

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY)
for authority to increase its rates, amend) Case No. U-21534
its rate schedules and rules governing the)
distribution and supply of electric energy, and)
for miscellaneous accounting authority.)

PROTECTIVE ORDER

This Protective Order, including any subsequent Addendum entered under Paragraph II. I., governs the use and disposition of Protected Material that DTE Electric Company (“Applicant”) or any other Party discloses to another Party during the course of this proceeding. The Applicant or other Party disclosing Protected Material is referred to as the “Disclosing Party”; the recipient is the “Receiving Party” (defined further below). The intent of this Protective Order is to protect non-public, confidential, proprietary, and commercially sensitive information and materials so designated by the Applicant or by any other Party, which information and materials contain confidential, proprietary, or commercially sensitive information. This Protective Order defines “Protected Material” and describes the manner in which Protected Material is to be identified and treated. Accordingly, it is ordered:

I. “Protected Material” and Other Definitions

A. For the purposes of this Protective Order, “Protected Material” consists of trade secrets or confidential, proprietary, or commercially sensitive information provided in Disclosing Party’s Exhibits, discovery, or audit responses, any witness’ related exhibit and testimony, and any arguments of counsel describing or relying upon the Protected Material. Subject to challenge under

Paragraph IV.A., Protected Material shall consist of non-public confidential information and materials including, but not limited to, the following information disclosed during the course of this case if it is marked as required by this Protective Order:

1. Trade secrets or confidential, proprietary, or commercially sensitive information provided in response to discovery, in response to an order issued by the presiding hearing officer (hereinafter sometimes also described as the presiding officer or Administrative Law Judge) or the Michigan Public Service Commission (“MPSC” or the “Commission”), in testimony or exhibits filed later in this case, or in arguments of counsel;
 - a. Examples of such trade secrets, confidential, proprietary, or commercially sensitive information include, but are not limited to, information regarding compensation, generation, transmission and distribution facilities and related equipment, infrastructure, energy market projections or assumptions, forecasts, gas conversion analyses, sensitivity analyses, revenue requirement analyses, or financial arrangements including but not limited to those set forth in contracts.
2. To the extent permitted, information obtained under license from a third-party licensor, to which the Disclosing Party or witnesses engaged by the Disclosing Party is a licensee, that is subject to any confidentiality or non-transferability clause. This information includes reports; analyses; models (including related inputs and outputs); trade secrets; and confidential, proprietary, or commercially sensitive information that the Disclosing Party or one of its witnesses receives as a licensee and is authorized by the third- party licensor to disclose consistent with the terms and conditions of this Protective Order.

3. Information that could identify the bidders and bids, including the winning bid, in a competitive solicitation for a power purchase agreement or in a competitively bid engineering, procurement, or construction contract at any stage of the selection process (i.e., before the Disclosing Party has entered into a power purchase agreement or selected a contractor).
- B. The information subject to this Protective Order does not include:
1. Information that is or has become available to the public through no fault of the Receiving Party or Reviewing Representative and no breach of this Protective Order, or information that is otherwise lawfully known by the Receiving Party without any obligation to hold it in confidence;
 2. Information received from a third party free to disclose the information without restriction;
 3. Information that is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization;
 4. Information that is required by law or regulation to be disclosed, but only to the extent of the required disclosure; or
 5. Information that is disclosed in response to a valid, non-appealable order of a court of competent jurisdiction or governmental body, but only to the extent the order requires.
- C. “Party” refers to the Applicant, MPSC Staff (“Staff”), Michigan Attorney General, or any other person, company, organization, or association that is granted intervention in Case No. U-21534 under the Commission’s Rules of Practice and Procedure, Mich Admin Code, R 792.10401 et al.

D. “Receiving Party” means any Party to this proceeding who requests or receives access to Protected Material, subject to the requirement that each Reviewing Representative sign a Nondisclosure Certificate attached to this Protective Order as Attachment 1.

E. “Reviewing Representative” means a person who has signed a Nondisclosure Certificate and who is:

1. An attorney who has entered an appearance in this proceeding for a Receiving Party;
2. An attorney, paralegal, or other employee associated, for the purpose of this case, with an attorney described in Paragraph I.E.1.;
3. An expert or employee of an expert retained by a Receiving Party to advise, prepare for, or testify in this proceeding; or
4. An employee or other representative of a Receiving Party with significant responsibility in this case.

A Reviewing Representative is responsible for assuring that persons under his or her supervision and control comply with this Protective Order.

F. A Reviewing Representative is “Competitive Duty Personnel” if a Reviewing Representative’s scope of employment includes any of the following activities:

1. Energy marketing and/or energy development;
2. Direct supervision of any employee or employees whose duties include energy marketing and/or energy development; or
3. The provision of consulting services to any person whose duties include energy marketing and/or energy development.

The term “Competitive Duty Personnel” is not used in this Protective Order, but may be used in an addendum.

G. “Nondisclosure Certificate” means the certificate attached to this Protective Order as Attachment 1, which is signed by a Reviewing Representative who has been granted access to Protected Material and agreed to be bound by the terms of this Protective Order. “CEII Nondisclosure Certificate” means the certificate attached to this Protective Order as Attachment 2, which is signed by a Reviewing Representative seeking access to CEII as defined in 16 USC § 824o-1(a)(3) and Federal Energy Regulatory Commission rules, specifically 18 CFR § 388.113(c). The CEII Nondisclosure Certificate is intended to meet the requirements of 18 CFR § 388.113(h)(2).

H. “Limited Reviewing Party” means an attorney or other individual employed by a public body whose role is to review and authorize filings in this docket by an attorney of record, including filings that contain or reference Protected Material, so long as an affidavit accompanying the filing identifies the individual who is a Limited Reviewing Party and that individual attests that he or she will comply with this Order and waive any objection to the enforcement of this Order against the Limited Reviewing Party. Limited Reviewing Parties will only have access to material in the subject filing and will not be treated as Receiving Parties for the purpose of service of or access to any other Protected Material.

II. Access to and Use of Protected Material

A. This Protective Order governs the use of all Protected Material that is marked as required by Paragraph III.A. and made available for review by the Disclosing Party to any Receiving Party or Reviewing Representative. This Protective Order does not limit a Party’s right to assert evidentiary objections or other legal rights with respect to discovery. This Protective

Order protects: (i) the Protected Material; (ii) any copy or reproduction of the Protected Material made by any person; and (iii) any memorandum, handwritten notes, or any other form of information that copies, contains, or discloses Protected Material. All Protected Material in the possession of a Receiving Party shall be maintained in a secure place. Access to Protected Material shall be limited to persons authorized to have access subject to the provisions of this Protective Order.

B. Protected Material shall be used and disclosed by the Receiving Party solely in accordance with the terms and conditions of this Protective Order. A Receiving Party may authorize access to, and use of, Protected Material by a Reviewing Representative identified by the Receiving Party, subject to Sections III. and V. below, only as necessary to analyze the Protected Material; make or respond to discovery; present evidence; prepare testimony, argument, briefs, or other filings; prepare for cross-examination; consider strategy; and evaluate settlement. These individuals shall not release or disclose the content of Protected Material to any other person or use the information for any other purpose.

C. The Disclosing Party retains the right to object to any designated Reviewing Representative if the Disclosing Party has reason to believe that there is an unacceptable risk of misuse of confidential information. If a Disclosing Party objects to a Reviewing Representative, the Disclosing Party and the Receiving Party will attempt to reach an agreement to accommodate that Receiving Party's request to review Protected Material. If no agreement is reached, then either the Disclosing Party or the Receiving Party may submit the dispute to the presiding hearing officer. If the Disclosing Party notifies a Receiving Party of an objection to a Reviewing Representative, then the Protected Material shall not be provided to that Reviewing Representative until the objection is resolved by agreement or by the presiding hearing officer.

D. Before reviewing any Protected Material, including copies, reproductions, and copies of notes of Protected Material, a Receiving Party and Reviewing Representative shall sign a copy of the Nondisclosure Certificate (Attachment 1 to this Protective Order) agreeing to be bound by the terms of this Protective Order. The Reviewing Representative shall also provide a copy of the executed Nondisclosure Certificate to the Disclosing Party. If a Receiving Party seeks access to CEII as defined in 16 U.S.C § 824o-1(a)(3) and FERC rules, specifically 18 CFR § 388.113(c), the Receiving Party and Reviewing Representative shall also sign the CEII Nondisclosure Certificate (Attachment 2 to this Protective Order) and provide a copy of the executed CEII Nondisclosure Certificates to the Disclosing Party.

E. No person who is afforded access to any Protected Material by reason of this Protective Order shall disclose the Protected Material to anyone not specifically authorized to receive such information pursuant to the terms of this Protective Order. Nor shall such persons use the Protected Material in any manner inconsistent with this Protective Order. All persons afforded access to Protected Material pursuant to this Protective Order shall keep the Protected Material secure in accordance with the purposes and intent of this Protective Order and shall adopt all reasonable precautions to assure continued confidentiality, including precautions against unauthorized copying, use, or disclosure thereof.

F. A Party seeking or intending to disclose in or on the public record information taken directly from materials identified as Protected Material must – before actually disclosing the information – do one of the following: (a) contact the Disclosing Party’s counsel of record and obtain written permission to place the information in the public record, (b) take affirmative steps to confirm and actually confirm that the information is otherwise public information and within an exclusion in Paragraph I. B. of this Protective Order, or (c) challenge the confidential nature of

the Protected Material and obtain a ruling under Section IV. that the information is not confidential and may be disclosed in or on the public record.

G. Even if no longer engaged in this proceeding, every person who has signed a Nondisclosure Certificate continues to be bound by the provisions of this Protective Order. The obligations under this Protective Order are not extinguished or nullified by entry of a final order in this case and are enforceable by the MPSC or a court of competent jurisdiction. To the extent Protected Material is not returned to a Disclosing Party, it remains subject to this Protective Order.

H. Members of the Commission, Commission staff assigned to assist the Commission with its deliberations, and the presiding hearing officer shall have access to all Protected Material that is submitted to the Commission under seal without the need to sign the Nondisclosure Certificate.

I. A Party retains the right to seek further restrictions on the dissemination of Protected Material to Parties and persons who have intervened or may subsequently seek to intervene in this MPSC proceeding. Further restrictions adopted by the ALJ as part of this Protective Order will be included in an Addendum.

J. Nothing in this Protective Order precludes a Party from asserting a timely evidentiary objection to the proposed admission of Protected Material into the evidentiary record for this case.

III. Procedures

A. The Disclosing Party shall mark any information that it considers confidential as “CONFIDENTIAL: SUBJECT TO THE PROTECTIVE ORDER ISSUED IN CASE NO. U-21534.” Protected Material containing CEII protected from disclosure under 16 USC § 824o1 shall also be marked as “CONFIDENTIAL CEII PROTECTED FROM DISCLOSURE UNDER 16

USC § 824o-1.” Software executable files containing Protected Material may not be capable of being marked with the foregoing required protective language. The inability to mark software executable files containing Protected Material with such protective language shall not diminish the requirements of this Protective Order. It shall be sufficient if the medium used to deliver software executable files containing protected information is marked with the required protective language. However, any output from the software executable files containing Protected Material that is generated only as a reproducible document, whether electronic or non-electronic, that is capable of being marked with the required protective language, shall be marked by the Party who generated the output with such protective language and subject to the requirements of this Protective Order. If the Receiving Party or a Reviewing Representative makes copies of any Protected Material, they shall conspicuously mark the copies as Protected Material. Notes of Protected Material shall also be conspicuously marked as Protected Material by the person making the notes.

B. If a Receiving Party wants to quote, refer to, or otherwise use Protected Material in pleadings, pre-filed testimony, exhibits, cross-examination, briefs, oral argument, comments, or in some other form in this proceeding (including administrative or judicial appeals), the Receiving Party shall do so consistent with procedures that will maintain the confidentiality of the Protected Material. For purposes of this Protective Order, the following procedures apply:

1. Written submissions using Protected Material shall be filed in a sealed record to be maintained by the MPSC’s Docket Section, or by a court of competent jurisdiction, in envelopes clearly marked on the outside, “CONFIDENTIAL – SUBJECT TO THE PROTECTIVE ORDER ISSUED IN CASE NO. U- 21534.” Simultaneously, identical documents and materials, with the Protected Material redacted, shall be filed and disclosed the same way that evidence or briefs are usually filed;

2. Oral testimony, examination of witnesses, or argument about Protected Material shall be conducted on a separate record to be maintained by the MPSC's Docket Section or by a court of competent jurisdiction. These separate record proceedings shall be closed to all persons except those furnishing the Protected Material and persons otherwise subject to this Protective Order. The Receiving Party presenting the Protected Material during the course of the proceeding shall give the presiding officer or court sufficient notice to allow the presiding officer or court an opportunity to take measures to protect the confidentiality of the Protected Material; and
3. Copies of the documents filed with the MPSC which contain Protected Material, including the portions of the exhibits, transcripts, or briefs that refer to Protected Material, shall be marked or identified as, "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER IN CASE NO. U-21534" and shall be maintained in a separate portion of the record under seal, segregated in the files of the Commission, and withheld from inspection by any person not bound by the terms of this Protective Order.
4. Protected Material containing CEII protected from disclosure under 16 USC § 824o-1 shall also be marked as "CONFIDENTIAL CEII PROTECTED FROM DISCLOSURE UNDER 16 USC § 824o-1."

C. The Protected Material subject to this Protective Order shall be shielded from disclosure to the extent permitted by law.

1. Protected Material marked "CONFIDENTIAL CEII PROTECTED FROM DISCLOSURE UNDER 16 USC § 824o-1" shall not be produced in response to a

Freedom of Information Act (FOIA) request as CEII is protected from disclosure by federal law and is thus exempt from disclosure under FOIA under 16 USC §824o-1(d)(1) and MCL 15.243(1)(d).

2. For all other Protected Materials (those marked “CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER IN CASE NO. U-21534”), if any person files a FOIA request with the Commission seeking access to documents subject to this Order, then the Commission’s Executive Secretary shall notify the Disclosing Party as soon as reasonably practicable and the Disclosing Party may take whatever legal actions it deems appropriate to protect the Protected Material from disclosure. If the Commission denies a claim of confidentiality, in whole or in part, then the Commission shall give notice to the Disclosing Party at least five (5) business days prior to the Commission’s contemplated disclosure in response to the request. The notice shall briefly explain why the Disclosing Party’s objections to disclosure were not sustained by the Commission. In the event that the FOIA requester commences suit against the Commission to compel disclosure of a document for which privilege is claimed, the Commission shall promptly notify the Disclosing Party of the suit.

D. It is also intended that the Protected Material subject to this Protective Order shall be shielded from disclosure by other Receiving Parties subject to FOIA to the extent permitted by law. If any person files a request under FOIA with any other Party subject to FOIA seeking access to documents subject to this Protective Order, the Party subject to FOIA and receiving the FOIA request shall promptly notify the Disclosing Party, and the Disclosing Party may take whatever legal actions it deems appropriate to protect the Protected Material from disclosure. In light of Section 5 of the Freedom of Information Act, MCL 15.235, the notice must be given at least five

(5) business days before the Party subject to FOIA grants the request in full or in part. Notwithstanding anything in this Protective Order to the contrary, Section 215A of the Federal Power Act, 16 USC Sec. 824o-1 prohibits disclosure of CEII under federal, state, political subdivision, or tribal authority freedom of information laws and satisfies the requirements for the FOIA exemption in MCL 15.243(1)(d). (Case No. U-21297 Presiding Officer Ruling dated March 24, 2023, pp. 14-18)

IV. Termination of Protected Status

A. A Receiving Party reserves the right to challenge whether a document or information is Protected Material and whether this information can be withheld under this Protective Order. In response to a motion, the Commission or the presiding hearing officer in this case may revoke a document's protected status after notice and hearing. If the presiding hearing officer revokes a document's protected status, then the document loses its protected status after 14 days unless a Party files an application for leave to appeal the ruling to the Commission within that time period. Any Party opposing the application for leave to appeal shall file an answer with the Commission no more than 14 days after the filing and service of the appeal. If an application for leave to appeal is filed, then the information will continue to be protected from disclosure until either the time for appeal of the Commission's final order resolving the issue has expired under MCL 462.26 or, if the order is appealed, until judicial review is completed and the time to take further appeals has expired.

B. If a document's protected status is challenged under Paragraph IV.A., the Receiving Party challenging the protected status of the document shall explicitly state its reason for challenging the confidential designation. The Disclosing Party bears the burden of proving that the document should continue to be protected from disclosure.

V. Retention of Documents

Protected Material remains the property of the Disclosing Party and only remains available to the Receiving Party until the time expires for petitions for rehearing of a final MPSC order in Case No. U-21534 or until the MPSC has ruled on all petitions for rehearing in this case (if any). On or before the time specified by the preceding sentences, the Receiving Party shall return to the Disclosing Party all Protected Material in its possession or in the possession of its Reviewing Representatives- including all copies and notes of Protected Material-or certify in writing to the Disclosing Party that the Protected Material has been destroyed. Counsel for the Receiving Party or Parties may maintain a single confidential file of Protected Material (excluding CEII) subject to all other provisions in this Order; CEII shall be returned or disposed of as provided in the CEII Nondisclosure Certificate, not later than the conclusion of this case.

VI. Limitations and Disclosures

The provisions of this Protective Order do not apply to a particular document, or portion of a document, described in Paragraph II.A. if a Receiving Party can demonstrate that it has been previously disclosed by the Disclosing Party on a non-confidential basis or meets the criteria set forth in Paragraphs I.B.1. through I.B.5. A Receiving Party intending to disclose information taken directly from materials identified as Protected Material must-before actually disclosing the information-do one of the following: (i) contact the Disclosing Party's counsel of record and obtain written permission to disclose the information, or (ii) challenge the confidential nature of the Protected Material and obtain a ruling under Section IV. that the information is not confidential and may be disclosed in or on the public record.

VII. Remedies

If a Receiving Party violates this Protective Order by improperly disclosing or using Protected Material, the Receiving Party shall take all necessary steps to remedy the improper disclosure or use. This includes promptly notifying the MPSC, the presiding hearing officer, and the Disclosing Party, in writing, of the identity of the person known or reasonably suspected to have obtained the Protected Material. A Party or person that violates this Protective Order remains subject to this section regardless of whether the Disclosing Party could have discovered the violation earlier than it was discovered. This section applies to both inadvertent and intentional violations. Nothing in this Protective Order limits the Disclosing Party's rights and remedies, at law or in equity, against a Party or person using Protected Material in a manner not authorized by this Protective Order, including the right to obtain injunctive relief in a court of competent jurisdiction to prevent violations of this Protective Order.

MICHIGAN OFFICE OF ADMINISTRATIVE
HEARINGS AND RULES
For the Michigan Public Service Commission

**Sally L.
Wallace**

Digitally signed by: Sally L.
Wallace
DN: CN = Sally L. Wallace email =
wallaces2@michigan.gov C = US
O = MOAHR OU = MOAHR - PSC
Date: 2024.04.29 10:12:57 -04'00'

Administrative Law Judge

Issued and Served: April 29, 2024

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY)
for authority to increase its rates, amend)
its rate schedules and rules governing the)
distribution and supply of electric energy, and)
for miscellaneous accounting authority.)

Case No. U-21534

NONDISCLOSURE CERTIFICATE

By signing this Nondisclosure Certificate, I acknowledge that I have been provided access to Protected Material under the terms and restrictions of the Protective Order issued in Case No. U-21534, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by the terms of the Protective Order. I understand that I shall maintain the substance of the Protected Material (as defined in the Protective Order), any notes from Protected Material, or any other form of information that copies or discloses Protected Material, as confidential and shall not disclose it to anyone other than in accordance with the Protective Order. I understand that I may not use Protected Material for a commercial or competitive purpose.

Reviewing Representative

Date: _____

Title: _____

Representing: _____

Printed Name

Email: _____

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)	
DTE ELECTRIC COMPANY)	
for authority to increase its rates, amend)	Case No. U-21534
its rate schedules and rules governing the)	
distribution and supply of electric energy, and)	
<u>for miscellaneous accounting authority.</u>)	

NONDISCLOSURE CERTIFICATE AND CERTIFICATE FOR CRITICAL ELECTRIC INFRASTRUCTURE INFORMATION

I hereby agree and certify my understanding that I have been provided access to Critical Electric Infrastructure Information (“CEII”) as defined at 16 USC § 824o-1(a)(3) and 18 CFR § 388.113(c) pursuant to the terms and restrictions of this CEII Nondisclosure Agreement and the Protective Order issued in Case No. U-21534, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by the terms of this CEII Nondisclosure Agreement and the Protective Order. I further agree that: 1. I will use CEII only for the purpose for which it was requested; 2. I will not use CEII for a commercial or competitive purpose; 3. I will only discuss CEII with authorized recipients; 4. I will keep CEII in a secure place in a manner that prevents unauthorized access; 5. I will destroy CEII or return it to the Disclosing Party upon request; 6. I understand that CEII is not subject to release under the Freedom of Information Act; 7. I understand that I am obligated to protect CEII even after a designation as CEII has lapsed until a determination by the Administrative Law Judge that the information should no longer be designated as CEII; and 8. I will report all unauthorized disclosures of CEII to the Disclosing Party.

Reviewing Representative

Date: _____

Title: _____

Representing: _____

Printed Name

Email: _____

STATE OF MICHIGAN
MICHIGAN OFFICE OF ADMINISTRATIVE HEARINGS AND RULES
FOR THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

STATE OF MICHIGAN)
) SS. Case No. U-21534
County of Ingham)
_____)

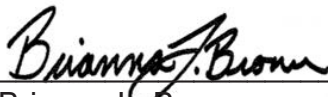
PROOF OF SERVICE

Madeline Kulhanek, being duly sworn, deposes and says that on April 29, 2024, she served a copy of the attached Protective Order and Nondisclosure Certificate and Certificate for Critical Electric Infrastructure Information via email and/or first-class mail, to the persons as shown on the attached service list.



Madeline Kulhanek

Subscribed and sworn to before me
this 29th day of April 2024.



Brianna L. Brown
Notary Public, Gratiot County, Michigan
My Commission Expires July 4, 2028

**Case No. U-21534
Service List**

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