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April 14, 2026

Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

RE: In the matter of the Application of **DTE ELECTRIC COMPANY** for Approval
of Special Contracts and for other relief
MPSC Case No. U-22058

Dear Ms. Felice:

Attached for electronic filing in the above referenced matter is DTE Electric Company's
Motion for Protective Order. Also Attached is the Proof of Service.

Very truly yours,

John A. Janiszewski

JAJ/erb
Encl.

cc: Service List

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
DTE ELECTRIC COMPANY)
for approval of special contracts and)
related relief _____)

Case No. U-22058

DTE ELECTRIC COMPANY’S MOTION FOR PROTECTIVE ORDER

DTE Electric Company (“DTE Electric” or the “Company”) respectfully files this Motion for Protective Order to the Michigan Public Service Commission (“MPSC” or the “Commission”), pursuant to Rule 432 of the Commission’s Rules of Practice and Procedure, R 792.10432, MCR 2.302(C), and MCL 24.280, for entry of the attached proposed Protective Order to govern the release, use, and disclosure of confidential and competitively sensitive information in this proceeding. In support of this Motion, the Company states as follows:

1. DTE Electric is a corporation organized and existing under and by virtue of the laws of the State of Michigan, with its principal office at One Energy Plaza, Detroit, Michigan 48226. DTE Electric is owned by DTE Electric Holdings, LLC, which is a wholly-owned subsidiary of DTE Energy, providing retail electric service to customers located in Michigan.

2. DTE Electric’s retail electric business is subject to the Commission’s jurisdiction pursuant to Michigan law, including certain provisions of 1939 PA 3, as amended, including 2016 PA 341, MCL 460.1 *et seq.*; 1909 PA 106, as amended, MCL 460.551 *et seq.*; 1909 PA 300, as amended, MCL 462.2 *et seq.*; and 2008 PA 295, as amended, MCL 460.1001 *et seq.* DTE Electric presently serves its electric customers under schedules of rates and charges contained in the Company’s Commission-approved tariffs.

3. On March 17, 2026, DTE Electric filed an Application with the Commission seeking expedited approval of the Company's Primary Supply Agreement ("PSA") and Clean Capacity Accelerator Agreement ("CCAA") (collectively, the "Special Contracts") with Google LLC (the "Customer") and for other relief.

4. DTE Electric's Application, testimony, exhibits, workpapers, and supporting material include information that is Critical Energy Infrastructure Information ("CEII"), nonpublic, proprietary, confidential, or contains trade secrets or competitively sensitive information ("Confidential Information"). DTE Electric requests that this Confidential Information be exempt from public disclosure.

5. As set forth in the Application and described in the Affidavit of Neal T. Foley, Director of Electric Marketing for DTE Electric, attached hereto as Exhibit A, the Company requests that certain information presented in its Application, testimony, exhibits, workpapers, and supporting material, be treated as Confidential Information, including, but not limited to, information related to costs, pricing, terms and conditions of the Special Contracts, Customer-specific data, and CEII.

6. DTE Electric requests that a Protective Order be issued for purposes of protecting the Confidential Information from public disclosure during the course of this proceeding and establish the terms and conditions upon which Confidential Information may be provided to other parties in this proceeding. The proposed Protective Order is attached hereto as Exhibit B.

7. By this Motion and proposed Protective Order, DTE Electric seeks to ensure that: (i) appropriate protection is afforded to Confidential Information in Michigan, (ii) the protections obtained before other jurisdictions are not defeated; and (iii) confidential, proprietary, and competitively sensitive information can be protected in this proceeding.

8. Although the Commission’s Rules of Practice and Procedure do not expressly address the issuance of protective orders, Rule 403(1) therein, R 792.10403, states that “[t]hese rules govern practice and procedure in all proceedings before the commission, except as otherwise provided by statute or these rules. In areas not addressed by these rules, the presiding officer may rely on appropriate provisions of the Michigan court rules.” MCR 2.302(C)(8) provides that a protective order may be issued, stating, in pertinent part:

On motion by a party or by the person from whom discovery is sought, and on reasonable notice and for good cause shown, the court in which the action is pending may issue any order that justice requires . . . including one or more of the following orders: . . . that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.

Further, Section 80 of the Michigan Administrative Procedures Act, MCL 24.280(d), provides that a presiding officer may “[r]egulate the course of the hearings”

9. The Administrative Law Judge may enter the proposed Protective Order pursuant to Commission Rule 106, R 792.10106, and Rule 114, R 792.10114, MCR 2.302(C), and Section 80 of the Administrative Procedures Act, MCL 24.280, to regulate orderly progress in these proceedings, regulate discovery, and designate the manner of disclosure of information.

10. Longstanding precedent before the Commission exists for issuing protective orders for documents which are confidential, proprietary, or involve trade secrets. For example, protective orders were issued in Case Nos. U-9322 and U-9611 (July 18, 1990), U-10335 (Nov. 29, 1993), U-10491 and U-10492 (July 19, 1992), U-13221 (March 20, 2002), and U-14040 (May 11, 2004). *See also, e.g., In re Consumers Energy Company* (confidential treatment of three power purchase agreements), Case No. U-13162 (December 20, 2001); *In re the Commission’s Own Motion* (confidential treatment of DTE Electric contracts), Case No. U-15806 (April 30, 2009); *In re DTE Electric Company* (confidential treatment of contract information, including cost analyses

and related modeling), Case No. U-17920 (March 1, 2016); *In re Indiana Michigan Power Company* (confidential treatment of contract-related information), Case No. U-21052 (December 16, 2021).

11. The Commission has previously approved special contracts in proceedings that strictly maintained the confidentiality of trade secret and commercially sensitive information in the special contracts or related thereto, including customer-specific data. *See, e.g.*, Case Nos. U-21285, U-21361, and U-21990.

12. The Commission set forth the standard for issuing a protective order in Case No. U-10282. The party moving for a protective order must show “(1) that the information at issue is a trade secret or otherwise confidential, and (2) that [public] disclosure would work a clearly defined and serious injury.” *In re Michigan Bell Telephone Company*, Case No. U-10282 (June 30, 1994), p. 12. As described below, DTE Electric meets both criteria.

13. The Confidential Information DTE Electric seeks to protect is of such a nature that: (i) it may derive actual and potential economic value from being either generally known to, or readily ascertainable by, persons who could obtain economic value from its disclosure or use; and (ii) it is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Confidential Information is therefore considered a trade secret under Michigan law and is entitled to protection from disclosure by the Commission. *See* MCL 445.1902.

14. The harm that would be caused by public disclosure of the Confidential Information is real and specific. According to Company affiant Foley, publicly disclosing this confidential and competitively sensitive information could cause direct harm to the Customer, DTE Electric, and its other customers.

15. The proposed Protective Order allows the appropriate use of the Confidential Information. DTE Electric seeks to protect Confidential Information that it already internally protects from public disclosure. Information of this type can be used by competitors to their advantage and to the Company's detriment. The information for which protection is sought relates directly to competitive activities, or grows out of such activities, and has specific commercial value. Moreover, the Special Contracts contain commercially sensitive and personally identifiable information of the Customer that the Customer has requested remain confidential.

16. The proposed Protective Order is generally modeled after protective orders the Commission has previously approved, such as in Case No. U-21875 (February 9, 2026), and balances DTE Electric's and the Customer's needs for confidential treatment with the parties' interest in obtaining and using the Confidential Information in the proceeding. The proposed Protective Order provides a process for disputing assertions of confidential treatment, affords the parties reasonable access to the Confidential Information, and establishes procedures by which the parties may use the Confidential Information if otherwise admissible in proceedings before the Commission.

17. Based upon the above description of the material for which DTE Electric seeks protection and the attached Affidavit of Neal T. Foley, the Company requests that the Protective Order be entered because, among other things, the Confidential Information is confidential and a trade secret within the meaning of MCL 445.1902, therefore a Protective Order is necessary for the limited purpose of allowing DTE Electric to safely submit or otherwise make available the Confidential Information under seal for an in-camera inspection by the presiding Administrative Law Judge and the Commission.

18. DTE Electric will provide Staff and any Intervenors with a copy of or access to the Confidential Information after Staff and any Intervenors sign a copy of the Nondisclosure Certificates attached to the proposed Protective Order.

WHEREFORE, DTE Electric Company respectfully requests that the Michigan Public Service Commission grant this Motion and enter the proposed Protective Order that is attached as Exhibit B.

DTE ELECTRIC COMPANY

By: _____
Andrea E. Hayden (P71976)
John A. Janiszewski (P74400)
Attorneys for DTE Electric Company
One Energy Plaza, 1635 WCB
Detroit, MI 48226
313-235-9449

Dated: April 14, 2026

In the matter of the Application of)
DTE ELECTRIC COMPANY)
for Approval of Special Contracts)
and for other relief)

Case No. U-22058

Exhibit A

(Neal Foley's Affidavit)

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
DTE ELECTRIC COMPANY)
for approval of special contracts and)
related relief _____)

Case No. U-22058

AFFIDAVIT OF NEAL T. FOLEY

Neal T. Foley, being first duly sworn, deposes and states:

1. I am employed by DTE Electric Company (“DTE Electric” or the “Company”) as Director of Electric Marketing, with a business address of One Energy Plaza, Detroit, Michigan 48226.

2. In my capacity as Director of Electric Marketing, I was involved in the development and negotiation of the key terms included in the Company’s Primary Supply Agreement (“PSA”) and Clean Capacity Accelerator Agreement (“CCAA”) (collectively, the “Special Contracts”) with Google LLC (the “Customer”).

3. I have been involved in preparing DTE Electric’s Application submitted on March 17, 2026, seeking expedited approval of the Special Contracts before the Michigan Public Service Commission (“MPSC” or the “Commission”). I am familiar with the content of DTE Electric’s Application, testimony, exhibits, workpapers, and supporting documents, as well as the need to protect certain confidential, proprietary, customer-specific, and competitively sensitive information from disclosure. I have personal knowledge of efforts taken by DTE Electric to maintain the secrecy of confidential information.

4. DTE Electric is requesting that certain confidential information included in its Application and supporting testimony, exhibits, and workpapers in this case be exempt from public

disclosure as confidential, proprietary, competitively sensitive and trade secret information, including, but not limited to, personally identifiable information, costs, pricing, certain terms and conditions of the Special Contracts, Customer-specific data, and Critical Energy Infrastructure Information (“CEII”) (collectively the "Confidential Information").

5. The Confidential Information includes, among other things, certain information related to the following:

- A. Commercially sensitive and personally identifiable information of the Customer remain confidential, including but not limited to, load characteristics; operational profiles; facility locations; security requirements; technology configurations; certain commercial terms and conditions included in the Special Contracts that have been identified through redactions; costs; power quality or redundancy specifications; usage forecasts; or any other information that is confidential, proprietary, commercially sensitive, or subject to nondisclosure obligations under contracts between DTE Electric and the Customer.
- B. Non-public financial or credit-related information of the Customer, including but not limited to, financial statements; creditworthiness assessments; credit ratings; credit support arrangements; internal financial analyses; capital structure information; liquidity information; payment history; or any information provided to demonstrate the Customer’s ability to satisfy its financial obligations under the Special Contracts. Disclosure of such information could reasonably be expected to cause financial harm, impair the Customer’s bargaining position, or expose the Customer to competitive, commercial, cybersecurity, or credit-market risk.

6. Confidential Information also includes:

- A. DTE Electric's forecast models data. Disclosure of DTE Electric's future pricing information can be competitively harmful to the Company's customers, as it would allow third parties and competitors to determine the future costs of competitive products and provide insights regarding operational needs of DTE Electric's customers.

- B. Certain information with respect to the distribution and transmission systems and upgrades necessary to achieve the Customer's connection that include specific engineering and design information about proposed or existing critical infrastructure that is deemed CEII pursuant to FERC Rule 18 CFR § 388.113(c). This information is exempt from public disclosure under FERC rules, as it constitutes information about existing infrastructure that relates to the production, generation, transportation, and transmission of energy that could be useful to a person planning an attack on critical infrastructure.

7. The Confidential Information derives independent economic value by virtue of the fact it is not publicly available. Disclosure of the Confidential Information could reasonably be expected to compromise the Customer's commercial interests, data security, or competitive position and should therefore be deemed Protected Material when marked in accordance with the Protective Order. Disclosure of the Confidential Information would also place DTE Electric at a competitive disadvantage because DTE Electric's competitors may use certain information to determine the Company's projected capacity positions and generating unit capabilities. The disclosure of such Confidential Information would adversely affect the Company because it would provide competitors an advantage with respect to the pricing of their energy and capacity in the market.

8. The Confidential Information is not generally known or readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. The Confidential Information is not otherwise publicly available to other parties through normal or proper means. No reasonable amount of independent research could produce this information to other parties.

9. The Confidential Information has been the subject of efforts that are reasonable under the circumstances to maintain secrecy. Access to the Confidential Information has been and will continue to be disclosed only to authorized employees, officers, and representatives of DTE Electric who have a need to know about such information due to their job responsibilities.

Further, Affiant sayeth not.

Neal T. Foley

Subscribed and sworn to before
me this 14th day of April 2026.

Estella R. Branson, Notary Public
Oakland County, Michigan
My Commission Expires: 10-26-2029
Acting in Wayne County

In the matter of the Application of)
DTE ELECTRIC COMPANY)
for Approval of Special Contracts)
and for other relief)

Case No. U-22058

Exhibit B

(Proposed Protective Order)

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY) Case No. U-22058
for Approval of Special Contracts)
and for other relief)

PROTECTIVE ORDER

This Protective Order governs the use and disposition of Protected Material and Limited Access 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 or Limited Access 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 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 or the Michigan Public Service Commission (“MPSC” or the “Commission”), in testimony or exhibits filed 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.
 - b. Exclusions include certain Critical Energy Infrastructure Information (“CEII”), Supervisory Control and Data Acquisition (SCADA) information, technical data subject to U.S. export control laws and regulations, including but not limited to 10 C.F.R. Part 810 *et. seq.*, North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) material and information, and information regarding Cyber Security which shall not be disclosed pursuant to this Protective Order or under any other circumstance. To the extent that CEII is disclosed to a Receiving Party in this proceeding, such disclosure is pursuant to Attachment 2 of this Protective Order and any Commission and FERC requirements. No individual DTE Energy employee’s compensation benefits or other personal information is relevant in this proceeding. No individual DTE Energy employee’s compensation, benefits or other personal information shall be required to be disclosed in this proceeding in the course of a hearing, through discovery, under this Protective Order, or otherwise.
2. Non-public information relating to any customer that is provided in connection with a special contract or special contract application, including but not limited to load characteristics; operational profiles; facility locations; security requirements; technology configurations; commercial terms and conditions; costs; pricing; negotiated rates; power quality or redundancy specifications; usage forecasts; or any other information that is confidential, proprietary, commercially sensitive, or subject to nondisclosure obligations under contracts between the Applicant and the customer. Disclosure of such information could reasonably be expected to compromise the customer’s commercial interests, data security, or competitive position and shall therefore be deemed Protected Material when marked in accordance with this Protective Order. Protected Material further includes any non-public

financial or credit-related information of a customer, including but not limited to: financial statements; creditworthiness assessments; credit ratings; credit support arrangements; internal financial analyses; capital structure information; liquidity information; payment history; or any information provided to demonstrate the customer's ability to satisfy its financial obligations under a special contract. Disclosure of such information could reasonably be expected to cause financial harm, impair the customer's bargaining position, or expose the customer to competitive, commercial, cybersecurity, or credit-market risk.

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).
4. 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.
5. Notwithstanding anything to the contrary in this Protective Order, a competitor of DTE Electric with respect to electric energy, electric capacity, and electric choice shall in no circumstances be entitled to obtain confidential, proprietary, commercially-sensitive or otherwise non-public DTE Electric electric capacity forecasts, forecasted generation unit outage schedules, generation heat rate curves, replacement fuel costs, or related information.

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. “Limited Access Protected Material” refers to certain Protected Material that is highly confidential and sensitive personal identifiable information, trade secrets, proprietary information, or commercial information, including applicable commercial terms and conditions, that will be provided via a read-only file sharing solution that does not permit the Limited Access Protected Material to be downloaded, printed, or shared. Access to the read-only file sharing solution will be restricted to Reviewing Representatives who have executed a Nondisclosure Certificate.

D. The parties agree that this Protective Order is insufficient to protect particularly sensitive commercial information regarding current contract negotiations and contract-re-negotiations and such information shall not be disclosed without agreement of the parties or further proceedings regarding this information including, but not limited to, a determination by the presiding officer whether, and if so to what extent, the material is to be disclosed, and any additional protections that may be necessary on a case by case basis. The parties reserve the right to exhaust any appeals to the Commission and any court or appellate court of competent jurisdiction prior to making any ordered disclosure.

E. “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-22058 under the Commission’s Rules of Practice and Procedure, Mich Admin Code, R 792.10401 et al.

F. “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.

G. “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.G.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.

H. If a Reviewing Representative’s scope of employment includes any of the activities listed under this Paragraph I.H., such Reviewing Representative may not use information contained in any Protected Material, Limited Access Protected Material, and/or CEII obtained in this proceeding for a commercial purpose (e.g., to give a Party or competitor of any Party a commercial advantage):

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.

A Reviewing Representative who meets any of the three criteria above is considered “Competitive Duty Personnel.”

I. "Nondisclosure Certificate" refers to Attachment 1 to this Protective Order.

Except as otherwise provided herein, the Reviewing Party and Reviewing Representatives will be required to sign Nondisclosure Certificates. "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). However, for the purposes of this case, Nondisclosure Certificates will not be required from administrative law judges, members of the Commission and its support staff, Staff (excluding consultants, third-party experts, agents or other similar persons), and Staff counsel, for whom by virtue of their employment are bound by the terms of this Protective Order.

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 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 Paragraphs 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.

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 DTE Electric’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 section I.B. of this Protective Order and comply with the notice provisions in section VI, 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. A party will not disclose Limited Access Protected Material to any person in any fashion including, but not limited to, 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). For purposes of this Protective Order, the term “disclose” and its variants refer to sharing or revealing confidential information to persons in a manner other than as prescribed in this Protective Order. The parties agree that no screenshots or photos of the Limited Access Protected Material will be taken and that the Limited Access Protected Material will not be

duplicated. A party retains the right to seek less restrictions on the use of Limited Access Protected Material in this proceeding.

I. Members of the Commission, Commission staff assigned to assist the Commission with its deliberations, and the presiding hearing officer, and any other administrative law judge (“ALJ”) or ALJ staff member working on this matter, shall have access to all Protected Material that is submitted to the Commission under seal without the need to sign the Nondisclosure Certificate because they are bound by the terms of this Protective Order by virtue of their employment.

J. A Party retains the right to seek further restrictions on the dissemination of Protected Material to persons who have or may subsequently seek to intervene in this MPSC proceeding.

K. 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-22058.” 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-22058." 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-22058" 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.

C. The Protected Material subject to this Protective Order shall be shielded from disclosure to the extent permitted by law. If any person files a Freedom of Information Act (“FOIA”) request with the Commission seeking access to documents subject to this Protective Order, then the Commission’s Executive Secretary shall notify DTE Electric as soon as reasonably practicable and DTE Electric 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 DTE Electric at least five (5) business days prior to the Commission’s contemplated disclosure in response to the request. 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 DTE Electric of the suit.

D. The Disclosing Party will produce Limited Access Protected Material using a read-only file sharing solution that does not permit the Limited Access Protected Material to be downloaded, printed, or shared. No screenshots or photos of the Limited Access Protected Material will be taken, and the Limited Access Protected Material will not be otherwise duplicated. For purposes of this Protective Order, the following procedures apply to Limited Access Protected Material:

1. A Party will not make any written submissions to the Commission that discloses Limited Access Protected Material. A party will not make any oral testimony, examination of witnesses, argument, or comment that discloses Limited Access Protected Material.

V. 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 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. 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.

VI. Retention of Documents

A. Protected Material remains the property of the Disclosing Party and, except as required by applicable law and State retention schedules, only remains available to the Receiving Party until the time expires for petitions for rehearing of a final MPSC order in Case No. U-22058 or until the MPSC has ruled on all petitions for rehearing in this case (if any). However, an attorney for a Receiving Party who has signed a Nondisclosure Certificate and who is representing the Receiving Party in an appeal from an MPSC final order in this case may retain copies of Protected Material 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. 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 destroy the Protected Material and, at the request of the Disclosing Party, certify in writing that it has done so.

B. Limited Access Protected Material remains the property of the Disclosing Party and only remains available to the Receiving Party via the read-only file sharing solution until the time expires for petitions for rehearing of a final MPSC order in Case No. U-22058 or until the MPSC has ruled on all petitions for rehearing in this case (if any). However, an attorney for a Receiving Party who has signed a Nondisclosure Certificate and who is representing the Receiving Party in an appeal from an MPSC final order in this case may retain access to the Limited Access Protected Material via the read-only file sharing solution 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.

C. In the event of an appeal to the Michigan Court of Appeals or other court of competent jurisdiction, to the extent practicable, Limited Access Protected Material shall not be included in the record on appeal and shall be incorporated by reference only pursuant to MCL 24.276, which provides that "Documentary evidence may be received in the form of a copy or excerpt, if the original is not readily available, *or may be incorporated by reference, if the materials so incorporated are available for examination by the parties.*" If any party to an appeal believes that incorporation by reference is not practicable and the Limited Access Protected Material, or any portion or excerpt thereof, must be included in the record on appeal, that party shall provide reasonable notice to all other parties such that any objecting party may pursue available remedies through motion practice. After this notice and

opportunity to object, to the extent that any Limited Access Protected Material becomes part of the record on appeal, that Limited Access Protected Material shall be filed with the appellate court under seal pursuant to MCR 7.210(A) and (G), Court of Appeals Internal Operating Procedure 7.210(A)(4), and MCR 1.109(D)(8).

VII. 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 Paragraph IV that the information is not confidential and may be disclosed in or on the public record.

VIII. Remedies

A. If a Receiving Party violates this Protective Order by improperly disclosing or using Protected Material or Limited Access 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 or improperly accessing the Protected Material or Limited Access Protected Material. A Party or person that violates this Protective Order remains subject to this paragraph regardless of whether the Disclosing Party could have discovered the violation earlier than it was discovered. This paragraph 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 or Limited Access 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.

B. The inadvertent disclosure of Protected Material or Limited Access Protected Material will not be deemed a waiver of the effect of this Protective Order. Any party, person, or entity receiving any such Protected Material or Limited Access Protected Material shall return or destroy it upon request from the Disclosing Party, or from DTE Electric Company, or from the Commission. Upon receiving such a request as to specific Protected Material or Limited Access Protected Material, the receiving party, person, or entity shall return or destroy said material within eight (8) business days, regardless of whether the receiving party, person, or entity agrees with the request. This paragraph applies to all inadvertently-disclosed Protected Material and Limited Access Protected Material regardless of whether it is disclosed in electronic or non-electronic format.

MICHIGAN ADMINISTRATIVE HEARING SYSTEM
For the Michigan Public Service Commission

Administrative Law Judge

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY)
for Approval of Special Contracts)
and for other relief _____)

Case No. U-22058

NONDISCLOSURE CERTIFICATE

By signing this Nondisclosure Certificate, I acknowledge that access to Protected Material and Limited Access Protected Material is provided to me under the terms and restrictions of the Protective Order issued in Case No. U- 22058, 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 the substance of the Protected Material and Limited Access 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, shall be maintained as confidential and shall not be disclosed to anyone other than in accordance with the Protective Order. I further agree that: (1) I will not take any screenshots or photos of the Limited Access Protected Material; and (2) I will not duplicate any Limited Access Protected Material.

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 Approval of Special Contracts)
and for other relief)

Case No. U-22058

**NONDISCLOSURE 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-22058, 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

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Application of)
DTE ELECTRIC COMPANY)
for Approval of Special Contracts)
and for other relief)

Case No. U-22058

PROOF OF SERVICE

ESTELLA R. BRANSON states that on April 14, 2026, she served a copy of the DTE Electric Company's Motion for Protective Order, via electronic mail upon the persons listed on the attached service list.

ESTELLA R. BRANSON

Case No. U-22058
Service List

ADMINISTRATIVE LAW JUDGE

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Administrative Law Judge
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