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FILE

September 20, 2012

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Betty McCauley
Chief of Docketing
The Public Utilities Commission of Ohio
180 E. Broad Street, 11th Floor
Columbus, Ohio 43215

Re: In the Matter of the Complaint of The Office of the Ohio Consumers'
Counsel, et al., v. Interstate Gas Supply d/b/a Columbia Retail Energy
PUCO Case No. 10-2395-GA-CSS

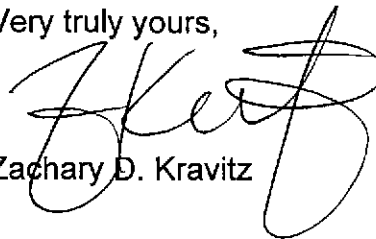
Dear Ms. McCauley:

Pursuant to the Attorney Examiner's Entry filed September 9, 2012 in the above-referenced case, please find attached for public filing Interstate Gas Supply, Inc.'s public version of its Supplemental Motion for Protective Treatment and Interstate Gas Supply, Inc.'s revised proposed redacted versions of the Confidential Transcripts and Service Mark License Agreement.

Additionally, please find attached for confidential filing under seal, Interstate Gas Supply, Inc.'s "Attorneys' Eyes Only" version of its Supplemental Motion for Protective Treatment and Interstate Gas Supply, Inc.'s unredacted versions of the Confidential Transcripts and Service Mark License Agreement for the Commission's *in camera* review.

Thank you for your assistance. Please do not hesitate to contact me with any questions or concerns.

Very truly yours,



Zachary D. Kravitz

cc: All Parties

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1 APPEARANCES:

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23 On behalf of Stand Energy Corporation.

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(CONFIDENTIAL PORTION.)

1 EXAMINER STENMAN: Mr. Warnock.

2 MR. WARNOCK: Am I okay to go?

3 EXAMINER STENMAN: Go forward.

4 Q. (By Mr. Warnock) Mr. Parisi, I'm going to
5 ask that the court reporter hand you what had
6 previously been marked as NOPEC's Exhibit 5 and 5A
7 which were the redacted and unredacted versions of
8 the licensing agreement.

9 Do you have those documents, Mr. Parisi?

10 A. NOPEC Exhibit 5 and NOPEC Exhibit 5A,
11 yes.

12 Q. That's correct. And I believe Exhibit 5
13 is the redacted version and Exhibit 5A is the
14 unredacted version.

15 A. Yes.

16 Q. Now, is it IGS's contention that the
17 unredacted version of the agreement is confidential?

18 A. Yes.

19 Q. And it's not specifically just the
20 redacted -- I'm sorry. I think I misspoke. Is it
21 IGS's position that the redacted version of the
22 service mark licensing agreement is confidential?

23 A. Yes.

24 Q. So it's not just the redacted portions of
25 the agreement that are confidential, it's the

1 document as a whole.

2 A. That's correct.

3 Q. And you would agree with me that the fact
4 that the licensing agreement exists is not
5 confidential. That's in the public domain.

6 A. I believe that's correct, yes.

7 Q. And the fact that NiSource Retail
8 Services is the counterparty to the licensing
9 agreement is not confidential and it's in the public
10 domain. I'd specifically point you to page 3 of your
11 testimony if you're looking for one place. Line 1.

12 A. That's correct.

13 Q. And I believe you testified earlier that
14 the fact that IGS can only use the Columbia name and
15 logo in the Columbia Gas of Ohio service territory is
16 also public information.

17 A. I think I testified to that earlier in
18 the nonconfidential portion of this. I don't know if
19 it's been revealed anywhere else.

20 Q. Were you here for the testimony of
21 Mr. White yesterday?

22 A. Yes, I was.

23 Q. I strike that question.

24 And I point you to Exhibit 5A which is
25 the unredacted version of the licensing agreement.

1 A. Yes.

2 Q. And if you put the documents side by
3 side, I just want to point out a couple of things.
4 First, in line 2 there's a redaction of NiSource
5 Retail Services, Inc. Do you see that?

6 A. Yes, I do.

7 Q. And I think that you've agreed with me
8 that the fact that NiSource Retail Services, Inc. as
9 the counterparty to this agreement is public.

10 A. It's in my testimony, that's correct.

11 Q. And I think you also agreed that in the
12 public portion of your testimony that IGS can only
13 use the Columbia name and logo in Columbia Gas of
14 Ohio service territory is also public information,
15 correct?

16 A. Yes. I think I testified to that
17 earlier.

18 Q. And I know we only went through a few
19 examples, but you'd at least acknowledge that there
20 are some portions of even the redacted version that
21 are public.

22 MS. MORRISON: Objection. 5A, the
23 redacted portions, are not public.

24 MR. WARNOCK: Well, whether you look at
25 it as the redacted or the unredacted, there are

1 versions even in the unredacted copy in 5A that are
2 in the public domain and that's what I'm asking.

3 MS. MORRISON: The document is not in the
4 public domain.

5 MR. WARNOCK: But there is information in
6 there.

7 EXAMINER STENMAN: That's enough. The
8 document right now is not in the public domain. Any
9 decisions about whether or not 5 or 5A will be
10 released will be made subsequent to this proceeding.
11 If you want to continue to ask the witness about his
12 interpretation of the protected status of this
13 document, that's fine, but we're not making any
14 decisions here today regarding the protected nature
15 of 5 or 5A.

16 MR. WARNOCK: Okay. Thank you, your
17 Honor.

18 Q. (By Mr. Warnock) I'm going to turn you to
19 provision No. 1 in the agreement, it says "Grant of
20 License." In line 2 the word "exclusive" is used. I
21 know we touched on this earlier and I think we agreed
22 to hold those questions.

23 Is it IGS's belief that IGS is the only
24 competitive retail natural gas supplier in Ohio
25 that's able to use the Columbia name and logo in the

1 Columbia Gas of Ohio service territory?

2 A. It's my understanding, I think there's
3 one of the exhibits to the contract that actually
4 provides the Columbia Retail Energy, Exhibit A,
5 service mark. My understanding of the agreement is
6 that with respect to Columbia Retail Energy, that
7 appearance, those words, obviously with the
8 appropriate disclosures, that for the term of the
9 agreement that, yes, IGS is the only one allowed to
10 use that.

11 Q. So IGS is the exclusive licensee under
12 this agreement.

13 A. Exclusive licensee of Columbia Retail
14 Energy. We're not an exclusive licensee of Columbia,
15 for example.

16 Q. And you would agree that any competitive
17 retail natural gas supplier could have approached
18 NiSource about licensing the Columbia name and logo
19 in 2010.

20 A. I think that's correct.

21 Q. And to the best of your knowledge IGS is
22 the only competitive retail natural gas supplier that
23 did so.

24 A. I don't know. I'm not aware of any other
25 companies that have.

1 Q. And IGS is the only competitive retail
2 natural gas supplier in Ohio that has obtained the
3 use of the Columbia name and logo under a licensing
4 agreement.

5 A. The use of Columbia Retail Energy, that's
6 correct.

7 Q. And would the use of the Columbia name
8 and logo for a competitive retail natural gas
9 supplier be exclusive to IGS?

10 A. I think under the agreement we are the
11 exclusive licensor of Columbia Retail Energy. I
12 don't think we have any rights to "Columbia" by
13 itself.

14 Q. But nobody else, no other competitive
15 retail natural gas supplier has the rights to use the
16 Columbia Retail Energy name.

17 A. For the term of this agreement, that's
18 correct.

19 Q. And do you know if it -- strike that.

20 Do you know if NiSource intends to have
21 an unregulated natural gas affiliate provide retail
22 natural gas services during the term of this
23 agreement?

24 A. I don't know what NiSource's plans are.
25 I don't think there's anything in the agreement that

1 would preclude them from having a company doing it.
2 They just couldn't use Columbia Retail Energy.

3 Q. And in the agreement when, and I know
4 that you've mentioned the licensing of the Columbia
5 Retail Energy name, is Exhibit A the specific service
6 marks that are licensed under this agreement?

7 MS. MORRISON: Can you reread that
8 question.

9 (Record read.)

10 A. That's my understanding.

11 Q. And am I correct that when the agreement
12 refers to service marks, a defined term, that it's
13 referring to the service marks on Exhibit A?

14 A. That's correct. That's my understanding.

15 Q. So if NiSource wanted to license the name
16 Columbia Retail Energy Supplier, they would be free
17 to do so under agreement or, I mean, separate from
18 this agreement?

19 A. There's nothing in this agreement that
20 would preclude NiSource from licensing Columbia with
21 another party. They can't license Columbia Retail
22 Energy during the term of this agreement.

23 Q. If you turn to section 2.2 of the
24 agreement on page 2, and were you here for the -- I
25 mean, you were here yesterday for the testimony of

1 Mr. White, correct?

2 A. Correct.

3 Q. And did you hear him testify about that
4 the Columbia Gas of Ohio standard choice offer, the
5 SCO program, would have no impact on this agreement?

6 A. I remember Mr. White testifying related
7 to the SCO agreement and whether or not under this
8 agreement we would [REDACTED]

9 [REDACTED].

10 Q. And is it your understanding that the
11 Columbia Gas of Ohio SCO program [REDACTED]

12 [REDACTED]

13 [REDACTED]?

14 A. Under the agreement if IGS is a winning
15 bidder in the SCO auction, [REDACTED]

16 [REDACTED]

17 [REDACTED].

18 Q. I'm going to ask you just a couple
19 questions about -- I'm going to have you take a look
20 at section 2.2, section 2.7, and section 2.8, these
21 are the definition of Auction Customers, Mass Market
22 Choice Customers, and Mass Market Eligible Customers.
23 Do you see those three?

24 A. 2.2, 2.7 --

25 Q. 2.7 --

1 A. -- and 2.8.

2 Q. -- 2.8.

3 A. Yes, I see those.

4 Q. Could you please review those three and
5 let me know when you're ready.

6 A. Okay.

7 Q. Ready?

8 A. Yes.

9 Q. Now, in the definition of auction
10 customers, "Auction Customers" means customers served
11 via Columbia Gas of Ohio's SSO or SCO offer, correct?

12 A. That's what it says, yes.

13 Q. And it also says that "Auction Customers
14 also are Mass Market Eligible Customers, but are not
15 Mass Market Choice Customers unless and until they
16 are converted as such," correct?

17 A. Except you flipped the "are" and the
18 "also," but yes, that's what it says.

19 Q. Fair enough.

20 What does this mean? What does this
21 sentence mean?

22 A. My understanding of this provision is
23 that we defined [REDACTED]

24 [REDACTED]

25 [REDACTED]. For example, [REDACTED]

1 [REDACTED], [REDACTED]
2 [REDACTED], [REDACTED]
3 [REDACTED].
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED].

9 Q. So a mass market eligible customer is,
10 you know, [REDACTED]
11 [REDACTED], broadly it's any customer that
12 [REDACTED].

13 A. Generally, [REDACTED]
14 [REDACTED] and [REDACTED]
15 [REDACTED].

16 Q. Okay. And so I'm just trying to
17 understand the conversion from mass market eligible
18 customer to mass market Choice customer. So if
19 you're the winning bidder in the auction under the
20 SCO, customers would be assigned to Columbia Retail
21 Energy, correct?

22 A. If we're a winning bidder in the SCO
23 auction, then for whatever number of tranches that we
24 ultimately are successful those customers would be
25 associated with us. I guess I take a little bit of

1 issue with "assigned."

2 Q. With your explanation in mind, those
3 tranches would be groups of customers?

4 A. Yes. Correct.

5 Q. And so when those groups of customers,
6 if -- [REDACTED]

7 [REDACTED], then that tranche
8 enters into direct contracts with [REDACTED]

9 [REDACTED]?

10 A. You're asking about [REDACTED]
11 [REDACTED]?

12 Q. Yes.

13 A. If [REDACTED]
14 [REDACTED].
15 [REDACTED],
16 [REDACTED]
17 [REDACTED].

18 Q. So during the SCO -- so, you know, when
19 [REDACTED] goes to SCO, an auction is held, [REDACTED]
20 [REDACTED]
21 [REDACTED]?

22 A. [REDACTED].

23 MS. MORRISON: Objection. We've let him
24 go quite a way down this road. It has nothing to do
25 with the solicitations, the advertisements that are

1 at issue in this case. Mr. Parisi testified that
2 they don't anticipate the CRE name being used for
3 these. This is pretty far afield from the complaint.

4 MR. WARNOCK: I'm trying to understand
5 what this licensing agreement says so I can
6 understand if, in fact, the SCO would have an effect
7 on the payment under the licensing agreement.

8 MS. MORRISON: If I may just quickly
9 respond. Whether Mr. Warnock understands the
10 agreement or not, the allegation is that the
11 advertising and solicitations of CRE are misleading
12 and deceptive. His understanding of the agreement
13 doesn't change whether the solicitations are
14 misleading or deceptive.

15 EXAMINER STENMAN: I'll overrule the
16 objection and give Mr. Warnock a little leeway here.

17 MR. WARNOCK: Can you please reread the
18 question?

19 (Record read.)

20 A. [REDACTED]. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED].

1 Q. But when the gas is actually supplied to
2 the customer in that, you know, [REDACTED]

3 [REDACTED]
4 [REDACTED].

5 A. [REDACTED]. [REDACTED]
6 [REDACTED]
7 [REDACTED].

8 MR. WARNOCK: If you give me just a
9 second, I think I'm just about done.

10 EXAMINER STENMAN: Okay. Ms. Morrison,
11 while he's wrapping up, I would ask that you do any
12 potential redirect first on the confidential issues
13 so that then we can have everyone come back into the
14 room and finish redirect and recross and hopefully
15 wrap up.

16 MR. WARNOCK: Just two questions, these
17 are public questions not about the agreement or
18 anything.

19 EXAMINER STENMAN: Okay. Let's go back
20 into the public portion of the record, then, just for
21 these two questions.

22 (OPEN RECORD.)
23
24
25

1 CERTIFICATE

2 I do hereby certify that the foregoing is a
3 true and correct transcript of the proceedings taken
4 by me in this matter on Tuesday, November 8, 2011,
5 and carefully compared with my original stenographic
6 notes.

7
8 Maria DiPaolo Jones, Registered
9 Diplomate Reporter and CRR and
Notary Public in and for the
State of Ohio.

10 My commission expires June 19, 2016.

11 (MDJ-3924A)

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