



BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE

STATE OF CALIFORNIA

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**Application of Pacific Gas and Electric
Company (U39E) for Approval of Electric
Rule No. 30 for Transmission-Level Retail
Electric Service.**

Application 24-11-007

(Filed November 21, 2024)

**CALIFORNIA LARGE ENERGY CONSUMERS ASSOCIATION
COMMENTS CONTESTING A PORTION OF THE PARTIAL SETTLEMENT AGREEMENT**

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CALIFORNIA LARGE
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Pursuant to the California Public Utilities Commission (Commission) Rules of Practice and Procedure Rule 12.2, the California Large Energy Consumers Association ([CLECA](#))¹ submits these comments contesting a portion of the partial settlement agreement attached to the May 7, 2026 Joint Motion for Adoption of Partial Settlement Agreement (Joint Motion)² filed by Pacific Gas and Electric Company (PG&E), the Public Advocates Office (Cal Advocates), the California Community Choice Association (CalCCA), and Sierra Club (collectively, the Settling Parties). The

¹ CLECA member companies produce goods essential for daily life, including critical infrastructure, oxygen for hospitals, and food distribution. CLECA members represent the steel, cement, industrial and medical gas, glass, beverage, minerals processing, cold storage, and pipeline transportation industries. Their aggregate electric demand is about 500 Megawatts, which is equivalent to the electricity consumption of approximately 470,000 average California households. CLECA members are large, high load factor and high voltage industrial electric customers in California for whom the price of electricity is essential to their competitiveness and for whom the reliability of electricity service is critically important. For both reasons, CLECA member companies have participated for decades in the Base Interruptible Program (BIP), providing reliability demand response to the grid in times of need. (For more information, please go to [CLECA.org](#).)

² *Joint Motion For Adoption Of Partial Settlement Agreement Of Pacific Gas And Electric Company (U 39 E), The Public Advocates Office, The California Community Choice Association, And Sierra Club, A.24-11-007, May 7, 2026 (Joint Motion).*

Joint Motion seeks Commission approval of a partial settlement agreement resolving certain reporting and information-sharing issues in this proceeding (the Partial Settlement).

I. INTRODUCTION

The Partial Settlement establishes a framework under which PG&E would provide the Settling Parties with periodic reports containing non-public, customer-specific information regarding transmission-level retail electric interconnection requests. These reports would apply to interconnections processed under Electric Rule 30, or “any other PG&E tariff rule.”³ The proposed reporting obligations include quarterly and annual disclosures of non-public information such as customer identity, project characteristics, load forecasts, interconnection status, timelines, and associated transmission facilities and costs.⁴

CLECA’s objection to the Partial Settlement is narrow and targeted. CLECA does not oppose the Partial Settlement as a whole, and recognizes that appropriately tailored reporting and information-sharing requirements can advance legitimate objectives within the scope of this proceeding. Rather, CLECA objects only to those provisions of the Partial Settlement that would wrongly and inappropriately authorize the disclosure of highly sensitive, confidential, customer-specific transmission-level interconnection information to Sierra Club.⁵

These provisions go beyond what is necessary to resolve the reporting and information-sharing issues the Partial Settlement purports to resolve, and are not supported by the evidentiary record. The Joint Motion fails to demonstrate that providing Sierra Club with access

³ Joint Motion at 14.

⁴ Partial Settlement at Attachment A (Quarterly Reporting) and Attachment B (Annual Reporting).

⁵ Partial Settlement at 6-8 (Paragraphs 2.2 - 2.5) and Attachment E (Sierra Club Non-Disclosure Agreement).

to this information is necessary to address the scoped issues in this proceeding, nor does it establish that such disclosure satisfies the Commission's standards governing approval of settlements. The Commission must therefore reject all portions of the Partial Settlement identifying Sierra Club as a recipient of the non-public information contemplated therein.

II. COMMENTS

A. The Partial Settlement Is Inconsistent With Law Because It Authorizes Disclosure of Confidential Customer Information Without Consent or a Demonstrated Need

The customer-specific information at issue here is protected and highly sensitive. The Partial Settlement would require PG&E to disclose individualized information concerning transmission-level retail customers, including identity, facility characteristics, load forecasts, interconnection timelines, interconnection status, and associated transmission infrastructure and costs.⁶ Quarterly disclosures would reflect this information for "retail electric customers seeking to interconnect that have submitted an application for transmission-level service, under Rule 30 or any other PG&E tariff rule, but for which that customer's facility has not yet been energized."⁷

Public Utilities Code section 8380 and the Commission's implementing decisions restrict disclosure of such customer-specific energy data absent customer consent, express legal

⁶ Partial Settlement at Attachment A ("Quarterly Reporting") and Attachment B ("Annual Reporting").

⁷ Partial Settlement at 6-7 (paragraph 2.3).

authorization, or aggregation sufficient to prevent re-identification.⁸⁹ The Joint Motion does not contend that this information is non-confidential or otherwise outside the Commission's customer-protection framework. In fact, PG&E has invoked those same protections in this proceeding for the categories of information the Partial Settlement would disclose to Sierra Club, including customer demand, loads, names, addresses, and billing data.¹⁰

The Joint Motion nevertheless fails to provide a legal basis for the Settlement's proposed disclosure to Sierra Club. The Partial Settlement contains no customer-consent mechanism, does not require aggregation or anonymization, and identifies no statutory, Commission-authorized, or operational basis for providing this information to Sierra Club. While the Partial Settlement requires Sierra Club to execute a non-disclosure agreement (NDA) before receiving the information,¹¹ that alone does not authorize the disclosure of protected customer information.

⁸ Pub. Util. Code §§ 8380(b)(1) (providing that an electrical corporation "shall not share, disclose, or otherwise make accessible to any third party" a customer's electrical or gas consumption data except as provided in the statute or upon customer consent); (f)(1) (permitting use of aggregate consumption data for analysis, reporting, or program management where "all information has been removed regarding the individual identity of a customer"); (f)(3) (permitting disclosure where required or permitted by state or federal law or by Commission order); D.11-07-056 at Attachment D; D.14-05-016 at Findings of Fact 11-14, 19-20, Conclusion of Law 7-8 (confirming that utilities may not share identifiable covered information with third parties without customer consent except in limited cases, and that NDAs are used to protect covered information disclosed pursuant to Commission order); D.97-10-031, 76 CPUC 2d 29, 1997 WL 868376 (requiring written customer authorization for release of customer-specific information and adopting aggregation and screening rules, including the 15/15 rule, to prevent identification of individual customers).

⁹ To the extent any disclosed information may constitute critical infrastructure information, federal regulations reflect the need for controlled handling, limited use, and restrictions on further disclosure of proprietary, business-sensitive, or identifying infrastructure-related information. See 6 C.F.R. Part 29; 6 C.F.R. §§ 29.1, 29.2, 29.7, 29.8.

¹⁰ *Pacific Gas And Electric Company's (U 39 E) Motion For Leave To File Under Seal The Confidential Version Of Pacific Gas And Electric Company's (U 39 E) Response To Administrative Law Judge's Ruling Requesting Information On The Motion For Interim Implementation Of Electric Rule No. 30*, A.24-11-007, Apr. 4, 2025 Attachment A, p. 2 (seeking confidential treatment of "Customer-specific data, which may include demand, loads, names, addresses, and billing data." On the basis that such data are "Protected under Pub. Util. Code § 8380; Civ. Code §§ 1798 et seq.; [D.]14-05-016").

¹¹ Partial Settlement at Attachment E.

NDAs are a safeguard for covered information disclosed pursuant to a Commission-authorized process, not as an independent basis to disclose protected customer information.¹²

The Settlement's proposed Sierra Club NDA is especially insufficient. The NDA's stated "Purpose" is to allow Sierra Club to "obtain specified confidential customer information from PG&E in connection with a retail customer seeking and/or receiving interconnection" pursuant to Electric Rule 30 "or any other applicable transmission interconnection rule."¹³ The NDA compounds that overly broad language by permitting disclosure to Sierra Club's "non-employee third-party consultants, agents, contractors, and outside counsel."¹⁴ The only limitation is that those persons must "need to use the Confidential Information in order to perform work on behalf of Sierra Club in connection with the Purpose."¹⁵ However, because the "Purpose" is itself broadly defined, that limitation provides little meaningful constraint on how the information is used, and by whom.

This aspect of the Partial Settlement therefore fails at the threshold. It would authorize disclosure of protected customer-specific information without customer consent, without aggregation or anonymization, and without any identified legal basis for Sierra Club's access. The Sierra Club NDA does not narrowly protect confidential information; it creates a broad disclosure pathway for that information. Accordingly, the provisions authorizing disclosure to Sierra Club are inconsistent with law and should not be approved.

¹² See, e.g., D.14-05-06.

¹³ Partial Settlement at Attachment E, paragraph 1 ("Purpose").

¹⁴ Id. at paragraph 3 ("Use and Nondisclosure of Confidential Information").

¹⁵ Id.

B. The Partial Settlement Extends Beyond the Reporting and Information-Sharing Issues Identified in the Scoping Memo

The Settlement’s legal defect is reinforced by the limited scope of this proceeding. The Scoping Memo’s reporting and information-sharing issues pertain to specific planning and operational functions, none of which support granting Sierra Club ongoing access to protected customer information. The Joint Motion asserts that the issues resolved in the Partial Settlement are limited to the “reporting and information sharing issues identified as Issues 4.a, 4.b, and part of 5.a” identified in the March 11, 2025 Assigned Commissioner’s Scoping Memo and Ruling (Scoping Memo).¹⁶

Accordingly, the Partial Settlement must be evaluated against the limited scope of those issues, which concern:

- whether reporting requirements should be established to inform electric system planning processes, including load forecasting;¹⁷
- what information-sharing requirements are necessary “to ensure that the CCAs affected by Rule 30-related load growth can meet projected demand in their service areas;”¹⁸ and
- what accounting and operational reporting requirements are needed to implement Electric Rule 30.¹⁹

¹⁶ Joint Motion at 2.

¹⁷ Scoping Memo at 8 (Issue 4.a).

¹⁸ Id. (Issue 4.b).

¹⁹ Id. (Issue 5.a).

As framed by the Scoping Memo, these issues are expressly tied to defined operational and planning functions, such as enabling load forecasting, procurement planning, and service coordination between PG&E and affected CCAs.

Importantly, these issues do not contemplate information sharing in the abstract, but rather the provision of information necessary to support specific responsibilities associated with serving load. In that context, both the scope of the information disclosed, and the entities permitted to receive it under the Partial Settlement must be limited to what is necessary to perform those functions. The Partial Settlement departs from that limitation by granting Sierra Club ongoing access to detailed, customer-specific interconnection information.

The Joint Motion identifies no operational role that would require Sierra Club to receive individualized project information at early stages of development. Instead, the Joint Motion provides only a general description of Sierra Club's interest in the proceeding.²⁰ Sierra Club does not serve load, plan procurement, or coordinate service for transmission-level customers. Sierra Club sought party status to address policy considerations related to cost causation, affordability, and decarbonization.²¹ The Motion provides no explanation how access to confidential, customer-specific interconnection data relates to those policy positions, or could materially assist the Commission in resolving the scoped reporting and information-sharing issue in this proceeding.

²⁰ Joint Motion at 7.

²¹ *Sierra Club Motion For Party Status* A.24-11-007, Feb 18, 2026 (Sierra Club's Motion) at 2 ("Sierra Club intends to present factual information related to the cost causation, financing, and apportionment issues . . . Sierra Club intends to help develop the record through testimony on topics such as the appropriate allocation of costs related to transmission network upgrades, maintenance, and future upgrades."); *Administrative Law Judge's Ruling Granting Motions For Party Status*, A.24-11-007, Mar. 5, 2026 at 4.

C. The Joint Motion Fails to Show that Including Sierra Club in the Partial Settlement Is Reasonable in Light of the Whole Record

The Joint Motion asserts that the Partial Settlement is reasonable in light of the whole record because it reflects the participation of knowledgeable parties representing a range of interests, and is grounded in the evidentiary record developed in this proceeding.²² However, the Joint Motion’s own description of that record underscores that Sierra Club neither developed nor tested the evidentiary record regarding the framework necessary to resolve the scoped reporting and information-sharing issues.

In support of the Settlement, the Joint Motion emphasizes that the reporting and information-sharing issues were “actively litigated” by PG&E, CalCCA, and Cal Advocates through extensive discovery, testimony, and briefing.²³ The Joint Motion further explains that the Partial Settlement reflects the compromises reached among those parties regarding the scope, cadence, and content of reporting, as well as coordination of service provisions between PG&E and affected CCAs, and confidentiality protections.²⁴ Notably absent from that discussion is any reference to comparable participation or engagement on these issues by Sierra Club.

The Settlement’s own scope language confirms that the information-sharing provisions were negotiated to resolve issues among PG&E, CalCCA, and Cal Advocates. Section 2.1 provides that the reporting provisions resolve issues “with Cal Advocates and CalCCA,” and, in certain instances, solely with CalCCA.²⁵ Sierra Club is not identified as a party whose positions on these

²² Joint Motion at 10.

²³ Joint Motion at 11.

²⁴ *Id.*

²⁵ Partial Settlement at 6 (2.1 “Scope of Settlement: The Settling Parties agree that the Settlement does not resolve all issues in the Electric Rule 30 Application. The Settlement resolves the specific issues identified below in Sections 2.2 to 2.4 with Cal Advocates and CalCCA. The Settlement resolves the specific issues identified below in Sections 2.5 to 2.8 with CalCCA.”).

issues are being resolved. Yet, the Partial Settlement grants Sierra Club the same access to confidential, customer-specific information as parties whose participation directly relates to scoped reporting issues. This disconnect undermines any suggestion that extending such access to Sierra Club is grounded in the evidentiary record or is necessary to effectuate the Settlement.

The Joint Motion does not reconcile this discrepancy or explain why a party not included within the scope of resolved issues should nonetheless receive equivalent access to sensitive, customer-specific data. Thus, while the Joint Motion may support a finding that the proposed reporting framework is reasonable as between PG&E, CalCCA, and Cal Advocates, it does not demonstrate that the record likewise supports extending that same access to Sierra Club.

D. The Joint Motion Does Not Demonstrate That Extending Data Access to Sierra Club Is in the Public Interest

The Joint Motion similarly fails to demonstrate that Sierra Club's inclusion in the Partial Settlement is in the public interest. It asserts that the Partial Settlement is in the public interest because it will conserve Commission resources, streamline resolution of the proceeding, improve access to information, and support coordination of service and procurement planning for new transmission-level customers.²⁶ The Joint Motion does not explain how improperly providing Sierra Club with access to confidential, customer-specific interconnection data would advance any of those objectives.²⁷

The public interest benefits identified in the Joint Motion are tied to improving operational coordination between PG&E and affected CCAs, and to resolving disputes concerning

²⁶ Joint Motion at 13.

²⁷ See D.14-05-016 at Finding of Fact 11 ("There is a public interest in providing access to energy usage and usage related data *when such access does not raise issues pertaining to customer privacy or issues pertaining to other statutorily recognized data protections.*").(emphasis added).

transmission-level planning and implementation of Electric Rule 30. Specifically, the Joint Motion explains that the Partial Settlement will allow PG&E and affected CCAs to more efficiently plan procurement for new transmission-level customers and provide clarity regarding coordination of service.²⁸ Those asserted benefits relate to entities with operational responsibility for serving load and to parties' disputes over the issues identified in the Scoping Memo.

The Joint Motion does not explain how Sierra Club's inclusion in the Partial Settlement contributes to those same public interest benefits. As discussed above, the Joint Motion does not identify any role for Sierra Club in procurement planning, service coordination, or implementation of the reporting framework. Nor does it show that Sierra Club raised or contested the reporting issues in a manner that would make its inclusion necessary to resolve those issues and thereby conserve Commission resources.

The same defect applies to the Joint Motion's generalized reference to increased information access and "transparency among stakeholders."²⁹ The Scoping Memo frames reporting and information sharing as tools to support specific operational purposes, and properly ensuring that affected CCAs can meet projected demand in their service areas.³⁰ The Joint Motion does not demonstrate that providing Sierra Club with ongoing access to sensitive, customer-specific interconnection information advances either of those purposes; indeed, it cannot, as Sierra Club is not a load-serving entity. With no explanation of how Sierra Club could use this information to advance the purposes identified in the Scoping Memo, the Settlement's provisions

²⁸ Joint Motion at 13.

²⁹ Joint Motion at 8.

³⁰ Scoping Memo at 8.

extending access to confidential, customer-specific interconnection data to Sierra Club simply cannot be justified as serving the public interest.

III. CONCLUSION

For the foregoing reasons, the Commission should reject the portions of the Partial Settlement that authorize disclosure of confidential, customer-specific transmission-level interconnection information to Sierra Club. The Joint Motion does not demonstrate that this aspect of the Partial Settlement is necessary to resolve the scoped reporting and information-sharing issues identified in the Scoping Memo, supported by the record developed in this proceeding, or in the public interest. Further, the Commission should require explicit modification of the Partial Settlement to limit access to such information to CCAs with a demonstrated operational or statutory need consistent with the purposes identified in the Scoping Memo.

Respectfully submitted,

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