

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

Order Instituting Rulemaking to
Establish Policies, Processes, and
Rules to Ensure Safe and Reliable Gas
Systems in California and Perform
Long-Term Gas System Planning.

Rulemaking 24-09-012
(Filed September 26, 2024)

**SOUTHERN CALIFORNIA GAS COMPANY'S (U 904 G), SAN DIEGO GAS &
ELECTRIC COMPANY'S (U 902 G), PACIFIC GAS AND ELECTRIC COMPANY'S
(U 39 G), AND SOUTHWEST GAS CORPORATION'S (U 905 G) JOINT MOTION
FOR LEAVE TO FILE UNDER SEAL SPECIFICALLY IDENTIFIED PORTIONS
OF THEIR RESPONSES TO THE APRIL 18, 2025, ASSIGNED COMMISSIONERS
RULING REQUIRING SUBMISSION OF MAPPING DATA FOR
COMPLIANCE WITH SB 1221 MAPS**

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Date: July 1, 2025

**BEFORE THE PUBLIC UTILITIES COMMISSION
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RULING REQUIRING SUBMISSION OF MAPPING DATA FOR
COMPLIANCE WITH SB 1221 MAPS**

Pursuant to Rule 11.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission), and the Assigned Commissioner’s Ruling Issuing Senate Bill 1221 Mapping Directions to Utilities (ACR) issued April 18, 2025, Southern California Gas Company (SoCalGas), San Diego Gas & Electric Company (SDG&E), Pacific Gas and Electric Company (PG&E), and Southwest Gas Corporation (Southwest Gas) (collectively, Utilities) request an order to allow the filing under seal and to maintain the confidentiality of specifically identified portions of information provided in their submittals of SB 1221 mapping data.¹

There are both a confidential and non-confidential digital versions of the Utilities’ respective SB 1221 submittals, the confidential version of which will be filed upon endorsement of the Joint Motion by the Commission’s Docket Office and will be provided to the Docket Office via a listing of each electronic “URL” providing access to the digital mapping data, along with instructions on how to access the digital mapping data in compliance with the ACR’s formatting

¹ Pursuant to Rule 1.8(d) of the Commission’s Rules of Practice and Procedures, counsel for SoCalGas was authorized to submit these Joint Opening Comments on behalf of SDG&E, PG&E, and Southwest Gas.

instructions.² For the purposes of the Commission’s consideration of this Motion, access to the confidential digital mapping data will be provided to the Assigned Commissioner, Administrative Law Judges and other Commission staff necessary for review of the Joint Motion upon request to the same contact listed for each utility in the sealed document provided to the Docket Office.

The following documents are attached in support of this motion:

- A Proposed Order is attached hereto as Attachment A.
- Declarations in support of confidential treatment of relevant data are attached hereto as Attachment B.
- Form model of the Non-Disclosure Agreements (NDA) is attached hereto as Attachment C to be used by interested parties for access in this proceeding as provided by the ACR.

I. BACKGROUND

The ACR directs that the Utilities, if necessary, each provide a confidential SB 1221 map to the Commission by July 1, 2025, and to any parties who have signed a non-disclosure agreement (NDA) with the respective gas utility. The ACR also directs the Utilities that seek confidential treatment to file a motion pursuant to General Order (GO) 66-D. Utilities note that this Joint Motion *only* applies to the confidential information required to be submitted to the Commission and interested parties under NDAs pursuant to the ACR, *not* to the mapping information provided to the public on the Utilities’ public websites required by the ACR.³

Specifically, this Motion requests that the confidential information submitted to the Commission and its staff be protected as confidential and from unauthorized disclosure under the

² See ACR, Appendix A, Section B, Formatting, pp. 3-5.

³ Assigned Commissioner’s Ruling Issuing Senate Bill 1221 Mapping Directions to Utilities, April 18, 2025, p. 8 (“Gas utilities shall provide initial public SB 1221 maps by July 1, 2025, compliant with this ruling and Appendix A. If necessary, gas utilities shall also provide a confidential map to the Commission on July 1, 2025, and any parties who have signed a non-disclosure agreement (NDA) with the respective gas utilities....Gas utilities that seek confidential treatment shall each file a motion and make the showings required by General Order 66-D.”); see also General Order 66-D, section 3.3.

Commission's existing privacy, cybersecurity, physical security protocols and consistent with GO 66-D. Confidential information provided to interested parties would be protected under the form of model NDA attached to this Motion.

II. DISCUSSION

A. Request for Confidential Treatment of Critical and Sensitive Gas System Infrastructure Information

Section 2, p.9 of Appendix A to the April 18, 2025, ACR requires that the SB 1221 maps include "Location of distribution mains included in each [foreseeable gas distribution line replacement] project, shown as lines on map." This degree of geospatial pipeline segment mapping requires specific details which are less aggregated than census tracts or zip codes, amounting to disclosure of critical and sensitive information which has not been disclosed on a non-confidential basis by relevant past rulings on confidentiality.⁴ The public, non-confidential availability of the geo-spatial linear location of these facilities would compromise the Utilities' and the Commission's physical security and safety requirements for protecting against terrorist, sabotage or criminal acts which could damage such facilities and/or expose the general public to severe personal injury and damage.⁵

GIS infrastructure data are especially sensitive because these materials can provide or contribute to the development of a comprehensive system overview and/or detailed information that may assist with the identification of single points of failure, choke points, or other critical nodes vulnerable to attack or disruption. Review of this data could support identification of assets

⁴ See also R.20-01-007, October 28, 2022, Administrative Law Judge's Ruling on Gas Utilities' Confidentiality Claims Concerning Gas Consumption and Infrastructure Data and Order Requiring Resubmission of Data, p. 7 (Addressing confidentiality when "None of the gas infrastructure data at issue here includes addresses or precise locations. The greatest level of geographic detail requested and provided is data by census tract and zip code.")

⁵ See e.g., Resolution (Res.) L-436 at p.8; D.14-05-016, pp.. 152- 153, Conclusions of Law 5, 7, and 8.

which, if compromised, may cause significant service disruption, damage, injury or death to specific customers or service areas. Similarly, there may be areas where multiple lines converge or may be the only pipeline servicing a particular geographic region.

Such GIS infrastructure data could be used to determine longitudinal and latitudinal information of the relevant gas system assets. This could allow bad actors to remotely use detailed street views provided by Google Maps or other GIS applications to evaluate the pipeline system and security locations from afar without any risk of detection by law enforcement or Utility personnel. Instead, making such energy infrastructure data publicly available may enable a malicious actor to attack or disrupt gas pipeline service without the need for onsite reconnaissance or surveillance to assist with target selection. This enhances pre-operational planning for bad acts because it reduces the chances that a malicious actor will be detected and/or apprehended in the early stages of an attack. Similarly, the availability of publicly accessible, geospatial GIS data would potentially accelerate target selection and maximize the consequences of an attack in contrast to protecting this data from disclosure. Having public access to the GIS files could also make the disclosed areas a focus of such efforts because the detailed and time intensive planning steps discussed above would not be as necessary in contrast to undisclosed GIS infrastructure data. Finally, and importantly, malicious actors could use GIS data in conjunction with previously existing, publicly accessible (or misappropriated) data regarding the pipeline system or individual gas facilities to develop more comprehensive understandings of the State's energy system infrastructure for their purposes.

In a recent example of these real-world risks, an individual was recently convicted of conspiracy to damage an energy facility where they had posted links to and accessed open-source maps of infrastructure, which included the locations of electrical substations,

described how a small number of attacks on substations could cause a “cascading failure,” and discussed maximizing the impact of the planned attack by hitting multiple substations at one time.⁶

These risks have been well documented including in testimony before the U.S. House of Representatives, Committee on Homeland Security, Subcommittee on Transportation Security in April 19, 2016, entitled “Pipelines: Securing the Veins of the American Economy,” provides historical insight into the risk of malicious actors attacking pipelines:

Pipelines are vulnerable to intentional attacks using firearms, explosives, or other physical means. Oil and gas pipelines, globally, have been a favored target of terrorists, militant groups, and organized crime....

Pipelines in the United States have also been targeted by terrorists and other malicious individuals. In 1999, Vancouver police arrested a man planning to bomb the Trans Alaska Pipeline System (TAPS) for personal profit in oil futures. In 2005 a U.S. citizen sought to conspire with Al Qaeda to attack TAPS and a major natural gas pipeline in the eastern United States. In 2006 federal authorities acknowledged the discovery of a detailed posting on a website purportedly linked to Al Qaeda that reportedly encouraged attacks on U.S. pipelines, especially TAPS, using weapons or hidden explosives. In 2007, the U.S. Department of Justice arrested members of a terrorist group planning to attack jet fuel pipelines and storage tanks at the John F. Kennedy International Airport. In 2011, a man planted a bomb, which did not detonate, along a natural gas pipeline in Oklahoma. In 2012, a man who reportedly had been corresponding with “Unabomber” Ted Kaczynski unsuccessfully bombed a natural gas pipeline in Plano, Texas. To date, there have been no successful bombings of U.S. pipelines, but the threat of physical attacks remains credible.⁷

As further noted in a Congressional Research Service document, entitled “Pipeline Security: Homeland Security Issues” in the 116th Congress:

Congress and federal agencies have raised concerns since at least 2010 about the physical security of energy pipelines, especially cross-border oil pipelines. These security concerns were heightened in 2016 after

⁶ <https://www.justice.gov/opa/pr/white-supremacist-leader-found-guilty-conspiring-destroy-regional-power-grid#:~:text=Russell%20posted%20links%20to%20open,hitting%20multiple%20substations%20at%20one>

⁷ <https://www.congress.gov/114/chrg/CHRG-114hhrg22757/CHRG-114hhrg22757.pdf> at 24.

environmentalists in the United States disrupted five pipelines transporting oil from Canada. In 2018, the Transportation Security Administration's Surface Security Plan identified improvised explosive devices as key risks to energy pipelines, which "are vulnerable to terrorist attacks largely due to their stationary nature, the volatility of transported products, and [their] dispersed nature." Among these risks, according to some analysts, are the possibility of multiple, coordinated attacks with explosives on the natural gas pipeline system, which potentially could "create unprecedented challenges for restoring gas flows."⁸

Furthermore, the advent of technology and risks to cybersecurity and energy systems have only increased in recent times. The International Centre for Counter-Terrorism (ICCT) states in Chapter 19 of its Handbook of Terrorism Prevention and Preparedness that:

Particular risks may ensue when terrorists gather information related to critical infrastructures, which allow them to discover vulnerabilities and facilitate more precise targeting. Ranging from airports and other transportation related infrastructure to power- and water- supply systems which are vital for society (including nuclear power plants), serious damage to critical infrastructure can result in both direct and indirect damage, including loss of lives. For this reason, the segments of the (ab-) use of the internet for terrorist plotting and related purposes that overlap with Critical Infrastructure Protection (CIP) and resilience activities should be merged and handled as a coordinated activity.⁹

Accordingly, the Utilities request confidential treatment of non-public GIS data in the form of critical energy infrastructure maps that provide granular information relating to gas system distribution mains that are included or forecasted to be part of their Distribution Integrity Management Plan (DIMP) foreseeable pipeline replacement maps in this proceeding as described above. The specific location of these mains beyond data aggregated at the census tract or zip code

⁸ Congressional Research Service available at:

https://www.congress.gov/crs_external_products/IN/PDF/IN11060/IN11060.1.pdf.

⁹ ICCT, Handbook of Terrorism Prevention and Preparedness, Chapter 19: Prevention of (Ab-)Use of the Internet for Terrorist Plotting and Related Purposes, at 611. Available at:

<https://icct.nl/sites/default/files/2023-01/Chapter-19-Handbook.pdf>; See also the Office of the Director of National Intelligence (ODNI), Annual Threat Assessment of the U.S. Intelligence Community (2023) at 10 ((As another example, the ODNI have asserted that: "China almost certainly is capable of launching cyber attacks that could disrupt critical infrastructure services within the United States, including against oil and gas pipelines, and rail systems.")). Available at <https://www.odni.gov/files/ODNI/documents/assessments/ATA-2023-Unclassified-Report.pdf>.

level should not be made public because such data disclosure comprises sensitive energy infrastructure and raises appurtenant physical security and cyber security risks and consequences. GIS data of gas distribution infrastructure must be protected and its disclosure treated with special care because precise critical infrastructure information that is made publicly available—for instance, through publication of otherwise non-public GIS data—may be misappropriated for inappropriate use, attack, disruption or personal injury that increase the risk to energy system security and public safety.

B. Request for Confidential Treatment of Customer Information

The geospatial linear locations of pipeline segments identify the adjacent addresses of properties and property owners whose identity as respective Utility customers can reasonably be inferred from the location, which must be maintained as confidential in order to avoid violating the privacy and confidentiality of such customer-specific information under Commission customer privacy rules and legal requirements. The ability of third parties indirectly to derive the identity of Utilities' customers through their location adjacent to the Utilities' pipeline facilities would violate those customers' privacy the same as if the customers' identities and addresses are directly disclosed.

California statutory law as well as longstanding Commission precedent have endorsed the use of data minimization—in particular, the aggregation and/or anonymization of customers' personal data. California Public Utilities Code Section 8380(e)(1) promotes "...using customer aggregate or gas consumption for analysis, reporting, or program management if all information has been removed regarding the individual identity of a customer." Commission Decision (D.) 11-07-046 mandates data minimization to "promote data security." Specifically, the Commission has provided aggregation and/or anonymization rules to protect customer data in D.14-05-016 requiring that for "residential customers, the zip code must have 100 or more residential

customers” and “for commercial or agricultural customers, the zip code must have 15 or more commercial or agricultural customers, with no single account constituting more than 15% of the total consumption in any month.” The same aggregation rule applies for industrial customers as commercial/agricultural customers. In this Joint Motion, the Utilities have used the anonymization and aggregation rules in D.14-05-016 to guide the appropriate levels of anonymization and aggregation for any personal identifying information of customers.

Pursuant to General Order 66-D, Attachment B to this Motion includes the Utilities’ Declarations providing more specific description of the confidential information each utility intends to provide the Commission and designated Commission staff and agents, and to interested parties executing NDAs, included as Attachment C to this Motion, on and after July 1, 2025 in compliance with SB 1221 and the ACR.

III. CONCLUSION

Based on the foregoing, Utilities by this Joint Motion respectfully request the Commission to grant approval of this Joint Motion, including the confidentiality of the information requested to be protected as confidential by this Joint Motion, and the form of Non-Disclosure Agreement requested to be used to provide access to the confidential information to interested parties as required by the ACR.

Respectfully submitted,

By: /s/ Edward L. Hsu
EDWARD L. HSU

Attorney for:

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Date: July 1, 2025

Attachment A

Proposed Order Approving Joint Motion

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

Order Instituting Rulemaking to
Establish Policies, Processes, and
Rules to Ensure Safe and Reliable Gas
Systems in California and Perform
Long-Term Gas System Planning.

Rulemaking 24-09-012
(Filed September 26, 2024)

[PROPOSED] ORDER

Pursuant to Rule 11.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission), on July 1, 2025, Southern California Gas Company (SoCalGas), San Diego Gas & Electric Company (SDG&E), Pacific Gas and Electric Company (“PG&E”), and Southwest Gas Corporation (Southwest Gas) collectively “Utilities,” filed a Joint Motion for Leave to File Under Seal specifically identified portions of information provided in their submittal of SB 1221 mapping data pursuant to the Assigned Commissioner’s Ruling Issuing Senate Bill 1221 Mapping Directions to Utilities (ACR) issued April 18, 2025. The Joint Motion requested authority to file and maintain certain confidential security-sensitive critical gas energy infrastructure and personally identifiable customer information under seal. The Joint Motion information was marked in the unredacted digital files submitted concurrently therewith.

The sensitive gas system infrastructure information for which confidential treatment is sought is protected pursuant to General Order 66-D, D.17-09-024; Gov. Code section 6254(k); 18 CFR § 388.113(c), CPUC Res. L-436, at 8 (stating CPUC will “refrain from making available to the public detailed maps and schematic diagrams showing the location of specific utility regulator stations, valves, and similar facilities”); Cal. Pub. Util. Code § 364(d); PHMSA Guidelines, 81 Fed. Reg. 40575, 40764 (June 22, 2016); Gov’t Code § 6254(ab) (Critical Infrastructure Information); Gov’t Code § 6255(a) (Balancing Test); Gov’t Code § 6254.7(d) (Trade Secrets);

Cal. Evid. Code § 1060 and Cal. Civil Code §§ 3426 et seq. The request was supported by the Declarations attached to the Utilities' Joint Motion.

The personally identifiable customer information for which confidential treatment is sought, consisting of the addresses of utility customers adjacent to the identified gas pipeline facilities, is protected pursuant to General Order 66-D, D.17-09-024; Civil Code section 1798.80 et seq., and Pub. Util. Code section 8380(d). In the supporting declarations provided by the Utilities' Joint Motion, it is represented that the information marked contains confidential customer information that does not meet the Commission's rules and requirements for aggregation to prevent disclosure of personally identifiable information.

Therefore, good cause having been shown, it is ordered that:

1. The Utilities' Joint Motion for Leave to File Under Seal specifically identified portions of information provided in their submittal of SB 1221 mapping data pursuant to the Assigned Commissioner's Ruling Issuing Senate Bill 1221 Mapping Directions to Utilities (ACR) issued April 18, 2025 is granted.
2. The confidential information marked in the confidential unredacted versions of the digital data referenced in and submitted concurrently with the Utilities' Joint Motion shall remain sealed and is not to be disclosed to anyone other than Commission staff, the Assigned Commissioner, the assigned Administrative Law Judges (ALJs) or an ALJ designated to decide the Joint Motion. In addition, confidential information may be disclosed to interested parties who execute and comply with the form of non-disclosure agreement (NDA) submitted by the Utilities as part of their Joint Motion, which form of NDA is also approved as part of the granting of the Joint Motion.

3. All additional documentary evidence in this proceeding that addresses or relates to the subject matter of the confidential information must be treated as confidential consistent with the manner described above.

Administrative Law Judge

Dated: _____

Attachment B

Declarations In Support of Joint Motion

SoCalGas and SDG&E
Declaration of Travis T. Sera
Declaration of Erin Brooks
Declaration of Jesse Kolb

PG&E
Declaration of William Hilton III

Southwest Gas Corporation
Declaration of Lucas Thorton

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

**DECLARATION OF TRAVIS T. SERA
IN SUPPORT OF CONFIDENTIALITY OF CERTAIN DOCUMENTS
PURSUANT TO D.21-09-020**

I, Travis T. Sera, do hereby declare as follows

1. I am the Director of the Integrity Management for San Diego Gas & Electric (SDG&E) and Southern California Gas Company (SoCalGas). I have been delegated authority to sign this declaration by Amy Kitson, Vice President of Gas Engineering and System Integrity. I have reviewed the confidential information included within the response documents regarding the relevant Assigned Commissioner's Ruling in Rulemaking 24-09-012 which was issued on April 18, 2025. I am personally familiar with the facts and representations in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or belief. I make this Declaration in support of Joint Motion for Leave to File Under Seal Specifically Identified Portions of Their Responses to the April 18, 2025, Assigned Commissioner's Ruling Requiring Submission of Mapping Data for Compliance with SB 1221 Maps I have personal knowledge of all matters referred to herein and, if called upon to testify, I could and would competently testify thereto.

2. I hereby provide this Declaration in accordance with Decision ("D.") 21- 09-020 and General Order ("GO") 66-D Revision 2 to demonstrate that the confidential information ("Protected Information") provided in the web data layer, *Potential and Foreseeable Gas Distribution Pipeline Replacement Project (Confidential)* submitted concurrently herewith, is within the scope of data protected as confidential under applicable law as stated in Appendix A to this declaration.

3. In accordance with the legal authority described herein, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 27th day of June 2025, at Los Angeles, California.



Travis T. Sera
Director of the Integrity Management

DECLARATION OF TRAVIS T. SERA
APPENDIX A

Location of Data	Applicable Confidentiality Provisions	Basis for Confidentiality
<p>The information within the confidential URLs: <i>Potential and Foreseeable Gas Distribution Pipeline Replacement Project (Confidential)</i></p>	<p>CPRA Exemption, Gov’t Code § 6254(k) (“Records, the disclosure of which is exempted or prohibited pursuant to federal or state law”)</p> <ul style="list-style-type: none"> • 18 CFR § 388.113(c)¹ • FERC Order Nos. 630, 643, 649, 662, 683, and 702 (defining CEII) • FERC Order 833 (including amendments to the CEII regulations, required by The FAST Act) • Critical Energy Infrastructure Information, 68 Fed. Reg. 9857, 9862 (Dep’t of Energy Mar. 3, 2003) (final rule) (listing what gas information qualifies as CEII) • FERC’s Guidelines for Filing Critical Energy/Electric Infrastructure Information, (Feb. 21, 2017), <i>available at</i> https://www.ferc.gov/resources/guides/filing-guide/file-ceii/ceii-guidelines/guidelines.pdf <ul style="list-style-type: none"> ○ Exhibits G, G-1, G-II of pipeline certificate applications. 18 CFR § 157.14 ○ Exhibit V of abandonment applications. 18 CFR § 157.18 ○ FERC Form 567. 18 CFR § 260.8 	<p>It is SDG&E’s/SoCalGas’ practice to designate certain data as confidential because this data is similar to data protected by CEII regulations and, if made publicly available, could potentially present a risk to pipeline safety and critical infrastructure or utility service.</p> <p>Mapping products integrated with supplementary information including physical attributes or infrastructure could be used by a bad actor to determine the vulnerabilities of the gas delivery network and attack, compromise or incapacitate a critical facility. Due to the critical nature of these attributes, they have been identified by PHMSA as restricted attributes available only to government officials.</p> <p><u>Detailed Project Descriptions:</u> This information could include discussion of building expansions and upgrades and other data that might disclose market-sensitive information, providing a competitive advantage to other businesses. If this information was released it could pose negative financial impacts which could be detrimental to the customer, or pose a security threat by revealing utilities’ strategies and plans to recover from a disaster.</p> <p>The public interest in non-disclosure of this information outweighs the public</p>

¹ 18 CFR § 388.113(c) defines “critical energy infrastructure information” as “specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure” that:

- (i) Relates details about the production, generation, transportation, transmission, or distribution of energy;
- (ii) Could be useful to a person in planning an attack on critical infrastructure;

	<ul style="list-style-type: none"> • CPUC Res. L-436, at 8 (stating CPUC will “refrain from making available to the public detailed maps and schematic diagrams showing the location of specific utility regulator stations, valves, and similar facilities”) • Cal. Pub. Util. Code § 364(d) PHMSA Guidelines, 81 Fed. Reg. 40575, 40764 (June 22, 2016) <p>CPRA Exemption, Gov’t Code § 6254(ab) (Critical Infrastructure Information)</p> <p>CPRA Exemption, Gov’t Code § 6255(a) (Balancing Test)</p> <p>CPRA Exemption, Gov’t Code § 6254.7(d) (Trade Secrets)²</p> <p>CPRA Exemption, Gov’t Code § 6254(k) (“Records, the disclosure of which is exempted or prohibited pursuant to federal or state law”)</p> <ul style="list-style-type: none"> • Cal. Evid. Code § 1060 • Cal. Civil Code §§ 3426 <i>et seq.</i> (relating to trade secrets) ³ • <i>TMX Funding Inc. v. Impero Technologies, Inc.</i>, 2010 WL 2745484 at *4 (N.D. Cal. 2010) (defining trade secret in an injunction to include “business plans and strategies”) • <i>Whyte v. Schlage Lock Co.</i>, 	<p>interest in disclosure. As discussed above, disclosure of this information may provide a bad actor with data for the planning of a physical or electronic attack on critical gas system infrastructure and may also lead to speculation in the energy markets potentially detrimental to consumers and the public at large. These public interests in non-disclosure are greater than the public’s interest in disclosure.</p>
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² “Trade secrets . . . may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.”

³ Civil Code Section 3426.1 defines “trade secret” as “information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

	<p>101 Cal. App. 4th 1443, 1453, 1456 (2002) (giving a list of what may be trade secret and holding that “[t]he ultimate determination of trade secret status is subject to proof presented at trial”)</p> <ul style="list-style-type: none"> • Morton v. Rank America, Inc., 812 F. Supp. 1062, 1073 (1993) (denying motion to dismiss because “actual or probable income, expenses and capital needs of [a company], the financial, operational, marketing and other business strategies and methods” could constitute trade secret) • 5 U.S.C. § 552(b)(4) (Exemption 4 of FOIA protecting “trade secrets and commercial or financial information obtained from a person and privileged or confidential”) 	
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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

**DECLARATION OF ERIN BROOKS
REGARDING CONFIDENTIALITY DESIGNATION OF CERTAIN DATA
PURSUANT TO D. 21- 09-020**

I, Erin Brooks, declare as follows:

1. I am the Director of Customer Energy Solutions for Southern California Gas Company (“SoCalGas”). I have been delegated authority to sign this declaration by Don Widjaja, Vice President of Customer Services. I have reviewed the response documents regarding the relevant Assigned Commissioner’s Ruling in Rulemaking 24-09-012 which was issued on April 18, 2025. I am personally familiar with the facts and representations in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or belief. I make this Declaration in support of Joint Motion for Leave to File Under Seal Specifically Identified Portions of Their Responses to the April 18, 2025, Assigned Commissioner’s Ruling Requiring Submission of Mapping Data for Compliance with SB 1221 Maps. I have personal knowledge of all matters referred to herein and, if called upon to testify, I could and would competently testify thereto.

2. I hereby provide this Declaration in accordance with Decision (“D.”) 21- 09-020 and General Order (“GO”) 66-D Revision 2 to demonstrate that the confidential information (“Protected Information”) provided in the documents compiled in web data layer, *Potential and Foreseeable Gas Distribution Pipeline Replacement Project (Confidential)* submitted concurrently herewith, is within the scope of data protected as confidential under applicable law as stated in Appendix A to this declaration.

3. In accordance with the legal authority described herein, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 30th day of June 2025, at Los Angeles, California.

A handwritten signature in black ink, appearing to read "Erin Brooks". The signature is written in a cursive, flowing style.

Erin Brooks
Director of Customer Energy Solutions

DECLARATION OF ERIN BROOKS

APPENDIX A

Location of Data	Applicable Confidentiality Provisions	Basis for Confidentiality
The information within the confidential URL: <i>Potential and Foreseeable Gas Distribution Pipeline Replacement Project (Confidential)</i>	California Public Records Act (CPRA) Exemption, Gov't Code § 7927.705 ("Records, the disclosure of which is exempted or prohibited pursuant to federal or state law"); D.97-10-031; D.11-07-056; D.12-08-045; D.14-05-016 (Customer contact information is considered confidential to protect privacy rights in the absence of express consent or upon a CPUC order or law.)	The geospatial linear locations of pipeline segments and facilities also identify the adjacent addresses of properties and property owners whose identity as utility customers can reasonably be inferred from the location, which must be maintained as confidential in order to avoid violating of the privacy and confidentiality of such customer-specific information. Longstanding privacy principles have endorsed the use of data minimization – in particular, the aggregation and/or anonymization of customers' personal data.

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

**DECLARATION OF JESSE KOLB
REGARDING CONFIDENTIALITY DESIGNATION OF CERTAIN DATA
PURSUANT TO D. 21- 09-020**

I, Jesse Kolb, declare as follows:

1. I am Manager of Business Services Support designated, by Dana Golan, Vice President of Customer Services, in the Customer Services department for San Diego Gas & Electric Company (“SDG&E”). I have been delegated authority to sign this declaration by Dana Golan. I have reviewed the response documents regarding the relevant Assigned Commissioner’s Ruling in Rulemaking 24-09-012 which was issued on April 18, 2025. I make this Declaration in support of Joint Motion for Leave to File Under Seal Specifically Identified Portions of Their Responses to the April 18, 2025, Assigned Commissioner’s Ruling Requiring Submission of Mapping Data for Compliance with SB 1221 Maps. I am personally familiar with the facts and representations in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or belief.

2. I hereby provide this Declaration in accordance with Decision (“D.”) 21- 09-020 and General Order (“GO”) 66-D Revision 2 to demonstrate that the confidential information (“Protected Information”) provided in the documents compiled in web data layer, *Potential and Foreseeable Gas Distribution Pipeline Replacement Project (Confidential)* submitted concurrently herewith, is within the scope of data protected as confidential under applicable law as stated in Appendix A to this declaration.

3. In accordance with the legal authority described herein, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct to the best of my knowledge.

Executed this 27th day of June 2025, at San Diego, California.

/s/ Jesse Kolb
Jesse Kolb
Manager of Business Services Support

DECLARATION OF JESSE KOLB

APPENDIX A

Location of Data	Applicable Confidentiality Provisions	Basis for Confidentiality
<p>The information within the confidential URL:</p> <p><i>Potential and Foreseeable Gas Distribution Pipeline Replacement Project (Confidential)</i></p>	<p>California Public Records Act (CPRA) Exemption, Gov't Code § 7927.705 ("Records, the disclosure of which is exempted or prohibited pursuant to federal or state law"):</p> <p>D.97-10-031; D.11-07-056; D.12-08-045; D.14-05-016 (Customer contact information is considered confidential to protect privacy rights in the absence of express consent or upon a CPUC order or law.)</p>	<p>The geospatial linear locations of pipeline segments and facilities also identify the adjacent addresses of properties and property owners whose identity as utility customers can reasonably be inferred from the location, which must be maintained as confidential in order to avoid violating of the privacy and confidentiality of such customer-specific information.</p> <p>Longstanding privacy principles have endorsed the use of data minimization – in particular, the aggregation and/or anonymization of customers' personal data.</p>

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

**DECLARATION SUPPORTING CONFIDENTIAL DESIGNATION
ON BEHALF OF
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)**

1. I, William Hilton III, Gas Operations Support of Pacific Gas and Electric Company (“PG&E”), a California corporation. Austin Hastings, the Vice President, Gas Engineering of PG&E, delegated authority to me to sign this declaration. My business office is located at:

Pacific Gas and Electric Company
6121 Bollinger Canyon Road
Mailstop BR1Z3E
San Ramon, CA 94583

2. PG&E will produce the information identified in Paragraph 3 of this Declaration to the California Public Utilities Commission (“CPUC”) or departments within or contractors retained by the CPUC in response to a CPUC audit, data request, proceeding, or other CPUC request.
- Name or Docket No. of CPUC Proceeding (if applicable): R.24-09-012.

3. Title and description of document(s):

Title	Description
CONFIDENTIAL SB 1221 Zonal Decarbonization Map Application - Pacific Gas and Electric Company	Geospatial System Data

4. These documents contain confidential information that, based on my information and belief, has not been publicly disclosed. These documents have been marked as confidential, and the basis for confidential treatment and where the confidential information is located on the documents are identified on the following chart:

Check	Basis for Confidential Treatment	Where Confidential Information is Located on the Documents
<input checked="" type="checkbox"/>	<p>Customer-specific data, which may include demand, loads, names, addresses, and billing data.</p> <p>(Protected under Pub. Util. Code § 8380; Civ. Code §§ 1798 <i>et seq.</i>; CPUC Decisions (D.) 14-05-016)</p>	<p>Confidential information is located within the entirety of the following data layer:</p> <p><i>CONFIDENTIAL</i> <i>ForeseeableGasProject</i></p>
<input type="checkbox"/>	<p>Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver's license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual.</p> <p>(Protected under Civ. Code §§ 1798 <i>et seq.</i>; Gov. Code § 7927.400; 42 U.S.C. § 1320d-6; General Order (G.O.) 77-M; see also CPUC D. 04-08-055, 06-12-029)</p>	
<input checked="" type="checkbox"/>	<p>Physical facility, cyber-security sensitive, or critical infrastructure data, including without limitation critical energy infrastructure information (CEII) as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113 and/or General Order 66-D ("The subject information: (1) is not customarily in the public domain by providing a declaration in compliance with Section 3.2(c) stating that the subject information is not related to the location of a physical structure that is visible with the naked eye or is available publicly online or in print; and (2) the subject information either: could allow a bad actor to attack, compromise or incapacitate physically or electronically a facility providing critical utility service; or discusses vulnerabilities of a facility providing critical utility service").</p> <p>(Protected under Gov. Code § 7927.705, 7929.205; 6 U.S.C. § 671; 6 CFR § 29.2)</p>	<p>Confidential information is located within the entirety of the following data layer:</p> <p><i>CONFIDENTIAL</i> <i>ForeseeableGasProject</i></p>
<input type="checkbox"/>	<p>Proprietary and trade secret information or other intellectual property and protected market sensitive/competitive data.</p> <p>(Protected under Civ. Code §§ 3426 <i>et seq.</i>; Gov. Code §§ 7927.300, 7927.705, 7929.420, 7927.605, 7930.205; Evid. Code § 1060; CPUC D.11-01-036)</p>	

<input type="checkbox"/>	<p>Corporate financial records.</p> <p>(Protected under Gov. Code §§ 7927.705, 7927.605)</p>	
<input type="checkbox"/>	<p>Third-Party information subject to non-disclosure or confidentiality agreements or obligations.</p> <p>(Protected under Gov. Code § 7927.705; see, e.g., CPUC D.11-01-036)</p>	
<input checked="" type="checkbox"/>	<p>Other categories where disclosure would be against the public interest.</p> <p>(Gov. Code § 7922.000)</p> <p>These geospatial linear locations of pipeline segments and facilities identify foreseeable pipeline replacement projects at a specific location less aggregated than census tracts or zip codes. The public, non-confidential availability of the geospatial linear location of these facilities would violate physical security and safety requirements for protecting against terrorist, sabotage or criminal acts which could damage such facilities and/or expose the general public to severe personal injury and damage. These requirements to avoid terrorist, sabotage and criminal acts outweigh any public interest in disclosing such critical energy infrastructure information.</p> <p>The geospatial linear locations of pipeline segments and facilities also identify the adjacent addresses of properties and property owners whose identity as PG&E customers can reasonably be inferred from the location, which must be maintained as confidential in order to avoid violating of the privacy and confidentiality of such PG&E customer-specific information. Longstanding privacy policies have endorsed the use of data minimization – in particular, the aggregation and/or anonymization of customers’ personal data.</p>	<p>Confidential information is located within the entirety of the following data layer:</p> <p><i>CONFIDENTIAL</i> <i>ForeseeableGasProject</i></p>

Aggregation and/or anonymization rules protect customer privacy, and outweigh any public interest in disclosing such customer specific data without customer consent.

5. The importance of maintaining the confidentiality of this information outweighs any public interest in disclosure of this information. This information should be exempt from the public disclosure requirements under the Public Records Act and should be withheld from disclosure.
6. I declare under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.
7. Executed on this 23rd day of June, 2025 at San Ramon, California.

William Hilton III	Digitally signed by William Hilton III Date: 2025.06.23 16:19:21 -07'00'
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William Hilton III,
Supervisor, Gas Operations Support
Pacific Gas and Electric Company

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

**DECLARATION OF LUCAS THORNTON
REGARDING CONFIDENTIALITY DESIGNATION OF CERTAIN DATA**

I, Lucas Thornton, declare as follows:

1. I am the Manager/GIS Staff for Southwest Gas Corporation (“Southwest Gas”). I have been delegated authority to sign this declaration by Kevin M. Lang, Vice President Engineering Staff. I have reviewed the customer related confidential information included within the response documents regarding the relevant Assigned Commissioner’s Ruling in Rulemaking 24-09-012 which was issued on April 18, 2025. I am personally familiar with the facts and representations in this Declaration and, if called upon to testify, I could and would testify to the following based upon my personal knowledge and/or belief. I make this Declaration in support of Joint Motion for Leave to File Under Seal Specifically Identified Portions of Their Responses to the April 19, 2025, Assigned Commissioner’s Ruling Requiring Submission of Mapping Data for Compliance with SB 1221 Maps. I have personal knowledge of all matters referred to herein and, if called upon to testify, I could and would competently testify thereto.
2. I hereby provide this Declaration in accordance with Decision (“D.”) 21- 09-020 and General Order (“GO”) 66-D Revision 2 to demonstrate that the confidential information (“Protected Information”) provided in the documents compiled in web data layer, *Foreseeable and Potential Gas Distribution Pipeline Replacement Project (Confidential)* submitted concurrently herewith, is within the scope of data protected as confidential under applicable law as stated in Appendix A to this declaration.
3. In accordance with the legal authority described herein, the Protected Information should be protected from public disclosure.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 1st day of July 2025, at Las Vegas, Nevada.

A handwritten signature in black ink, appearing to read "Lucas Thornton". The signature is fluid and cursive, with the first name "Lucas" and last name "Thornton" clearly distinguishable.

Lucas Thornton
Manager/GIS Staff

APPENDIX A
DECLARATION OF LUCAS THORNTON
REGARDING CONFIDENTIALITY DESIGNATION OF CERTAIN DATA

Location of Data	Applicable Confidentiality Provisions	Basis for Confidentiality
<p>The information within the confidential URLs: https://sb1221-swgas.hub.arcgis.com/</p>	<p>CPRA Exemption, Gov’t Code § 6254(k) (“Records, the disclosure of which is exempted or prohibited pursuant to federal or state law”)</p> <ul style="list-style-type: none"> • 18 CFR § 388.113(c) • FERC Order Nos. 630, 643, 649, 662, 683, and 702 (defining CEII) • FERC Order 833 (including amendments to the CEII regulations, required by The FAST Act) • Critical Energy Infrastructure Information, 68 Fed. Reg. 9857, 9862 (Dep’t of Energy Mar. 3, 2003) (final rule) (listing what gas information qualifies as CEII) • FERC’s Guidelines for Filing Critical Energy/Electric Infrastructure Information, (Feb. 21, 2017), <i>available at</i> https://www.ferc.gov/resources/guides/filing-guide/file-ceii/ceii-guidelines/guidelines.pdf <ul style="list-style-type: none"> ○ Exhibits G, G-1, G-II of pipeline certificate applications. 18 CFR § 157.14 ○ Exhibit V of abandonment applications. 18 CFR § 157.18 ○ FERC Form 567. 18 CFR § 260.8 	<p>It is Southwest Gas’ practice to designate certain data as confidential because this data is similar to data protected by CEII regulations and, if made publicly available, could potentially present a risk to pipeline safety and critical infrastructure or utility service.</p> <p>Mapping products integrated with supplementary information including physical attributes or infrastructure could be used by a bad actor to determine the vulnerabilities of the gas delivery network and attack, compromise or incapacitate a critical facility. Due to the critical nature of these attributes, they have been identified by PHMSA as restricted attributes available only to government officials.</p> <p><u>Detailed Project Descriptions</u>: This information could include discussion of building expansions and upgrades and other data that might disclose market-sensitive information, providing a competitive advantage to other businesses. If this information was released it could pose negative financial impacts which could be detrimental to the customer, or pose a security threat by revealing utilities’ strategies and plans to recover from a disaster.</p> <p>The public interest in non-disclosure of this information outweighs the public interest in disclosure. As discussed above, disclosure of this information may provide a bad actor with data for the planning of a physical or electronic attack on critical gas system infrastructure and may also lead to speculation in the energy markets potentially detrimental to consumers and the public at large. These public interests in non-disclosure are greater than the public’s interest in disclosure.</p>

	<ul style="list-style-type: none"> • CPUC Res. L-436, at 8 (stating CPUC will “refrain from making available to the public detailed maps and schematic diagrams showing the location of specific utility regulator stations, valves, and similar facilities”) • Cal. Pub. Util. Code § 364(d) • PHMSA Guidelines, 81 Fed. Reg. 40575, 40764 (June 22, 2016) <p>CPRA Exemption, Gov’t Code § 6254(ab) (Critical Infrastructure Information)</p> <p>CPRA Exemption, Gov’t Code § 6255(a) (Balancing Test)</p> <p>CPRA Exemption, Gov’t Code § 6254.7(d) (Trade Secrets)²</p> <p>CPRA Exemption, Gov’t Code § 6254(k) (“Records, the disclosure of which is exempted or prohibited pursuant to federal or state law”)</p> <ul style="list-style-type: none"> • Cal. Evid. Code § 1060 • Cal. Civil Code §§ 3426 <i>et seq.</i> (relating to trade secrets)³ • <i>TMX Funding Inc. v. Impero Technologies, Inc.</i>, 2010 WL 2745484 at *4 (N.D. Cal. 2010) (defining trade secret in an injunction to include “business plans and strategies”) • <i>Whyte v. Schlage Lock Co.</i>, 101 Cal. App. 4th 1443, 1453, 1456 (2002) (giving a list of what may 	
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be trade secret and holding that “[t]he ultimate determination of trade secret status is subject to proof presented at trial”)

- *Morton v. Rank America, Inc.*, 812 F. Supp. 1062, 1073 (1993) (denying motion to dismiss because “actual or probable income, expenses and capital needs of [a company], the financial, operational, marketing and other business strategies and methods” could constitute trade secret)
- 5 U.S.C. § 552(b)(4) (Exemption 4 of FOIA protecting “trade secrets and commercial or financial information obtained from a person and privileged or confidential”)

<p>The information within the confidential URL: https://sb1221-swgas.hub.arcgis.com/</p>	<p>California Public Records Act (CPRA) Exemption, Gov't Code § 7927.705 ("Records, the disclosure of which is exempted or prohibited pursuant to federal or state law"):</p> <ul style="list-style-type: none"> • Cal. Civil Code § 1798.21 (requiring agencies to "ensure the security and confidentiality of" personal data) • Cal. Civil Code § 1798.81.5(b) ("business that owns, licenses, or maintains personal information about a California resident shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure.") • Cal. Civil Code § 1798.24 (limiting disclosure of personal information) • Cal. Civil Code §§ 1798.80 <i>et seq.</i> (process for protecting customer records) • Cal. Civil Code § 1798.81.5 (security procedures and practices with respect to personal information about California residents) • <i>Britt v. Superior Court</i>, 20 Cal. 3d 844, 855-856 (1978) (even highly relevant information may be shielded from discovery if its disclosure would impair a person's inalienable right of privacy provided by the California Constitution) • <i>Valley Bank of Nev. v. Superior Court</i>, 15 Cal.3d 652, 658 (1975) (Financial information is protected – especially of non-parties) • D.06-12-029, Appendix 3 (Affiliate Transaction Rules), p. 9 ("A utility shall provide customer information to its affiliates and unaffiliated entities on a strictly non-discriminatory basis, and only with prior affirmative customer written consent.") 	<p>Contain personally identifiable customer information for which confidential treatment is sought or information that can lead to the identification of the customer.</p> <p>If publicly disclosed, such personal information could pose a risk of fraud, identity theft, or other personal, commercial, or financial damage to customers.</p>
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	<p>CPRA Exemption, Gov't Code § 7927.700 (“disclosure of which would constitute an unwarranted invasion of personal privacy”)</p> <p>D.97-10-031; D.11-07-056; D.12-08-045; D.14-05-016 (Customer contact information is considered confidential to protect privacy rights in the absence of express consent or upon a CPUC order or law.)</p>	
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ATTACHMENT C

Form Non-Disclosure Agreement

SENATE BILL 1221 MAPPING NONDISCLOSURE AGREEMENT

This Senate Bill 1221 Mapping Nondisclosure Agreement (“Agreement”), dated and effective as of [insert date] (“Effective Date”), is entered into by and between [insert Utility name] (“Utility”) and [insert legal name of Receiving Party] (“Receiving Party”) pursuant to the Ruling (as defined below in Recital A) requiring Utility to disclose certain confidential information as specified therein. Receiving Party and Utility are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

- A. On April 18, 2025, pursuant to Rulemaking (“R.”) 24-09-012, the California Public Utilities Commission issued Assigned Commissioner’s Ruling Issuing Senate Bill 1221 Mapping Directions to Utilities (“Ruling”), which, among other things, required that Utility make available the Confidential Information (as defined below in Section 1.a.) to certain parties, subject to such parties executing a non-disclosure agreement in the form of this Agreement and otherwise in accordance with and subject to the requirements of the Ruling.
- B. Receiving Party, an interested party participating in R.24-09-012, has requested that Utility provide or make available the Confidential Information to Receiving Party, and Utility is willing to disclose to Receiving Party the Confidential Information, all in accordance with and subject to the requirements of the Ruling and the terms of this Agreement.

NOW, THEREFORE, each Party, intending to be legally bound, hereby agrees as follows:

- 1. Certain Definitions. As used in this Agreement:
 - a. “Confidential Information” means Utility’s confidential or proprietary map(s) or any part thereof, in any tangible form, delineating the information required by Public Utilities Code Section 661(a)(1), it being understood that such information may include critical energy infrastructure information and/or critical infrastructure (as such terms are defined in 18 C.F.R. §388.113(c)), personally identifiable information or other confidential information as defined in California Public Utilities Code Sections 394, 454.5(g) and 8380, California Civil Code Sections 654- 655, 1798 et seq., and 3426- 3426.11, and personal privacy principles. Information satisfying the foregoing shall be Confidential Information whether or not prepared in connection with the Ruling or the Purpose. Confidential Information shall not include information: (i) known to Receiving Party prior to obtaining same from Utility; (ii) in the public domain at the time of disclosure by Utility; (iii) lawfully obtained by Receiving Party from a third party who did not receive the same, directly or indirectly, from Utility; (iv) independently developed by an individual or entity that had no access to the Confidential Information; or (v) approved for release by prior written authorization of an authorized officer of Utility. Receiving Party shall, to the extent it claims that any of the foregoing exceptions apply, have the burden of proof to establish such applicability.

- b. “Non-Disclosure Certificate” means the certificate, the form of which is attached hereto as Attachment 1, by which those who may be granted access to the Confidential Information shall certify their understanding that such access to Confidential Information is provided or made available pursuant to the terms of this Agreement, and that they have read this Agreement and agree to be bound by it.
 - c. “Representative” means a director, officer, employee, consultant, agent, or legal counsel of Receiving Party who has (a) a direct need to access the Confidential Information solely as part of the Purpose (as defined below in Section 2), and (b) signed a Non-Disclosure Certificate.
 - d. “Security” means the industry standards and techniques, both physical and logical, to ensure that the Confidential Information will not be compromised and will be kept secure. The term Security includes, without limitation, Receiving Party demonstrating to Utility’s satisfaction, including providing documentation evidencing, that Receiving Party has (a) a formal information security policy, (b) a disaster recovery policy, (c) password protected workstations at each of Receiving Party’s and each of its Representative’s premises, (d) a policy on third-party assurance auditing, (e) a policy on penetration testing, and (f) encryption of Confidential Information as specified in Attachment 2 hereto.
2. Limited Use; Nondisclosure. Receiving Party agrees as follows: (a) it shall use the Confidential Information solely as required and necessary for Receiving Party’s participation as an interested party in R.24-09-012 for Senate Bill (“SB”) 1221 planning and implementation purposes (“Purpose”), and for no other purpose; (b) except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information; (c) without limiting the generality of the foregoing, Receiving Party shall not disclose the Confidential Information to any third party; (d) no Representative shall inspect, participate in discussions regarding, or otherwise be granted access to, the Confidential Information unless and until such Representative has first completed and executed a Non-Disclosure Certificate and, at Utility’s request, delivered a copy of the same to Utility; (e) Receiving Party shall be responsible for any breach of this Agreement by its Representatives; and (f) Receiving Party shall implement and maintain Security procedures and practices in accordance with Attachment 2 hereto to protect the Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and to prohibit the use of the Confidential Information for any purpose other than the Purpose.
3. Indemnification. To the maximum extent permitted by applicable law, Receiving Party shall indemnify, defend, and hold harmless Utility and its affiliates and its and their respective officers, directors, employees, agents, advisors, contractors, successors, and assigns from and against any and all loss, liability, cost, and expense, including, without limitation, reasonable attorneys’ fees, incurred by Utility by reason of any and all third-party claims, demands, suits, and proceedings made or brought against Utility related to, arising out of, or in connection with this Agreement, including, without limitation, Utility providing or making available the Confidential Information to Receiving Party and/or a breach by Receiving Party of its obligations under this Agreement.

4. Representations. Each individual executing this Agreement represents and warrants that (a) he or she is authorized to execute and deliver this Agreement on behalf of his or her Party, and that this Agreement is binding upon such Party in accordance with its terms; (b) each Party is a validly existing business entity in good standing under the laws of the state in which it is organized (and in the state of California, if different), and has the full right, power and authority to conduct its business and execute and deliver this Agreement in accordance with its terms, and (b) the execution, delivery, and performance of this Agreement has been authorized by all requisite action of such Party, and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms. Receiving Party hereby further represents and warrants that, on the Effective Date, it is an interested party participating in R.24-09-012.
5. Court or Administrative Order. Notwithstanding the provisions of Section 2 above, if Receiving Party concludes it is legally compelled (as determined by the written advice of legal counsel) by deposition, interrogatory, subpoena, the California Public Records Act (“PRA”) if Receiving Party is subject thereto, civil investigative demand, or other governmental or regulatory requirement applicable to Receiving Party, to disclose Confidential Information, Receiving Party shall provide Utility with prompt notice of each such request, demand, or order and cooperate in good faith with Utility such that Utility has the opportunity to establish the legal and factual basis that such requested information is exempted from disclosure, including, if applicable, under the PRA. Such notice must include, without limitation, identification of the information to be disclosed and a copy of the demand, order, or request. Receiving Party will disclose only such information as is legally required based on written advice of legal counsel. Receiving Party will cooperate with Utility to obtain confidential treatment for any Confidential Information that is so disclosed. To the fullest extent permitted by applicable law, Receiving Party will continue to protect as confidential and proprietary all Confidential Information disclosed in response to a written court order, subpoena, or regulation or process of law. If Receiving Party is subject to the PRA, Receiving Party understands, agrees, and acknowledges that certain categories of confidential information are exempt from disclosure under the PRA, including, without limitation, under Government Code Sections 7922.000, 7927.705, and 7929.205; Evid. Code Sec. 1060; Cal Civil Code Sections 3426 et. seq.; and the Homeland Security Act of 2002, Pub. L. No. 107–296, 116 Stat. 2135 (2002).
6. Document Retention. At any time upon Utility’s request and, in any event, upon the earlier of the expiration or early termination of this Agreement and when the Confidential Information is no longer necessary for the Purpose (including, without limitation, when Receiving Party is no longer an interested party participating in R.24-09-012), Receiving Party shall promptly deliver to Utility or destroy (with such destruction to be certified to Utility) all portions of documents (and all copies thereof, however stored) furnished to or prepared by Receiving Party and/or its Representatives that contain or are based on or derived from Confidential Information and all other portions of documents in Receiving Party’s possession that contain or that are based on or derived from Confidential Information (to the extent so derived). Notwithstanding the foregoing, Receiving Party will not be required to return or destroy Confidential Information that has been created solely by Receiving Party’s automatic archiving and back-up procedures, but only to the extent created and retained in a manner consistent with

such procedures and not for any other purpose, and *provided* that such automatically archived or backed-up copies will be subject to the confidentiality provisions of this Section.

7. Term; Survival. The term of this Agreement shall commence on the Effective Date and, notwithstanding the return or destruction of all or any part of the Confidential Information, shall continue through December 31, 2030 unless sooner terminated upon the mutual agreement of the Parties in writing; *provided* that the term for the obligations, restrictions, and rights to enforce the same for the Confidential Information shall be perpetual.
8. Assignment. Receiving Party shall not permit this Agreement or any of its rights or obligations hereunder to be assigned or delegated voluntarily, involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner, without Utility's prior written consent, and any attempted assignment without such consent will be null and void.
9. Remedies. Receiving Party acknowledges that the Confidential Information is valuable and unique and that damages would be an inadequate remedy for breach of this Agreement, and the obligations of Receiving Party and its Representatives are specifically enforceable. Accordingly, Receiving Party agrees that in the event of a breach or threatened breach of this Agreement by Receiving Party, Utility shall be entitled to seek an injunction limiting or preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.
10. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to Receiving Party, by license or otherwise, to any of the Confidential Information, except as specifically stated in this Agreement.
11. No Warranties; Limitation on Liability. Receiving Party acknowledges and agrees that **Utility makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and that Utility shall have no liability relating to, arising from, or in connection with the use of the Confidential Information or for any errors therein or omissions therefrom. To the maximum extent permitted under applicable law, Receiving Party waives any right to recover, and agrees that Utility shall not be liable for, any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, loss of profits, loss of use, loss of data, or business interruption), arising out of, relating to, or in connection with this Agreement or the use or disclosure of the Confidential Information, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if Utility has been advised of the possibility of such damages.**
12. No Waiver. No failure or delay by Utility in exercising any right, power, or privilege available hereunder or under applicable law shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof of any other such right, power, or privilege.

13. Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and may be amended only in writing signed by both Parties. This Agreement supersedes any previous confidentiality or nondisclosure agreement or contractual provisions between the Parties to the extent they relate to the subject matter hereof. This Agreement may be executed by the Parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original counterpart of this Agreement.
14. Governing Law; Venue and Jurisdiction. The formation, interpretation and performance of this Agreement shall be governed by the internal laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. In the event of any litigation to enforce or interpret any terms of this Agreement, the Parties agree that such action will be brought in the Superior Court of the County of [insert location], California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the [insert location] District of California), and the Parties hereby submit to the exclusive jurisdiction of such courts.
15. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party all costs, expenses (including expert testimony) and reasonable attorneys' fees, including, without limitation, allocated costs and fees of in-house counsel, incurred therein by the prevailing Party.
16. Notices. Any notice, request, claim, demand, or other communication between the Parties required or permitted by this Agreement, or otherwise made in connection with this Agreement must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if transmitted by national overnight courier to a physical address (not a PO Box), with confirmation of delivery; or (c) upon transmission if sent by electronic mail, *provided* that the sender shall also either send a hard copy of the notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the notice from the recipient. In each of the foregoing cases, notice must be addressed as follows (or at such other address for a Party as specified in a notice given in accordance with this Section):

If to Utility:

<div>[] [] []</div> <div>Attention: [] Email: []</div>	<div>With a copy to: [] [] []</div> <div>Attention: [] Email: []</div>
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If to Receiving Party:

<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>Attention: [REDACTED]</div> <div>Email: [REDACTED]</div>	<div>With a copy to:</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>Attention: [REDACTED]</div> <div>Email: [REDACTED]</div>
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These addresses may be changed by written notice to the other Party, *provided* that no notice of a change of address shall be effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

17. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

[insert full legal name of Receiving Party]

[insert Utility name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to SB 1221 Mapping Nondisclosure Agreement
NON-DISCLOSURE CERTIFICATE

I, the undersigned, hereby certify that:

1. I am a Representative (as defined in the NDA) of [insert Receiving Party's legal name] ("Receiving Party");
2. I understand that access to the Confidential Information (as defined in the NDA) will be provided or made available to me pursuant to the terms and restrictions of the Ruling (as defined in the NDA) and that certain SB 1221 Mapping Nondisclosure Agreement, dated and effective [specify date set forth in introductory paragraph of NDA], by and between [specify Utility's legal name] and Receiving Party ("NDA");
3. I have been given a copy of and have read and understand the NDA, and I agree to be bound by the NDA and all of its terms and restrictions in my capacity as a Representative; and
4. I shall not disclose or make available (other than in strict accordance with the NDA) to anyone the contents of the Confidential Information or any other form of information that copies or discloses the Confidential Information.

Printed Name: _____

Signed: _____

Title: _____

Organization: _____

Date: _____

[End of Attachment 1]

Attachment 2 to SB 1221 Mapping Nondisclosure Agreement
SECURITY REQUIREMENTS

Security Requirements. Throughout the duration of Receiving Party's or any Representative's access to or retention of the Confidential Information ("Retention Period"), Receiving Party shall be and remain in compliance with the Security requirements. In furtherance of the foregoing and Section 2(f) of the body of this Agreement, Receiving Party agrees as follows:

1. Receiving Party shall identify where shared resources are utilized within its architecture by other entities and the security controls implemented to protect Confidential Information from access by unauthorized users and third parties;
2. Any breach or any other security incident, internal or external, that compromised the Confidential Information must be reported to Utility within 72 hours after Receiving Party's initial knowledge thereof, followed by periodic status updates to describe actions being taken to mitigate damage and otherwise respond, with such updates occurring no more than 72 hours after Receiving Party's initial notification. Receiving Party shall provide the initial notification and each subsequent update to **[for SDG&E and SoCalGas, insert: the Sempra Energy Security Operations Center at SOC@sempra.com or 858-613-3278] [for PG&E, insert: []] [for Southwest Gas, insert: []]**.
3. To protect the Confidential Information, Receiving Party systems shall use cryptographic controls that satisfy the requirements of FIPS 197 such that the Confidential Information is rendered inaccessible by an unauthorized user;
4. Receiving Party shall provide the necessary Security to meet all applicable laws and regulatory requirements for storing, processing, and transmitting the Confidential Information;
5. In the event of a suspected or actual breach or compromise involving the Receiving Party's infrastructure, Utility may, in its sole discretion, block or restrict any or all methods and sources of Utility's access, including, without limitation, communication, connectivity, and integrations (collectively, "Right to Block"). Notwithstanding any other Utility requirement or obligation in this Agreement, if Utility exercises its Right to Block, Utility shall have no liability to Receiving Party arising out of, in connection with, or relating in any manner thereto;
6. Upon Utility's request at any time during the Retention Period, Receiving Party shall demonstrate to Utility's satisfaction that it is in compliance with the Security requirements described in this Agreement or as otherwise required by Utility in its reasonable discretion from time to time; and
7. Without limiting Receiving Party's obligations set forth in this Attachment, Receiving Party shall (a) demonstrate to Utility's satisfaction that it has implemented, prior to being provided with access to the Confidential Information, and (b) maintain during the Retention Period, in each case, Security procedures, practices, safeguards, and controls commensurate to assure that Confidential Information is only accessed by Receiving Party and its Representatives for the Purpose, and to safeguard against the unauthorized access, destruction, use, alteration, or

disclosure of the Confidential Information. Such Security procedures, practices, safeguards, and controls shall include, without limitation, restriction of physical access to the Confidential Information, implementation of logical access controls, sanitization or destruction of media (including, without limitation, hard drives), and establishment of an information security program.

[End of Attachment 2]