

CONFIDENTIAL

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Case # 10-2395-GA-CSS

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➤ Date Filed 12/20/2011

➤ Filed by John W. Bentine on behalf of

INTERSTATE GAS Supply Inc

❖ Summary of document Exhibit B

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Respondent.

before Ms. Katie Stenman, Attorney Examiner, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-C, Columbus, Ohio, called at 10:00 a.m. on Monday, November 7, 2011.

VOLUME I - CONFIDENTIAL EXCERPTS

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EXHIBIT

B

1 APPEARANCES:

2 Bruce J. Weston,
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4 By Mr. Joseph P. Serio
5 Mr. Larry S. Sauer
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7 Assistant Consumers' Counsel
8 10 West Broad Street, Suite 1800
9 Columbus, Ohio 43215-3485

10 On behalf of the residential utility
11 customers of the state of Ohio.

12 Chester, Willcox & Saxbe, LLP
13 By Mr. John W. Bentine
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16 65 East State Street, Suite 1000
17 Columbus, Ohio 43215-4213

18 On behalf of Interstate Gas Supply, Inc.

19 Bricker & Eckler, LLP
20 By Mr. Matthew W. Warnock
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On behalf of Northeast Ohio Public Energy
Council.

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By Mr. Michael Todd McIntosh
Mr. A. Brian McIntosh
1136 Saint Gregory Street, Suite 100
Cincinnati, Ohio 45202

On behalf of Stand Energy Corporation.

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(CONFIDENTIAL PORTION.)

EXAMINER STENMAN: Going back to
Mr. Warnock.

MR. WARNOCK: Yes, your Honor. I have --
what I'm going to start with is the service mark
license agreement and I have -- in discovery we were
provided both a redacted version and an unredacted
version of it. I'm going to provide both to all the
parties and I'm going to mark them separately, as
separate exhibits.

You know, I know that the confidentiality
issues are going to be addressed separately, but I
would ask, and I would like the record to note that
our contention is that the redacted version of this
agreement is public and there's nothing -- all the

1 confidential trade secret information was redacted.

2 We don't see how this is a confidential document.

3 With the unredacted version we would ask
4 that each of the specific redactions be addressed
5 separately because I know that at least some of the
6 redacted material has been in the public record. We
7 acknowledge that the specific, you know, fee amounts
8 are confidential and are to be treated as trade
9 secrets, but the majority of this even unredacted
10 document, it's our position that it's not
11 confidential. I have a feeling that IGS will beg to
12 differ with that but I just wanted to get that on the
13 record before I started my questioning.

14 EXAMINER STENMAN: My preference would be
15 that you mark your exhibits as, for example, 5 and
16 then 5A can be the confidential version. And as I
17 said before, the burden will obviously be on IGS when
18 we get the confidential transcripts to go through and
19 in as limited a fashion as possible redact it and let
20 us know what is confidential and then, obviously,
21 you'll have a chance to respond. So we'll deal with
22 those arguments at that time.

23 You can proceed when you're ready.

24 MR. WARNOCK: The redacted will be 5 and
25 the -- the unredacted will be 5A.

1 EXAMINER STENMAN: Yes.

2 (EXHIBITS MARKED FOR IDENTIFICATION.)

3 MR. WARNOCK: Your Honor, after the lunch
4 hour, I don't have quite enough copies of the
5 unredacted version, I'll make a copy over the lunch
6 hour for the court reporter.

7 EXAMINER STENMAN: That will be fine.

8 MR. WARNOCK: Okay.

9 MR. BENTINE: You said of the unredacted?
10 We've got an extra we can give to the court reporter
11 if she needs to refer to it.

12 EXAMINER STENMAN: Thank you.

13 MR. WARNOCK: Thank you.

14 MR. BENTINE: Anything I can do to
15 accommodate, Matt.

16 MR. WARNOCK: Thank you, Mr. Bentine.

17 - - -

18 DIRECT EXAMINATION (AS ON CROSS) (continued)

19 By Mr. Warnock:

20 Q. Now, before I get to the licensing
21 agreement I'm going go back to a couple of questions
22 we agreed would be asked on the confidential record,
23 and first I'm going to go back to the questions that
24 I was asking about the board of directors. I think
25 we left off that there are four directors on the

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1 board at IGS; is that correct?

2 A. Correct.

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

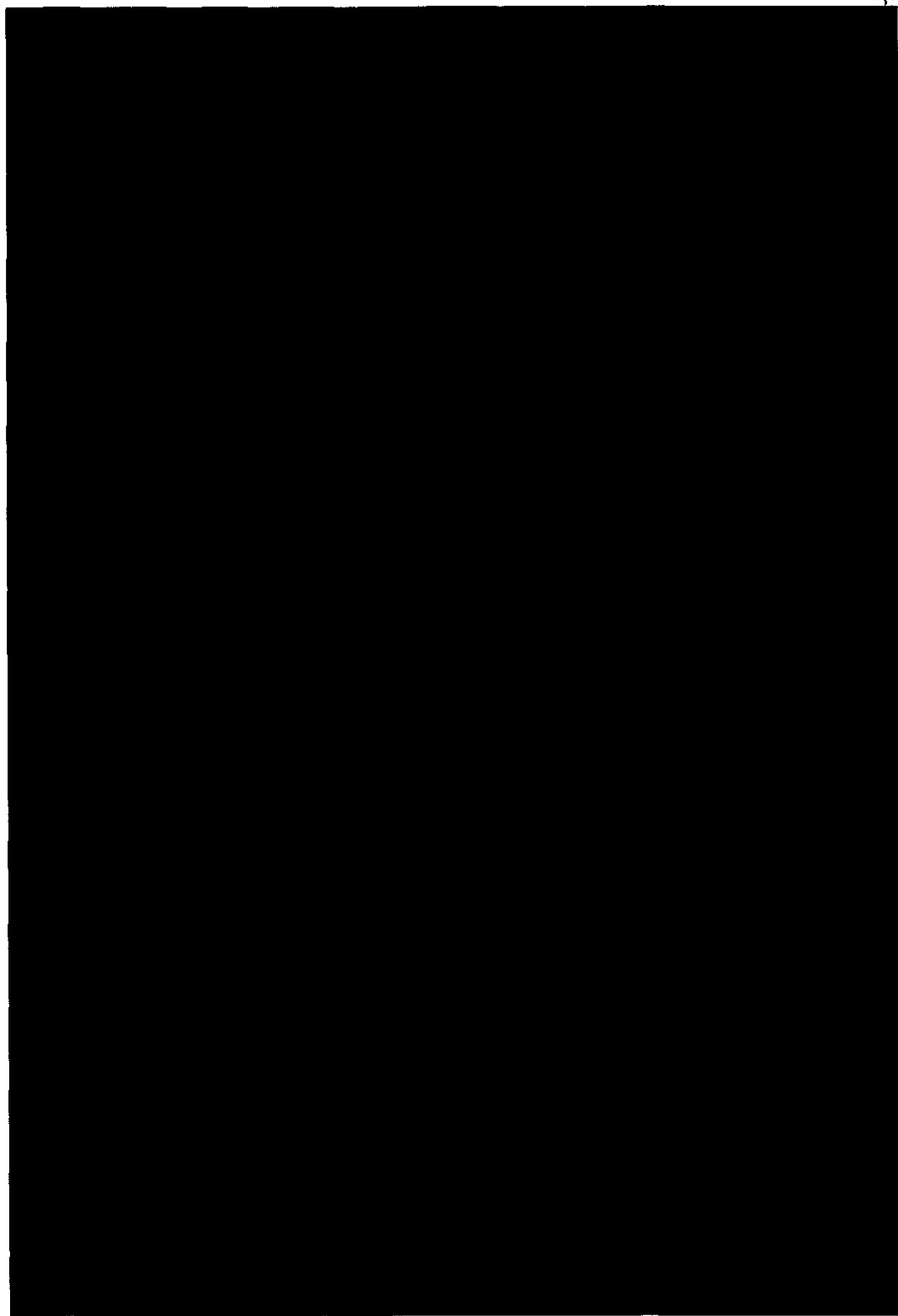
25 [REDACTED]

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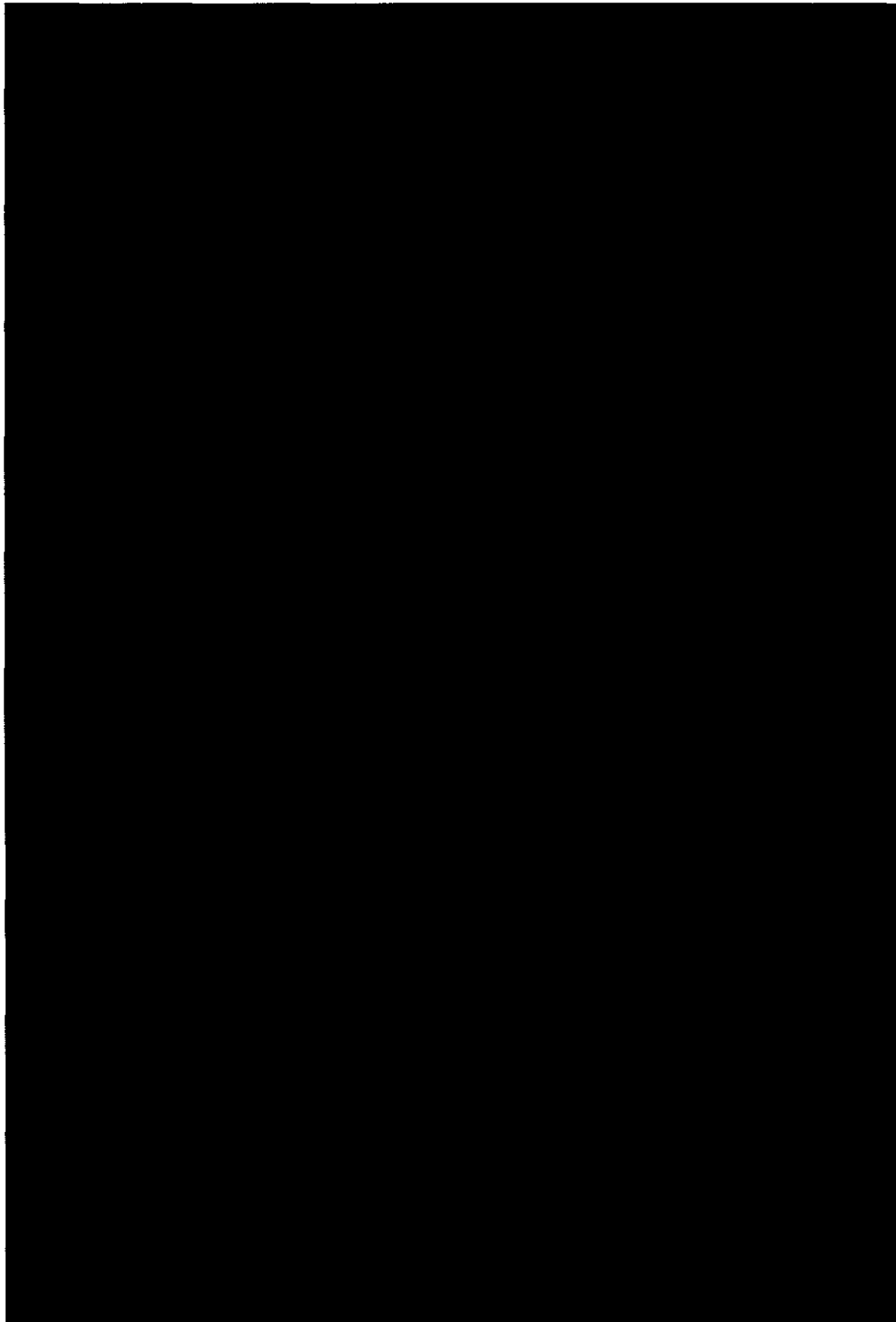
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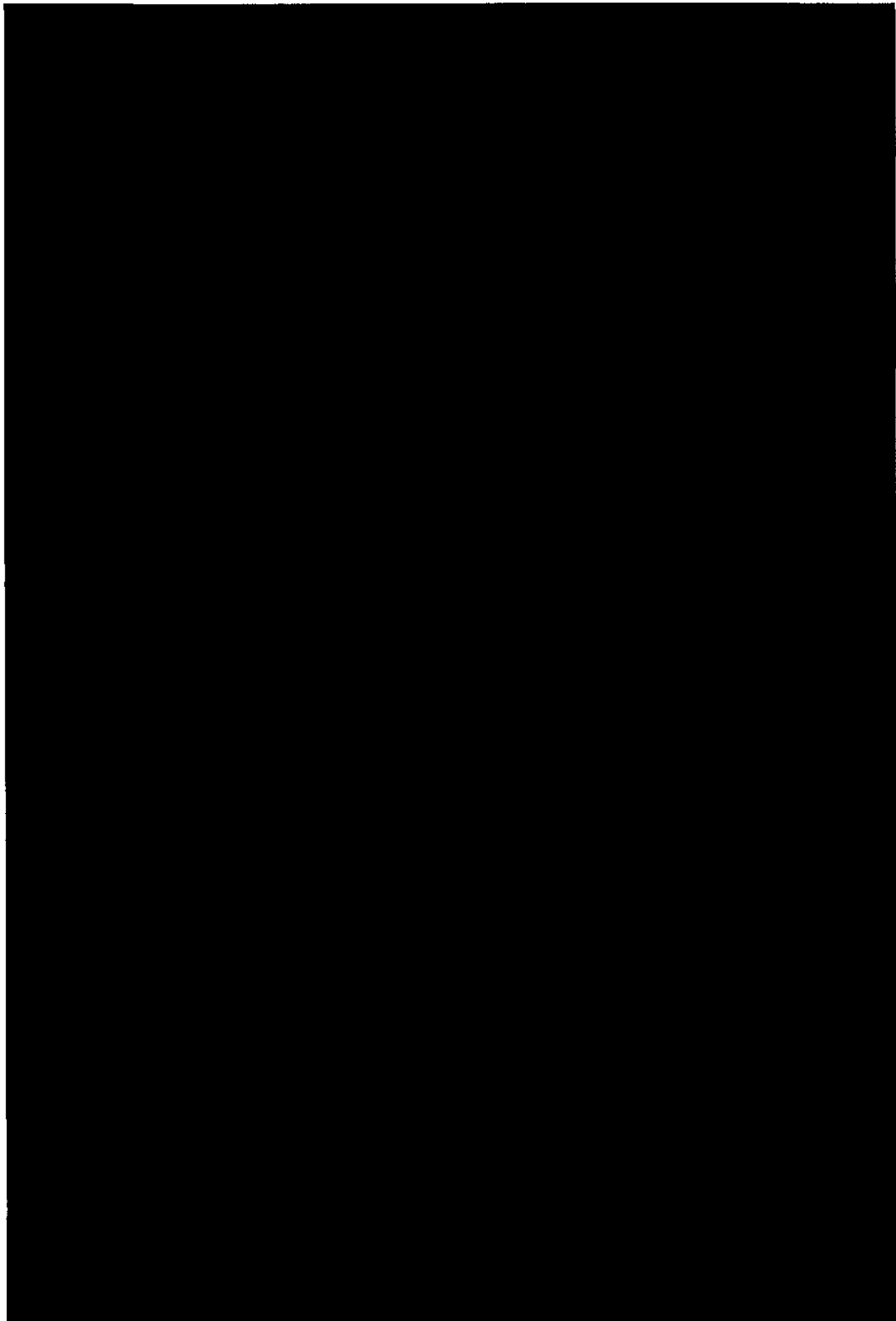
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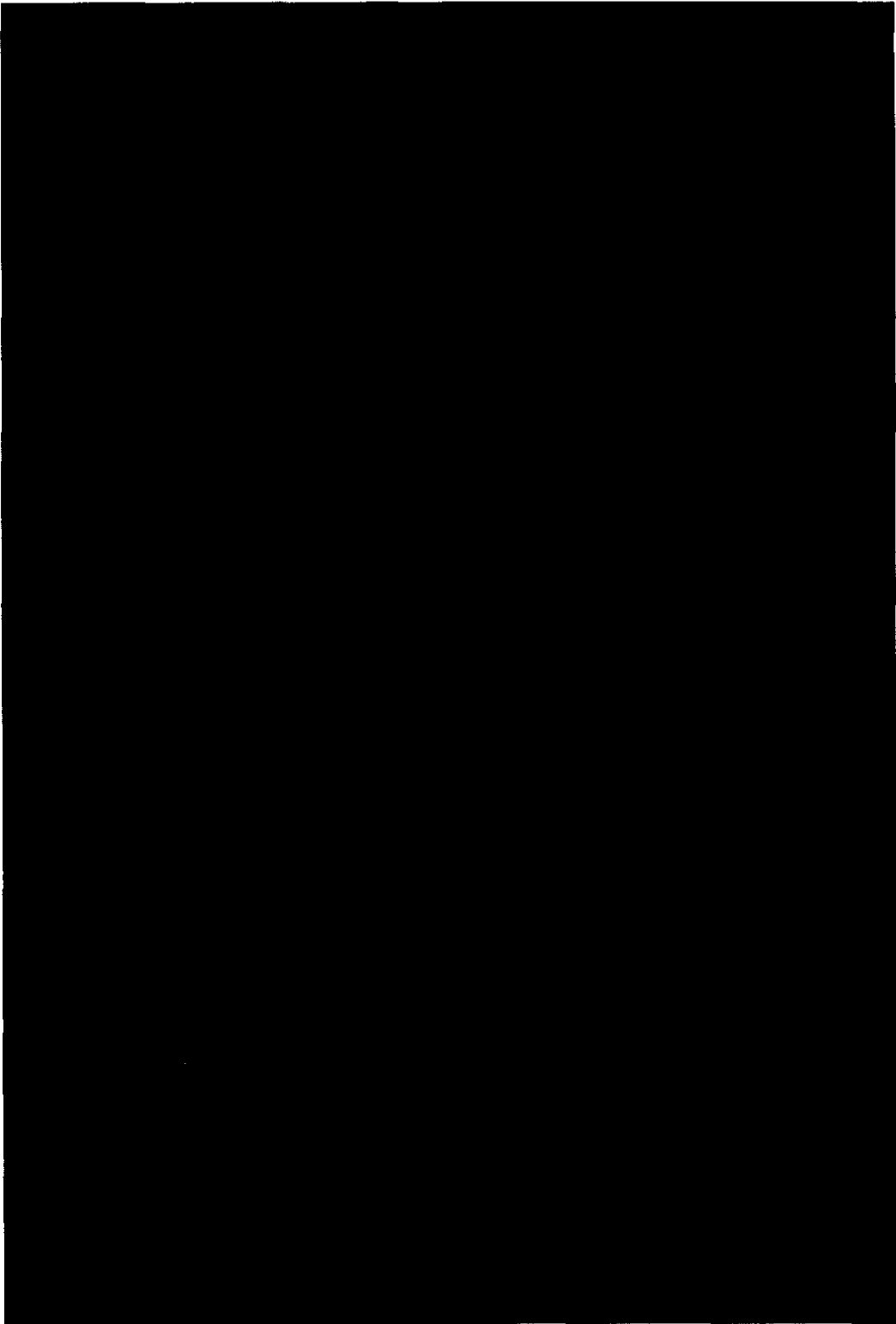
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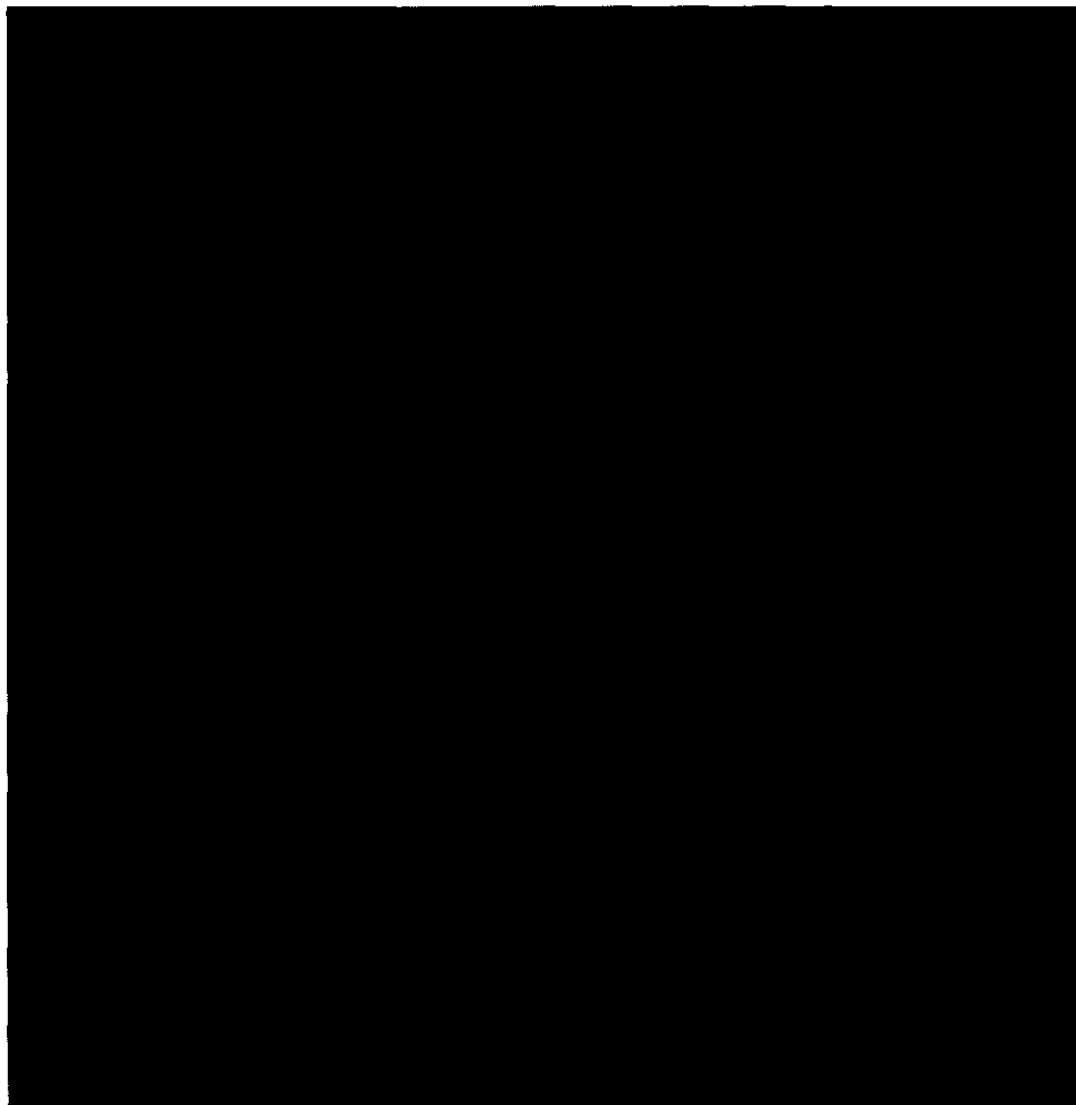
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Q. (By Mr. Warnock) All right. Now, turning to the service mark license agreement, there are two documents before you, two versions of the service mark license agreement, the first which has been marked as NOPEC Exhibit 5 is the redacted version which is the one with solid black lines on portions of the agreement. Do you have that in front of you?

1 A. Yes.

2 Q. And the second document is what's been
3 marked as NOPEC Exhibit 5A and this is the same
4 agreement but it is unredacted so any of the
5 previously redacted language is now, it looks like a
6 little gray box around it but you can visualize it.
7 Do you have that in front of you?

8 A. Yes.

9 Q. And I'd note that on the redacted
10 versions, so the one with the black boxes, in the
11 bottom right-hand corner there are Bates stamps. Do
12 you see that? There is a number that says IGS000139?

13 A. Yes.

14 Q. And this document was produced during
15 discovery by IGS, correct?

16 MR. BENTINE: So stipulated.

17 Q. And turning to the other version of the
18 agreement marked IGS000161; do you see that?

19 A. Yes.

20 Q. And this document was also provided
21 during the discovery process.

22 MR. BENTINE: So stipulated.

23 Q. I'm going to turn your attention in the
24 redacted version to page 12, actually, page 12 in
25 both documents. Are you there?

1 A. Yes.

2 Q. And you signed this agreement on behalf
3 of Interstate Gas Supply; is that correct?

4 A. Yes.

5 Q. And this is your signature on page 12?

6 A. Yes.

7 Q. And the date of your signature is July
8 13th, 2010, correct?

9 A. Correct.

10 Q. And who signed the agreement for the
11 licensor, which is NiSource Retail Services, Inc.?

12 A. Jimmy Staton.

13 Q. Do you know Mr. Staton?

14 A. I met him. Yeah.

15 Q. What is his position with NiSource Retail
16 Services, Inc.?

17 A. He was or is the executive VP and group
18 CEO. I think he has had a job change since then.

19 Q. Do you know where he is employed now?

20 A. I believe he is currently the head of the
21 transmission and pipeline system.

22 Q. Still for a NiSource entity?

23 A. For NiSource, yeah.

24 Q. And what was the date of his signature?

25 A. July 15th, 2010.

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1 Q. Okay. Now, generally when did
2 discussions about a licensing agreement begin?

3 A. January of 2010.

4 Q. And did you initiate those discussions?

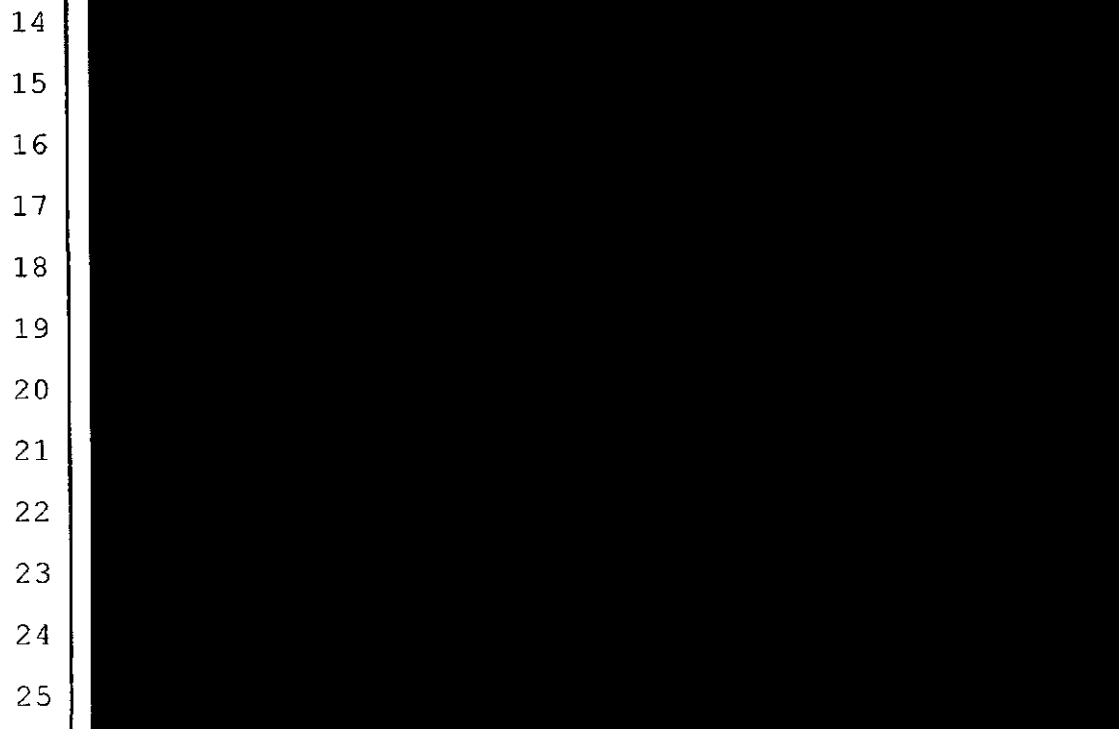
5 A. I believe I did.

6 Q. And who did you initiate those
7 discussions with?

8 A. Jimmy Staton.

9 Q. Was Mr. Staton the only one that you
10 spoke to initially about such an agreement?

11 A. Well, I don't know what you mean,
12 initially. I initially started the conversations
13 with Jimmy Staton, yes.



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1 Q. Do you know if Columbia Gas of Ohio has
2 an unregulated affiliate in Ohio currently?

3 A. For the purpose of selling retail natural
4 gas.

5 Q. Yes.

6 A. They do not.

7 Q. And when you were discussing a licensing
8 agreement with Mr. Staton, who negotiated the
9 ultimate agreement for IGS?

10 A. That would be me.

11 Q. Anyone else?

12 A. No. I was the lead on that.

13 Q. And who negotiated for NiSource?

14 A. Steve Warnick.

15 Q. And who is Mr. Warnick?

16 A. He was their designated negotiator for
17 this agreement. At the time I don't know his exact
18 title. I think he was at a president level or
19 their -- I really don't know.

20 Q. Do you know if Mr. Warnick worked for
21 your father at Columbia Gas of Ohio?

22 A. I do know he did not.

23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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[REDACTED]

Q. All right. Now I'd ask that you turn to the first page of the unredacted version, so version 5A. NiSource Retail Services, Inc. is the licensor, correct?

A. Are we on page --

Q. The first page of the document.

A. 139 or on 161?

Q. 161.

A. Okay. And the document is with NiSource Retail Services, Inc.

Q. Do you know why the agreement is with NiSource Retail Services, Inc. rather than NiSource Retail Services Company?

A. No, I do not.

Q. And on the second line of that document the date of the agreement is July 13th, 2010, correct?

A. Correct.

Q. And I'll turn you to page 2 of that agreement, IGS000162.

A. Yes.

[REDACTED]

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MR. BENTINE: Let me state this, if I might, your Honor, and I am not in any way impugning Mr. Dosker but he also can't take a brain wipe here. He is in house general counsel and I understand and take that he would not talk about --

MR. WARNOCK: Mr. Dosker has agreed, he'll leave if that's what you would wish.

MR. BENTINE: If we're going to talk about what their strategies were in this document, then yes, I think that would be appropriate.

MR. WARNOCK: That's fine.

MR. DOSKER: Okay.

EXAMINER STENMAN: Thank you, Mr. Dosker. As I said earlier, 11-D next door is open.

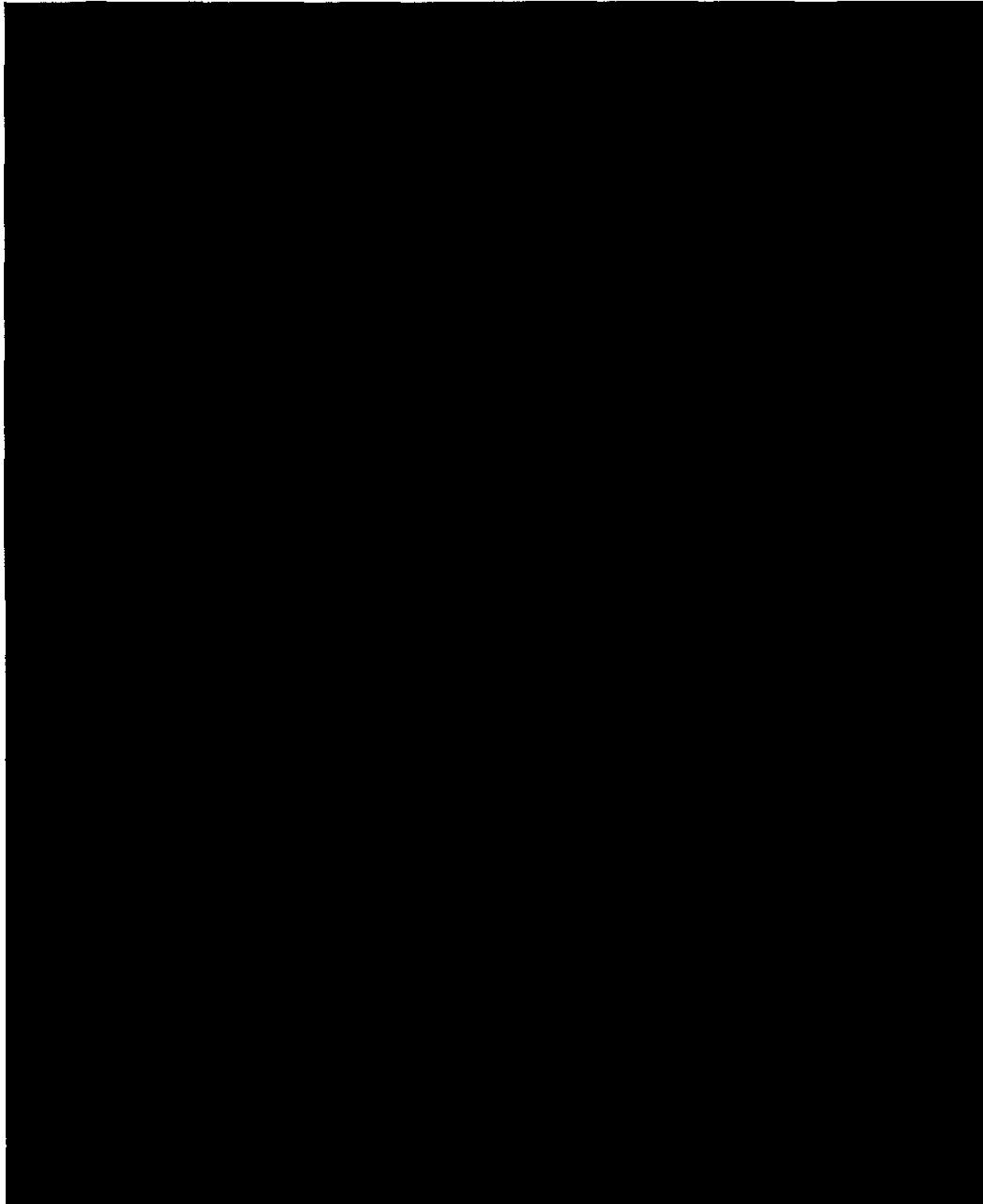
MR. DOSKER: Thank you.

MR. BENTINE: Thank you, your Honor.

EXAMINER STENMAN: Thank you.

MR. WARNOCK: Can you repeat the
question, please?

(Record read.)



1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 Q. And in your research did you find that
5 any public utility commission rules either --
6 prohibited your use of a utility name by a
7 nonaffiliate?

8 A. No. We didn't find any prohibition. We
9 found a lack of, really a lack of rules regarding the
10 use of a nonaffiliate. We found lots of rules
11 regarding the use of an affiliate using the name.

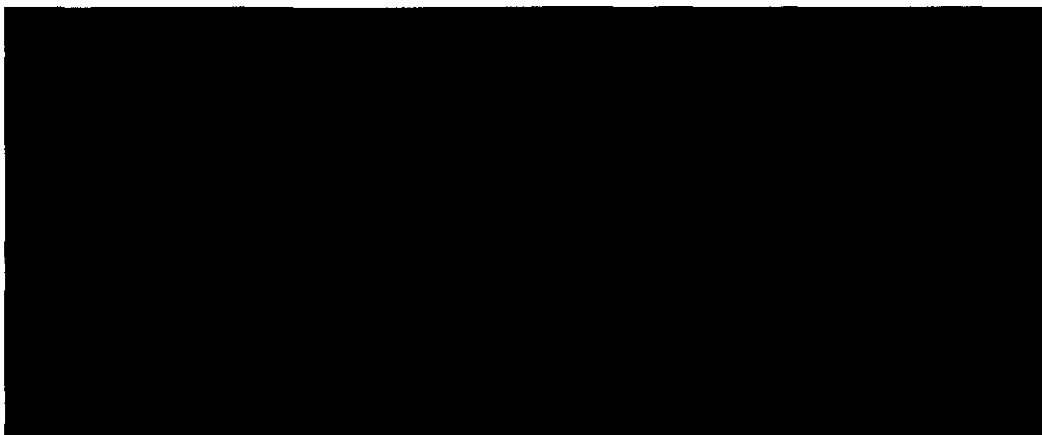
12 We decided that the best thing for us to
13 do would be to comply with the rules that would be of
14 an affiliate in terms of providing similar
15 disclosures.

16 Q. And in paragraph 1 which is on page, this
17 is on 161 of the unredacted version, paragraph 1, the
18 Grant of License, is it your understanding that this
19 agreement limits IGS's use of service marks to the
20 Columbia Gas service territories defined in this
21 agreement as NDC Territories?

22 A. Yes.
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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Q. And then in the definition of NDC on page 2, section 2.10, it specifically defines NDC to mean NiSource distribution companies and specifically Columbia Gas of Ohio, Columbia Gas of Kentucky, Columbia Gas of Maryland, Columbia Gas of Virginia, and Columbia Gas of Pennsylvania. Do you see that? Page 2, section 2.10.

A. I see as defined below on my version. It's my understanding that that's what the agreement says.

Q. And do you know if the natural gas markets in, well, let's start with Kentucky. Does Kentucky have a competitive natural gas market?

A. Yes, they have a Choice program.

Q. Does Maryland?

A. Yes.

Q. Virginia?

A. Yes.

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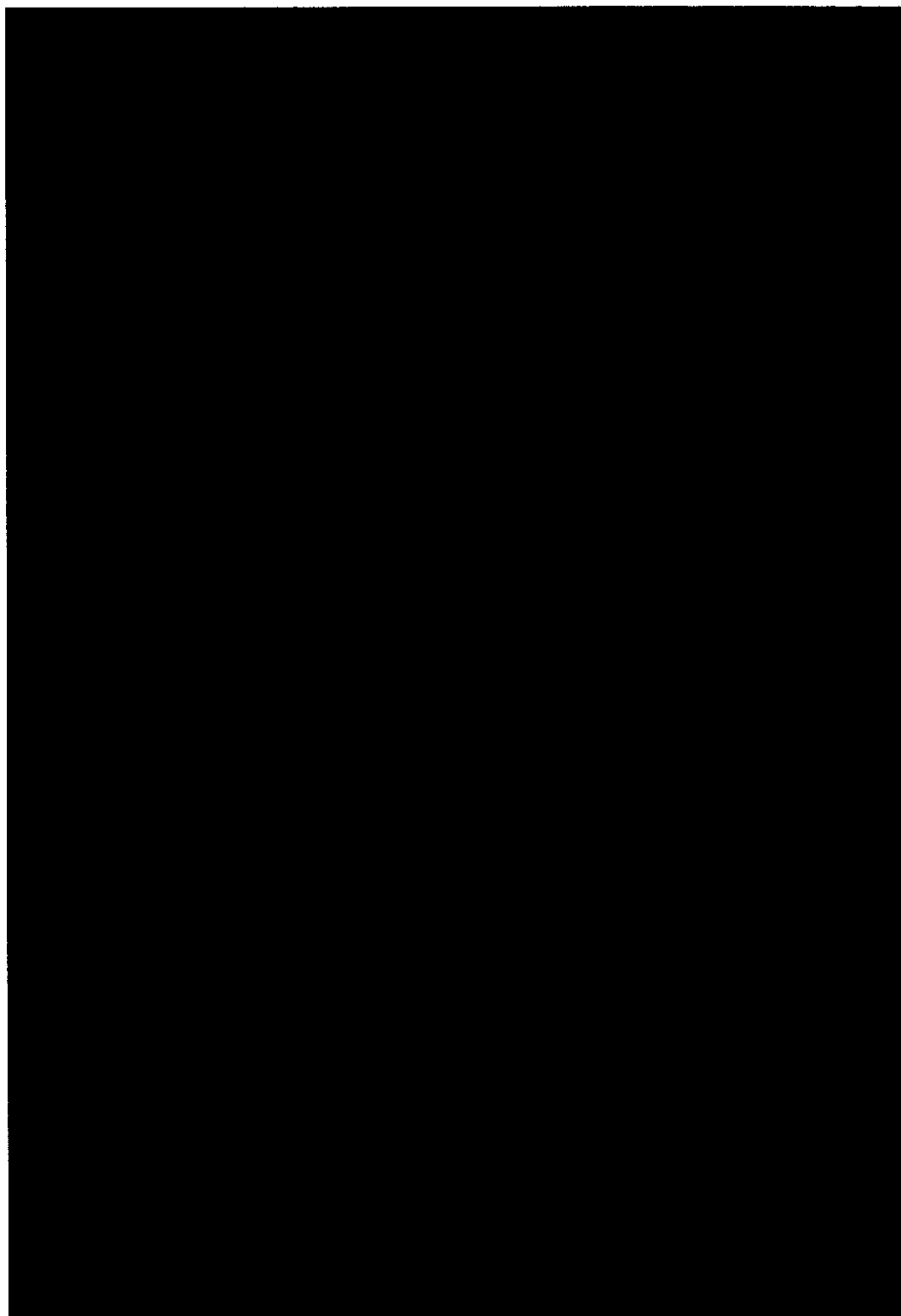
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Q. Pennsylvania?

A. Yes.



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[REDACTED]

Q. Now, turn your attention to section 5
which is the Licensing Fee. [REDACTED]

[REDACTED]

[REDACTED]

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Q. Now, in terms of these categories of customer, how would customers assigned to IGS or Columbia Retail Energy under Columbia's SCO program, how would they fall in these categories?

MR. BENTINE: Could I have that question reread, please.

(Record read.)

MR. BENTINE: I'm going to object. Customers aren't assigned to IGS or CRE. They sign up for it, but they're not assigned.

EXAMINER STENMAN: Mr. Warnock.

Q. Mr. White, are you familiar with Columbia's standard service offer program?

A. Yes.

Q. Are you familiar with Columbia's standard choice offer program that's designed to go into effect sometime soon?

A. Yes.

Q. What's the difference between the SSO and the SCO programs?

A. One's a wholesale auction and one's a retail auction.

1 Q. And is it your understanding that as part
2 of the SCO process that customers would be assigned
3 to a retail supplier by Columbia Gas?

4 A. If they were a winning auction -- if they
5 won the tranche in the auction, yes.

6 Q. So, you know, in the event IGS or
7 Columbia Retail Energy was successful in the auction
8 and customers were assigned to IGS or Columbia Retail
9 Energy, how would those customers be treated under
10 this agreement?

11 A. They wouldn't be. They're neither
12 government aggregation nor the customers that chose
13 to be supplied by IGS.

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[REDACTED]

Q. What is throughput?

A. Throughput is the measurement of the volume for the month that the customers who are mass market or government aggregation customers consume.

Q. And I believe you -- well, strike that.

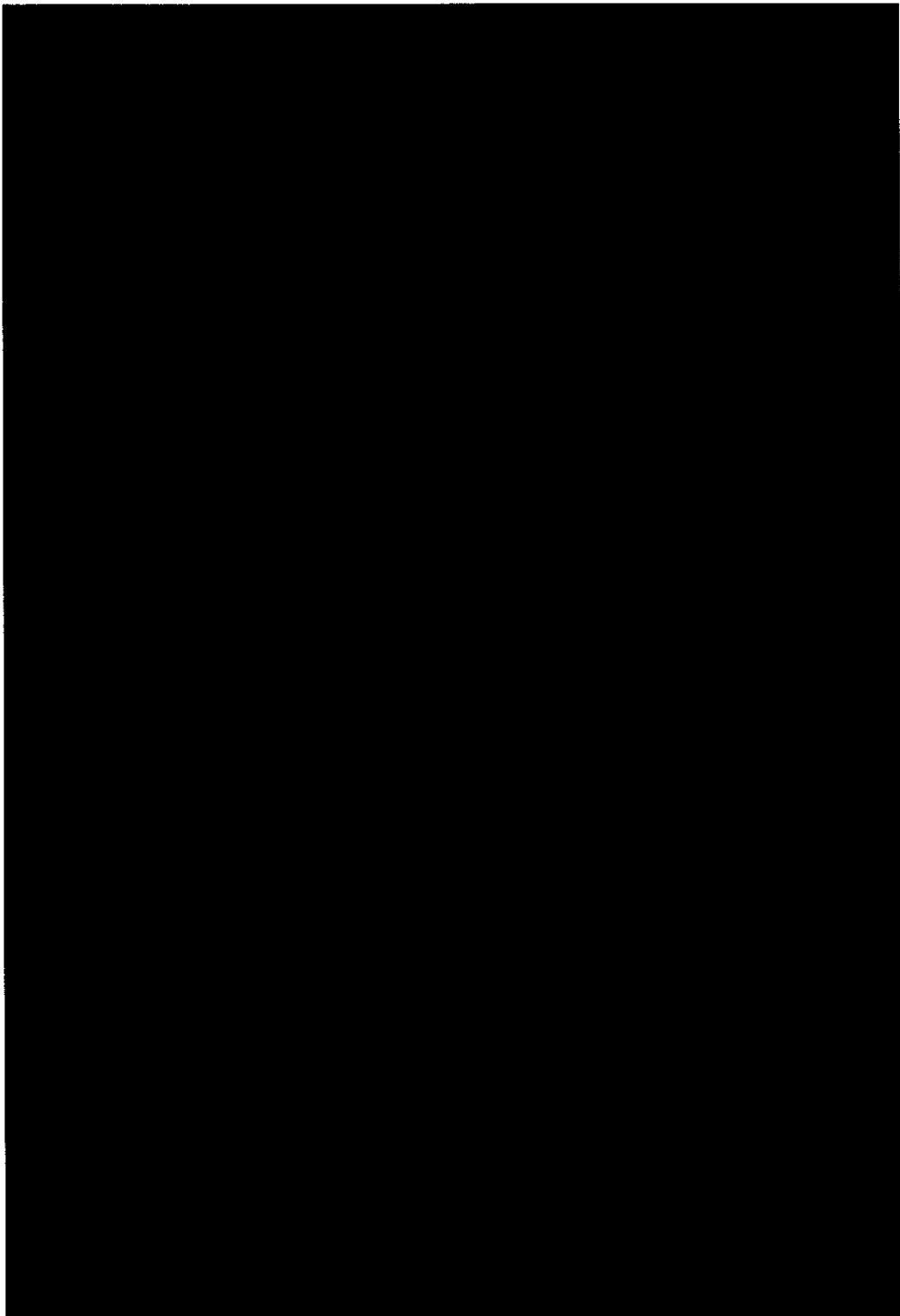
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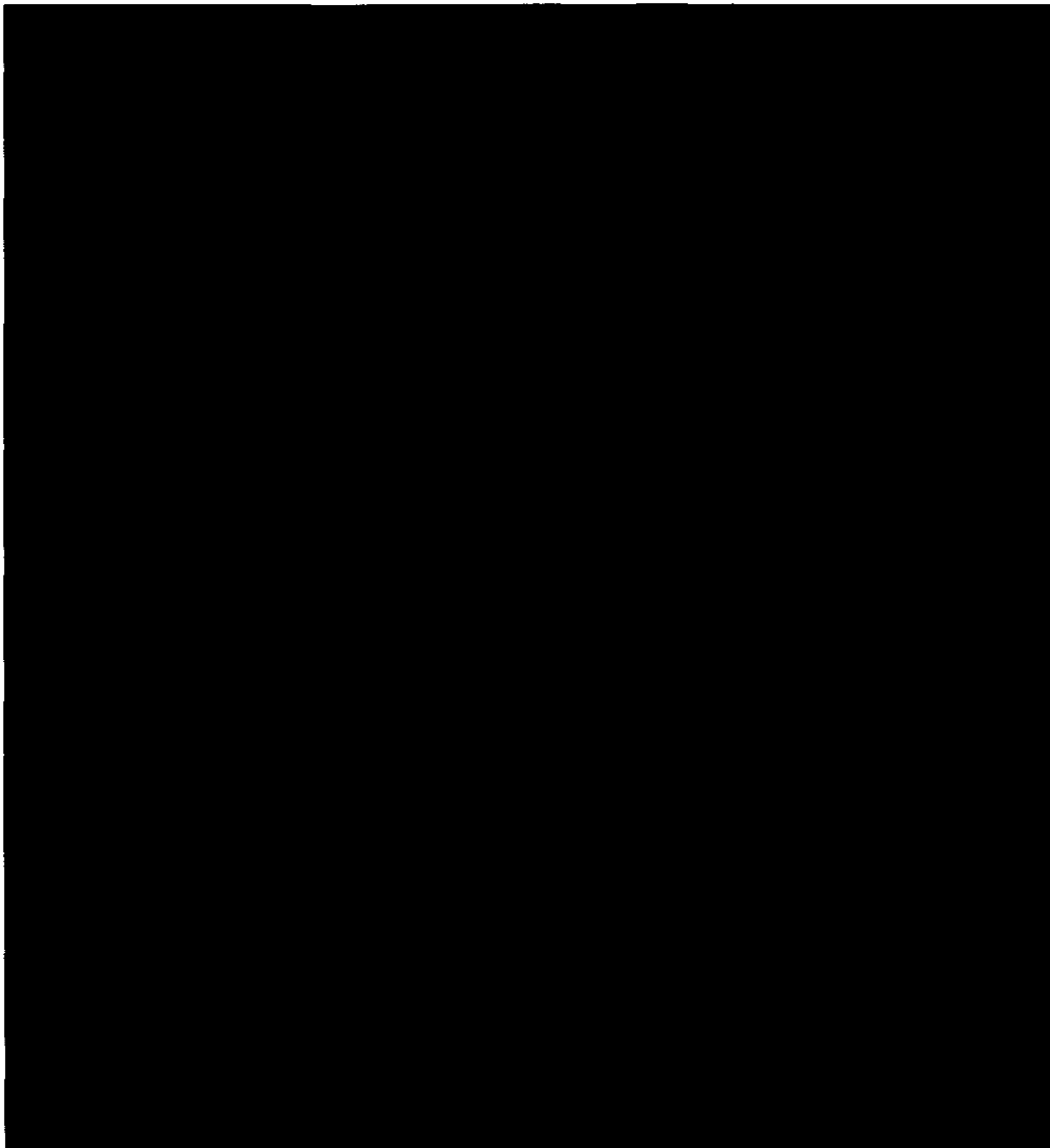
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Q. And you'd agree that there's an incentive for NiSource to encourage customers to contract with IGS?

A. You would think so.

Q. Is that a "yes"?

A. I would think so, yes.

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1 Q. Do you know what, if any, steps NiSource
2 has taken to encourage customers to contract with
3 IGS?

4 A. None.

5 Q. You know of none or --

6 A. I don't know of any.

7 Q. So there's a direct financial benefit
8 that NiSource receives for every customer in the
9 Columbia Gas of Ohio service territory that contracts
10 with IGS.

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but theoretically yes.

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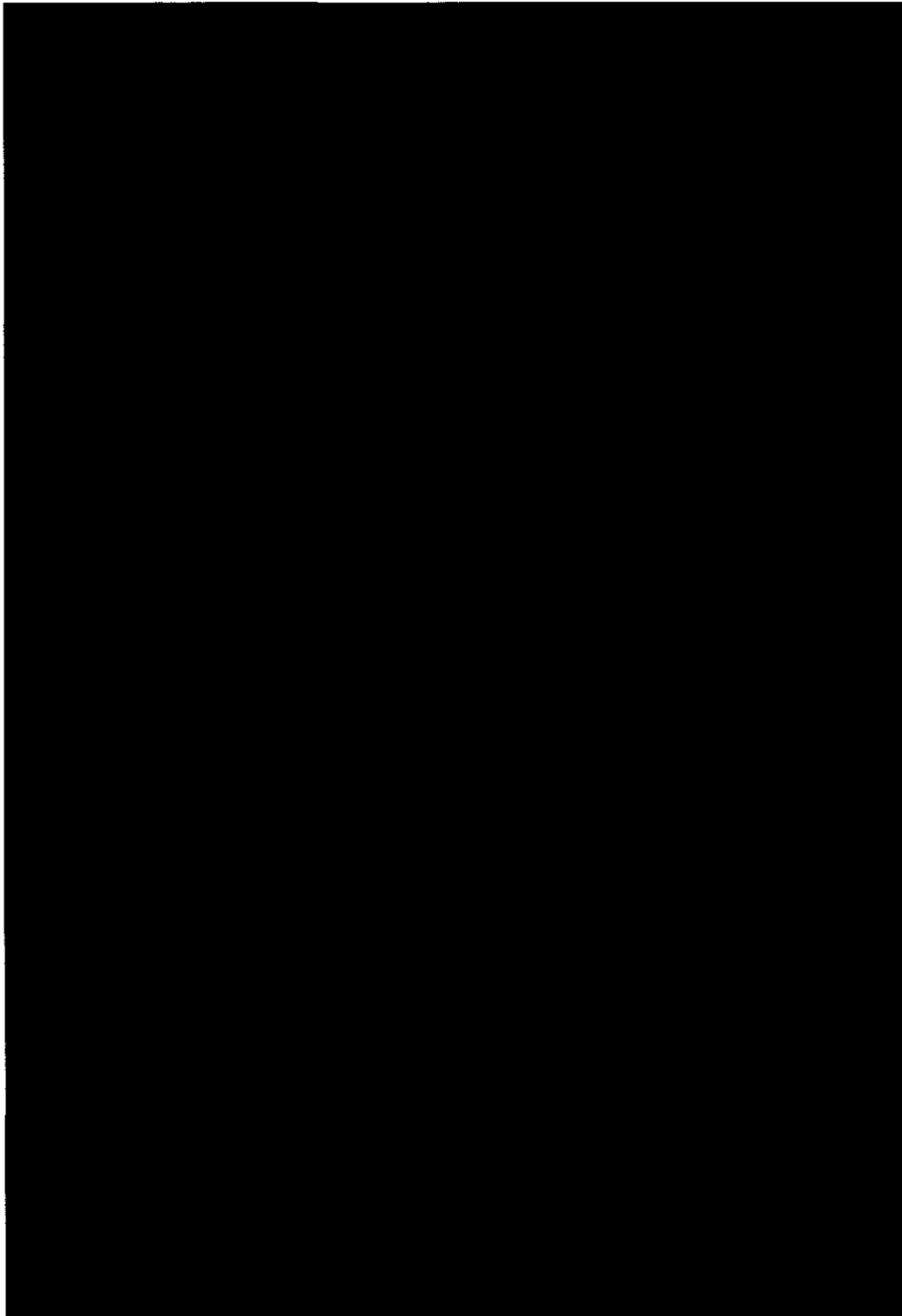
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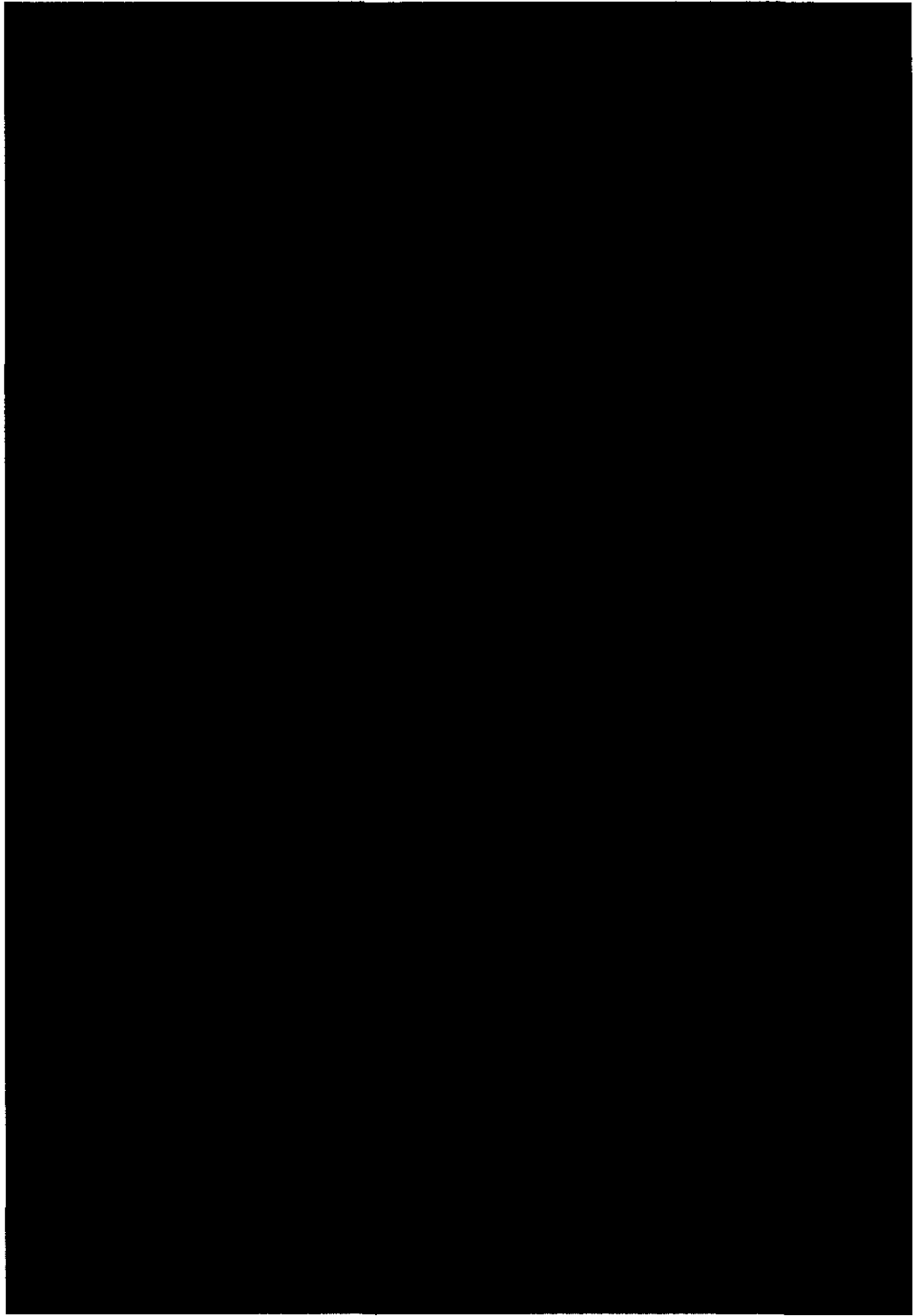
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1 [REDACTED] What benefits is IGS receiving from
2 NiSource under this agreement?

3 A. Well, we get to use -- we get to put the
4 name Columbia Retail Energy out into the marketplace.
5 It's our hope that having that name out there,
6 because it was not out there prior to this, that will
7 help the Choice program be more accepted, and we hope
8 that the utility will be of the mind-set of trying to
9 create a better marketplace in their choice -- in the
10 Choice program.

11 MR. WARNOCK: Can I have that answer
12 reread, please.

13 (Record read.)

14 Q. And when you say that you're hoping that
15 it encourages acceptance of the Choice program, what
16 do you mean by that?

17 A. I mean we compared the Columbia program
18 migration rates compared to the Dominion migration
19 rates and the Vectren migration rates and noticed
20 that the Dominion migration rates were far in excess
21 of Columbia migration rates. We also knew that
22 having -- the utility itself is very proactive in
23 promoting the program in Cleveland under the --
24 Dominion was very proactive in educating and
25 promoting the program where Columbia was less active.

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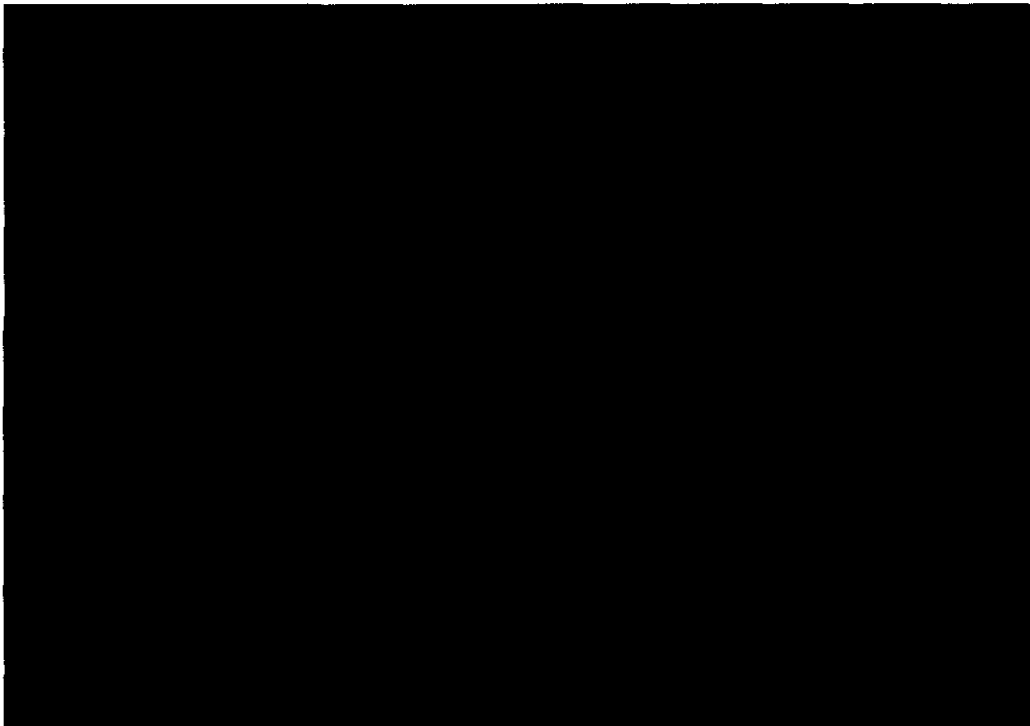
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1 Q. All right. Now I'm going to turn you to
2 section 8.4 of this agreement. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
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Q. Do you know if NiSource Retail Services is currently certified by the PUCO as a competitive retail natural gas supplier?

A. I highly doubt that. I do not think they are.

Q. I'm going to turn your attention to paragraph 15. This is on page 8 of the agreement.

A. Yes.

Q. This paragraph has to do with management meetings. Do NiSource and IGS have regular senior management meetings?

A. Well, we have regular meetings. I now have -- I guess it depends on what "senior

1 management" would be defined as. We have
2 specifically Larry Friedeman, who is one of my direct
3 reports, engaged in this process from a
4 communications standpoint and meeting standpoint with
5 Dean Bruno. To the extent that constitutes regular
6 senior management, then yes.

7 Q. But you'd agree that IGS and NiSource do
8 have regular meetings about this agreement?

9 A. Well, there's regular communications.
10 Yeah, there are meetings. There's three, four a year
11 with, specifically from our standpoint, Larry
12 Friedeman as our representative.

13 Q. And so for purposes of this paragraph
14 Larry Friedeman would be designated what's,
15 quote/unquote, the primary point of contact?

16 A. Yes.

17 Q. And do you know who the primary point of
18 contact would be at NiSource?

19 A. Dean Bruno.

20 Q. All right. I'm going to turn your
21 attention to Paragraph 19. This is entitled
22 Regulatory/Legislative Collaboration. [REDACTED]

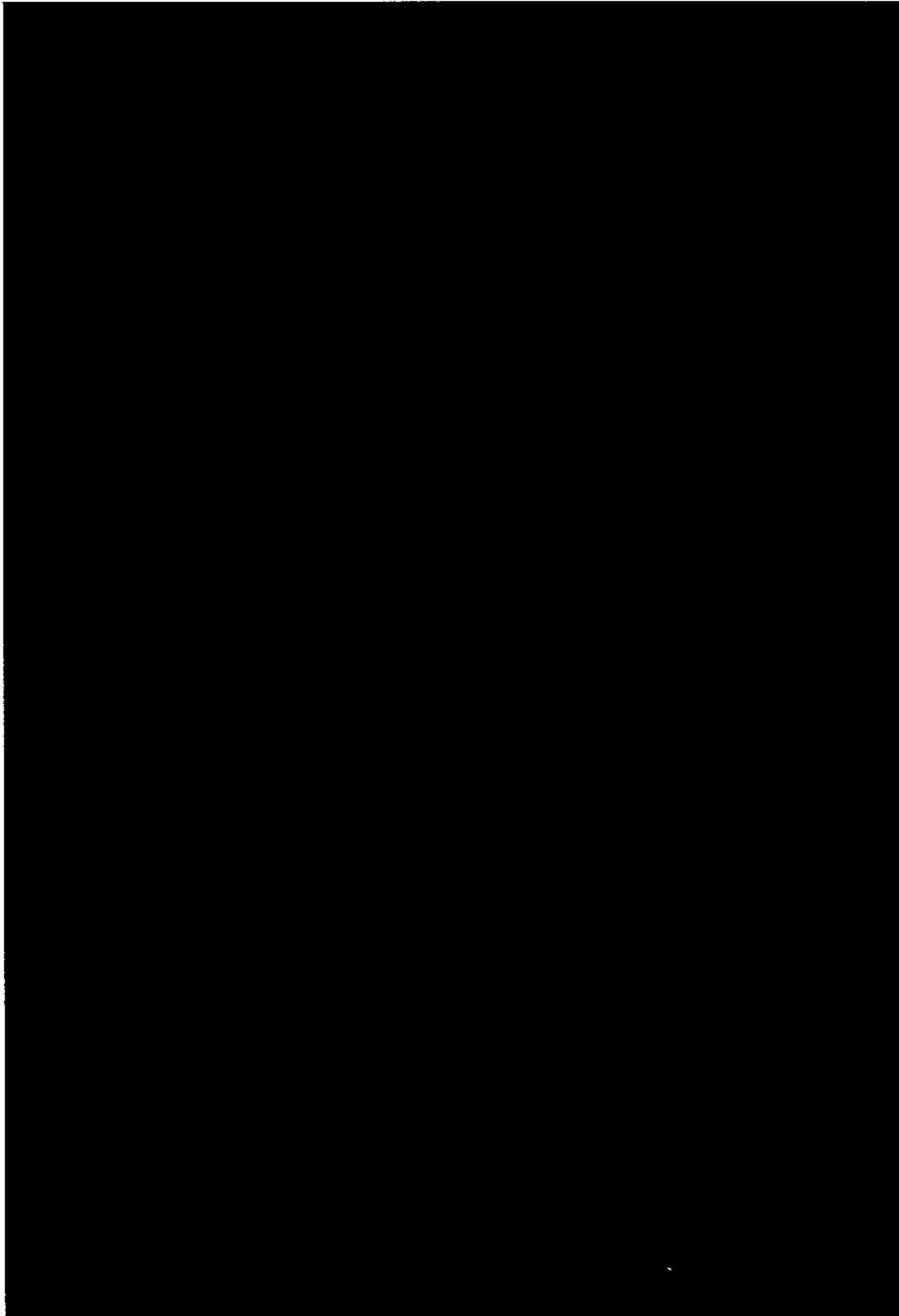
23 [REDACTED]
24 [REDACTED]
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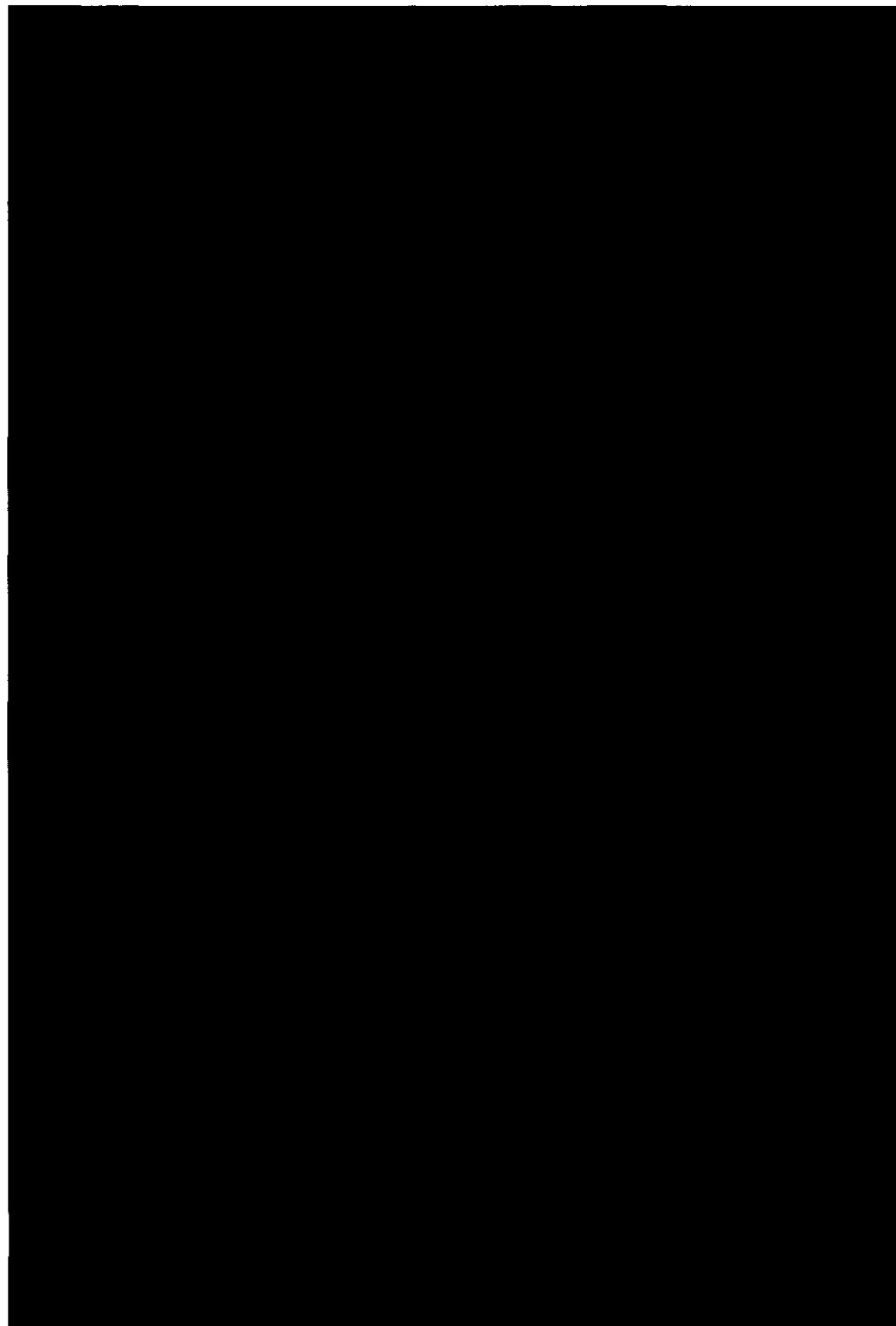
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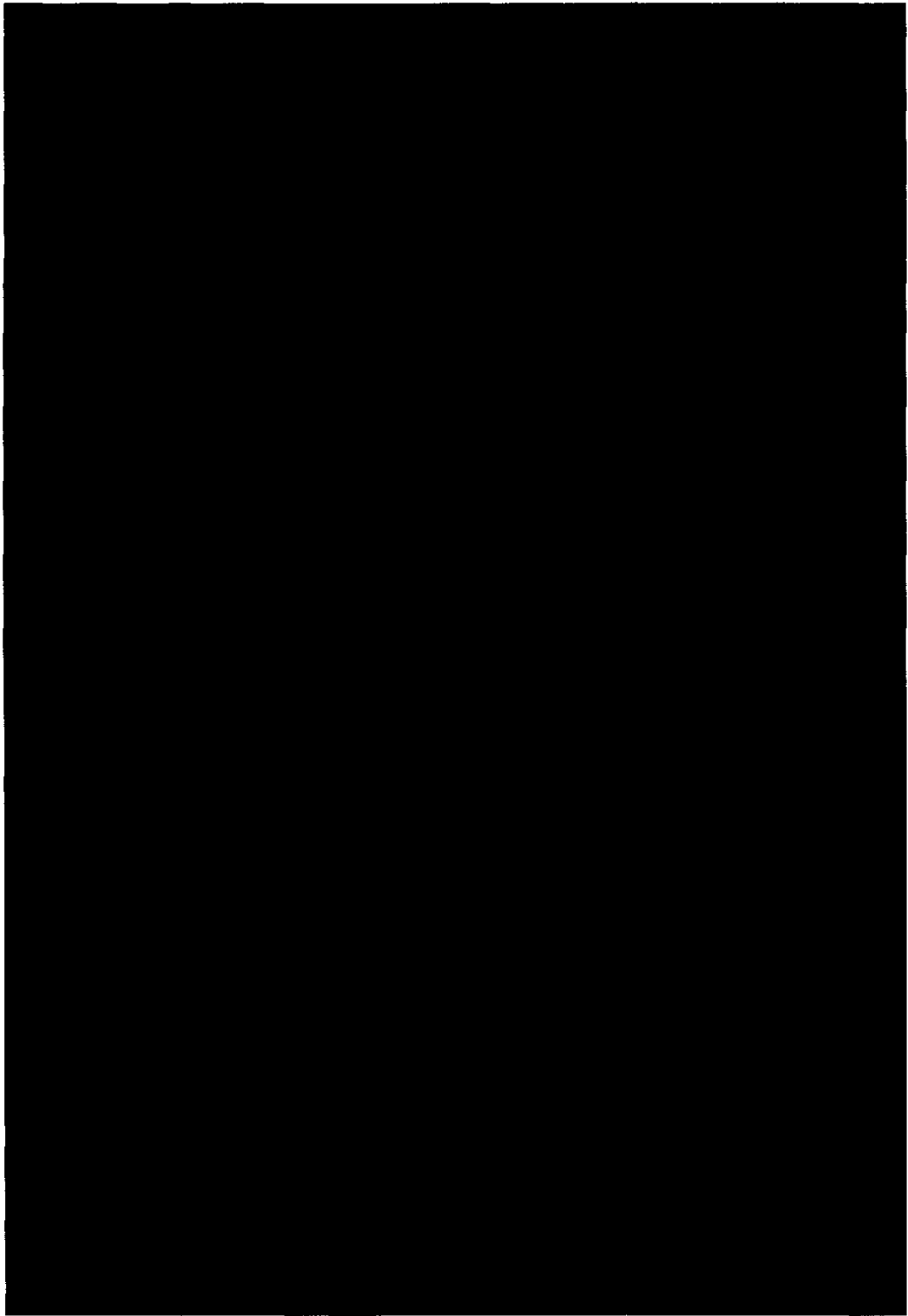
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EXAMINER STENMAN: Let me stop you there.

It's 12:30. I think this is an excellent time to take a break and to actually take a lunch break because it looks like we're going to go well into the afternoon with Mr. White. So let's go off the record and take a lunch break for an hour, we'll be back at 1:30.

(At 12:28 p.m. a lunch recess was taken until 1:30 p.m.)

- - -

Monday Afternoon Session,
November 7, 2011.

- - -

EXAMINER STENMAN: Let's go back on the
record.

MR. WARNOCK: I would like to make a
proffer relating to the questions pertaining to IGS's
lobbying activities, and I would note that a proffer
with just questions is really not offering any
evidence in the event that the objection is
ultimately overruled. So I would ask that the Bench
allow me to ask Mr. White questions and hear his
answers, otherwise, you know, we don't have the
luxury of a deposition transcript to proffer as
evidence for these questions and my questions alone
aren't going to do anything. There's going to be no
actual evidence in the record.

EXAMINER STENMAN: Mr. Warnock, typically
a proffer is -- there would be no difference in a
proffer, between a proffer and actual questioning, if
you were allowed to ask the witness questions;
however, you are allowed to tell us what you would
hope to present from those questions. For example,
if you asked the question and you believe you would
get X as a response, you're allowed to say that "I

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1 believe this would show X" and then "I would ask this
2 question, and that would show Y" and such a format.

3 MR. WARNOCK: Okay. Then I am happy to
4 proceed that way. One thing I would note is I don't
5 believe that these questions that I'm going to ask,
6 and I'm not going to refer to the agreement
7 themselves, I don't think anything relating to the
8 lobbying activities is confidential so I would note
9 that for the record.

10 EXAMINER STENMAN: Thank you.

11 MR. WARNOCK: Well, to start this
12 proffer, I had handed the witness what had been
13 marked as NOPEC Exhibit 6 which was a page of public
14 document from the Joint Legislative Ethics Commission
15 related to the agents or lobbyists for Interstate Gas
16 Supply, Inc.

17 I was going to walk through this document
18 and identify that there are seven agents or lobbyists
19 identified working on behalf of Interstate Gas
20 Supply, Inc. including Donald Thibaut. I was going
21 to ask what each of these individual lobbyists did
22 for Interstate Gas Supply or IGS and specifically
23 what Mr. Thibaut did. I was going to ask about
24 Mr. White's dealings with Mr. Thibaut, his
25 familiarity with Mr. Thibaut, and what Mr. Thibaut

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1 did in terms of lobbying for IGS.

2 I was also going to ask Mr. White whether
3 he knew that Mr. Thibaut was also the lobbyist for
4 Columbia Gas of Ohio. I was also going to ask
5 questions about, and actually I will also proffer
6 what's going to be marked as NOPEC Exhibit 7 which is
7 an article from The Columbus Dispatch dated May
8 23rd.

9 EXAMINER STENMAN: That will be marked as
10 NOPEC 7.

11 (EXHIBIT MARKED FOR IDENTIFICATION.)

12 MR. WARNOCK: In particular, I was going
13 to ask about Mr. White's familiarity with this
14 article, whether it's true that IGS hired Mr. Thibaut
15 in response to the filing of this complaint case, and
16 then I guess Mr. White and IGS's interactions with
17 Mr. Thibaut as it pertains to this case and the
18 Office of the Ohio Consumers' Counsel.

19 And then in terms of what we expected
20 this to show is that there is a direct link between
21 Interstate Gas Supply and Columbia Gas of Ohio in the
22 form of its lobbyist, specifically Mr. Thibaut; that
23 Mr. Thibaut was hired to address and deal with issues
24 in this case specifically relating to the Ohio
25 Consumers' Counsel; and that there were efforts to

1 cut the budget of the Ohio Consumers' Counsel because
2 of the filing of this complaint case.

3 EXAMINER STENMAN: Does that conclude
4 your proffer?

5 MR. WARNOCK: Yes, your Honor.

6 MR. BENTINE: We have no objection to the
7 proffer, your Honor, however, reserve objections with
8 regard to relevancy, hearsay, all the other
9 appropriate objections.

10 EXAMINER STENMAN: Of course.

11 Do you want to continue with your
12 questioning, Mr. Warnock?

13 MR. WARNOCK: Yes, your Honor. I have a
14 few more confidential questions and then I would like
15 to go back on the public record.

16 EXAMINER STENMAN: Just to be clear that
17 we're still in the confidential portion of the
18 transcript.

19 - - -

20 DIRECT EXAMINATION (AS ON CROSS) (continued)

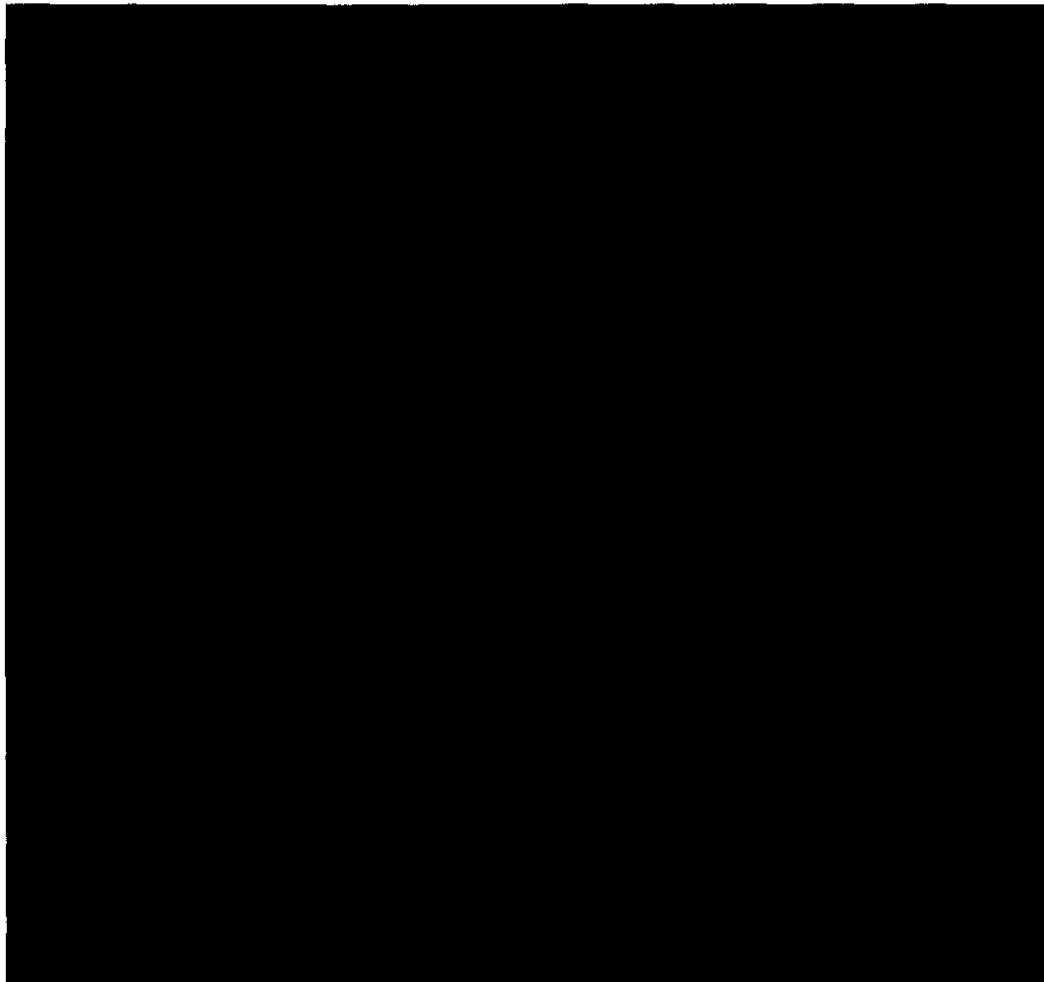
21 By Mr. Warnock:

22 Q. Mr. White, do you still have in front of
23 you the service mark license agreement which is the
24 unredacted version?

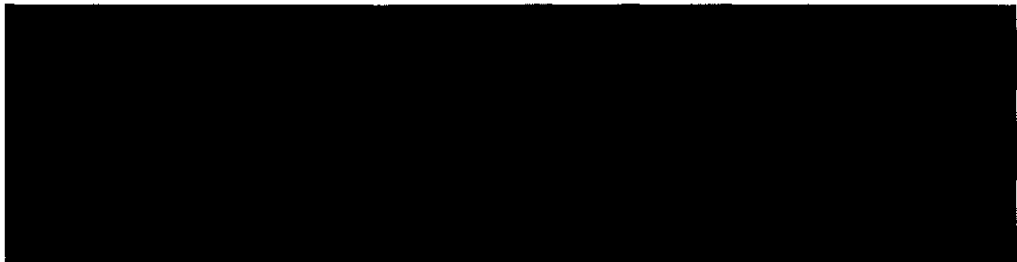
25 A. Yes.

1 Q. Can you please turn to Exhibit B which is
2 on page IGS000176.

3 A. Yes.



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20 Q. Okay. Now can you turn to the next
21 exhibit which is Exhibit C. [REDACTED]

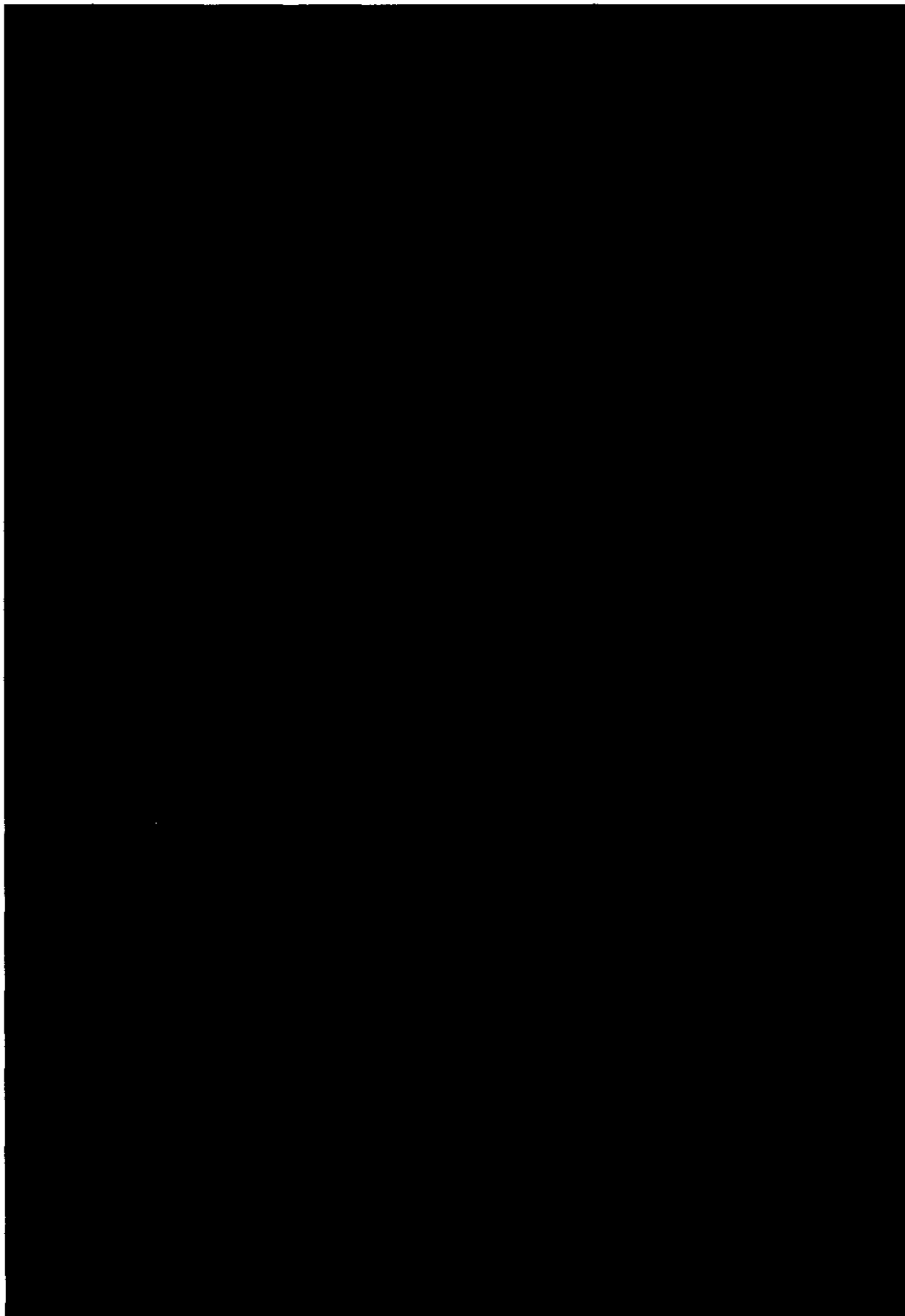


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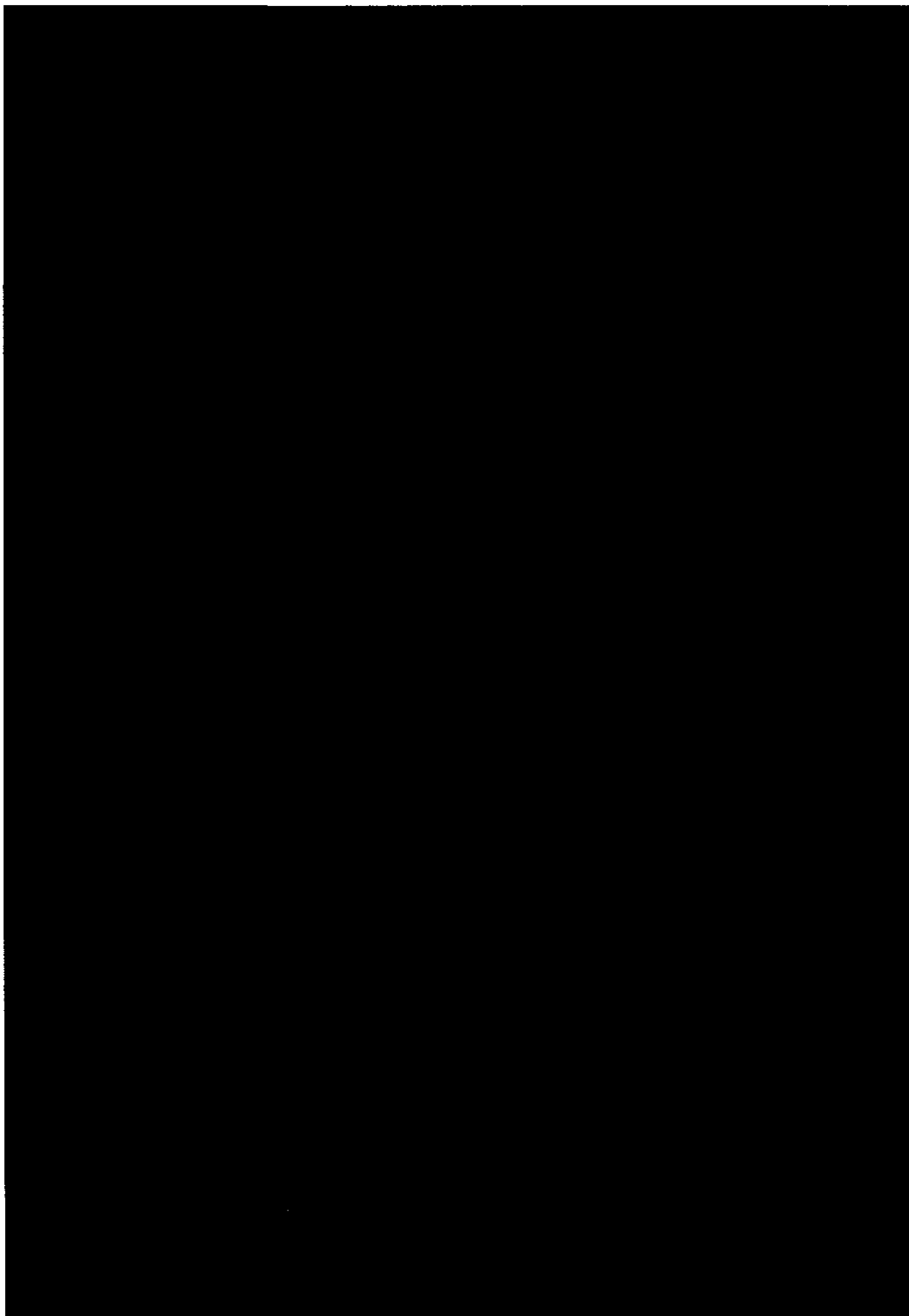
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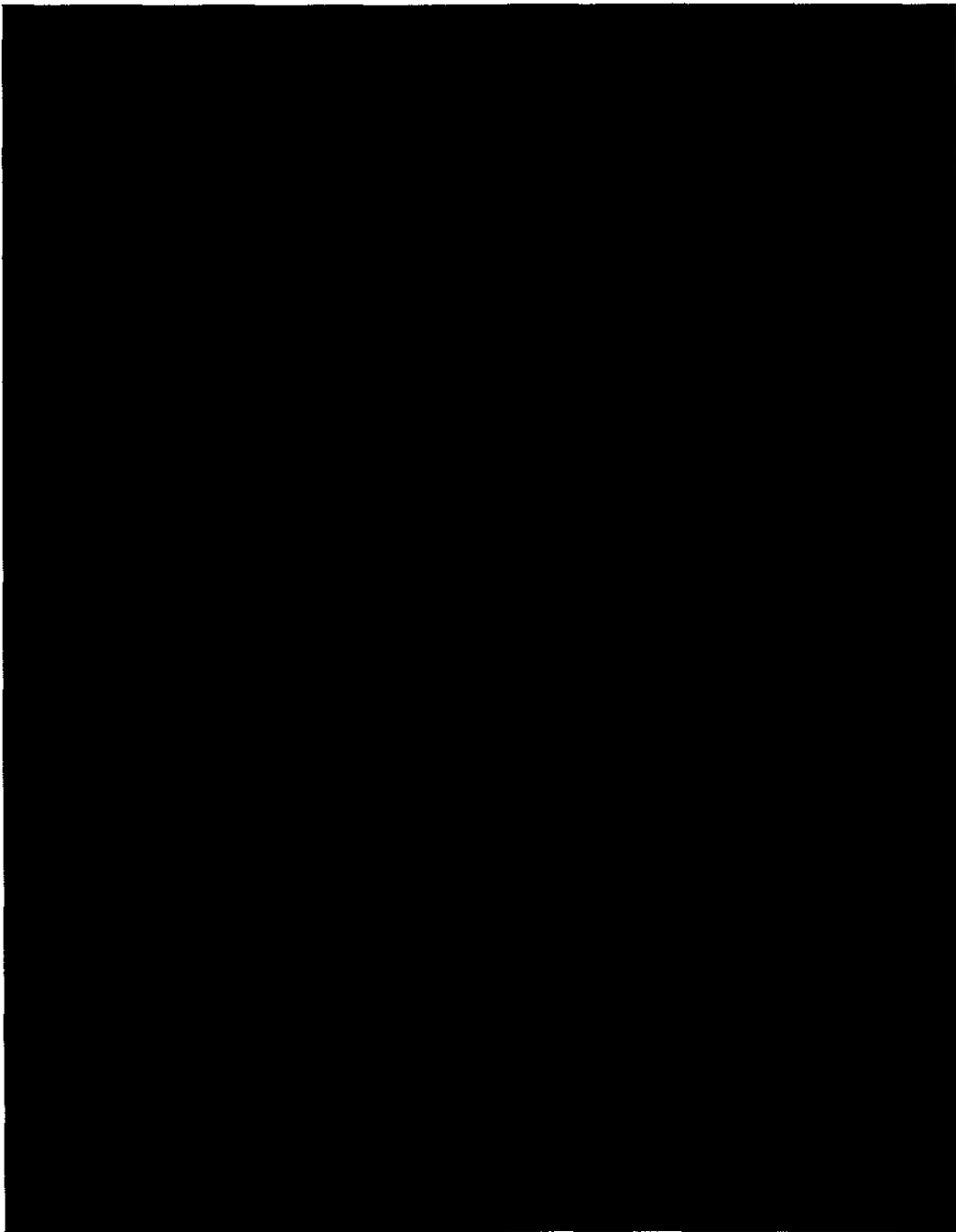
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MR. WARNOCK: I think that's the end of
my confidential questions. I do have a few more to
pursue on the public record if that's okay with you.

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1 EXAMINER STENMAN: Let's go out of the
2 confidential portion of the transcript back into the
3 public portion.

4 (OPEN RECORD.)
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(CONFIDENTIAL PORTION.)

Q. (By Mr. Bentine) Mr. White, first --

MR. BENTINE: I guess John could have stayed for this one.

Q. But it was brought up in the -- if you would look at NOPEC 4, which is Exhibits 3, 4, and 5 from Mr. Parisi's testimony, I believe.

A. Okay.

Q. I believe you indicated -- in response to questions from counsel from NOPEC you had read and referred to the disclaimer at the top of the first page of NOPEC 4 and at the bottom of that page.

A. Yes.

MR. BENTINE: If I could approach the witness and give him my highlighted copy, this will go faster.

EXAMINER STENMAN: Okay.

Q. Would you turn to the next page of NOPEC 4, please. And would you, referring to the highlighted sections for speed, would you tell me if there are also then disclaimers at the heading of that second page and also buried within the body of that first paragraph.

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1 A. Yes. At the very top, the heading of the
2 whole page, it says "My Natural Gas Supply Contract
3 with Columbia Retail Energy," and then in parentheses
4 "(Interstate Gas Supply, Inc.)".

5 Q. And then further down in that paragraph.

6 A. Under the first section, Term, it talks
7 about Interstate Gas Supply doing business as
8 Columbia Retail Energy and at the end of the
9 paragraph it says "The trademark COLUMBIA RETAIL
10 ENERGY including the starburst design is a trademark
11 of NiSource Corporate Services Company and is used
12 under license by Interstate Gas Supply. Interstate
13 Gas Supply is not an affiliate of NiSource Corporate
14 Services Company or Columbia Gas of Ohio."

15 Q. Thank you.

16 Now would you turn to the page that has
17 the sticker Exhibit 4 that and would you tell us the
18 disclaimers on that page as well?

19 A. Yeah. There's two disclaimers, both
20 underneath the -- the trademark appears twice, one as
21 a header to the letter and one as a part of the
22 enrollment card itself, and under both of those
23 there's the language "Service is provided by IGS
24 Energy under the trade name Columbia Retail Energy."

25 Q. Okay. And then finally the final two

1 pages of this exhibit, would you tell me what those
2 two pages are, then, and read the disclaimers there?

3 A. This refers to the envelope itself where
4 the Columbia Retail Energy logo is displayed and it
5 says "Service is provided by IGS Energy under the
6 trade name Columbia Retail Energy." And the last is
7 a snapshot from our website where, again, the logo
8 Columbia Retail Energy is displayed and the words
9 "Service is provided by IGS Energy under the trade
10 name Columbia Retail Energy."

11 Q. Thank you. And it's been pointed out I
12 even missed another one, that is -- I just found it,
13 it's back on the one marked Exhibit 4 on the back,
14 and there's a disclaimer just above the enrollment
15 card is there not?

16 A. Yeah, in the body of the letter, the
17 bottom of the body of the letter. It says "Columbia
18 Retail Energy is not the utility and neither Columbia
19 Retail Energy nor Interstate Gas Supply, Inc. (IGS
20 Energy) is an affiliate of NiSource Retail Services
21 or the utility, Columbia Gas of Ohio. The Columbia
22 Retail Energy name and starburst design are used by
23 Interstate Gas Supply, Inc. under a license agreement
24 with NiSource Retail Services."

25 Q. Thank you.

1 Referring now to what was marked as NOPEC
2 5A, Mr. White.

3 A. Yes.

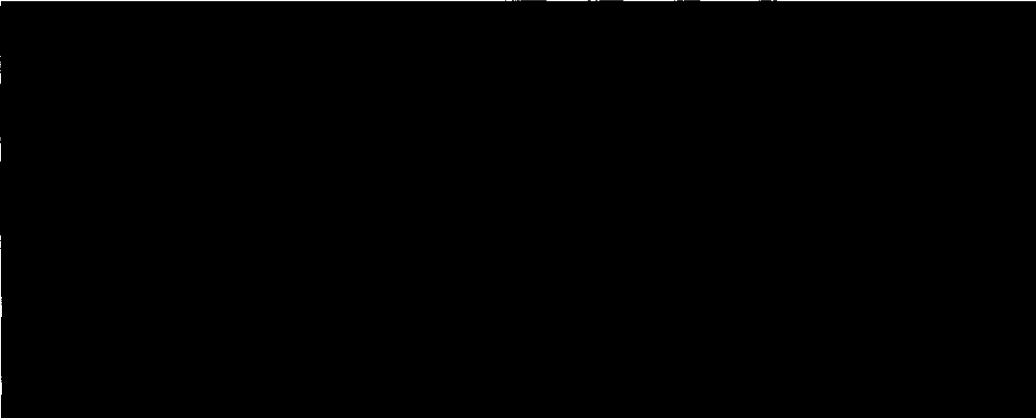
4 Q. And turning to page 9 of that document,
5 Bates stamped IGS000169, would you look at paragraph
6 19.

7 A. Yes.

8 Q. You'll recall some questions by counsel
9 for NOPEC regarding that paragraph; do you not?

10 A. Yes.

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18 Q. Now, I believe in answer to a number of
19 questions by counsel for NOPEC you indicated that the
20 Columbia name was also being used in four other
21 jurisdictions: Kentucky, Maryland, Virginia, and
22 Pennsylvania.

23 A. Yes.

24 Q. Can you tell me, are there proceedings
25 like this going on in those other states?

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1 A. No. There was initially some objection
2 to our use of the name in Pennsylvania by RESA and
3 potentially by a group I think -- I don't know the
4 name of the group, it's a group that would be the
5 counterpart to the OCC, I think they may be called
6 the POCA, they originally objected or were concerned
7 about the way that we would use the name.

8 We met with them and we resolved that and
9 by agreeing to the disclosures that they would like
10 to see we settled that case and they withdrew it.
11 But they did not protest our right to use the
12 Columbia name, just they were concerned about the
13 disclosures and how we were to use it.

14 Q. And are those programs going forward
15 today without a complaint or without --

16 A. Yes.

17 Q. -- legal question?

18 A. Yes, they're active.

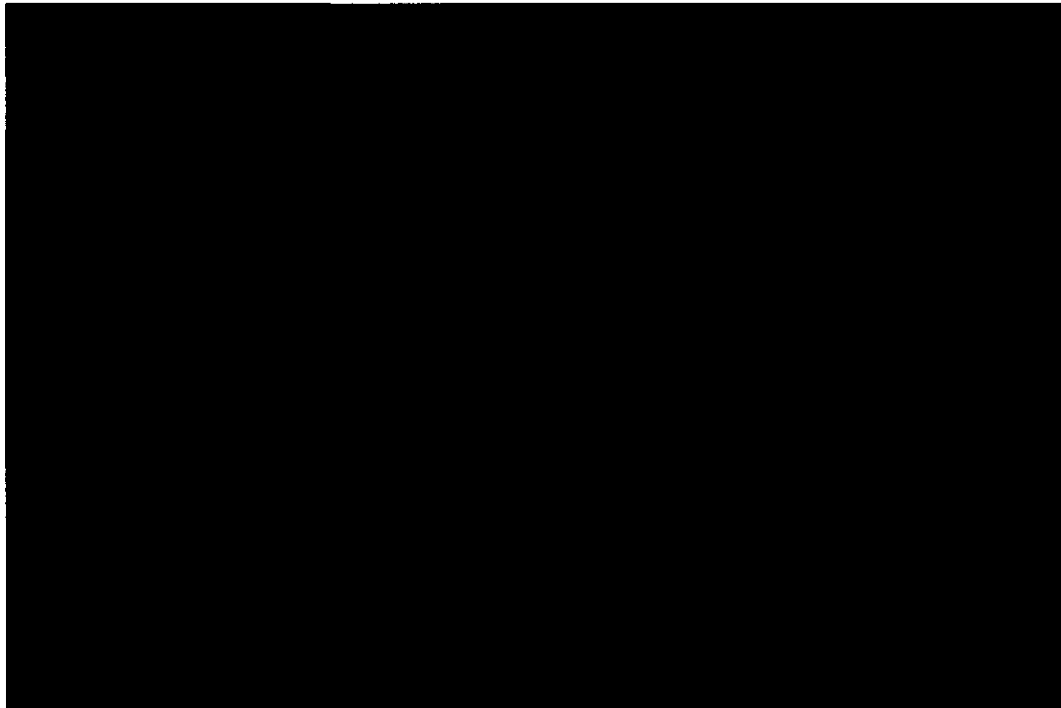
19 Q. And are those disclaimers used in those
20 states similar to the disclaimers that are contained
21 in the RESA agreement that is attached to
22 Mr. Parisi's testimony that was entered into for the
23 state of Ohio?

24 A. Yes.

25 Q. And are they similar to that which are

1 currently being used by IGS in its Columbia CRE
2 program?

3 A. Yes.



16 MR. BENTINE: That's all I have for
17 Mr. White.

18 EXAMINER STENMAN: Thank you.

19 MR. WARNOCK: I just have a couple of
20 questions.

21 - - -

22 CROSS-EXAMINATION

23 By Mr. Warnock:

24 Q. First I'm going to turn you back to NOPEC
25 Exhibit 4 which is the marketing materials and

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1 specifically the page that's got kind of a cutout of
2 a, it looks like an envelope on it, looks like the
3 second-to-the-last page.

4 EXAMINER STENMAN: Do we need to be in
5 the confidential portion of the transcript for your
6 questions?

7 MR. WARNOCK: No.

8 EXAMINER STENMAN: Go forward. Let's
9 make sure that we're in the open record.

10 (OPEN RECORD.)
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CERTIFICATE

I do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me in this matter on Monday, November 7, 2011, and carefully compared with my original stenographic notes.

Maria DiPaolo Jones, Registered
Diplomate Reporter and CRR and
Notary Public in and for the
State of Ohio.

My commission expires June 19, 2016.

(MDJ-3923A)

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