include gathering charges. Refer to Pacific Pipeline System LLC, Line 63 System's appropriate gathering tariffs for additional charges, if any.

7. Exception to Rule No. 11 of Rules and Regulations Sections:

The maximum of one percent (1%) allowable impurities and water will not apply. The maximum of three percent (3%) will be allowable. All other provisions of Rule No. 11 are applicable.

8. Exception to Rule No. 32 of Rules and Regulations Section:

The gravity bank provision does not apply under this tariff.

Rules and Regulations

General

1. **Applicability:**
Applicable rules and regulations governing the gathering and transportation of crude petroleum and indirect liquid products of oil and gas wells by pipeline on Pacific Pipeline System LLC, Line 63 System.
2. Carrier will accept and transport crude petroleum and the indirect liquid products of oil or gas wells offered for transportation through carrier's facilities only as provided in this Rules and Regulations Tariff except that specific rules and regulations published in other tariffs will supersede the general rules and regulations in this tariff.
3. This tariff shall apply to these tariffs which specifically incorporate this tariff by reference: such reference includes supplements to the tariff and successive issues thereof.
4. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Rule 1 - Definitions

"A.P.I." means American Petroleum Institute.

"Barrel" means forty-two United States gallons.

"CAL. P.U.C." means California Public Utilities Commission.

"Carrier" means and refers to Pacific Pipeline System LLC.

"Common Stream" means crude petroleum moved through the pipeline and pipeline facilities which is commingled or intermixed with other crude petroleum.

"Consignee" means the party to whom a Shipper has ordered the delivery of crude petroleum and indirect liquid products.

"Crude Petroleum", as used herein, means the direct product of oil wells, indirect liquid products of oil or gas wells, or a mixture of the direct product and indirect liquid products.

"Indirect liquid products of oil or gas wells", sometimes referred to as "indirect products", means the liquid products resulting from the operation of gasoline recovery plants, gas recycling plants, or condensate or distillate recovery equipment in gas or oil fields, or a mixture of such products.

"Line 63 System" means those facilities previously owned by ARCO Pipe Line Company and transferred to Pacific Pipeline System LLC by C.P.U.C. Decision 99-02-044.

"Segregated Batch" means crude petroleum having specific identifiable characteristics different from the common stream which is moved through the pipeline so as to maintain its identity.

"Shipper" means the party who contracts with the Carrier for transportation of crude petroleum and indirect liquid products.

"U.S." means the United States.

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Irvin Toole, Jr.
President

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Rules and Regulations (Continued)

Rule 2 - Warranty of Title

The act of delivering crude petroleum into Carrier's pipeline for transportation shall constitute a warranty by Shipper that Shipper has unencumbered title thereto and that unencumbered title shall remain with Shipper until such crude petroleum is delivered out of Carrier's pipeline.

Rule 3 - Establishment of Quality

Carrier will from time to time determine the quality of crude petroleum it will regularly gather from certain areas and the quality of crude petroleum it will regularly transport as a common stream between particular origin points and destination points on its trunk pipelines. Carrier will inform all interested persons of such crude petroleum quality upon request by them. The conditions applying to common stream operation are set forth in Rule No. 24.

Carrier will accept for transportation in a segregated batch crude petroleum that does not meet the common stream quality provided that the conditions set forth in Rule No. 26 are met.

Crude petroleum quality includes, but is not limited to, whole crude properties such as A.P.I. gravity, sulfur, S. & W., Reid Vapor Pressure, pour point, viscosity, hydrogen sulfide, metals, nitrogen, chlorinated and/or oxygenated hydrocarbons, salt content, and product yields.

Crude petroleum with a gravity of 34.9° A.P.I. or less shall not exceed 8.0 pounds per square inch absolute (psia) Reid Vapor Pressure. Crude petroleum with a gravity of 35.0° A.P.I. or greater shall not exceed 10.0 psia Reid Vapor Pressure. Crude petroleum shall not exceed 11 pounds psia True Vapor Pressure at the receiving temperature independent of gravity. Refer to Rule No. 12 for blending quality specifications.

After giving reasonable notice to persons who may be affected, Carrier may from time to time undertake to gather or transport other or additional qualities of crude petroleum and Carrier may from time to time cease to gather or transport particular qualities of crude petroleum.

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Rules and Regulations (Continued)

Rule 4 - Nominations

All Shippers and Consignees desiring to ship or receive crude petroleum through the pipelines of Carrier shall provide Carrier, in writing, with the following information needed by Carrier to schedule and dispatch each shipment of crude petroleum: the kind, quantity, receipt point, sequence of delivery, delivery point and Shipper of each proposed crude shipment. Nominations must be received by the Final Nomination Deadline. The Final Nomination Deadline is 3:00 p.m. (PST) or (PDT) on the fifth (5th) working day (excluding Carrier holidays) before the first day of the month in which Shipper desires to ship.

Nominations or changes in nominations received after the Final Nomination Deadline will not be accepted from the Final Nomination Deadline date to the first day of the following month. After the first of the month, changes will be accepted only in writing and only if space is available and the additional or changed nominations do not impair the movement of crude nominated prior to the Final Nomination Deadline.

All nominations must contain a final destination point. Barrels which do not have a final destination by the Final Nomination Deadline are the responsibility of the Shipper originally tendering the barrels into the system and may not be able to be shipped. Such barrels will be considered new nominations occurring after the first of the month and are subject to the restrictions contained in the above paragraph.

Shipper must also satisfy Carrier that offers to ship are in good faith and that shipments can be transported in conformance with Carrier's tariffs.

Carrier shall not be obligated to accept or deliver crude petroleum unless Shipper and Consignee have complied with the provisions of this Item.

In the event the total nominations submitted for shipment in a pipeline segment exceed the capacity of that segment, the capacity will be prorated equitably among all shipments according to the proration procedure set forth in Rule No. 23.

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Rules and Regulations (Continued)

Rule 5 - Scheduling, Diversion or Reconsignment

For each calendar month Carrier will establish a sequence for pumping crude petroleum through its trunk lines and will schedule the approximate time when crude petroleum offered for shipment will be received by Carrier at origin points and delivered by Carrier at destination points.

Carrier will inform each Shipper of the time within each calendar month when crude petroleum will be received from such Shipper at origin points and Carrier will inform each Shipper or his Consignee of the approximate time within each calendar month when crude petroleum will be delivered to such Shipper or Consignee at destination points.

A change in destination point may be made without charge if requested by the Shipper prior to arrival at original destination subject to the rates, rules, and regulations applicable from point of origin to point of final destination, provided the current pipeline operations of the Carrier will permit such a change of destination. Such request must be in writing.

Rule 6 - Acceptance of Delivery

After shipment has arrived at destination, and on 24 hours notice to Shipper or his Consignee, Carrier may begin delivery of such shipment to Shipper or Consignee at its current rate of pumping.

If a Shipper or Consignee is not able to receive crude petroleum from Carrier at the time when Carrier has scheduled a delivery, and since Carrier does not provide a free storage service, then Carrier shall have the right to sell such crude petroleum to the first available purchaser at the best price obtainable; to use the proceeds thereof to pay pipeline transportation charges as well as other reasonable costs which shall be due as if delivery had been made; and to hold the balance of such proceeds for whomsoever may be entitled thereto.

Rule 7 - Origination Facilities

Carrier will receive crude petroleum from Shippers at stations on its gathering lines; at leases or plants to which its gathering lines connect; and at origin points on its trunk lines. Crude petroleum will be received only from pipelines, tanks or other facilities which are provided by Shipper. Carrier will determine and advise Shippers of the size and capacity of pipelines, tanks and/or metering facilities to be provided by Shipper at the point of receipt to meet the operating conditions of Carrier's facilities at such point. Carrier will not accept crude petroleum for transportation unless such facilities have been provided.

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Rules and Regulations (Continued)

Rule 8 - Destination Facilities

Carrier will deliver crude petroleum to Shipper or his Consignee at destinations on its gathering lines or trunk lines. Crude petroleum will be delivered only to pipelines, tanks, or other facilities which are provided by Shipper or Consignee. Carrier will determine and advise Shippers and Consignees of the size and capacity of pipelines, tanks, or other facilities to be provided by Shipper or Consignee at point of delivery to meet the operating conditions of Carrier's facilities at such point. Carrier will not accept crude petroleum for transportation unless such facilities have been provided.

Rule 9 - Storage in Transit

Carrier has working tanks which are generally needed by Carrier to transport crude petroleum. Capacity permitting, and at Carrier's sole discretion, provisions for storage during transit may be offered to a limited extent. Carrier will inform all interested parties of the terms and conditions for such storage upon request by them.

Rule 10 - Quantity of Deliveries

Carrier will not make a delivery of less than 10,000 barrels of crude petroleum at any destination point on its trunk lines except when necessitated by pipeline operations or except where a smaller delivery is authorized by an individual tariff as may be subsequently issued by Carrier.

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Rules and Regulations (Continued)

Rule 11 - Measuring, Testing and Deductions

All measurements and tests shall be determined by Carrier, but Shipper and Consignee or their representatives may be present to witness them. However, failure of a Shipper and Consignee to have a representative present will constitute a waiver, and the Shipper and Consignee shall be bound by the information and data on the tickets.

The volume of crude petroleum received and delivered by Carrier will be measured in barrel units by meter or by gauge. Measured volumes at recorded or observed temperatures will be converted to net volumes at 60 degrees Fahrenheit.

The volume of impurities in crude petroleum received and delivered by Carrier will be measured by physical test in accordance with the latest revision of A.P.I. Standard 2500 covering the measuring, sampling, and testing of crude oil. The volume of impurities will be deducted from the volume of such receipts and deliveries. Unless specifically authorized by individual tariffs, Shipper shall not tender crude oil to Carrier for transportation in which the total volume of impurities and water exceeds one percent (1%). If crude oil that contains impurities and water in excess of 1% is received by Carrier for transportation, Shipper shall incur a penalty of \$0.020 per 0.1% per barrel that such crude exceeds the limit. Carrier has the right to refuse any tender of crude oil that exceeds limitations.

Carrier shall deduct at the point of origin one-quarter of one percent (1/4 of 1%) of all crude petroleum received for transportation, to cover losses incident to pipeline transportation.

In addition, whenever crude petroleum with a gravity that equals or exceeds 55 degrees A.P.I. is commingled with other crude petroleum in transit, Carrier shall deduct at the point of origin a percentage of the volume of such crude petroleum in accordance with the following table:

<u>Degrees A.P.I. Gravity</u>	<u>Percentage Deduction</u>
Less than 55	None
55 to 74.9	2
75 to 99.9	4
100 and above	5

The net balance of all deductions will be the quantity Carrier is obligated to deliver to the Consignee.

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Rules and Regulations (Continued)

Rule 12 - Blending of Indirect Products

Indirect liquid products of oil or gas wells will be accepted and transported only under the following conditions:

1. Shipper must mix such indirect products with crude petroleum in its facilities prior to entering the Carrier's system.
2. The Reid Vapor Pressure of the indirect products prior to mixing with crude shall not exceed 25 pounds per square inch absolute (psia) at a temperature of 100° Fahrenheit.
3. The resulting mixture with a gravity of 34.9° A.P.I. or less shall not exceed 8.0 psia Reid Vapor Pressure. A mixture with a gravity of 35.0° A.P.I. or greater shall not exceed 10.0 psia Reid Vapor Pressure. The True Vapor Pressure of the resulting mixture shall not exceed 11 pounds psia at the receiving temperature independent of gravity.
4. Blends will be analyzed using an ASTM D-86 Distillation. Blends will be accepted if they meet or exceed the temperatures established by Carrier at the 10%, 30% and 50% volumes in the D-86 Distillation for the applicable A.P.I. gravity.
5. Carrier will not accept blends or crude containing any of the following: Waste oils, lube oils, crankcase oils, PCB's or Dioxins.

Rule 13 - Rates Applicable

The rate which shall apply to the transportation of crude petroleum and indirect products shall be the rate in effect on the date crude petroleum and indirect products is received by Carrier for transportation. Likewise, the rules and regulations shall govern the transportation of crude petroleum and indirect products shall be the rules and regulations in effect on the date crude petroleum and indirect products are received by Carrier for transportation.

Rule 14 - Liability for Charges

The Shipper and Consignee shall be jointly and severally liable for the payment of gathering and transportation charges, fees, and other lawful charges accruing to or due Carrier by Shipper or Consignee, including but not limited to, penalties, interest and late payment charges on crude petroleum delivered by Carrier to Consignee. All accrued charges are due on delivery of crude petroleum by Carrier to Consignee.

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Rules and Regulations (Continued)

Rule 15 - Liability for Losses

Carrier will not be liable for any loss of crude petroleum while in the possession of Carrier or for any delay in receiving or delivering crude petroleum, including any damages associated therewith, if caused by any of the following: Act of God, the public enemy, quarantine, authority of law, strikes, riots, requisition by Government, war, the act of Shipper, Consignee or any third person, or any other cause not attributable to the sole negligence or willful misconduct of Carrier.

If such loss of crude petroleum occurs in a segregated batch having only one Shipper, then the Shipper and Consignee thereof shall bear the entire loss, damage or delay which occurs.

If such loss of crude petroleum occurs in a common stream or in a segregated batch having more than one Shipper, then each Shipper of the common stream or segregated batch so lost shall share such loss in the proportion that the amount of crude petroleum in the custody of Carrier for the account of such Shipper in such system immediately before the loss occurred, bears to the total amount of crude petroleum in the custody of Carrier in such system immediately before the loss occurred.

In either case, Carrier will be obligated to deliver only that portion of crude petroleum remaining after such loss. Transportation charges will be made only on quantities of crude petroleum delivered.

If crude petroleum is lost while in the custody of Carrier due to the sole negligence or willful misconduct of Carrier, Carrier may obtain and deliver to the Consignee thereof other crude petroleum of the same quantity and quality as that which was lost, less the deductions permitted in Rule No. 11. However, Carrier shall not be obligated to do so, rather Carrier may compensate Shipper for such loss (less deductions) in money. The dollar value of such loss shall be determined by the average posted price of all postings of crude petroleum of like gravity and quality in the field or fields from which the crude petroleum so lost was produced. The average posted price shall be determined by the postings of crude petroleum in effect on the date the crude petroleum was lost. If there are no posted prices for the crude petroleum lost, the dollar value of such loss shall be its market price based upon the average of the two highest and two lowest prices posted in Southern California for crude oil of similar gravity and quality in effect on the date the crude petroleum was lost.

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Rules and Regulations (Continued)

Rule 16 - Time Limitation of Claim

As a condition precedent to recovery for loss or delay, claims must be filed in writing with the originating or delivering Carrier within nine (9) months and one (1) day after delivery of the property, or in case of failure to make delivery, within nine (9) months and one (1) day after a reasonable time for delivery has elapsed, and suits shall be instituted against the Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid by Carrier.

Rule 17 - Volumetric Adjustment

Any volumetric difference between receipts from Shipper and delivery to Shipper or Consignee during a current month as a result of scheduling will be adjusted in the following month without any further liability to Carrier, taking into consideration all prior deductions allowed pursuant to the rules and regulations contained herein.

Rule 18 - Applicable Rates From Intermediate Points

Crude petroleum received from a point on Carrier's lines which is not named in Local Tariff but which point is intermediate to a point named in a Local Tariff, will be assessed the rate in effect from the next more-distant point named in a Local Tariff.

Crude petroleum delivered to a point on Carrier's lines which is not named in a Local Tariff but which point is intermediate to a point named in a Local Tariff, will be assessed the rate in effect from the next more-distant point named in a Local Tariff.

Rule 19 - Direction of Flow

Except as provided below, all movements between origin and destination points on Carrier's trunk lines will be made in the direction of flow as indicated in Carrier's individual tariffs ("Normal direction of flow"). However, if operating conditions permit, Carrier will accept crude petroleum for transportation between points on its trunk lines in a reverse direction of flow. The rates which shall apply to such reverse movements shall be the rate published for movements between the same points in the normal direction of flow. Movements in the normal direction of flow shall always be given priority over movements in a reverse direction.

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Rules and Regulations (Continued)

Rule 20 - Volume Transfers

Carrier, at its sole discretion, will allow transfers within the pipeline system. Neither Shipper nor the last Consignee will be assessed charges related to third-party transfers. Carrier will inform all interested parties of the terms and conditions for such transfers upon request by them.

Rule 21 - Additives

Carrier reserves the right to require, approve or reject the injection of corrosion inhibitors, viscosity depressants, pour point depressants, drag reducing additives, or other such additives in the crude petroleum to be transported.

Rule 22 - Liability for Non-compliance with Tariff

Any Shipper or Consignee who does or permits to be done any act, matter of thing which violates the terms of this tariff shall be liable to Carrier for all loss, damages, or injury caused thereby or resulting therefrom.

Rule 23 - Proration

During any month in which the total nominations submitted for shipment in a pipeline segment exceed the capacity of that segment, the capacity will be prorated equitably among all Shippers as described by the following Proration Policy:

A. Initial Prorationing:

At such times as Carrier determines that it may be necessary to allocate space in a pipeline segment, Carrier will notify all Shippers of the necessity to prorate the segment. Carrier will also notify each Shipper of its allocated space for the month. The allocation will be determined according to the procedure described in Section B of this Rule.

B. Allocation Procedure:

When the nominated volumes for any month exceed the capacity of any one or more segments of the system, the total nominated volumes for the segment(s) shall be divided into each Shipper's nominated volume to determine the 'factor' for that Shipper. Each Shipper's allocation for that segment(s) shall be determined by multiplying its 'factor' for that segment(s) by the capacity of the prorated segment. Capacity will be defined as the throughput limit for the prorated segment in barrels per day as determined by Carrier.

Rules and Regulations (Continued)

Rule 23 - Proration (continued)

C. Continued Prorationing:

Carrier will require Shippers to nominate volumes to be shipped in the prorated line segment in subsequent months by the First Nomination Deadline. The First Nomination Deadline is 3:00 p.m. (PST or PDT) on the ninth (9th) working day (excluding Carrier holidays) prior to the beginning of the month in which Shipper desires to ship. Space each month will be allocated based on the volume nominated for that particular month. Shippers will be informed of their allocations one (1) day after the First Nomination Deadline.

All Final nominations must be received by the Final Nomination Deadline. The Final Nomination Deadline is 3:00 p.m. (PST or PDT) on the fifth (5th) working day (excluding Carrier holidays) before the first day of the month in which Shipper desires to ship. Such nominations are subject to provisions contained in Rule No. 4.

D. General:

Carrier requires that all Shippers furnish pumping facilities of sufficient capacity to move and receive crude petroleum at Carrier's minimum barrel per day pumping rate for such line segment. If the Shipper does not meet this rate (within 2% deviation) by the First Nomination Deadline, and the line segment continues in proration for the following month, Shipper's nomination for the following month shall be limited to the actual amount shipped by the First Nomination Deadline. In the event that a Shipper meets the rate by the First Nomination Deadline but does not meet the rate (within the 2% deviation) for the remainder of the month, Shipper's nomination in the following month shall be limited to the actual amount shipped if line segment continues in proration.

Volumes injected into Carrier's pipeline system will be limited to throughput capacity as determined by Carrier. Lease sites will also be limited to historic production as determined by Carrier.

Shipper must have unencumbered title to all volumes which are nominated. Space allocated to a Shipper may only be used by such Shipper and may not be assigned, sold or otherwise transferred to another Shipper. Any Shipper violating this provision will not be allowed to ship in the following month if proration continues.

Rules and Regulations (Continued)

Rule 23 - Proration (continued)

If a Shipper fails to use its total allocated space for the month and if such Shipper is unable to provide a reasonable explanation therefore, then such Shipper's nomination for the following month will be limited to the volume that was actually shipped during the month in which Shipper failed to use its space. This nomination will then be subject to the prorationing procedures contained herein.

Any undue preference or advantage Shippers may offer, grant, give, solicit, accept or receive with respect to the allocation of shipping space, may be a violation of Section 494, California Public Utilities Code, and other applicable laws.

Rule 24 - Common Stream Operation

Except as provided in Rule No. 26, crude petroleum will be accepted for transportation only on condition that it shall be subject to such changes in quality or characteristics while in transit as may result from the mixture with other crude petroleum in the same common stream and the Carrier shall be under no obligation to make delivery of the identical crude petroleum received, but may make delivery out of its common stream. In cases where significant gravity differentials arise out of common stream operations, Carrier shall administer a gravity bank as set forth in Rule No. 32, or as amended in individual tariffs.

Rule 25 - Public Utilities Commission Regulation Fee

Carrier is authorized by the CAL. P.U.C. to collect from its Shippers the fee required to be paid pursuant to Public Utilities Code Section 421. Such fee shall be included as a charge on the invoices rendered each month for gathering and transportation charges and shall be due and payable in accordance with Rule No. 28.

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Rules and Regulations (Continued)

Rule 26 - Segregated Batch Operation

Carrier will accept crude petroleum for transportation in a segregated batch provided that:

- (a) Carrier has the facilities to ship and line availability to segregate such crude petroleum while in transit; and
- (b) Carrier shall not be liable to Shipper or Consignee for change in the quality of such grade of crude petroleum while it is in transit; and
- (c) The interface generated between such batches shall be divided equitably between those shipments that precede and follow the interface; and
- (d) The crude petroleum offered for transportation is made available at the origin point of shipment in a quantity that equals or exceeds the following minimum:

<u>Outside diameter of largest pipeline through which shipment will move</u>	<u>Minimum quantity of crude petroleum which will be segregated</u>
12-3/4 inches or less	10,000 barrels
14-18 inches	20,000 barrels
20-24 inches	35,000 barrels

Rule 27 - Line Fill

Each Shipper shall provide its pro rata share of crude petroleum as determined by Carrier with respect to each pipeline it has shipped on or proposes to ship on. Carrier shall not be obligated to deliver Shipper's crude petroleum in such pipeline unless Shipper has provided its pro rata share of such line fill.

Rule 28 - Invoices

Carrier will invoice Shipper each month for gathering charges on crude petroleum gathered for Shipper during the previous month. Carrier will invoice Shipper each month for transportation charges on crude petroleum delivered during the previous month. Such invoices shall be deposited in the U. S. Post Office, postage prepaid, and sent to the last address provided to Carrier by Shipper. If payment of such invoices is not received within ten (10) calendar days after the date of such invoices, then any unpaid charges shall bear interest from the date of such invoices until payment is received at the maximum rate allowed by law.

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Rules and Regulations (Continued)

Rule 29 - Liens

Carrier shall have a lien on all crude petroleum received into Carrier's pipelines. Such lien shall take effect at the point of origin as crude petroleum is received into Carrier's pipelines. Such lien shall secure the payment of any and all gathering charges, transportation charges, fees, and other lawful charges owed to Carrier by Shipper or Consignee, including but not limited to, penalties, interest and late payment charges, whether or not incurred on the crude petroleum in Carrier's pipeline and whether or not invoiced. In the event the value of the crude petroleum in Carrier's pipelines is less than the total of all charges owed to Carrier by Shipper and all gravity bank charges as provided in Rule No. 32, Carrier's lien pursuant to this item shall be computed as follows: (a) The charges owed to Carrier by Shipper divided by (b) the total of the charges owed to Carrier by Shipper and the gravity bank charges provided in Rule No. 32 multiplied by (c) the value of the crude petroleum in Carrier's pipelines. Carrier may enforce such lien by any manner referred to in California Commercial Code Section 7308, provided that Carrier's sale of such crude petroleum to another Shipper of Carrier, or any other person, after ten (10) days prior notice to Shipper and the solicitation of three (3) bids thereon, shall be deemed commercially reasonable. Such lien shall be in addition to any and all other rights and remedies Carrier has at law or in equity.

Rule 30 - Payment Prior To Delivery

Carrier may require a Shipper or Consignee to pay gathering charges, transportation charges, fees and other lawful charges accruing to or due Carrier by Shipper or Consignee, including but not limited to overdue gathering charges, overdue transportation charges, penalties, interest and late payment charges before making delivery of crude petroleum if it appears that the value of the crude petroleum remaining in the custody of Carrier for Shipper's account after making such delivery will not exceed the total of all such charges and the total of the gravity bank charges as provided in Rule No. 32, which will be due from Shipper and Consignee upon making such delivery.

Rule 31 - Pipage or Other Contracts

In accordance with the applicable tariff and these rules and regulations, separate pipage and/or other contracts relating to the repayment of costs for equipment that must be added, or physical adjustments that must be made, to the Carrier's system in order to accommodate a shipper's request for service may be required by the Carrier before any duty for transportation shall arise.

If Shipper requests transportation services for other material than crude petroleum, additional contract terms and prices may be negotiated on an "as needed" basis. If Carrier elects to make such movements, the Cal. P.U.C. will be informed.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

Rules and Regulations (Continued)

Rule 32 - Gravity Bank

In order to facilitate equitable adjustment among Shippers for gravity differentials arising out of common stream operations, Carrier shall administer a gravity bank providing for adjustments for the value of crudes of different gravities in the manner specified below, using specific gravity:

A. Determination of Gravity Adjustment Factor

The gravity adjustment factor is based on posted crude oil prices. Posted prices indicate the price a company is willing to pay for crude oil of a given A.P.I. gravity in a given field location. An independent consultant uses a linear regression methodology on this data base to determine a quality adjustment factor(s). The factor changes as posted price relationships change, and is determined on a monthly basis.

- Gravity adjustment factors will be calculated using the weighted average of postings effective from the 1st to the 10th calendar day of each month.
- Changes to the quality adjustment factor will be made upon recommendation of consultant only if there has been a significant increase or decrease from the current adjustment factor.
- The gravity adjustment factors for the next month will be available for issuance on or before the 15th day of each month.
- A Western Union announcement stating the new gravity adjustment factors (or a statement of no change) will be made by Carrier to Shippers on or before the 15th day (or the following working date) of each month.
- The effective date of change will be on the first day of the next month.

B. Receipt Bank

1. Determination of Common Stream Gravity

- a) Convert each °A.P.I. gravity to specific gravity
[spec. grav. = $141.5 + (131.5 + \text{A.P.I.})$].
- b) Convert each specific gravity to pounds per barrel
[spec. grav. x 349.9 = lbs/bbl].
- c) Multiply each ticket volume by the pounds per barrel
[ticket barrels x lbs/bbl = total pounds per ticket].

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

Rules and Regulations (Continued)

Rule 32 - Gravity Bank (continued)

- d) Sum the total pounds per ticket for all receipts
[tot. lbs. + tot. lbs. + tot. lbs. + etc. =
total receipts in pounds].
- e) Sum the total volume in barrels and divide into d)
[total receipts in pounds + total barrels =
average lbs/bbl for the common stream].

2. Determination of Gravity Bank Payments

- a) Shippers delivering shipments of crude to Carrier, which have an average lbs/bbl less than the lbs/bbl of the common stream shall receive a differential credit. This credit shall be equal to the difference between the Shipper's average lbs/bbl, and the common stream average lbs/bbl, times the Shipper's volume, times the quality adjustment factor per pound [(Shipper lbs/bbl - common stream average lbs/bbl) x Shipper volume x quality adjustment factor = differential credit].
- b) Shippers delivering shipments of crude to Carrier which have an average lbs/bbl more than the average lbs/bbl of the common stream shall be charged a differential penalty. This penalty shall be equal to the difference between the Shipper's average lbs/bbl and the common stream average lbs/bbl, times the Shipper's volume, times the quality adjustment factor per pound [(Shipper lbs/bbl - common stream average lbs/bbl) x Shipper volume x quality adjustment factor = differential penalty].

C. Delivery Bank

Similar calculations shall be made on all common stream deliveries out of the system each month.

D. Accounting Process

Field run tickets will be used as the basis for determining gravities except that crude having a specific gravity of less than .8251 will be considered to have a specific gravity of .8251 in all calculations. All calculations will be done on an individual shipment basis rather than on an aggregate basis. Volumes used in all calculations shall be the volume of the shipment as determined by field run tickets less the allowance adjustments, if any, determined in accordance with Rule No. 11 hereof.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

Rules and Regulations (Continued)

Rule 32 - Gravity Bank (continued)

A statement shall be rendered to all Shippers at the end of each calendar month setting forth the net credit or debit balance of each individual Shipper's gravity differential account and specifying the amounts required to be paid and received in order to settle such credit and debit balances.

If any amounts required to be paid are not received within ten (10) calendar days after date of such statement by Shipper, then any unpaid amounts shall bear interest from the date of such statement until payment is received at an annual interest rate equivalent to the maximum rate allowed by law.

Carrier, as administrator of the gravity bank, shall have a lien on behalf of all Shippers in the gravity bank for all crude petroleum received into Carrier's pipelines. Such lien shall secure the payment of any and all charges and fees accruing to or due the gravity bank pursuant to this Rule, including but not limited to penalties, interest and late payment charges, whether or not incurred on the crude petroleum in Carrier's pipeline and whether or not billed. In the event the value of the crude petroleum in Carrier's pipelines is less than the total of all charges accruing to or due the gravity bank and charges accruing to or due Carrier by Shipper as provided in Rule No. 14, the crude petroleum shall be apportioned between the Carrier's lien pursuant to this Rule and the Carrier's lien pursuant to Rule No. 29 as follows: (a) The charges accruing to or due the gravity bank divided by (b) the total of the charges accruing to or due the gravity bank and the charges accruing to or due Carrier by Shipper as provided in Rule No. 14 multiplied by (c) the value of the crude petroleum in Carrier's pipelines. Carrier may enforce such lien by any manner referred to in California Commercial Code Section 7308, provided that Carrier's sale of such crude petroleum to another Shipper of Carrier, or any other person, after ten (10) days prior notice to Shipper and the solicitation of three (3) bids thereon, shall be deemed commercially reasonable.

Carrier may require payment of charges and fees accruing to or due the gravity bank pursuant to this Item, including but not limited to overdue charges, penalties, interest and late payment charges before making delivery of crude petroleum if it appears that the value of crude petroleum remaining in the custody of Carrier for Shipper's account after making such delivery will not exceed the total of such charges and the total of transportation charges as provided in Rule No. 14, which will be due from Shipper upon making such delivery.

Advice Letter No. 4

Decision No. 99-02-044

Issued by
Irvin Toole, Jr.
President

Date Filed _____
Effective _____
Resolution No. _____

Rules and Regulations (Continued)

(N)

**Alternative Adjustments for Gravity Differentials for the Common Stream
(Gravity Bank) –**

(N)

(N)

In the event that price postings for enough California crude oils are not available in a given month to enable Carrier or Carrier’s authorized representative to calculate the quality adjustment factor, as described in Section A of this Rule 32 (“Quality Adjustment Factor”) for that month pursuant to the procedure set forth in this Rule 32, then Carrier or Carrier’s authorized representative shall use an alternate Quality Adjustment Factor of 0.0275 cents per tenth of a degree. This is equal to the average for each month of the prior three years ending in 2024 of the gravity differentials posted by Chevron, ExxonMobil, Union 76 and Equiva, for California crude oils that are capable of being transportation adjusted to a California market destination. Carrier or Carrier’s authorized representative shall then determine the gravity adjustments among shippers pursuant to Rule 32B above using this alternative Quality Adjustment Factor.

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

(N)

EXHIBIT 2

**(Pacific Pipeline System LLC Advice Letter 49-O; Line 63
Conversion (September 29, 2017) (“AL 49-O”))**

PACIFIC PIPELINE SYSTEM LLC

September 29, 2017

ED Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

Re: Pacific Pipeline System LLC; Advice Letter 49-O; Line 63 Conversion

Dear ED Tariff Unit:

Pacific Pipeline System LLC ("PPS") owns and operates two crude oil pipeline systems, each of which extends from the San Joaquin Valley to the Los Angeles basin. The first system is the Line 2000 system. Line 2000 was authorized by the Commission in Decision ("D.") 96-04-056 and commenced service in early 1999. Line 2000 provides service to shippers pursuant to the terms of a "market-based tariff." Line 2000 receives crude oil at two receipt points in the San Joaquin Valley and delivers it to five delivery points in the Los Angeles basin. Line 2000 has three different classes of shippers.

The second system that is owned and operated by PPS is the Line 63 system. Line 63 was constructed in 1957 by Four Corners Pipe Line Company. In 1976, ARCO Pipe Line Company ("APL") acquired Four Corners Pipeline Company, including the Line 63 system. Line 63 became a part of PPS in 1999 as a result of a joint venture between PPS and APL. Line 63 provides a number of crude oil transportation services. Among other things, it gathers crude oil from various fields in the San Joaquin Valley and transports it to refineries in Bakersfield or via trunkline to destinations in the Los Angeles basin. Line 63 also gathers crude oil from various Los Angeles basin fields and distributes it to Los Angeles refineries and terminals. Line 63 operates pursuant to a traditional cost of service tariff which designates the rates for pipeline transportation service between specified receipt and destination points.

PPS intends to convert the trunkline of Line 63 between Grapevine Station in the San Joaquin Valley and the L.A. Pump Station in the Los Angeles basin from an active to an inactive pipeline. PPS will use Line 2000 to ship crude oil that would normally be shipped on Line 63's trunkline. As the owner and operator of both Line 63 and Line 2000, PPS has the flexibility to implement this transportation service without impacting shippers on either Line 63 or Line 2000. Line 2000 has adequate unused capacity to transport all of the crude oil that is presently being transported via Line 63's trunkline. Line 63 shippers will not be impacted by this change. The Line 63 system will continue to gather crude oil in the San Joaquin Valley and in the Los Angeles basin. It will continue to transport crude oil to Bakersfield refiners and to distribute crude oil to refiners and terminals in the Los Angeles

basin. The only change would be the Line 63 trunkline that crosses the Tehachapi Mountains and extends to southern Los Angeles County will be idled. The crude oil that would normally be shipped via Line 63's trunkline will be delivered to Line 2000 at Grapevine and will be shipped by Line 2000, rather than Line 63's trunkline. The crude oil will be re-delivered to Line 63 by Line 2000 at the Los Angeles Pump Station. The existing Line 63 distribution system will be used to deliver the crude oil to the shipper's designated destinations in the Los Angeles basin. Attachment A hereto is a map showing Line 63 and Line 2000.

PPS intends to offer this service so that shippers on Line 63 and Line 2000 are economically indifferent to this change. Because Line 2000 and Line 63 are both owned by PPS, it is possible to accomplish this modification without economically impacting the shippers on either system. PPS will continue to charge its Line 63 shippers the rates that are set forth in its Line 63 tariff based on the receipt point and ultimate delivery point, even though Line 2000, rather than the Line 63 trunkline, would be used to transport crude oil over the Tehachapi Mountains and into the Los Angeles basin. The common ownership of Line 2000 and Line 63 by PPS provides the flexibility to do this without instituting other charges or rate changes. Neither Line 63 shippers, nor Line 2000 shippers will be adversely economically impacted by this proposal.

PPS does not propose to take the Line 63 trunkline permanently out of service at this time.

This advice letter is submitted as a Tier 1 filing pursuant to General Order No. 96-B. PPS requests that this advice filing be made effective as of November 1, 2017. Attachment B hereto includes the required Advice Letter Summary Sheet.

Anyone wishing to protest this advice filing may do so by sending a letter within twenty (20) days after the date of this filing. Protests should be mailed to:

ED Tariff Unit
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298
Facsimile: (415) 703-2200
E-Mail: inj@cpuc.ca.gov and mdm@cpuc.ca.gov

Copies of any protest should be send by U. S. Mail and vial facsimile to:

Pacific Pipeline System LLC
Attention: Dominic Ferrari
5900 Cherry Avenue
Long Beach, CA 90805
Facsimile: (562) 728-2823
E-Mail: ddferrari@paulp.com

and

James Squeri
Goodin, MacBride, Squeri & Day, LLP
505 Sansome St. Suite 900
San Francisco, CA 94102
Facsimile: (415) 392-7900
E-Mail: jsqueri@goodinmacbride.com

Please call me at (562) 728-2818 if you have any questions.

Sincerely,



Dominic D. Ferrari
Vice President
Pacific Pipeline System LLC

Enclosures

cc: All Shippers and Customers of Pacific Pipeline System LLC
Eugene Cadenasso, CPUC Energy Branch/ED Tariff Unit

3629/001/X194389.v1

ATTACHMENT A

LINE63/LINE 2000 MAP



Southern California Pipeline Systems

Crude Oil
 Kern, Los Angeles, Orange, San Bernardino
 Santa Barbara & Riverside Cos., California

Scale: 1:200,000

Sheet No.: 1/1

Map Date: 01/20/2001



File: s:\plains\maps\pipelines\SouthernCalifornia.mxd

ATTACHMENT B

ADVICE LETTER SUMMARY SHEET

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Pipeline System LLC (PLC-xx)

Utility type:

☐ ELC

☐ GAS

☒ PLC

☐ HEAT

☐ WATER

Contact Person: Michael L. Jones

Phone #: 713-646-4335

E-mail: mljones@paalp.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Tier 1 Filing

Advice Letter (AL) #: 49-O

Subject of AL: Line 63 - Idling of Service

Keywords (choose from CPUC listing): Service Changes

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Not Applicable

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: Not Applicable

Summarize differences between the AL and the prior withdrawn or rejected AL¹: Not Applicable

Resolution Required? No

Requested effective date: November 1, 2017

No. of Tariff Sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting). Not Applicable

Tariff schedules affected: See filing

Service affected and changes proposed¹: No change in service or rates

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave., 4th Flr.
San Francisco, CA 94102

EDTariffUnit@cpuc.ca.gov

Pacific Pipeline System LLC
Attn: Michael L. Jones, Senior Group Counsel
333 Clay Street, Suite 1600
Houston, TX 77002

mljones@paalp.com

¹ Discuss in AL if more space is needed.

EXHIBIT 3

(Map Showing Line 63 and Line 2000)

EXHIBIT 4

(Letter dated March 31, 2026 from California Resources Corporation to Plains All American Pipeline, L.P., parent of Pacific Pipeline System LLC)



1 WORLD TRADE CENTER, SUITE 1500
LONG BEACH, CALIFORNIA 90831

JAY BYS
Executive Vice President &
Chief Commercial Officer

March 31, 2026

Attn: Mark Odom
Plains All American Pipeline ("Plains")
333 Clay Street, Suite 1600
Houston, TX 77002

Re: February 2026 Curtailment on Line 63 and Request for Clarification

Dear Mark:

Thanks for jumping on the phone today. As mentioned, California Resources Corporation ("CRC") truly appreciates its ongoing commercial relationship with Plains and values the collaborative approach we have historically taken in addressing operational matters.

We are writing regarding Plains' curtailment of CRC's nominated volumes on Line 63 in February 2026. As a result of that curtailment, CRC was required to secure temporary storage services, including from Plains Marketing, in order to manage displaced volumes. The curtailed volumes totaled approximately 60,000 barrels during that period, and the storage cost was \$0.75 per barrel. CRC's understanding is that the operational constraints giving rise to the February curtailment may have been associated, at least in part, with conditions on Line 2000 rather than solely on Line 63.

Based on our review of the applicable tariffs and publicly available advice letters, CRC has not been able to identify provisions that would permit Plains to curtail nominated volumes under the circumstances experienced in February. In particular, it is our understanding that Line 63 and Line 2000 continue to operate under separate tariff frameworks, and that the Line 63 tariff contemplates independent transportation service for Line 63 shippers to destinations in the Los Angeles basin. In addition, in Advice Letter 49-O, when Plains sought permission to utilize Line 2000 to substitute for a portion of Line 63, Plains represented to the California Public Utilities Commission that operational changes between Line 63 and Line 2000 would not adversely impact shippers and that shippers would be "economically indifferent" to such changes. Against that backdrop, it is not clear to CRC how Plains justifies curtailing Line 63 volumes as a result of constraints on Line 2000, unless such curtailments would have happened in the absence of Plains' decision to combine flows on Lines 63 and 2000. In addition, based on our market observations, it is not clear that all similarly situated shippers were treated consistently during the February period, as certain counterparties with access to Line 2000 appeared to continue flowing volumes while CRC was curtailed.

In light of the above, CRC would appreciate the opportunity to better understand Plains' perspective on the February curtailment, including any context you can share regarding how it was implemented. We recognize that we may not have full visibility into Plains' operational or regulatory considerations, and we welcome any clarification you can provide regarding the basis for the February curtailment. In addition, given the incremental storage costs incurred by CRC as a result of the February curtailment (including amounts paid to Plains Marketing, L.P.), we would appreciate a discussion regarding an appropriate path to address those impacts. Consistent with Plains' representation to the CPUC that Line 63 shippers would be economically indifferent to flowing its product on Line 2000, CRC would not expect to bear disproportionate costs, such as storage expenses, arising from actions taken to manage system operations

across the integrated Line 63 and Line 2000 systems. Finally, while Plains has accepted CRC's nominations for early April (after indicating that CRC may be subject to proration), we would not expect CRC to be subject to similar curtailments or proration unless such actions would have resulted in the absence of combining flows of Line 63 and Line 2000 shippers. To the extent curtailment or proration may be contemplated, we would appreciate any additional context you can provide regarding the operational or tariff basis for such actions.

CRC remains committed to working constructively with Plains to ensure reliable and efficient operations for all parties. We are available at your convenience to discuss this matter further and reserve all of our rights.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Bys", with a stylized, looping design.

Jay Bys
EVP & Chief Commercial Officer
California Resources Corporation

EXHIBIT 5

(Email and questions dated April 21, 2026 from California Resources Corporation to Plains All American Pipeline, L.P., parent of Pacific Pipeline System LLC)

From: Alexander, Thomas H

Sent: Tuesday, April 21, 2026 4:55 PM

To: mark.odom@plains.com

Cc: Bys, Jay A <Jay.Bys@crc.com>; Hayat, Omar <Omar.Hayat@crc.com>

Subject: Line 63 - April '26 Curtailment

Mark,

We were recently informed of significant curtailments of our deliveries on Line 63 during the month of April. These curtailments came with no advance notice, late in the month, and applied to the entire month's volumes. This is extremely disruptive to our operations. These curtailments follow a relatively small curtailment in February and a notice from you of potential curtailments in March (which did not materialize).

Our commercial team has tried to get more information about the April curtailments from your operations personnel, but their responses have been vague and incomplete. Attached is a set of questions that we have compiled regarding the April curtailments. Please respond fully by Tuesday, April 28. If you are represented by counsel, please forward this message on and have your counsel reach out to me for future correspondence. We reserve all of our rights and remedies.

Thanks,
Thomas

Thomas Alexander

Senior Counsel

(562) 999-8466

thomas.alexander@crc.com

In connection with the recent curtailment of deliveries on Line 63:

1. What exactly are the operational issues leading to the need to curtail deliveries?
2. What caused the operational issues to occur?
3. Could the operational issues have been avoided and or mitigated and if so, how?
4. Are these operational issues one-off events or do you expect that they will recur?
5. If the operational issues are expected to recur, under what circumstances, how often and when?
6. What particular facilities were affected by these operational issues?
7. Where are the affected facilities located?
8. Are these facilities only on Line 63 or are any of the facilities part of Line 2000?
9. Are any Line 63 facilities downstream of Line 2000 affected?
10. Were all Line 63 Shippers (i.e., shippers that pay for service under the Line 63 tariff curtailed?
11. If not, what percentage of Line 63 Shippers were curtailed?
12. If not, what was the basis for curtailing some but not all Line 63 Shippers?
13. For the Line 63 Shippers that were curtailed, were they all curtailed pro rata?
14. If not, how were the curtailments for those not curtailed pro rata determined?
15. If not, what was the basis for curtailing some but not all pro rata?
16. Were any Line 2000 Shippers (i.e., shippers that pay for service under the Line 2000 tariff) curtailed?
17. If so, were all Line 2000 curtailed?
18. If not, what percentage of Line 2000 Shippers were curtailed?
19. If not, what was the basis for curtailing some but not all Line 2000 Shippers?

20. For the Line 2000 Shippers that were curtailed, were they all curtailed pro rata?
21. Were the pro rata curtailments administered vis-à-vis other Line 2000 Shippers only, or were they pro rate with respect to Line 63 shippers as well?
22. If curtailments were not pro rata across all Line 2000 Shippers and all Line 63 Shippers, how were the curtailments for those not curtailed pro rata determined?
22. If curtailments were not pro rata across all Line 2000 Shippers and all Line 63 Shippers, what was the basis for curtailing some but not all pro rata?
23. What steps are being taken to ensure that these curtailments do not happen in the future?
24. Has the CPUC been informed of the curtailments?
25. If so, who at the CPUC was contacted and provide any correspondence to and from the CPUC.

EXHIBIT 6

**(Letter dated April 23, 2026 from Pacific Pipeline System LLC to
California Resources Corporation (“April Response Letter”))**

PACIFIC PIPELINE SYSTEM LLC

April 23, 2026

Jay Bys
EVP & Chief Commercial Officer
California Resources Corporation
One World Trade Center, Suite 1500
Long Beach, California 90831

Re: Response to CRC's March 31, 2026 Letter Regarding February 2026 Operations on Line 63 and Proration Policy for Line 2000/63 Segment

Dear Jay:

Pacific Pipeline System LLC ("Plains") is in receipt of your letter dated March 31, 2026. Plains values its longstanding commercial relationship with California Resources Corporation ("CRC") and welcomes this opportunity to address matter raised in your letter.

I. The February 2026 Third Party Maintenance and Operational Emergency

Plains' inability to accept certain of CRC's nominated volumes on Line 63 during February 2026 resulted from two separate and compounding events — scheduled third-party maintenance and a subsequent unplanned operational emergency — that rendered Line 63 physically unable to accept CRC's full nominated volumes during that period. The chronology of these events is set forth below.

Prior to the start of February, Pacific Gas and Electric Company ("PGE") notified Plains on or around January 15, 2026 of planned maintenance that would require a power shutdown of approximately thirty-six (36) hours mid-February. Plains incorporated this expected downtime into its scheduling for the month and determined that the outage would not affect February nominations. However, the planned thirty-six (36) hour shutdown ultimately extended to approximately forty-eight (48) hours. Upon restoration of power, cooler-than-usual weather negatively affected the recommencement of batch movements at full capacity. Plains conducted additional scheduling analysis and concluded that nominations needed to be reduced as not all February nominations could be fulfilled. To accommodate timely nominated nominations, and in order to preserve its ability to fulfill the timely submitted nominations it had already accepted for Line 2000 and Line 63, Plains declined requests for increased nomination volumes on Line 2000 after the initial acceptance of timely nominations (no increased nominations for Line 63 were received). Nominations on Line 2000 were prorated in accordance with the Line 2000 tariff and Line 63 were prorated in accordance with the Line 63 tariff.

On February 26, 2026, Plains experienced a separate, unplanned operational emergency when one of its fiber optic cables was severed, resulting in an additional approximately twenty-four (24) hours of downtime. Given the proximity to month-end, Plains contacted shippers on the same day to notify them of the outage and the likelihood of having issues meeting February nominations. On the following day, Plains coordinated the final batches scheduled to move in February by

contacting and confirming each shipper's and/or its consignee's ability to receive its respective batch. When CRC's consignee confirmed it was not able to receive the nominated amount, Plains contacted CRC to work through alternative delivery schedules. Notwithstanding this constraint, Plains coordinated with CRC to deliver a portion of CRC's remaining February volume at a later time when CRC's consignee was available to accept delivery.

As the foregoing description makes clear, in February there was an unfortunate and unexpected confluence of circumstances beyond Plains' control, and Plains took all reasonable measures available to it to address the situation promptly and minimize the impact to its shippers.

In this regard, Plains respectfully directs CRC's attention to Rule 15 of the Line 63 tariff, which expressly provides that Plains:

“will not be liable for any loss of crude petroleum while in the possession of Carrier or for any delay in receiving or delivering crude petroleum, including any damages associated therewith, if caused by any of the following: Act of God, the public enemy, quarantine, authority of law, strikes, riots, requisition by Government, war, the act of Shipper, Consignee or any third person, or any other cause not attributable to the sole negligence or willful misconduct of Carrier.”
(emphasis added)

As our description of the February events set forth above makes clear, our inability to accept CRC's full nominated volumes on Line 63 was not caused by any negligence or willful misconduct on the part of Plains. Accordingly, Plains respectfully submits the Line 63 tariff absolves Plains of any liability associated with the operational impacts CRC experienced during the February emergency.

II. Proration Policy for the Shared Line 2000/63 Segment

Separately, CRC's letter raises the topic of proration on Line 63 nominations. Plains appreciates the opportunity to clarify how the existing tariffed proration policies for Line 2000 and Line 63 govern the shared segment of Line 2000 used by both Line 2000 and Line 63 shippers to traverse the Tehachapi Mountains (the “Line 2000/63 Segment”).

As CRC is aware, in 2017, Plains converted the section of Line 63 crossing the Tehachapi Mountains from active to inactive status. Since that time, crude oil historically transported on the Line 63 trunkline has been physically moved across the Tehachapi Mountains via the Line 2000 system and then redelivered to the Line 63 system for downstream distribution.

As you noted in your letter, we explained to the California Public Utilities Commission (“CPUC”) in Advice Letter 49-O that shippers on both systems, including CRC, remained economically indifferent to this operational change, as Line 63 shipments continued to move at their tariffed Line 63 rates and Line 2000 shipments continued to move at their tariffed Line 2000 rates. At the time of the conversion, Line 2000 had adequate unused capacity to accommodate both Line 2000 volumes and the volumes historically transported on the Line 63 trunkline, and therefore Advice Letter 49-O did not specifically address how proration would be handled on the Line 2000/63 Segment in the event of oversubscription.

Because Line 2000 is the pipeline that physically transports crude oil across the Tehachapi Mountains, if nominations submitted for transportation exceed the available capacity of the Line

2000/63 Segment in any month, capacity on that segment is allocated consistent with the proration provisions contained in the Line 2000 tariff.

To the extent capacity remains available on the Line 2000/63 Segment after Line 2000 nominations have been allocated under these provisions, such remaining capacity will be used to transport Line 63 shipments that must utilize the Line 2000 segment to cross the Tehachapi Mountains. This remaining capacity for Line 63 shipments will be allocated pursuant to Rule 23 of the Line 63 tariff governing proration of Line 63 nominations.

This clarification does not alter the economic framework described in Advice Letter 49-O and approved by the CPUC. Line 63 shippers, like CRC, transporting crude oil across the Line 2000/63 Segment will continue to pay the applicable Line 63 tariff rate, and the use of Line 2000 to transport those volumes across the Tehachapi Mountains will not change the tariffed cost of transportation for Line 63 shipments. Shipments on Line 2000 will likewise continue to be subject to the applicable Line 2000 tariff rate.

Plains remains committed to providing reliable, equitable, and transparent transportation services and values the open and cooperative relationship we have built with CRC over the years. We are happy to discuss any of the matters addressed herein at a mutually convenient time.

Sincerely,



Mark Odom
Vice President

EXHIBIT 7

**(Letter dated April 28, 2026 from California Resources Corporation
to Plains All American Pipeline, L.P., parent of
Pacific Pipeline System LLC)**



1 WORLD TRADE CENTER, SUITE 1500
LONG BEACH, CALIFORNIA 90831

CRC Marketing, Inc.
1 World Trade Center, Suite 1500
Long Beach, CA 90831

April 28, 2026

Attn: Mark Odom
Plains All American Pipeline ("Plains")
333 Clay Street, Suite 1600
Houston, TX 77002

Re: Response to Plains' April 23, 2026 Letter Regarding February 2026 Curtailment on Line 63 and Proration Policy for Line 2000/63 Segment

Dear Mark:

Thank you for your April 23, 2026, letter addressing the concerns that California Resources Corporation ("CRC" or "us") raised in our March 31, 2026 letter regarding the February, 2026, curtailments on Line 63 and Plains' policy regarding proration on the joint Line 2000/63 segment ("Plains Response"). We appreciate Plains' explanation of the February, 2026, maintenance and operational issues that resulted in curtailments of CRC's nominated volumes during the month of February, 2026, and we reserve all of our rights and remedies in respect of these curtailments.

We also appreciate Plains sharing its view on the proration arrangements as between Line 63 and Line 2000 on the joint Line 2000/63 segment. However, the policies that Plains described in the Plains Response are not consistent with the statements made by Plains to the California Public Utilities Commission ("CPUC") in Advice Letter 49-O ("AL 49-O") regarding the idling of the Line 63 trunkline and the use of Line 2000 to ship Line 63 oil from Grapevine to the Los Angeles Pump Station ("Idling of Line 63"). AL 49-O states that "[a]s the owner and operator of both Line 63 and Line 2000, PPS has the flexibility to implement [the Idling of Line 63] without impacting shippers on either Line 63 or Line 2000. . . . **Line 63 shippers will not be impacted by this change.**" The proration scheme described in the Plains Response ("Plains Proration Policy"), however, directly impacts and disadvantages CRC and the other Line 63 Shippers in direct contradiction of Plains' representations to the CPUC, the Line 63 tariff, and the California Public Utilities Code ("Code").

The Plains Proration Policy prioritizes all Line 2000 shippers above all Line 63 shippers in the event of insufficient capacity on the joint Line 2000/63 segment. Contrary to Plains' statement in the Plains Response that the Plains Proration Policy "does not alter the economic framework described in Advice Letter 49-O and approved by the CPUC," prioritizing Line 2000 nominations over Line 63 nominations on the joint Line 2000/63 segment carries significant financial and operational implications for CRC and other Line 63 shippers. Although the rates paid by Line 63 shippers conform to the Line 63 tariff as noted in the Plains Response, Plains' statements in AL 49-O as to the economic impact of the Idling of Line 63 go significantly beyond simply the imposition of tariff rates. Plains stated in AL-49-O that "Line 63 shippers . . . **will [not] be adversely economically impacted by**" the Idling of Line 63. Contrary to Plains' statements to the CPUC in AL-49-O, the Plains Proration Policy – by limiting or completely preventing CRC and other Line 63 shippers from shipping and delivering their product to market in a timely and predictable manner – leads directly to significant, adverse economic impacts on Line 63 shippers, including

the imposition of storage costs by Plains, increased operational costs and lost efficiencies at production and storage facilities, and exposure to volatile and unknown future market prices upon the eventual delivery of the shippers' oil with unpredictable delays.

In addition, the Plains Proration Policy violates the Line 63 tariff by giving priority to shippers on a separate line over Line 63 shippers. The Line 63 tariff clearly states in Rule 23.B an allocation procedure for over-subscribed segments of the Line that provides for equal weighted proration of nominations based on the total nominations of each shipper on the Line. Nowhere in the tariff is Plains permitted to give priority to, or even consider, the nominations of shippers on other Lines when allocating prorated nominations to Line 63 shippers.

Finally, the Plains Proration Policy violates Sections 451 and 453 of the Code. Section 451 of the Code requires all charges and all rules of a public utility to be just and reasonable. The Plains Proration Policy is neither just nor reasonable, as it imposes disproportionate curtailments and delays on CRC and the other Line 63 shippers without notice. These curtailments and delays are not reflected in the Line 63 rates, elsewhere in the Line 63 tariff, or in Plains' filings with the CPUC regarding the Idling of Line 63. The rates paid by CRC and other Line 63 shippers do not reflect this inferior level of service and, as a result, are unjust and unreasonable. Section 453 of the Code prohibits public utilities from granting a preference or advantage to any corporation or subjecting any corporation to any prejudice or disadvantage. The Plains Proration Policy clearly grants an advantage to Line 2000 shippers, to the detriment of Line 63 shippers, as all Line 2000 shipper nominations are given priority over all Line 63 shipper nominations for the joint Line 2000/63 segment. Line 2000 shippers are thus significantly less likely to suffer the adverse economic and operational impacts of unpredictable curtailments and delays described above. Accordingly, the Plains Proration Policy is in violation of Code Section 453.

In an attempt to learn more about Plains' proration activities and resolve these issues, we sent you an email on April 21, 2026 requesting additional information about the significant curtailments implemented by Plains on Line 63 during the month of April, 2026. We were disappointed to hear from you that you are not intending to reply to our email or respond to our questions. As we stated in our initial March 31, 2026 letter to Plains, we would like to learn more about the details of how proration decisions are made and the treatment of similarly situated shippers on the joint Line 2000/63 segment to ensure smooth and efficient operations in the future.

Please contact me at your earliest convenience to discuss these matters and work out an appropriate arrangement that complies with the Line 63 tariff and the Code. We reserve all of our rights and remedies.

Sincerely,

Signed by:

DF3A43175D804B4...

Jay Bys
EVP & Chief Commercial Officer
CRC Marketing, Inc.

EXHIBIT 8

(Formal Written Claim of California Resources Corporation, dated June 1, 2026, to Pacific Pipeline System LLC Pursuant to Rule 16 of the Line 63 Tariff (“Formal Claim Letter”))

CRC Marketing, Inc.
1 World Trade Center, Suite 1500
Long Beach, CA 90831

June 1, 2026

Attn: Mark Odom (mark.odom@plains.com)
Pacific Pipeline System LLC
333 Clay Street, Suite 1900
Houston, Texas 77002

Re: Formal Written Claim Pursuant to Rule 16 of the Line 63 Tariff — Improper Proration of CRC's Line 63 Shipments on the Shared Line 2000/63 Segment

Dear Mark:

CRC Marketing, Inc. ("CRC") hereby submits this formal written claim to Pacific Pipeline System LLC ("Pacific" or "Carrier") pursuant to Rule 16 of the Tariff Schedule Applicable to Gathering and Transportation of Crude Petroleum by Pipeline Service of Pacific Pipeline System LLC Line 63 System ("Line 63 Tariff"). This claim seeks recovery for loss and delay arising from Pacific's improper proration of CRC's nominated volumes on Line 63, as described herein. CRC previously raised these matters in correspondence dated March 31, 2026 and April 28, 2026, addressed to Plains All American Pipeline, L.P. ("Plains"), Pacific's parent company. This supplemental written claim is addressed directly to Pacific, as the "Carrier" defined in Rule 1 of the Line 63 Tariff in compliance with Rule 16. CRC respectfully requests a response from Pacific as soon as possible, but no later than one week from today, in order to resolve this claim efficiently and before further damage is incurred.

I. Factual Background

Pacific owns and operates both Line 63 and Line 2000, two crude oil pipeline systems extending from the San Joaquin Valley to the Los Angeles basin. CRC is a shipper on Line 63, utilizing the pipeline to transport crude oil to refineries in the Los Angeles basin. In 2017, Pacific filed Advice Letter 49-O ("AL 49-O") with the California Public Utilities Commission ("CPUC") to idle the Line 63 trunkline crossing the Tehachapi Mountains ("Line 63 Trunkline") and to transport all Line 63 volumes along that route via the Line 2000 system (the portion of Line 2000 used by both Line 2000 and Line 63 shippers to traverse the Tehachapi Mountains, the "Shared Trunkline"). In AL 49-O, Pacific represented to the CPUC that it could effectuate this change "without impacting shippers on either Line 63 or Line 2000" and that "[n]either Line 63 shippers, nor Line 2000 shippers will be adversely economically impacted by this proposal." As a result of Pacific's idling of the Line 63 Trunkline, CRC's shipments necessarily traverse the Shared Trunkline.

Prior to 2026, CRC had not experienced any material prorations on Line 63. In February 2026, Pacific prorated CRC's nominated volumes on Line 63. In a letter dated April 23, 2026 ("Plains Response"), Pacific attributed the February prorations to a combination of a scheduled

third-party power shutdown that extended beyond its planned duration and an unplanned fiber optic cable severance. In the same letter, Pacific disclosed that it affords blanket priority on the Shared Trunkline to Line 2000 volumes over Line 63 volumes (“Plains Proration Policy”), such that, in the event of capacity constraints on the Shared Trunkline, Line 63 shipments are prorated before any Line 2000 shipments. CRC has experienced additional prorations on Line 63 in April and May of 2026, which CRC believes are a direct consequence of the Plains Proration Policy.

The Plains Proration Policy prioritizes all Line 2000 shippers above all Line 63 shippers in the event of insufficient capacity on the Shared Trunkline. Contrary to Plains’ statement in the Plains Response that the Plains Proration Policy “does not alter the economic framework described in Advice Letter 49-O and approved by the CPUC,” prioritizing Line 2000 nominations over Line 63 nominations on the Shared Trunkline carries significant financial and operational implications for CRC and other Line 63 shippers. Although the rates paid by Line 63 shippers conform to the Line 63 Tariff as noted in the Plains Response, Plains’ statements in AL 49-O as to the economic impact of the idling of the Line 63 Trunkline go significantly beyond simply the imposition of tariff rates. Pacific stated in AL 49-O that “Line 63 shippers . . . will [not] be adversely economically impacted by” the idling of the Line 63 Trunkline. Contrary to Pacific’s statements to the CPUC in AL 49-O, the Plains Proration Policy – by limiting or completely preventing CRC and other Line 63 shippers from shipping and delivering their product to market in a timely and predictable manner – leads directly to significant, adverse economic impacts on Line 63 shippers, including the imposition of storage costs by Plains, additional costs to ship product by truck, increased operational costs and lost efficiencies at production and storage facilities, reduced sales realizations, exposure to volatile and unknown future market prices upon the eventual delivery of the shippers’ oil with unpredictable delays, and inability to contract with refiners given the lack of confidence volumes purchased and scheduled will actually be delivered. As set forth below, the Plains Proration Policy violates the Line 63 Tariff, the California Public Utilities Code (“PU Code”), and the representations Pacific made to the CPUC in connection with the idling of the Line 63 Trunkline.

II. Basis for Claims

CRC’s claims arise from Pacific’s adoption and implementation of the Plains Proration Policy, which violates the Line 63 Tariff, PU Code, and the representations Pacific made to the CPUC in AL 49-O. The specific bases for CRC’s claims are as follows.

A. Violation of Rule 23 of the Line 63 Tariff.

The Plains Proration Policy violates the Line 63 Tariff by giving priority to shippers on a separate line over Line 63 shippers. Rule 23 of the Line 63 Tariff establishes an allocation procedure for oversubscribed segments of the Line that provides for equal weighted proration of nominations based on the total nominations of each shipper on Line 63. Nowhere in the Line 63 Tariff is Pacific permitted to give priority to, or even consider, the nominations of shippers on other lines when allocating prorated nominations to Line 63 shippers. As a direct result of this violation, CRC has been subjected to improper prorations of its nominated volumes, causing the financial and operational harm described herein.

B. Violation of Sections 451 and 453 of the PU Code.

The Plains Proration Policy violates Sections 451 and 453 of the PU Code. Section 451 of the PU Code requires all charges and all rules of a public utility to be just and reasonable. The Plains Proration Policy is neither just nor reasonable, as it imposes disproportionate prorations and delays on CRC and the other Line 63 shippers. These prorations and delays are not reflected in the Line 63 rates, elsewhere in the Line 63 Tariff, or in Pacific's filings with the CPUC regarding the idling of the Line 63 Trunkline. The rates paid by CRC and other Line 63 shippers do not reflect this inferior level of service and, as a result, are unjust and unreasonable.

Section 453 of the PU Code prohibits public utilities from granting a preference or advantage to any corporation or subjecting any corporation to any prejudice or disadvantage. The Plains Proration Policy clearly grants an advantage to Line 2000 shippers, to the detriment of Line 63 shippers, as all Line 2000 shipper nominations are given priority over all Line 63 shipper nominations for the Shared Trunkline. Line 2000 shippers are thus significantly less likely to suffer the economic and operational adverse impacts of unpredictable prorations and delays described above. Accordingly, the Plains Proration Policy violates both Section 451 and Section 453 of the PU Code.

C. Misrepresentation to the CPUC.

In AL 49-O, Pacific represented to the CPUC that the idling of the Line 63 Trunkline and the routing of Line 63 volumes through the Shared Trunkline would be accomplished "without impacting shippers on either Line 63 or Line 2000" and that "[n]either Line 63 shippers, nor Line 2000 shippers will be adversely economically impacted by this proposal." The Plains Proration Policy directly contradicts these representations. By subordinating all Line 63 shipper nominations to all Line 2000 shipper nominations on the Shared Trunkline, Pacific has created a regime under which Line 63 shippers, including CRC, bear the full burden of any capacity constraints on the Shared Trunkline, resulting in significant adverse economic impacts. Pacific's implementation of the Plains Proration Policy in a manner contrary to the representations upon which the CPUC's approval of the idling of the Line 63 Trunkline was predicated constitutes an independent basis for CRC's claims and for the damages set forth below.

III. Requested Relief

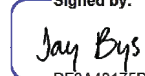
In light of the foregoing, CRC requests that Pacific immediately cease prorating CRC's nominations under the Plains Proration Policy, and prorate CRC's nominations, if at all, solely in accordance with Rule 23 of the Line 63 Tariff. CRC further demands reimbursement of all incremental costs and losses incurred as a result of the imposition of the Plains Proration Policy in an amount equal to approximately \$3,800,000 as of May 31, 2026. This demand represents a good-faith estimate of damages incurred as of such date, and encompasses all damages arising from the improper prorations described herein, including but not limited to storage costs, costs of alternative transportation, increased operational costs, lost efficiencies, and forced 'no-notice' remarketings. CRC notes that these damages are ongoing and continue to accrue each day and with each additional proration imposed under the Plains Proration Policy. In the event Pacific fails to

promptly cease application of the Plains Proration Policy and to resolve this claim, CRC intends to pursue all available remedies within seven (7) days of the date hereof.

IV. Reservation of Rights

CRC expressly reserves all rights, remedies, claims, and defenses available to it under the Line 63 Tariff, the PU Code, common law, and all other applicable law with respect to all past, ongoing, and future acts or omissions of Pacific, including but not limited to: (a) the right to file a formal complaint with the CPUC seeking a determination that the Plains Proration Policy violates Rule 23 of the Line 63 Tariff, Sections 451 and 453 of the PU Code, and the representations made by Pacific in AL 49-O; (b) the right to institute civil proceedings in any court of competent jurisdiction pursuant to PU Code Section 2106 or otherwise, seeking recovery of all past, present, and future damages and losses, including actual damages, exemplary damages, and any other available relief; (c) the right to assert claims under any applicable theory of recovery, including breach of tariff, statutory violation, fraud, misrepresentation, and unfair business practices; and (d) the right to seek injunctive or other equitable relief before the CPUC or any other tribunal of competent jurisdiction. CRC further reserves the right to amend, supplement, or modify this claim as additional information becomes available, including with respect to prorations and other adverse impacts occurring before, on, or after the date hereof. This reservation encompasses all claims for damages or relief of any kind, whether past, present, or future, arising from or related to the Plains Proration Policy and Pacific's conduct described herein, including damages not yet fully ascertainable. Nothing in this letter shall constitute a waiver of any such right, remedy, claim, or defense, and all applicable statutes of limitations and other deadlines are expressly preserved.

Sincerely,

Signed by:

DF3A43175D804B4...

Jay Bys
EVP & Chief Commercial Officer
CRC Marketing, Inc.

Cc: Vidhya Prabhakaran (VidhyaPrabhakaran@dwt.com)

EXHIBIT 9

**(Response of Pacific Pipeline System LLC, dated June 4, 2026,
to Formal Claim Letter)**

PACIFIC PIPELINE SYSTEM LLC

June 4, 2026

Jay Bys
EVP & Chief Commercial Officer
California Resources Corporation
One World Trade Center, Suite 1500
Long Beach, California 90831

Re: Response to CRC's June 1, 2026 Formal Written Claim Pursuant to Rule 16 of the Line 63 Tariff

Dear Jay:

Pacific Pipeline System LLC ("Pacific" or "Plains") is in receipt of CRC Marketing, Inc.'s ("CRC") letter dated June 1, 2026, submitting a formal written claim pursuant to Rule 16 of the Tariff Schedule Applicable to Gathering and Transportation of Crude Petroleum by Pipeline Service of Pacific Pipeline System LLC Line 63 System ("Line 63 Tariff").

Pacific reiterates in full its position and explanation set forth in its letter to CRC dated April 23, 2026 (the "Plains Response"), which addresses CRC's prior correspondence. A copy of the Plains Response is attached hereto as Exhibit A and is incorporated herein by reference as though set forth in full. Nothing in CRC's June 1, 2026 letter alters Pacific's position as previously communicated, and Pacific respectfully maintains that CRC's claims are without merit for the reasons stated therein.

Pacific denies CRC's claims in their entirety, including CRC's demand for approximately \$3,800,000 in alleged damages. Pacific expressly reserves all rights, remedies, claims, and defenses available to it under the Line 63 Tariff, the Line 2000 tariff, applicable law, and all other relevant authorities. Nothing in this letter or in the Plains Response shall constitute a waiver of any right, remedy, claim, or defense available to Pacific.

Plains remains committed to providing reliable and equitable transportation services and values the relationship we have built with CRC over the years. In furtherance of this commitment, Plains has deployed drag reducing agents on the system to help increase capacity and also made additional investments to support power reliability. We are happy to discuss any of the matters addressed herein at a mutually convenient time.

Sincerely,


Mark R. Odom (Jun 5, 2026 17:59:30 CDT)

Mark Odom
Vice President

Enclosure: Exhibit A — Pacific Pipeline System LLC Letter to CRC dated April 23, 2026

Exhibit A

Pacific Pipeline System LLC Letter to CRC dated April 23, 2026

PACIFIC PIPELINE SYSTEM LLC

April 23, 2026

Jay Bys
EVP & Chief Commercial Officer
California Resources Corporation
One World Trade Center, Suite 1500
Long Beach, California 90831

Re: Response to CRC's March 31, 2026 Letter Regarding February 2026 Operations on Line 63 and Proration Policy for Line 2000/63 Segment

Dear Jay:

Pacific Pipeline System LLC ("Plains") is in receipt of your letter dated March 31, 2026. Plains values its longstanding commercial relationship with California Resources Corporation ("CRC") and welcomes this opportunity to address matter raised in your letter.

I. The February 2026 Third Party Maintenance and Operational Emergency

Plains' inability to accept certain of CRC's nominated volumes on Line 63 during February 2026 resulted from two separate and compounding events — scheduled third-party maintenance and a subsequent unplanned operational emergency — that rendered Line 63 physically unable to accept CRC's full nominated volumes during that period. The chronology of these events is set forth below.

Prior to the start of February, Pacific Gas and Electric Company ("PGE") notified Plains on or around January 15, 2026 of planned maintenance that would require a power shutdown of approximately thirty-six (36) hours mid-February. Plains incorporated this expected downtime into its scheduling for the month and determined that the outage would not affect February nominations. However, the planned thirty-six (36) hour shutdown ultimately extended to approximately forty-eight (48) hours. Upon restoration of power, cooler-than-usual weather negatively affected the recommencement of batch movements at full capacity. Plains conducted additional scheduling analysis and concluded that nominations needed to be reduced as not all February nominations could be fulfilled. To accommodate timely nominated nominations, and in order to preserve its ability to fulfill the timely submitted nominations it had already accepted for Line 2000 and Line 63, Plains declined requests for increased nomination volumes on Line 2000 after the initial acceptance of timely nominations (no increased nominations for Line 63 were received). Nominations on Line 2000 were prorated in accordance with the Line 2000 tariff and Line 63 were prorated in accordance with the Line 63 tariff.

On February 26, 2026, Plains experienced a separate, unplanned operational emergency when one of its fiber optic cables was severed, resulting in an additional approximately twenty-four (24) hours of downtime. Given the proximity to month-end, Plains contacted shippers on the same day to notify them of the outage and the likelihood of having issues meeting February nominations. On the following day, Plains coordinated the final batches scheduled to move in February by

contacting and confirming each shipper's and/or its consignee's ability to receive its respective batch. When CRC's consignee confirmed it was not able to receive the nominated amount, Plains contacted CRC to work through alternative delivery schedules. Notwithstanding this constraint, Plains coordinated with CRC to deliver a portion of CRC's remaining February volume at a later time when CRC's consignee was available to accept delivery.

As the foregoing description makes clear, in February there was an unfortunate and unexpected confluence of circumstances beyond Plains' control, and Plains took all reasonable measures available to it to address the situation promptly and minimize the impact to its shippers.

In this regard, Plains respectfully directs CRC's attention to Rule 15 of the Line 63 tariff, which expressly provides that Plains:

“will not be liable for any loss of crude petroleum while in the possession of Carrier or for any delay in receiving or delivering crude petroleum, including any damages associated therewith, if caused by any of the following: Act of God, the public enemy, quarantine, authority of law, strikes, riots, requisition by Government, war, the act of Shipper, Consignee or any third person, or any other cause not attributable to the sole negligence or willful misconduct of Carrier.”
(emphasis added)

As our description of the February events set forth above makes clear, our inability to accept CRC's full nominated volumes on Line 63 was not caused by any negligence or willful misconduct on the part of Plains. Accordingly, Plains respectfully submits the Line 63 tariff absolves Plains of any liability associated with the operational impacts CRC experienced during the February emergency.

II. Proration Policy for the Shared Line 2000/63 Segment

Separately, CRC's letter raises the topic of proration on Line 63 nominations. Plains appreciates the opportunity to clarify how the existing tariffed proration policies for Line 2000 and Line 63 govern the shared segment of Line 2000 used by both Line 2000 and Line 63 shippers to traverse the Tehachapi Mountains (the “Line 2000/63 Segment”).

As CRC is aware, in 2017, Plains converted the section of Line 63 crossing the Tehachapi Mountains from active to inactive status. Since that time, crude oil historically transported on the Line 63 trunkline has been physically moved across the Tehachapi Mountains via the Line 2000 system and then redelivered to the Line 63 system for downstream distribution.

As you noted in your letter, we explained to the California Public Utilities Commission (“CPUC”) in Advice Letter 49-O that shippers on both systems, including CRC, remained economically indifferent to this operational change, as Line 63 shipments continued to move at their tariffed Line 63 rates and Line 2000 shipments continued to move at their tariffed Line 2000 rates. At the time of the conversion, Line 2000 had adequate unused capacity to accommodate both Line 2000 volumes and the volumes historically transported on the Line 63 trunkline, and therefore Advice Letter 49-O did not specifically address how proration would be handled on the Line 2000/63 Segment in the event of oversubscription.

Because Line 2000 is the pipeline that physically transports crude oil across the Tehachapi Mountains, if nominations submitted for transportation exceed the available capacity of the Line

2000/63 Segment in any month, capacity on that segment is allocated consistent with the proration provisions contained in the Line 2000 tariff.

To the extent capacity remains available on the Line 2000/63 Segment after Line 2000 nominations have been allocated under these provisions, such remaining capacity will be used to transport Line 63 shipments that must utilize the Line 2000 segment to cross the Tehachapi Mountains. This remaining capacity for Line 63 shipments will be allocated pursuant to Rule 23 of the Line 63 tariff governing proration of Line 63 nominations.

This clarification does not alter the economic framework described in Advice Letter 49-O and approved by the CPUC. Line 63 shippers, like CRC, transporting crude oil across the Line 2000/63 Segment will continue to pay the applicable Line 63 tariff rate, and the use of Line 2000 to transport those volumes across the Tehachapi Mountains will not change the tariffed cost of transportation for Line 63 shipments. Shipments on Line 2000 will likewise continue to be subject to the applicable Line 2000 tariff rate.

Plains remains committed to providing reliable, equitable, and transparent transportation services and values the open and cooperative relationship we have built with CRC over the years. We are happy to discuss any of the matters addressed herein at a mutually convenient time.

Sincerely,



Mark Odom
Vice President