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FILE

September 20, 2012

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PUCO

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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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the
Complaint of The Office
of the Ohio Consumers'
Counsel, et al.,

Complainants,

vs.

Interstate Gas Supply
d/b/a Columbia Retail
Energy,

Respondent.

- - -

PROCEEDINGS

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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- - -

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1 APPEARANCES:

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Mr. Larry S. Sauer
4 Ms. Kyle Verrett
Assistant Consumers' Counsel
5 10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485

6 On behalf of the residential utility
7 customers of the state of Ohio.

8 Chester, Willcox & Saxbe, LLP
By Mr. John W. Bentine
9 Ms. Sarah Daggett Morrison
Mr. Zachary D. Kravitz
10 65 East State Street, Suite 1000
Columbus, Ohio 43215-4213

11 On behalf of Interstate Gas Supply, Inc.

12 Bricker & Eckler, LLP
13 By Mr. Matthew W. Warnock
Mr. Thomas J. O'Brien
14 Ms. Sommer L. Sheely
100 South Third Street
15 Columbus, Ohio 43215-4291

16 Bricker & Eckler, LLP
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18 On behalf of Northeast Ohio Public Energy
19 Council.

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

23 On behalf of Stand Energy Corporation.

24 - - -
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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

1 board at IGS; is that correct?

2 A. Correct.

3 Q. And who are those four directors?

4 A. It's myself -- actually there's five, I
5 apologize. There's five. Laurie Kruppa, Cathy
6 Conner, Steve White, and Doug Austin.

7 Q. And Laura Kruppa and Cathy, I didn't
8 catch her last name, are your sisters?

9 A. Laurie Kruppa and Cathy Conner are my
10 sisters.

11 Q. And Steve White is your brother.

12 A. Correct.

13 Q. And what was Doug Austin's position with
14 IGS?

15 A. He's our vice president of sales and
16 marketing.

17 Q. And how often does the board of
18 directors' meet?

19 A. A minimum of once a year.

20 Q. And during any board of directors
21 meetings has the board discussed this complaint case?

22 MR. BENTINE: I'm going to object to
23 relevance, for what it's worth.

24 I'll withdraw the objection.

25 EXAMINER STENMAN: You can answer.

1 A. I believe we covered the, along with a
2 number of other business items, I think we have
3 provided updates, the fact that there is a case
4 against it, yeah.

5 Q. And do you know approximately when that
6 meeting would have occurred where you discussed this
7 case?

8 A. I don't -- I think our last meeting was
9 in April of last year and I don't know, we really
10 didn't cover it in any great length or detail, I
11 don't know if I brought it up at the meeting or not
12 to be honest.

13 Q. Okay. I'm going to move on to the number
14 of customers. I think where we left off you had
15 indicated that IGS has approximately 870,000
16 customers; is that correct?

17 A. Correct.

18 Q. And how many of those customers are in
19 the Columbia Gas of Ohio system?

20 MR. BENTINE: Objection.

21 EXAMINER STENMAN: Grounds?

22 MR. BENTINE: I believe that's
23 confidential and trade secret information, it doesn't
24 have any relevance here.

25 MR. WARNOCK: I think that's why we're on

1 this confidential record, so we can address those
2 topics.

3 EXAMINER STENMAN: You can answer if you
4 know. It will be overruled.

5 A. I believe approximately [REDACTED].

6 MR. BENTINE: Could I have the question
7 reread?

8 EXAMINER STENMAN: Yes.

9 (Record read.)

10 MR. BENTINE: Thank you.

11 Q. Is that approximately [REDACTED] customers,
12 is that as of about the current date?

13 A. Yes.

14 Q. Do you know how many customers in the
15 Columbia Gas of Ohio system you had at the end of
16 2010?

17 MR. BENTINE: Objection.

18 EXAMINER STENMAN: Grounds?

19 MR. BENTINE: Well, that number in and of
20 itself is not relevant to anything in this proceeding
21 and it is confidential information. I understand
22 we're under protective order, but I believe I have an
23 obligation to try to keep things that are not
24 relevant that are confidential information out of
25 this. I don't know what the end ruling is going to

1 be with regard to this information, and the growth of
2 our customers could very well be looked at as
3 confidential market information.

4 Someone, a competitor, could go back and
5 look at what things were sent out at the time over
6 that time and then make a determination of how well
7 those things worked in terms of mailings or other
8 kinds of marketing programs in a particular area. So
9 I think it's highly competitive trade secret
10 information, and I think the total number of
11 customers is irrelevant here anyway.

12 EXAMINER STENMAN: Mr. Warnock.

13 MR. WARNOCK: Well, I think that the
14 potential increase in the number of customers in the
15 Columbia Gas of Ohio system from 2010 to 2011 is
16 directly at stake here. That's the time frame when
17 this licensing agreement went into effect and, you
18 know, that's the exact time frame we're talking about
19 here.

20 EXAMINER STENMAN: I agree with you,
21 Mr. Bentine, that this information is confidential;
22 however, we're in a confidential transcript. We only
23 have attorneys in the room.

24 You can answer, Mr. White. It will be
25 overruled.

1 A. So the question?

2 (Record read.)

3 A. Yes.

4 Q. How many customers?

5 A. Approximately [REDACTED].

6 Q. [REDACTED]

7 [REDACTED]?

8 A. [REDACTED], [REDACTED].

9 Q. [REDACTED]?

10 A. [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]. We also have a website, we maintain our
14 website also within IGS Energy. As part of our IGS
15 Energy website Columbia products can be purchased
16 from IGS Energy.

17 Q. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]?

21 A. You said "marketing." You mean like
22 solicitations and mailers?

23 Q. Correct.

24 A. [REDACTED], [REDACTED]

25 [REDACTED].

1 Q. Is there any intention of winding down
2 IGS Energy?

3 A. No.

4 Q. And I think one last question before we
5 move on to the service mark licensing agreement.
6 Previously we talked about IGS's recent certification
7 as a competitive retail electric supplier in Ohio.

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]?

11 A. [REDACTED].

12 MR. BENTINE: Objection. I believe the
13 answer is on the record.

14 EXAMINER STENMAN: Pardon?

15 MR. BENTINE: Could we inquire if the
16 answer was on the record?

17 THE REPORTER: It was.

18 MR. BENTINE: I withdraw the objection.

19 Q. (By Mr. Warnock) All right. Now, turning
20 to the service mark license agreement, there are two
21 documents before you, two versions of the service
22 mark license agreement, the first which has been
23 marked as NOPEC Exhibit 5 is the redacted version
24 which is the one with solid black lines on portions
25 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.

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.

14 Q. [REDACTED]
15 [REDACTED]?

16 A. [REDACTED]
17 [REDACTED]
18 [REDACTED]. [REDACTED]
19 [REDACTED], [REDACTED]
20 [REDACTED], [REDACTED], [REDACTED]
21 [REDACTED], [REDACTED], [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED].

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 Q. And did initial -- when you initially
24 started discussing this type of agreement with
25 Mr. Staton, [REDACTED]?

1 A. [REDACTED].

2 Q. All right. Now I'd ask that you turn to
3 the first page of the unredacted version, so version
4 5A. NiSource Retail Services, Inc. is the licensor,
5 correct?

6 A. Are we on page --

7 Q. The first page of the document.

8 A. 139 or on 161?

9 Q. 161.

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

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

15 A. No, I do not.

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

19 A. Correct.

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

22 A. Yes.

23 Q. You'd agree that in section 2.4, the
24 effective date is [REDACTED], [REDACTED], correct?

25 A. Correct.

1 Q. Do you know why the effective date is
2 [REDACTED], while the agreement was signed or
3 I guess is dated [REDACTED]?

4 A. I believe it's so that we would have some
5 time after signing it to begin some of the logistical
6 work that would need to be done for us to enter the
7 marketplace.

8 Q. And what were those logistical items that
9 you had to address before it took effect?

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

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

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

20 MR. WARNOCK: That's fine.

21 MR. DOSKER: Okay.

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

24 MR. DOSKER: Thank you.

25 MR. BENTINE: Thank you, your Honor.

1 EXAMINER STENMAN: Thank you.

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

4 (Record read.)

5 A. Well, we had done a lot of research in
6 the spring when we were contemplating this agreement,
7 and in that research there were a number of legal
8 aspects that we had to comply with and do to properly
9 use the license trade name. It really is an
10 intellectual property element, so the first thing we
11 had to do was get it to go to the state, each state,
12 and notify with the appropriate party, I don't know
13 what that is, but there's a -- the use of the name in
14 the marketplace.

15 We also had to go to each commission or
16 we felt -- we didn't have to but we felt that we
17 should go to the commission of each state and have a
18 discussion with them and have their input on
19 disclosures.

20 Q. And I know that you mentioned doing some
21 research and you had to do some -- evaluate some
22 legal aspects. Other than the intellectual property
23 issue were there any other legal aspects you had to
24 explore?

25 A. Well, we looked at each of the

1 commissions' rules regarding this type of -- using a
2 name, would that be prohibitive, not be prohibitive,
3 are there guidelines, those types of things.

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 Q. [REDACTED]

24 [REDACTED]

25 [REDACTED]?

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A. [REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

[REDACTED].

Q. Did you ask if you could use it in any other service territory?

A. No.

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.

1 Q. Pennsylvania?

2 A. Yes.

3 Q. I'm going to turn your attention to page
4 3, section 3.2, and toward the bottom of that section
5 there's a sentence that starts "The Parties
6 understand and agree." Do you see that?

7 A. Yes.

8 Q. Can you read that sentence into the
9 record, please?

10 A. "The Parties understand and agree that,
11 in implementing this Agreement, they will obey and
12 comply with the federal and state antitrust laws and
13 will not engage in any concerted conduct that may
14 unreasonably restrain competition, including but not
15 limited to improperly granting access to information
16 or receiving services not available to all
17 suppliers."

18 Q. Is there such a thing as a reasonable
19 restraint on competition?

20 MR. BENTINE: Objection.

21 EXAMINER STENMAN: Grounds?

22 MR. BENTINE: That is a phrase that has
23 significant legal connotations, if he's asking in
24 that context I object.

25 EXAMINER STENMAN: Mr. White, are you a

1 lawyer?

2 THE WITNESS: No.

3 MR. WARNOCK: I'm not. I'm just asking
4 him his opinion as a nonlawyer.

5 EXAMINER STENMAN: You can give your lay
6 opinion.

7 THE WITNESS: Could you repeat the
8 question?

9 (Record read.)

10 A. I believe in competition. I believe
11 that -- I don't think we should restrain competition.
12 I don't know, I really don't know if I'm qualified to
13 answer that. Certainly it's not our intent to
14 restrain competition through this agreement.

15 Q. Now turning your attention to section
16 3.3, which is the next paragraph down, you'd agree
17 that this agreement [REDACTED]

18 [REDACTED]

19 [REDACTED], correct?

20 A. [REDACTED].

21 Q. And what are examples of [REDACTED]
22 [REDACTED]?

23 A. Well, it says specifically [REDACTED],
24 [REDACTED], and [REDACTED].

25 Q. And are these the types of [REDACTED]

1 [REDACTED]?

2 A. [REDACTED].

3 Q. Does IGS provide any of those [REDACTED]?

4 A. No, IGS doesn't.

5 Q. Now, turn your attention to section 5
6 which is the Licensing Fee. There is a -- would you
7 agree with me that there's a [REDACTED] paid by IGS
8 to NiSource for the use of its service marks?

9 A. Yes.

10 Q. And you'd agree that this [REDACTED] is
11 based on the [REDACTED]
12 [REDACTED]?

13 A. [REDACTED]
14 [REDACTED].

15 Q. [REDACTED]
16 [REDACTED].

17 A. [REDACTED].

18 Q. And under this agreement there are two
19 categories of customer, mass market Choice customers
20 and governmental aggregation customers, correct?

21 A. Correct.

22 Q. Can you kind of explain to me the
23 difference between those two categories?

24 A. Mass market Choice customers would be
25 those who have individually signed up for one of our

1 products. A government aggregation would be
2 customers we serve through the government aggregation
3 process.

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

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

10 (Record read.)

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

14 EXAMINER STENMAN: Mr. Warnock.

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

17 A. Yes.

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

21 A. Yes.

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

24 A. One's a wholesale auction and one's a
25 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.

14 Q. [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED].

18 A. [REDACTED]
19 [REDACTED].
20 They would not -- if that's what you're asking.
21 Because neither are a [REDACTED]

22 [REDACTED].

23 Q. [REDACTED]
24 [REDACTED]
25 [REDACTED]?

1 A. [REDACTED].

2 Q. What is throughput?

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

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

7 And what are the, [REDACTED], well,
8 first of all, what is a Bcf?

9 A. It's a billion cubic feet.

10 Q. Under section 5.1(i) on page 4 of the
11 agreement, [REDACTED]

12 [REDACTED]?

13 A. [REDACTED].

14 Q. [REDACTED]?

15 A. [REDACTED]
16 [REDACTED]
17 [REDACTED].

18 Q. So at the time of this agreement IGS was
19 serving approximately [REDACTED]?

20 A. [REDACTED].

21 Q. And how many [REDACTED] are they currently
22 serving?

23 A. Well, I'll clarify, [REDACTED] --

24 Q. [REDACTED].

25 A. -- [REDACTED]

1 [REDACTED]. We're right about the
2 same.

3 Q. Do you know if it's more or less?

4 A. I do not know.

5 Q. And in sections 5.1(iii) and (iv), these
6 have to do with [REDACTED],
7 correct?

8 A. [REDACTED].

9 Q. And why is it that the amount for [REDACTED],
10 [REDACTED], [REDACTED] is less than the amount above for
11 other [REDACTED]?

12 A. [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 Q. And for the time period [REDACTED],
16 [REDACTED] through [REDACTED], how much in [REDACTED]
17 licensing fees did IGS pay NiSource?

18 A. I'm sorry. Could you repeat that?

19 MR. WARNOCK: Do you mind repeating the
20 question, Maria?

21 (Record read.)

22 A. We paid them [REDACTED]
23 [REDACTED].

24 Q. And by [REDACTED]
25 [REDACTED]

1 [REDACTED]?

2 A. [REDACTED].

3 Q. And for that period beginning [REDACTED]

4 [REDACTED], through [REDACTED], [REDACTED]

5 [REDACTED]?

6 A. [REDACTED].

7 Q. And are the licensing fees paid monthly
8 or annually?

9 A. [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 Q. Do you know the amount of [REDACTED]

13 [REDACTED], the total amount that's been paid
14 from [REDACTED]?

15 A. [REDACTED].

16 Q. And would you agree with me that [REDACTED]

17 [REDACTED]

18 [REDACTED]?

19 A. [REDACTED].

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

23 A. You would think so.

24 Q. Is that a "yes"?

25 A. I would think so, yes.

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 at [REDACTED]
8 [REDACTED] NiSource [REDACTED] in the
9 Columbia Gas of Ohio service territory [REDACTED]
10 [REDACTED].

11 A. That depends. If we're at [REDACTED],
12 [REDACTED]
13 [REDACTED]
14 [REDACTED].

15 Q. Do you anticipate that for the time
16 period beginning [REDACTED], and ending [REDACTED]
17 [REDACTED], that IGS [REDACTED]
18 [REDACTED]?

19 A. [REDACTED].

20 Q. And you'd agree that [REDACTED]
21 [REDACTED] from [REDACTED], through [REDACTED]
22 [REDACTED] is [REDACTED]?

23 A. [REDACTED].

24 Q. Do you know how the [REDACTED]
25 [REDACTED] were determined? The amounts of

1 those.

2 A. I believe it was based on a presumption
3 that there would be [REDACTED]

4 [REDACTED]. [REDACTED]

5 [REDACTED].

6 Q. So you'd agree that -- I'm sorry. When
7 this agreement was signed, was the expectation that
8 there would be continued growth in the amount of

9 [REDACTED]?

10 A. Would receive?

11 Q. Or would get. Strike that.

12 Did IGS expect for there to be growth in
13 the amount of [REDACTED] during the term of this
14 agreement?

15 MR. BENTINE: [REDACTED] as defined in
16 the contract?

17 MR. WARNOCK: [REDACTED] as defined in
18 the contract.

19 A. Yes.

20 Q. Did NiSource or, I'm sorry, did IGS have
21 any expectation that NiSource would take any steps to
22 encourage customers to go to IGS during the term of
23 this agreement?

24 A. No.

25 Q. During the term of this agreement does

1 IGS expect to [REDACTED]
2 [REDACTED]?

3 A. At this point I don't know. [REDACTED]
4 [REDACTED].

5 Q. And you'd agree that there's a [REDACTED]
6 [REDACTED] of this agreement?

7 A. Yes.

8 Q. Are there any [REDACTED]?

9 A. The agreement can be [REDACTED]
10 [REDACTED].

11 Q. Is there a reason that -- is there a
12 reason that the agreement is for a term of [REDACTED]
13 [REDACTED]?

14 A. I believe it was, this type of
15 arrangement was new to both companies and we wanted
16 to see if it made sense for a [REDACTED] period
17 before determining whether or not to continue.

18 Q. In your opinion is this agreement, in
19 light of the licensing fees that have been paid,
20 making good business sense to IGS?

21 A. [REDACTED].

22 Q. As of today's date?

23 A. [REDACTED]
24 [REDACTED].

25 Q. So NiSource is receiving [REDACTED] licensing

1 fees from IGS. 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.

1 Q. All right. Now I'm going to turn you to
2 section 8.4 of this agreement. This paragraph
3 contemplates or -- I'm sorry. Strike that. This
4 paragraph addresses the situation where there's a
5 potential adverse ruling by a legislative or
6 regulatory body, correct?

7 A. Correct.

8 Q. And specifically it contemplates what
9 would happen if there's a material adverse action
10 regarding the use of the service marks under this
11 agreement, correct?

12 A. Correct.

13 Q. And, in your opinion, would a material
14 adverse action include a ruling by the PUCO that IGS
15 could no longer use the Columbia Retail Energy name?

16 MR. BENTINE: I assume that's being asked
17 as a lay question.

18 MR. WARNOCK: That's being asked as a lay
19 question.

20 A. Yes.

21 Q. I'm going to turn your attention to
22 section 8.5. I'm sorry. 8.6. Can you please read
23 section 8.6?

24 A. [REDACTED]

25 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]."

4 Q. What does it mean by [REDACTED]
5 [REDACTED]?

6 A. [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED].

13 Q. Do you know if NiSource Retail Services
14 is currently certified by the PUCO as a competitive
15 retail natural gas supplier?

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

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

20 A. Yes.

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

24 A. Well, we have regular meetings. I now
25 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. You'd agree
23 that this provision discusses NiSource and IGS
24 agreeing to collaborate on various regulatory and
25 legislative issues, correct?

1 A. Correct.

2 Q. Why was this provision included in the
3 agreement?

4 A. Well, this level of activity is only
5 going to have a benefit for us or NiSource if there's
6 a valid -- a vibrant Choice program. And this
7 agreement covered multiple states in which there was
8 uncertainty of various degrees in their continuation
9 of the programs.

10 Q. And what legislative, well, let's start
11 with legislative. What legislative efforts have
12 NiSource and IGS collaborated on since this agreement
13 was entered into in July of 2010?

14 A. None, with the exception of Kentucky.
15 No, that was commission. No. I don't know of any
16 legislative actions that have affected this
17 agreement.

18 Q. And has there been any collaboration on
19 the regulatory front between NiSource and IGS?

20 A. Yes.

21 Q. And in what regulatory proceedings?
22 Let's focus on Ohio first.

23 A. I don't know of anything directly related
24 to this agreement. There was a, prior to this
25 agreement there was an understanding that Columbia

1 would go from a SSO auction to an SCO auction; they
2 continue to follow through with that. And that's
3 really the only Commission proceeding that I think
4 Columbia's been a part of that I can -- offhand that
5 I can recall.

6 Q. Does IGS have registered lobbyists in
7 Ohio?

8 A. Yes.

9 Q. And who are those registered lobbyists?

10 MR. BENTINE: Objection. I don't know
11 what this has to do with anything.

12 MR. WARNOCK: Well, this ties directly in
13 with legislative collaboration and the fact that at
14 least one registered lobbyist, I believe, works for
15 both Columbia and IGS, and I'm just trying to
16 understand, you know, how they're working together on
17 the legislative aspect of it.

18 MR. BENTINE: While that may be
19 interesting for Mr. Warnock to understand, it's not
20 relevant to this proceeding.

21 MR. WARNOCK: It's directly relevant to
22 this proceeding which contemplates collaboration on
23 legislative issues between NiSource and IGS.

24 EXAMINER STENMAN: The objection is
25 sustained.

1 MR. WARNOCK: Your Honor, can we make a
2 proffer of evidence relating to that topic for which
3 the objection was just sustained?

4 EXAMINER STENMAN: You may.

5 MR. WARNOCK: May I approach?

6 EXAMINER STENMAN: You may.

7 MR. WARNOCK: Do you want me to mark this
8 as an exhibit kind of temporarily, or how do you want
9 to do this?

10 EXAMINER STENMAN: Let's mark it as an
11 exhibit just for clarity of the record.

12 MR. WARNOCK: Is this Exhibit 6?

13 EXAMINER STENMAN: Yes. It will be
14 marked as NOPEC 6.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 MR. WARNOCK: Under this proffer I'm
17 going to ask Mr. White if he can identify this
18 document.

19 THE WITNESS: Yeah, it's agents for
20 IGS --

21 MR. BENTINE: Objection. Just because
22 he's proffering doesn't mean he can continue to ask
23 questions. He proffered an exhibit.

24 MR. WARNOCK: Well, I'm going to also
25 proffer some of the questions that I would have asked

1 Mr. White as part of this exhibit.

2 MR. BENTINE: And you may proffer the
3 questions, but he doesn't answer the questions on a
4 proffer.

5 MR. WARNOCK: Well, I would have,
6 although we think that's a little bit unusual, I
7 would have asked some foundational questions about
8 this document which is --

9 EXAMINER STENMAN: Let me stop you there.
10 It's 12:30. I think this is an excellent time to
11 take a break and to actually take a lunch break
12 because it looks like we're going to go well into the
13 afternoon with Mr. White. So let's go off the record
14 and take a lunch break for an hour, we'll be back at
15 1:30.

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

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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

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

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.

4 Q. Can you explain to me what this exhibit
5 shows?

6 A. It shows [REDACTED]
7 [REDACTED]
8 [REDACTED].

9 Q. Are these [REDACTED] or [REDACTED]?

10 A. Those are [REDACTED] of -- it's part of the
11 agreement.

12 Q. Can you explain to me how -- let's just
13 start with [REDACTED]. So that the [REDACTED] is [REDACTED],
14 and I presume that's -- is that [REDACTED]?

15 A. That's [REDACTED].

16 Q. [REDACTED]. Now, how is that number determined?

17 A. It's just on the agreement. It's an
18 estimate of what constitutes the approximate [REDACTED]
19 that we were currently supplying.

20 Q. Okay. Now can you turn to the next
21 exhibit which is Exhibit C. And this exhibit shows
22 customers of Columbia Gas of Ohio who do not count
23 for purposes of calculating the licensing fee,
24 correct?

25 A. That's correct.

1 Q. How were these customers chosen?

2 A. These are customers whose [REDACTED]

3 [REDACTED].

4 Q. And why was [REDACTED]

5 [REDACTED]?

6 A. Because the agreement was really only
7 pertaining to the mass market, what we defined to be
8 mass market customers.

9 Q. And by "mass market" do you mean
10 [REDACTED] and [REDACTED] customers or
11 something more?

12 A. Yes.

13 Q. [REDACTED] and [REDACTED]
14 customers.

15 Now, have any other customers been added
16 to Exhibit C since the effective date of the
17 agreement?

18 A. Not that I'm aware of.

19 Q. And does IGS or Columbia Retail Energy
20 have any customers that have annual usage of more
21 than [REDACTED] but are not listed on Exhibit
22 C?

23 A. It's possible. If that's the case, then
24 we need to update Exhibit C.

25 Q. Do you know approximately how much IGS

1 invests in the IGS trade name each year?

2 MR. BENTINE: Objection.

3 EXAMINER STENMAN: Grounds?

4 MR. BENTINE: I don't think that's
5 relevant to this proceeding.

6 MR. WARNOCK: Well, the use of the IGS or
7 Columbia Retail Energy name is the big issue in this
8 case. I'm just trying to figure out how much effort
9 and resources are devoted to the use of the IGS name
10 compared to the Columbia Retail Energy name.

11 EXAMINER STENMAN: The objection will be
12 overruled.

13 MR. WARNOCK: Can you repeat the question
14 for the witness?

15 (Record read.)

16 A. It's hard for me to answer that. I don't
17 know if I really understand what you want to know.
18 For instance, we have a marketing budget; I don't
19 know if that's investing in the trade name. If I
20 have dollars allocated for telemarketing, for
21 example, is that investment in the trade name? If I
22 advertise at the Blue Jackets, is that investment in
23 trade name? You know, I don't really understand how
24 to answer your question. We don't have a separate
25 line item that says "trade name investment."

1 Q. But you do have a marketing budget that
2 you have invested in the name?

3 A. Yeah, we have a marketing budget.

4 Q. And what is that marketing budget?

5 A. The marketing budget is approximately

6 [REDACTED].

7 Q. And it's approximately [REDACTED] for
8 fiscal year 2011?

9 A. Yes.

10 Q. And was it more or less in --

11 A. [REDACTED].

12 Q. -- the year 2010? [REDACTED]?

13 A. [REDACTED].

14 Q. To date has IGS had any discussions with
15 any NiSource entity regarding [REDACTED]?

16 A. [REDACTED].

17 Q. To date has IGS had any discussions with
18 any NiSource entity regarding [REDACTED]?

19 A. [REDACTED].

20 Q. Have you approached any NiSource entity
21 regarding a [REDACTED] or a [REDACTED]?

22 A. [REDACTED].

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

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.

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.

11 Q. Would you tell the attorney examiner what
12 you believe to be the scope of that agreement that's
13 embodied in 19 and how wide that was?

14 A. Well, this would pertain to activities
15 regarding the Choice program or the agreement, this
16 agreement which -- this issue regarding the Choice
17 programs in general.

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?

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.

4 Q. Counsel for NOPEC also asked you some
5 questions about NiSource's incentive, because there
6 was [REDACTED], they would make more money. Do
7 you recall that line of questioning?

8 A. Yes.

9 Q. In terms of that incentive, Mr. White,
10 did you or IGS ever contemplate that that incentive
11 would cause Columbia Gas to discriminate in IGS's
12 favor, Columbia Retail Energy's favor, or violate any
13 rules or regulations or laws in their conduct after
14 you signed the agreement?

15 A. No.

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

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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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 Monday, November 7, 2011, and
5 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-3923A)

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