

FILE

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

PUCO

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In the Matter of Application of Interstate)
Gas Supply, Inc. for Certification as a) Case No. 02-1683-GA-CRS
Retail Natural Gas Supplier.)

**MOTION TO COMPEL INTERSTATE GAS SUPPLY
TO RESPOND TO DISCOVERY
BY
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL**

The Office of the Ohio Consumers' Counsel ("OCC") moves the Public Utilities Commission of Ohio ("PUCO" or "Commission") to compel Interstate Gas Supply, Inc. ("IGS") to respond to OCC's request for the production of documents and to provide full responses to OCC's interrogatories.¹ OCC is conducting discovery in this case where consumers should be protected from the confusion that can be expected to ensue if IGS (a company not affiliated with the utility Columbia Gas) is allowed to market natural gas using the Columbia name.

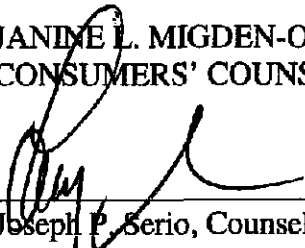
The reasons supporting this Motion, along with an explanation of the need to resolve these matters in a timely fashion, are set forth in the attached Memorandum in Support.

¹ Ohio Adm. Code 4901-1-12 and 4901-1-23.

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Respectfully submitted,

JANINE L. MIGDEN-OSTRANDER
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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Application of Interstate)
Gas Supply, Inc. for Certification as a) Case No. 02-1683-GA-CRS
Retail Natural Gas Supplier.)

MEMORANDUM IN SUPPORT

I. INTRODUCTION

This case relates to the Notice of Material Change filed by IGS because it registered a new trade name, Columbia Retail Energy, with the Secretary of State.² The name change is allegedly pursuant to a licensing agreement with Nisource (the parent company of Columbia Gas of Ohio), and reportedly does not include an affiliate relationship.

Pursuant to Ohio Adm. Code 4901-1-12 and 4901-1-23, OCC submits this Motion to Compel IGS to respond to OCC's request for the production of documents and to provide complete responses to OCC's discovery interrogatories. On Friday, August 6, 2010, IGS filed a Notice to alert the PUCO that IGS registered a new trade name, Columbia Retail Energy, with the Secretary of State.³ The name change is allegedly pursuant to a licensing agreement with Nisource, and reportedly does not include an affiliate relationship between IGS and Nisource or any Nisource company.

On August 20, 2010, OCC filed its Motion to Intervene and Motion for an Evidentiary Hearing. OCC also served its First set of Discovery on IGS on the

² IGS Notice at 1 (August 6, 2010).

³ IGS Notice at 1 (August 6, 2010).

same day it moved for intervention. Subsequently, on August 31, 2010, Border Energy Inc. (“Border”) and Northeast Ohio Public Energy Council (“NOPEC”) filed Motions to Intervene and Motions for an Evidentiary Hearing.

On September 3, 2010, IGS filed a Memorandum Contra to the intervention requests of OCC, Border and NOPEC and to the Motions for an Evidentiary Hearing. In addition, IGS filed a Motion for a Protective Order.

On September 7, 2010, additional Motions to Intervene were filed by Stand Energy (“Stand”) and Retail Energy Supply Association (“RESA”).⁴ Through its Motion for Protective Order, IGS communicated that it will not respond to OCC’s discovery. Therefore, OCC requests the Commission to grant its Motion to Compel.

II. ARGUMENT

Ohio Adm. Code 4901-1-23 provides parties conducting discovery with the means -- “mov[ing] for an order compelling discovery” -- to obtain Commission enforcement of their right to obtain answers to discovery requests. Ohio Adm. Code 4901-1-23(A)(1)-(4) sets forth the failures to respond to discovery that give rise to the filing of a motion to compel. IGS has caused these failures by deciding to not answer OCC’s discovery.

The basis for OCC’s Motion, under Ohio Adm. Code 4901-1-23(C)(1)(a), includes that OCC’s right to discovery is assured by law, rule and Supreme Court

⁴ RESA’s members include ConEdison Solutions; Constellation NewEnergy, Inc.; Direct Energy Services, LLC; Energy Plus Holdings, LLC; Exelon Energy Company; GDF SUEZ Energy Resources NA, Inc.; Gexa Energy; Green Mountain Energy Company; Hess Corporation; Integrys Energy Services, Inc.; Just Energy; Liberty Power; PPL EnergyPlus; Reliant Energy Northeast LLC; and Sempra Energy Solutions LLC.

precedent. OCC is entitled to timely and complete responses to its discovery inquiries. R.C. 4903.082 provides that “[a]ll parties and intervenors shall be granted ample rights of discovery.” OCC has complied with all elements of the Commission’s rule, and has exhausted all other reasonable means of resolving this discovery dispute with IGS.⁵

While IGS has filed a Motion for Protection in this proceeding, OCC has provided both IGS and Nisource with a signed Protective Agreement that should alleviate any concerns regarding the alleged proprietary nature of the Licensing Agreement or related information that OCC is entitled to obtain through discovery. Therefore, the Commission should instruct IGS to respond to OCC’s discovery *post haste*.

In an OCC appeal, the Supreme Court of Ohio ruled that the PUCO erred in its decision to deny an OCC Motion to Compel.⁶ The Court held that the Commission’s discovery rule is similar to Civ.R. 26(B)(1), which governs the scope of discovery in civil cases. Civ.R. 26(B) has been liberally construed to allow for broad discovery of any unprivileged matter relevant to the subject matter of the pending proceeding. The Court based its decision on Ohio Adm. Code 4901-1-16, Civ.R. 26(B)(1), and R.C. 4903.082 which states “[a]ll parties and intervenors shall be granted ample rights of discovery.”⁷ Finally, the Court decided that the Commission abused its discretion when it denied OCC discovery. Therefore, the Commission should enforce OCC’s discovery rights in this proceeding.⁸

⁵ See Affidavit of Joseph P. Serio attached hereto as Exhibit 1.

⁶ *Ohio Consumers’ Counsel v. Public Util. Comm.*, 111 Ohio St.3d 300, 2006-Ohio-5789, ¶83 (2006). See also, *Moskovitz v. Mt. Sinai Med. Ctr.* (1994), 69 Ohio St.3d 638, 661, 635 N.E.2d 331 (“The purpose of Civ.R. 26 is to provide a party with the right to discover all relevant matters, not privileged, that are pertinent to the subject of the pending proceeding”).

⁷ *Id.* at ¶82.

⁸ *Id.* at ¶95.

The OCC is entitled to discovery within the scope provided by the Commission's rules: "[A]ny party to a commission proceeding may obtain discovery of any matter, not privileged, which is relevant to the subject matter of the proceeding."⁹ By design or effect, IGS' decision to change its trade name to Columbia Retail Energy can confuse customers who long have associated the Columbia name with their utility and not with IGS the marketer.

Typically, the PUCO's consideration of the use of corporate names has related to whether it will be unfair to customers to have to distinguish between the utility and its marketing affiliates.¹⁰ But here, customers would be asked to distinguish between a company (IGS) using the Columbia name that is not even a Columbia company, but is a company that consumers have long known as IGS. The PUCO should protect customers against this difficulty of needing to distinguish between two different companies selling natural gas under versions of a corporate name that include the same key word, Columbia. And consumers should be protected against having to ascertain that a company previously known as IGS is the same company that would be marketing under a variation of the utility's name that is not IGS. The result either is or has the potential to be unfair, deceptive and misleading to consumers.

OCC has moved the Commission to conduct an evidentiary hearing to determine if IGS should be able to conduct business in Ohio under the trade name Columbia Retail Services. In addition, the information OCC seeks is "relevant" to the case, per Ohio

⁹ Ohio Adm. Code 4901-1-16.

¹⁰ IGS Memo Contra at 5. (September 3, 2010). ("In fact, IGS would be no less than the sixth, given the similarity of Dominion East Ohio Energy to Dominion East Ohio, First Energy Solutions to First Energy, Vectren Source to Vectren Energy Delivery, Duke Retail Energy to Duke Energy-Ohio and AEP Retail Energy to AEP-Ohio").

Adm. Code 4901-1-23(C)(1)(b). The discovery OCC seeks is relevant, pertinent to the subject of the pending proceedings, and in fact directly-on-point because the issues in this case relate to the fact that consumers should be in a position to participate in the Choice program free from “marketing, solicitation, sales acts, or practices, which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation or sale of a competitive retail natural gas service.”¹¹ Furthermore, consumers should not be confused with respect to the real identities of the competitive retail natural gas marketers that are soliciting/conducting business.

In this regard, the relevant information sought by OCC is critical to enabling OCC to understand the License Agreement and to proceed with its case preparation:

- Inquiries pertaining to the Terms and Conditions of the Licensing Agreement (OCC Interrogatory Nos. 1-19 and associated requests to produce.);
- Inquiries pertaining to alleged benefits that may accrue from the Licensing Agreement (OCC Interrogatory Nos. 20-22 and associated requests to produce.);
- Inquiries pertaining to the scope of the use of the Columbia name and logo (OCC Interrogatory Nos. 23-24 and associated requests to produce.);
- Inquiries pertaining to the background discussions and participants leading to the Licensing Agreement (OCC Interrogatory Nos. 25-30 and associated requests to produce.);
- Inquiries pertaining to the perceived customer confusion from the use of the Columbia name and logo (OCC Interrogatory Nos. 31-32 and associated requests to produce.); and
- Inquiries pertaining to the perceived value to be derived from the use of the Columbia name and logo (OCC Interrogatory Nos. 33-36 and associated requests to produce.)¹²

¹¹ Ohio Adm. Code 4901:1-29-05(c)

¹² OCC First Set of Discovery attached hereto as Attachment 1 to Affidavit of Joseph P. Serio.

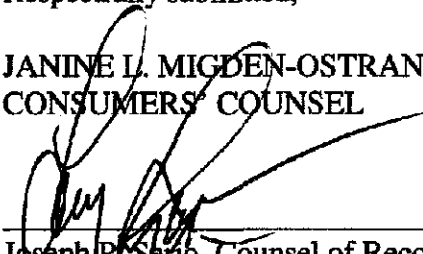
IGS should provide full responses to OCC's discovery requests and provide copies of all documents requested by OCC. The Commission should order IGS to provide an immediate response to OCC's requests for the production of documents. An affidavit describing OCC's contact with counsel for IGS seeking responses to OCC's discovery and demonstrating that OCC has exhausted reasonable efforts to resolve the dispute is attached, pursuant to Ohio Adm. Code 4901-1-23(c)(3)¹³

III. CONCLUSION

For all the reasons discussed above; the Commission should recognize OCC's right to serve discovery on IGS and receive timely responses from IGS. Therefore, IGS should be ordered to provide discovery responses to OCC *post haste*, so that OCC can proceed with its case preparation.

Respectfully submitted,

JANINE L. MILDEN-OSTRANDER
CONSUMERS' COUNSEL



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¹³ See Affidavit of Joseph P. Serio attached hereto as Exhibit 1.

CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing *Motion To Compel Interstate Gas Supply to Respond to Discovery by the Office of the Ohio Consumers' Counsel*, was served via regular U.S. Mail, postage prepaid upon the parties of record identified below on this 17th day of September, 2010.


Larry S. Sauer
Assistant Consumers' Counsel

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Interstate)
Gas Supply, Inc. For Certification as a) Case No. 02-1683-GA-CRS
Retail Natural Gas Supplier.)

AFFIDAVIT OF JOSEPH P. SERIO

State of Ohio :
 : S.S.
County of Franklin :

I, Joseph P. Serio, Assistant Consumers' Counsel for the Office of the Ohio Consumers' Counsel ("OCC"), being first duly sworn, depose and say:

1. This affidavit addresses the OCC's efforts to obtain responses to OCC's First Set of Discovery propounded upon Interstate Gas Supply ("IGS") on August 20, 2010, in this proceeding.
2. On August 20, 2010, the OCC filed a Motion to Intervene and Motion for an Evidentiary Hearing in this docket.
3. On August 24, 2010, the OCC provided IGS with a signed copy of a Protective Agreement in order to expedite the discovery process and to protect the alleged confidentiality of any of the information covered by the OCC First Set of Discovery. (See Attachment 1). Despite the Protective Agreement, IGS has declined to respond to OCC's discovery.
4. On or about August 27, 2010, I spoke with counsel for IGS and indicated that OCC was not willing to delay discovery at least until a PUCO determination on the OCC Motion to Intervene. As part of that same conversation counsel for IGS

raised a concern with the amount of the OCC discovery. In an attempt to address the IGS concerns, I offered IGS a compromise whereby IGS would provide OCC with a copy of the Licensing Agreement it had with Nisource Inc. and OCC would put the remainder of the OCC discovery temporarily on hold so that OCC could determine how much of the discovery would be answered, in effect, by the information in the Licensing Agreement.

5. On September 3, 2010, counsel for IGS left me a message to follow up on the IGS request to delay discovery. I returned the call that same day and left a message with IGS' counsel. In that message, I reiterated the OCC position that OCC would not delay discovery pending a PUCO decision on the OCC Motion to Intervene, but that OCC would be willing to accept only the Licensing Agreement and temporarily put the remaining discovery on hold.
6. On September 3, 2010, IGS filed a Motion for a Protective Order and Request for Expedited Treatment. This demonstrated that IGS has no intention of responding to OCC's First Set of Discovery propounded on August 20, 2010, and OCC has; therefore, exhausted all reasonable efforts to resolve this dispute.
7. On September 13, 2010, the OCC filed a Memorandum Contra the IGS Motion for Protective Order.
8. On September 16, 2010, I contacted counsel for IGS to notify IGS that unless IGS agreed to change its position and respond to the OCC discovery, that OCC would file a Motion to Compel on September 17, 2010. After consulting with his client, counsel for IGS declined to respond to the OCC discovery.

STATE OF OHIO

COUNTY OF FRANKLIN

The undersigned, being of lawful age and duly sworn on oath, hereby certifies,
deposes and states the following:

I have caused to be prepared the attached written affidavit for OCC in the above
referenced docket. This affidavit is true and correct to the best of my knowledge,
information, and belief.

Further Affiant sayeth not.

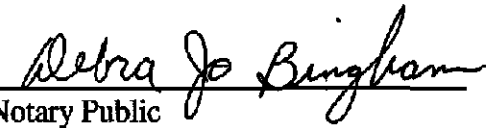


Joseph P. Serie

Sworn before me and subscribed in my presence this 17th day of September, 2010.



Debra Jo Bingham, Notary Public
Union County, State of Ohio
My Commission Expires June 13, 2015



Notary Public
State of Ohio

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Interstate Gas Supply Inc. for a Certificate)
to Provide Competitive Retail Natural Gas) Case No. 02-1683-GA-CRS
Service in Ohio.)

**THE OFFICE OF THE OHIO CONSUMERS' COUNSEL'S
INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS
PROPOUNDED UPON INTERSTATE GAS SUPPLY INC.
FIRST SET
(August 20, 2010)**

**TO: John W. Bentine
Matthew S. White
Chester, Wilcox & Saxbe LLP
65 East State Street, Suite 1000
Columbus, Ohio 43215**

The Office of the Ohio Consumers' Counsel (OCC), a party in the above-captioned case, requests that Interstate Gas Supply. ("IGS" or "Company") answer the following Interrogatories and Requests for Production of Documents and provide copies, or provide access for reproduction of the following documents within twenty (20) days of service, and no later than September 10, 2010.

These requests should be deemed continuing so as to require further and supplemental responses as the Company receives or generates additional documents or information within the scope of these requests between the time of original response and the time of hearing.

As part of each response, please indicate the names of the respondent and his/her position with the Company or affiliate. Please provide written responses even if no documents or data are available. Please identify the responses to the specific numbered request.

Should the applicant determine that certain requests and/or interrogatories are objectionable, please so indicate and respond to the remaining requests. Thank you in advance for your cooperation. If any questions arise, please contact:

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DEFINITIONS

- A. "Company" or "IGS" refers to Interstate Gas Supply, Inc., its officers, agents, employees, consultants or others acting on its behalf.
- B. "NiSource" refers to NiSource Corporate Services Company, its officers, agents, employees, consultants or others acting on its behalf.
- C. "Document" includes any written or recorded or graphic matter, however produced or reproduced, including but not limited to: correspondence, telegrams, or other written, typed or printed communications; contracts, agreements; notes in any form; memoranda; diaries; voice recording tapes; microfilms or microfiches; pictures, data processing cards or discs, computer tapes or disks and other computer generated and stored information or data bases; calendars; minutes of meetings of the shareholders or directors of the Company or any affiliated or acquired company or of any committee appointed by or reportable to them; or any writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession.
- D. "Identify," or "Identity," or "Identification" when used in reference to an individual person, means to state that person's full name and residence address, including zip code, and phone number, if known, and present or last-known business position and duties, and business address, if known.

- E. “Identify,” “Identity,” or “Identification” when used in reference to a document, means to state the type of document (e.g., computer stored information, microfilm, letter, memorandum, policy circular, minute book, telegram, chart, etc.), or some other means of identifying it, its present location and custodian, a description and the data on which it was made, prepared, or received. If any such document was but is no longer in the Company’s possession or subject to the Company’s control, state what disposition was made of it, and if destroyed or disposed of by operation of a retention policy, state the retention policy.
- F. “Identify,” “Identity,” or “Identification” when used in reference to a business organization means to state the corporate name or other names under which said organization does business, and the location of its principal place of business.
- G. “Person” or “Persons” include natural persons, corporations, partnerships, ventures, incorporated associations, and all other entities.
- H. “Affiliate” or “Affiliated Company” includes any parent corporation, subsidiary, sister corporation, partner, joint venture, and any other person or business association with whom the Company has a similar business relationship.
- I. “Licensing Agreement” means the agreement between NiSource and IGS that permits IGS to use the trade name “Columbia Retail Energy” as referenced in PUCO Case No. 02-1683-GA-CRS.

INSTRUCTIONS FOR ANSWERING

1. All information is to be divulged which is in your possession or control, or within the possession or control of your attorney, agents, or other representatives of yours or your attorney.
2. Where an interrogatory calls for an answer in more than one part, each part should be separate in the answer so that the answer is clearly understandable.
3. Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for objection shall be stated in lieu of an answer. The answers are to be signed by the person making them, and the objections are to be signed by the attorney making them.
4. If any answer requires more space than provided, continue the answer on the reverse side of the page or on an added page.
5. Your organization(s) is requested to produce responsive materials and information within its physical control or custody, as well as that physically controlled or possessed by any other person acting or purporting to act on your behalf, whether as an officer, director, employee, agent, independent contractor, attorney, consultant, witness, or otherwise.
6. Where these requests seek quantitative or computational information (e.g., models, analyses, databases, and formulas) stored by your organization(s) or its consultants in computer-readable form, in addition to providing hard copy (if an electronic response is not otherwise provided as requested), you are requested to produce such computer-readable information, in order of preference:

- A. Microsoft Excel worksheet files on compact disk;
 - B. Other Microsoft Windows or Excel compatible worksheet or database diskette files;
 - C. ASCII text diskette files; and
 - D. Such other magnetic media files as your organization(s) may use.
7. Conversion from the units of measurement used by your organization(s) in the ordinary course of business need not be made in your response; e.g., data requested in Mcf may be provided in Mcf or Dth as long as the unit measure is made clear and explained.
8. Unless otherwise indicated, the following requests shall require you to furnish information and tangible materials pertaining to, in existence, or in effect for the whole or any part of the period from January 1, 2009 through and including the date of your response.
9. Responses must be complete when made, and must be supplemented with subsequently acquired information at the time such information is available.
10. In the event that a claim of privilege is invoked as the reason for not responding to discovery, the nature of the information with respect to which privilege is claimed shall be set forth in responses together with the type of privilege claimed and a statement of all circumstances upon which the respondent to discovery will rely to support such a claim of privilege (i.e., provide a privilege log). Respondent to the discovery must a) identify (see definition) the individual, entity, act, communication, and/or document that is the subject of the withheld information based upon the privilege claim, b) identify all persons to whom the information has already been

revealed, and c) provide the basis upon which the information is being withheld and the reason that the information is not provided in discovery.

INTERROGATORIES

1. Referring to the licensing agreement between NiSource and IGS, what is the term or time period of the licensing agreement

RESPONSE:

2. If the term of the licensing agreement is three years, please explain why that period of time was selected?

RESPONSE:

3. At the end of the term for the licensing agreement are there any renewal options?

RESPONSE:

4. Referring to the response to OCC Interrogatory No. 3, please describe any renewal options, including but not limited to:

- A. Who has the renewal option (NiSource, IGS, or other)?
- B. If the response to OCC Interrogatory No. 4(A) is other, please explain.
- C. How long is the term of any renewal options?
- D. What is the licensing fee for the term of any renewal period(s)?

RESPONSE:

5. Does the licensing agreement provide IGS with exclusive rights to the use of the Columbia name and logo in Ohio?

RESPONSE:

6. If the response to OCC Interrogatory No. 5 is affirmative, please explain the terms and limits of the exclusivity.

RESPONSE:

7. If the response to OCC Interrogatory No. 5 is negative, please explain under what circumstances a Marketer other than IGS could enter into a licensing agreement with NiSource to use the Columbia name and logo?

RESPONSE:

8. Is the licensing fee a fixed amount for the term of the agreement?

RESPONSE:

9. If the response to OCC Interrogatory No. 8 is negative, please explain the basis for the change in the amount of the licensing fee.

RESPONSE:

10. Is the license fee determined based upon the market share that IGS has in the Columbia Gas of Ohio, Inc. Choice Program?

RESPONSE:

11. If the Company's response to OCC Interrogatory No. 10 is affirmative, please explain how the license fee is calculated, and the rationale behind basing the license fee on the market share that IGS has in the Columbia Gas of Ohio, Inc. Choice Program?

RESPONSE:

12. If the licensing fee is not a fixed amount for the term of the agreement or based upon the market share that IGS has in the Columbia Gas of Ohio, Inc. Choice Program, how is the license fee calculated?

RESPONSE:

13. Referring to the response to OCC Interrogatory No. 12, please describe anything that is connected to or contingent on the licensing fee.

RESPONSE:

14. Are there any terms or conditions in the license agreement that could offer NiSource the opportunity to purchase, merge with, or take over IGS?

RESPONSE:

15. If the response to OCC Interrogatory No. 14 is affirmative, please explain or describe the circumstances under which NiSource could purchase, merge with or take over IGS.

RESPONSE:

16. Are there any terms or conditions in the license agreement that could establish an affiliate relationship between NiSource and IGS?

RESPONSE:

17. If the response to OCC Interrogatory No. 16 is affirmative, please explain or describe the circumstances under which such an affiliate relationship could occur.

RESPONSE:

18. Are there any terms or conditions in the license agreement that could establish any type of affiliate relationship between another NiSource affiliate and IGS?

RESPONSE:

19. If the response to OCC Interrogatory No. 18 is affirmative, please explain or describe the circumstances under which such an affiliate relationship could occur, between another NiSource affiliate and IGS.

RESPONSE:

20. Please describe all of the benefits that accrue to IGS as a result of the license agreement.

RESPONSE:

21. From IGS' perspective, please describe all of the benefits that accrue to NiSource as a result of the licensing agreement.

RESPONSE:

22. Please describe all of the benefits that accrue to any other NiSource affiliate as a result of the licensing agreement.

RESPONSE:

23. Does the license agreement permit IGS to use the Columbia name in any states other than Ohio?

RESPONSE:

24. If the response to OCC Interrogatory No. 23 is affirmative, please identify the other states and the terms and conditions governing IGS' use of the Columbia name and logo in such other states.

RESPONSE:

25. Please identify the name, business address and title for all of the individuals involved in any meetings or discussions that led to the license agreement.

RESPONSE:

26. Did IGS initiate the discussions that led to the licensing agreement?

RESPONSE:

27. Did NiSource initiate the discussions that led to the licensing agreement?

RESPONSE:

28. If neither NiSource nor IGS initiated the discussions that led to the licensing agreement, then identify who initiated such discussions?

RESPONSE:

29. When did discussions between NiSource and IGS regarding the license agreement begin?

RESPONSE:

30. Please explain why IGS entered into the licensing agreement with NiSource?

RESPONSE:

31. Does IGS believe that use of the Columbia Retail Energy name and Columbia logo may cause confusion among Columbia Gas of Ohio Inc.'s residential customers?

RESPONSE:

32. If the response to OCC Interrogatory No. 31 is negative, please explain why the Company does not believe that use of the Columbia Retail Energy name and Columbia logo may cause confusion among Columbia Gas of Ohio Inc.'s residential customers?

RESPONSE:

33. Has the Company done any analysis to determine the value of using the Columbia name and logo in marketing efforts to Columbia Gas of Ohio, Inc. Choice residential customers?

RESPONSE:

34. If the response to OCC Interrogatory No. 33 is negative, please explain why the Company did not do any such analysis.

RESPONSE:

35. What value does the Company perceive from the ability to use the Columbia name and logo?

RESPONSE:

36. Referring to the response to OCC Interrogatory No. 35, please explain how the Company calculated and quantified the value of using the Columbia name and logo.

RESPONSE:

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Please provide a copy of the licensing agreement between NiSource and IGS.
2. Please provide a copy of any memos, notes or analysis that that quantifies the dollar amount that IGS pays to NiSource in exchange for the right to use the Columbia name and logo.
3. Please provide a copy of any memos, notes or analysis that contemplates NiSource taking over or becoming affiliated with IGS.
4. Referring to the response to OCC Interrogatory No. 33, please provide a copy of any memos, notes or analysis that quantifies the value to IGS of the use of the Columbia name and logo.

Respectfully submitted,

JANINE L. MIGDEN-OSTRANDER
CONSUMERS' COUNSEL



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Larry S. Sauer
Assistant Consumers' Counsel

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CERTIFICATE OF SERVICE

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