

# Confidential Release

**Case Number: 10-2395-GA-CSS**

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Case # 10-2395-GA-CSS

➤ Page Count 17

➤ Date Filed 12/20/2011

➤ Filed by John W. Bentine on behalf of

INTERSTATE GAS SUPPLY INC

❖ Summary of document Exhibit C

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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. : Case No. 10-2395-GA-CSS  
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 Tuesday, November 8, 2011.

## VOLUME II - CONFIDENTIAL EXCERPT

ARMSTRONG & OKEY, INC.  
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EXHIBIT

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1 APPEARANCES:

2 Bruce J. Weston,  
3 Interim Ohio Consumers' Counsel  
4 By Mr. Joseph P. Serio  
5 Mr. Larry S. Sauer  
6 Ms. Kyle Verrett  
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  
14 Ms. Sarah Daggett Morrison  
15 Mr. Zachary D. Kravitz  
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  
21 Mr. Thomas J. O'Brien  
22 Ms. Sommer L. Sheely  
23 100 South Third Street  
24 Columbus, Ohio 43215-4291

25 Bricker & Eckler, LLP  
By Glenn S. Krassen  
1001 Lakeside Avenue East, Suite 1350  
Cleveland, Ohio 44114-1142

On behalf of Northeast Ohio Public Energy  
Council.

McIntosh & McIntosh  
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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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

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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.

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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



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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 [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [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 --

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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.

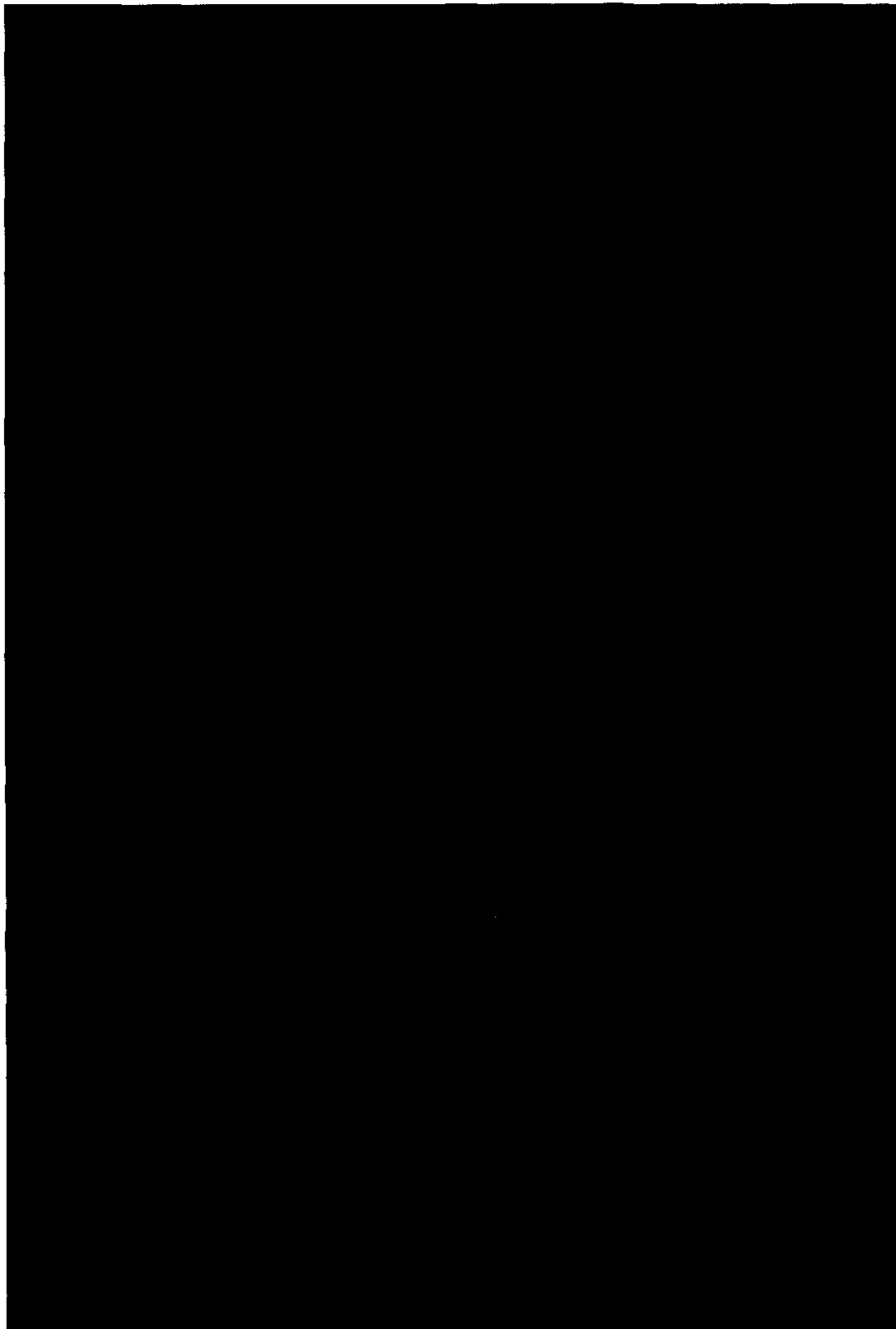
9 Q. Now, in the definition of auction  
10 customers, "Auction Customers" means customers served  
11 via Columbia Gas of Ohio's SSO or SCO offer, correct?

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

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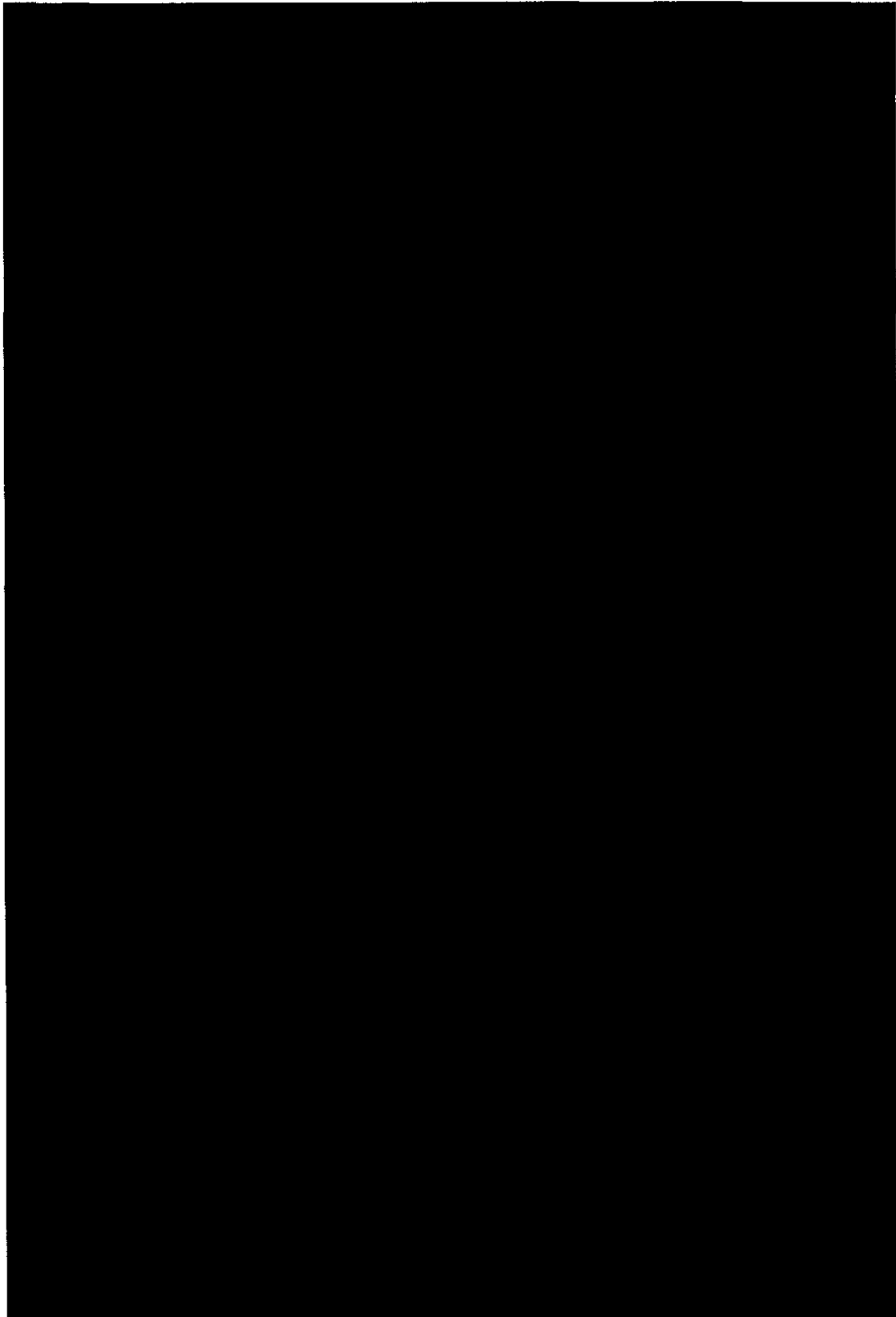


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ARMSTRONG & OKEY, INC., Columbus, Ohio (614) 224-9481



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

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

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

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

(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 Tuesday, November 8, 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-3924A)

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