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President Marybel Batjer
Office of the President of the California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: *Response of SoCalGas Pursuant to October 7, 2019 Motion to Compel Further Responses from Southern California Gas Company to Data Request – CalAdvocates – SC – SCG-2019-05 (Not in a Proceeding)*

Dear President Batjer:

Pursuant to Rule 11.3 of the Rules of Practice and Procedure (“Rules”) of the California Public Utilities Commission (“Commission”), Southern California Gas Company (“SoCalGas”) hereby timely responds to the Public Advocates Office’s (“Cal Advocates”) Motion to Compel Further Responses from Southern California Gas Company to Data Request – CalAdvocates-SC-SCG-2019-05 (“Motion”).

Cal Advocates’ Motion seeks an order from the President of the Commission to compel SoCalGas to produce all contracts (and contract amendments) associated with a Work Order Authorization (“WOA”) that created the 100 percent shareholder funded Balancing Energy Internal Order (“IO”). Cal Advocates’ data request was served outside of any active proceeding pursuant to Public Utilities Code (“Pub. Util. Code”) §§ 309.5(e) and 314. Cal Advocates asserts that it has broad discovery authority under Pub. Util. Code §§ 309.5(e) and 314 and that broad discovery authority requires SoCalGas to produce contracts that are entirely funded by its shareholders. Contrary to Cal Advocates’ assertions, Cal Advocates does not have unfettered access to SoCalGas’ shareholder documents. The plain language of Pub. Util. Code §§ 309.5(e) and 314 makes clear that there are limitations on Cal Advocates’ discovery authority. Here, Cal Advocates has exceeded that authority.

First, Cal Advocates has not been delegated authority by the Commission under Pub. Util. Code § 314 in order to invoke the statutory rights under said code section.

Second, while Cal Advocates’ discovery authority is broad under Pub. Util. Code § 309.5(e) – it is not unfettered. Cal Advocates’ discovery authority is limited to information “necessary to perform its duties.”¹ Here, Cal Advocates has failed to clearly articulate how

¹ Pub. Util. Code § 309.5(e).

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SoCalGas' 100 percent shareholder contracts are necessary for Cal Advocates to perform its statutory duties.

Third, to permit Cal Advocates to inspect shareholder information and documents whenever it so pleases without requiring a showing that the information and document is necessary for Cal Advocates to perform its statutory duties as required by Pub. Util. Code § 309.5(e) could have negative consequences on a utility's constitutionally-protected rights including its First Amendment right to free speech.²

Finally, Cal Advocates failure to meet and confer in good faith pursuant to Commission's Rule of Practice and Procedure, Rule 11.3(a) and shifting theories for needing SoCalGas' 100 percent shareholder contracts deprives SoCalGas of adequate due process.

I. BACKGROUND

Cal Advocates asserts that it "is currently investigating SoCalGas' funding of political lobbying activities, including, among other things, whether and to what extent ratepayer money was used to found and support Californians for Balance Energy Solutions (C4BES)."³ This investigation was initiated based on activity in the Building Decarbonization Rulemaking (R.19-01-011). Cal Advocates alleges that in furtherance of its investigation, Cal Advocates served a series of data requests outside of any active proceeding. The information related to the prior series of data requests are detailed in Cal Advocates' prior motion to compel, SoCalGas' response, and Cal Advocates' reply.⁴

The data request that is the subject of this Motion demands that SoCalGas "[p]rovide all contracts (and contract amendments) covered by the [Work Order Authorization] which created the BALANCED ENERGY IO." An IO is a tool that can be used to track costs associated with particular departments, projects, initiatives, etc. It provides capabilities for planning, monitoring,

² It may also violate SoCalGas' Fourth Amendment rights as the demand for 100 percent shareholder contracts exceeds Cal Advocates' statutory authority. Courts have held that "commercial privacy interests" are protected under the Fourth Amendment, and that a government agency infringes such rights if its investigation exceeds the agency authority. *See v. City of Seattle*, 387 U.S. 541, 544 (1967) (recognizing Fourth Amendment protections for commercial privacy rights); *Brovelli v. Superior Ct. of L.A. Cnty.*, 56 Cal. 2d 524, 529 (1961) (examining whether demand for inspection is "one which the agency demanding production is authorized to make.")

³ Public Advocates Office's Motion to Compel Further Responses from Southern California Gas Company to Data Request – CalAdvocates-SC-SCG-2019-05 (October 7, 2019) ("Motion") at 2.

⁴ See Attachment A, *Cal Advocates Motion to Compel Further Responses from Southern California Gas Company to Data Request - CalAdvocates-SC-SCG-2019-04* (August 14, 2019); Attachment B, *Response of SoCalGas to August 14, 2019 Motion to Compel Further Responses from Southern California Gas Company to Data Request-CalAdvocates-SC-SCG-2019-04* (August 26, 2019); Attachment C, *Reply of the Public Advocates Office to Response of SoCalGas to August 14, 2019 Motion to Compel Further Responses from Southern California Gas Company to Data Request – Cal Advocates-SC-SCG-2019-04 in the Discovery Dispute Between Public Advocates Office and Southern California Gas Company, August 2019 (Not in a Proceeding)* (September 9, 2019).

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and allocation of costs. While all IOs are different, the Balanced Energy IO is a broad IO that provides the mechanism for shareholder funding of work related to promoting and supporting a balanced energy approach to achieving California's environmental goals.

On August 27, 2019, SoCalGas objected to the requests as follows:

SoCalGas objects to this request as seeking information that is outside the statutory authority delegated to the Public Advocates Office by Pub. Util. Code § 309.5. The Balanced Energy IO is shareholder funded, not ratepayer funded. Thus, knowing this information will not assist the Public Advocates Office in performing its statutory duties.

On September 16, 2019, SoCalGas and Cal Advocates met and conferred regarding Question 8. Based on the meet and confer, it was SoCalGas' understanding that the reason Cal Advocates were seeking the contracts was to verify whether the contracts are ratepayer or shareholder funded. SoCalGas explained that the contracts will not have that information and in order to verify the funding source, Cal Advocates will need to understand SoCalGas' accounting process. The parties had a subsequent meet and confer on September 27, 2019 whereby SoCalGas' accounting personnel provided Cal Advocates an overview of SoCalGas' accounting processes and procedures to explain how ratepayer and shareholder costs are tracked and funded. Despite SoCalGas personnel answering Cal Advocates' questions, Cal Advocates continued to demand the production of the contracts.

On October 2, 2019, SoCalGas and Cal Advocates had another meet and confer. SoCalGas explained that the September 27 meet and confer should have adequately explained SoCalGas' accounting processes and procedures in order to clarify how the costs tracked in the Balanced Energy IO are shareholder funded. SoCalGas again explained that seeing the actual contracts will not provide Cal Advocates with information as to how the contracts and associated invoices are funded. SoCalGas requested that Cal Advocates explain how seeing the contracts is necessary to fulfill its statutory duties. Cal Advocates asserted that it is entitled to the documents given its broad authority and did not need to provide SoCalGas with a rationale as to why it needed the documents. After SoCalGas asserted that Cal Advocates are not meeting and conferring in good faith and Cal Advocates' continued refusal to provide the rationale would violate SoCalGas' due process rights, Cal Advocates stated that in addition to determining whether the contracts are shareholder or ratepayer funded, it wanted to review the contracts' scope of work to determine whether SoCalGas' shareholders are taking positions that are inconsistent with State policy.

On October 4, 2019, SoCalGas' regulatory case manager left a voicemail message for Cal Advocates to request further discussions to see if there was a way the parties could bridge the gap pertaining to the request for contracts. Without any further meet and confer, Cal Advocates filed its Motion on October 7, 2019. In its Motion, Cal Advocates states for the first time that it is entitled to these contracts to determine how shareholder funded contracts may have affected ratepayers' interests to achieving a least-cost path to meeting the State's decarbonization goals.

It is important to note that contracts are not specific to a WOA and when materials or services are provided under a contract, invoices would then be paid using appropriate accounting information (e.g. cost centers, internal orders, etc.). A single contract may be utilized by multiple organizations, programs, or initiatives. Accordingly, on October 16, 2019, SoCalGas produced contracts that have services or materials utilized by both the Balanced Energy IO and ratepayer funded accounts.⁵ Since ratepayers have utilized the services or materials under these contracts, these contracts are likely within the purview of Cal Advocates. Even though some of the contracts produced are not within Cal Advocates' stated purpose of their investigation (SoCalGas' funding of political lobbying activities), in the interest of transparency, SoCalGas produced them to Cal Advocates. However, SoCalGas maintains its objections as it relates to contracts that are 100 percent shareholder funded. As such, the only contracts in dispute are the contracts that are 100 percent shareholder funded.

II. DISCUSSION

A. Cal Advocates Has Not Been Delegated the Appropriate Authority Under Pub. Util. Code § 314

Cal Advocates asserts it is entitled to the shareholder information under Pub. Util. Code § 314. Cal Advocates argues that Pub. Util. Code §314 is broad in scope and that Cal Advocates has the same scope of authority as any other member of the Commission staff. SoCalGas agrees that Pub. Util. Code § 314 is broad in scope. SoCalGas also agrees that under certain circumstances Cal Advocates may have the same scope of authority as other members of Commission staff. However, Cal Advocates does not have the same scope of authority as a Commissioner or an officer of the Commission.

According to the clear language of the statute: "Any person, other than a commissioner or an officer of the commission, demanding to make any inspection shall produce, under the hand of seal of the commission, authorization to make the inspection." It is undisputed that Cal Advocates is not a Commissioner. To SoCalGas' knowledge Cal Advocates is also not an officer of the Commission. Therefore, in order to avail itself of the broad discovery rights under Pub. Util. Code § 314, Cal Advocates must be delegated the authority by a Commissioner or an officer of the Commission and "produce, under hand and seal of the commission, authorization to make the inspection."

The Commission has determined that under Pub. Util. Code § 314 "the powers it describes can and ***must be delegated to be effective.***"⁶ The Commission delegates its authority in a variety of contexts and through various means. For example, the Commission has delegated its authority to Commission staff as part of Order Instituting Investigations⁷ and through letters and

⁵ See Attachment D, *E-mail dated October 16, 2019.*

⁶ D.05-06-033, at 41 (emphasis added).

⁷ See Order Instituting Investigation on the Commission's Own Motion to Determine Whether Southern California Gas Company's and Sempra Energy's Organizational Culture and Governance Prioritize Safety (U904G) (issued June 27, 2019) at 14 ("... the Commission hereby confirms that under Pub. Util.

subpoenas signed by an officer of the Commission.⁸ However, SoCalGas is not aware of any delegation of authority to Cal Advocates that pertains to this series of data requests. Cal Advocates has not produced any delegation of authority pursuant to Pub. Util. Code § 314, and therefore, cannot rely on Pub. Util. Code § 314.

B. Cal Advocates' Discovery Rights Under Pub. Util. Code § 309.5(e) Are Not Unfettered

Cal Advocates argues that it has broad discovery authority and is entitled to SoCalGas' shareholder funded contracts under Pub. Util. Code § 309.5(e).⁹ However, the plain language of Section 309.5(e) makes clear that Cal Advocates does not have unlimited rights and authority.

Pub. Util. Code § 309.5(e) provides that "[the] division may compel the production or disclosure of any information that it deems *necessary to perform its duties* from any entity regulated by the commission."¹⁰ It is clear from the language of the statute that Cal Advocates' discovery rights are limited to that information that it deems necessary to perform its duties. Commission decisions have also recognized limitations on Cal Advocates' discovery rights.¹¹ Cal Advocates' duties are defined in Pub. Util. Code § 309.5(a), which states:

There is within the commission an independent Public Advocate's Office of the Public Utilities Commission *to represent and advocate on behalf of the interests of public utility customers* and subscribers within the jurisdiction of the commission. The goal of the office shall be *to obtain the lowest possible rate for service consistent with reliable and safe service levels*. For revenue allocation and rate design matters, the office shall primarily consider the interests of residential and small commercial customers. (Emphasis Added.)

Based on Pub. Util. Code §§ 309.5(e) and 314, Cal Advocates' discovery rights are limited to its statutory duties to represent and advocate on behalf of utility ratepayers and to obtain the lowest possible rate consistent with reliable and safe service. Here, Cal Advocates has failed to clearly articulate how obtaining SoCalGas' 100 percent shareholder funded contracts are necessary for Cal Advocates to perform those statutory duties. Instead Cal Advocates asserts in

Code §§ 313, 314, 314.5, 315, 581, 582, 584, 701, 702, 771, 1794, and 1795, the Commission staff may obtain information from utilities and is already deemed to have the general investigatory authority of the Commission.") available at

<http://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=306870841>.

⁸ D.05-06-033, at 43 (The Commission's Executive Director delegated his authority to the Consumer Protection and Safety Division through letters and subpoenas that he signed.)

⁹ Motion, at 2.

¹⁰ Pub. Util. Code § 309.5(e) (emphasis added).

¹¹ D.07-03-014, at 220 (upholding that plain language of the statute which limited DRA's discovery authority).

a meet and confer, and repeats in the Motion,¹² that it is not required to provide a rationale as to how the contracts are necessary to perform its statutory duties. Cal Advocates improperly attempts to expand its scope of authority contravening the express language of Pub. Util. Code § 309.5(e). It is black letter law in California that when interpreting a statute, “[w]e begin with the plain language of the statute, affording the words of the provision their ordinary and usual meaning and viewing them in their statutory context, because the language employed in the Legislature’s enactment generally is the most reliable indicator of legislative intent.’ The plain meaning controls if there is no ambiguity in the statutory language.”¹³ There is no ambiguity in the statute. It is clear from the plain language of the statute that there are limitations on Cal Advocates’ rights. Cal Advocates cannot simply read out the limitation of the statute to suit its purpose.

Cal Advocates first asserted that the contracts were necessary for it to determine whether ratepayer or shareholder funds were used to fund the contracts. After SoCalGas explained its accounting practices to Cal Advocates describing how ratepayer and shareholder costs are funded and that seeing the actual contracts will not serve that purpose, Cal Advocates expressed an additional reasoning for wanting the contracts -- it needed the contracts to determine whether SoCalGas shareholders are taking positions that are inconsistent with State policy. This reasoning is too general and vague for anyone to determine how the contracts are necessary for Cal Advocates to perform its statutory duties. Permitting Cal Advocates to meet its statutory requirements through such general and vague justifications would obviate the statutory limitation.

In its Motion, Cal Advocates asserts, for the first time, that it needs SoCalGas’ 100 percent shareholder funded contracts to determine how these contracts may have affected ratepayers’ interests to achieving a least-cost path to meeting the State’s decarbonization goals.¹⁴ This reasoning is also vague and ambiguous. Because this reasoning was provided for the first time in the Motion, SoCalGas was not able to meet and confer in order to clarify what Cal Advocates meant by this reasoning.

Cal Advocates has not clearly articulated how obtaining the 100 percent shareholder contracts is necessary to perform its statutory duties. Without this information, the Commission cannot determine whether Cal Advocates is in fact appropriately exercising its authority under Pub. Util. Code § 309.5(e).

C. Permitting Cal Advocates Overly Broad Discovery May Chill SoCalGas’ Shareholders First Amendment Rights

¹² Motion, at 8.

¹³ *Poole v. Orange Cty. Fire Auth.*, 61 Cal. 4th 1378, 1384–85 (2015) citing to *People v. Cornett* 53 Cal.4th 1261, 1265 (2012).

¹⁴ Motion at 8.

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It is clear that utilities are entitled to the full protection of the First Amendment of the United States Constitution.¹⁵ The First Amendment not only protects the right to free speech but also the right to petition. Lobbying the government is a “fully protected” right under the First Amendment.¹⁶ The Ninth Circuit Court of Appeal held that it is unconstitutional when a government official’s actions, even while conducting an investigation, “would chill or silence a person of ordinary fitness from future First Amendment activities.”¹⁷ “It is axiomatic that when the actions of government officials so directly affect citizens’ First Amendment rights, the officials have a duty to take the least intrusive measures necessary to perform their assigned functions.”¹⁸

In *White v. Case*, the Department of Housing and Urban Development (“HUD”) officials were investigating whether a group of individuals that opposed and lobbied against a conversion of a motel into a multi-family housing unit for the homeless engaged in unlawful discriminatory practices.¹⁹ During the course of the investigation, HUD officials took certain actions that the Court deemed to be excessive in breadth including “directing individuals under threat of subpoena to produce all their publications, minutes of relevant meetings, correspondences with other organizations, and the names and address, and telephone numbers of persons who were involved in or had witnessed the alleged discriminatory conduct.”²⁰ The Court found that the breadth of HUD’s investigation and the measures the officials took bore no relationship to the purpose of the investigation.²¹ The Court held that HUD officials’ excessive actions would have chilled or silenced a person of ordinary firmness from engaging in future First Amendment activities.²²

Similarly here, Cal Advocates states in its Motion that it is “currently investigating SoCalGas’ funding of political lobbying activities, including, among other things whether and to what extent ratepayer money was used to found and support Californians for Balanced Energy Solutions (C4BES)”²³ and that its discovery requests are in furtherance of that investigation. Cal Advocates also stated it needed the contracts to determine whether SoCalGas’ shareholders are taking positions that are not consistent with State policy. Therefore, it is clear that Cal Advocates is investigating matters that affect SoCalGas’ shareholders’ First Amendment rights. As such, Cal Advocates must take the least intrusive measures necessary to perform its assigned functions. However, as SoCalGas has explained, obtaining SoCalGas’ 100 percent shareholder contracts are not the least intrusive means since the contracts themselves will not indicate

¹⁵ *Pacific Gas & Elec. Co. v. Pub. Utilities Comm’n of California*, 475 U.S. 1, 17, n. 14 (1986) (plurality opinion); *Consolidated Edison Co. of N.Y. v. Pub. Serv. Comm’n of N.Y.*, 447 U.S. 530, 534 n.1; *Pacific Gas & Elec. Co. v. Pub. Utilities Comm’n*, 85 Cal. App. 4th 86, 93 (2000).

¹⁶ *F.T.C. v. Superior Court Trial Lawyers Ass’n*, 493 U.S. 411, 426 (1990).

¹⁷ *White v. Lee*, 227 F.3d 1214, 1228 (9th Cir. 2000).

¹⁸ *Id.* at 1237.

¹⁹ *Id.* at 1222.

²⁰ *Id.* at 1237-1238.

²¹ *Id.* at 1238.

²² *Id.* at 1229.

²³ Motion, at 2.

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whether they are ratepayer or shareholder funded. This would require an accounting exercise reviewing ratepayer accounts, not shareholder accounts, to see what payments are made from those ratepayer accounts. Contracts that are 100 percent shareholder funded bear no relationship to the purpose of Cal Advocates investigation.

Further, Cal Advocates' assertion that it is entitled to the contracts to determine whether SoCalGas' shareholders are taking positions that are not consistent with State policy is not relevant to the question of whether SoCalGas is funding political lobbying activities with ratepayer or shareholder funds. As such, Cal Advocates' demand that SoCalGas produce all 100 percent shareholder funded contracts and amendments is excessive in breadth similar to the actions of HUD's officials that chilled speech. The information in these contracts contain some of the same information as the HUD officials' request such as names, addresses, and telephone numbers of those involved with the contracts. This is particularly concerning in this case since Cal Advocates has previously provided documents that it received as part of this series of data requests to third parties and some of the documents have been posted on social media.²⁴

Therefore, if Cal Advocates is demanding the 100 percent shareholder funded contracts to determine whether the contracts were shareholder or ratepayer funded, then the contracts will not achieve that function. If Cal Advocates is demanding the contracts to determine whether SoCalGas' shareholders are taking actions that are not consistent with State policy, which SoCalGas denies, such actions are unconstitutional as it would have a chilling effect on SoCalGas' shareholders' First Amendment rights.

D. Cal Advocates Failed to Meet and Confer in Good Faith and Deprived SoCalGas Due Process.

As described above, Cal Advocates did not meet and confer in good faith as required by Commission Rules of Practice and Procedure, Rule 11.3(a). Rule 11.3(a) requires a party to meet-and-confer "in a good faith effort to informally resolve the dispute" prior to filing a motion to compel.²⁵ The Commission's Discovery: Custom and Practice Guidelines elaborates:

As a general principle, discovery should proceed in a cooperative and efficient manner, differences should be resolved as much as possible among the parties, and a discovery dispute should be brought before the assigned Administrative Law Judge only as a last resort, after the parties' good faith efforts at resolution of the dispute have failed.²⁶

Cal Advocates has not met and conferred in good faith to resolve the discovery dispute. Cal Advocates refusing to discuss the link or nexus to how the inquiry falls within the scope of

²⁴ See Attachment B, *Response of SoCalGas to August 14, 2019 Motion to Compel Further Responses from Southern California Gas Company to Data Request-CalAdvocates-SC-SCG-2019-04 (August 26, 2019)*, Attachment A: *Twitter publications*.

²⁵ Commission's Rules of Practice and Procedure, Rule 13(a).

²⁶ Discovery: Custom and Practice Guidelines at 1 (available at: http://docs.cpuc.ca.gov/word_pdf/REPORT/117475.pdf).

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Cal Advocates' statutory duties and then subsequently providing vague and ambiguous reasoning are not good faith efforts to meet and confer.

Moreover, Cal Advocates providing its reasoning that it needs SoCalGas' 100 percent shareholder funded contracts to determine how these contracts may have affected ratepayers' interests to achieving a least-cost path to meeting the State's decarbonization goals for the first time in its Motion²⁷ deprives SoCalGas of an opportunity to meet and confer as to this reasoning and deprives SoCalGas of the ability to understand and respond to this motion in violation of SoCalGas' due process rights. The Commission has recognized that a utility is entitled to procedural and substantive due process.²⁸ Where, as here, a party is "kept in the dark about the specific charges" made against them, it is a "charade" and "does not serve the public interest."²⁹ In addition to Cal Advocates' general, vague and ambiguous justifications, Cal Advocates shifting theories for needing the contracts deprives SoCalGas of adequate due process. In these circumstances, Courts have reversed Administrative Law Judge's findings on the grounds that the respondent was not accorded adequate due process.³⁰ Cal Advocates' failure to meet and confer in good faith violated SoCalGas' due process rights and is sufficient grounds for the Commission to deny the Motion.

E. This Motion has not been Implicitly Decided in Judge DeAngelis' Prior Ruling.

Cal Advocates claims in its Motion that "this matter had been argued in the prior motion to compel and decided by Judge DeAngelis."³¹ However, in Cal Advocates' reply related to its previous motion to compel, Cal Advocates expressly stated that this exact data request "is not the subject of the pending Public Advocates Office's Motion..."³² Further, Cal Advocate also admits, Judge DeAngelis' Ruling did not state the rationale for granting the motion to compel.³³ Instead, Cal Advocates contends that SoCalGas' arguments were *implicitly rejected* in Judge DeAngelis' September 10, 2019 Ruling³⁴ and if there was any merit to SoCalGas' arguments, Judge DeAngelis would have granted the motion.³⁵ This is entirely speculative. There is no support for the statement that the current discovery dispute was implicitly rejected and decided in the prior ruling. On the contrary, the current data request at issue here was specifically not

²⁷ Motion, at 8.

²⁸ D.86-01-025, *Re Pacific Gas and Elec. Co.*, 20 CPUC 2d 210, 1986 WL 1300926 (Cal.P.U.C.) (1986).

²⁹ *Rosenblit v. Superior Court*, 231 Cal.App. 3d 1434, 1448 (1991)

³⁰ *Smith v. State Bd. of Pharmacy*, 37 Cal.App.4th 229, 232, 245 (1995) (The Court reversed a California State Board of Pharmacy's administrative law judge's decision revoking a pharmacist license on the grounds that respondent was deprive his due process when the Board changed their theory of the case during the hearings.)

³¹ Motion, at 8.

³² See Attachment C, *Reply of the Public Advocates Office to Response of SoCalGas to August 14, 2019 Motion to Compel Further Responses from Southern California Gas Company to Data Request – Cal Advocates-SC-SCG-2019-04 in the Discovery Dispute Between Public Advocates Office and Southern California Gas Company, August 2019 (Not in a Proceeding)* (September 9, 2019), at 9.

³³ See Motion, Exhibit 6.

³⁴ Motion, at 6.

³⁵ Motion, at 9.

included in the prior motion by Cal Advocates. Judge DeAngelis' prior ruling was on a different data request seeking different information with different facts. Here, the data requests are more intrusive and could have broader implications such as chilling SoCalGas' shareholders First Amendment rights.

F. Cal Advocates Request that SoCalGas Produce Documents within 24 Hours of the Ruling on the Motion is Arbitrary.

Cal Advocates requests that SoCalGas be ordered to produce the documents within 24 hours of the ruling on the Motion is arbitrary. This data request is outside the scope of any proceeding. Cal Advocates has not provided any justification for requesting such a short production schedule. Cal Advocates has not presented any pressing need for the contracts. Due to the invasiveness of Cal Advocates data request, should the Commissioner or the assigned Administrative Law Judge grant the Motion, SoCalGas requests that the ruling provide SoCalGas at least two weeks to file an appeal with a concurrent motion to stay enforcement of the ruling.

III. CONCLUSION

Based on the foregoing, Cal Advocates' Motion should be denied. Cal Advocates relies on two statutory provisions to demand SoCalGas' 100 percent shareholder funded contracts. However, neither Pub. Util. Code §§ 309.5(e) or 314 supports Cal Advocates' assertions that it is entitled to the contracts. Further, permitting Cal Advocates to inspect SoCalGas' 100 percent shareholder funded contracts would be unconstitutional as it would have a chilling effect on SoCalGas' shareholders' First Amendment rights.

Submitted on behalf of SoCalGas,

/s/ Johnny Q. Tran

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Attachments A-D