STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

PURA INVESTIGATION OF EVERSOURCE COMPANIES DATA BREACH OF CUSTOMER INFORMATION	:	**DOCKET NO. 26-04-06**
	:	**OCTOBER 1, 2026**

MOTION FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY AND YANKEE GAS SERVICES COMPANY D/B/A EVERSOURCE ENERGY

The Connecticut Light and Power Company d/b/a Eversource Energy and Yankee Gas Services Company d/b/a Eversource Energy ("Eversource" or the "Company") submit this motion to the Public Utilities Regulatory Authority ("PURA") to request that PURA grant protective treatment as described in this motion to ensure that confidential information provided by the Company is not subject to public disclosure, pursuant to the Protective Order PURA granted on August 7, 2026. As outlined below, OCC-088, Attachment 1 CONFIDENTIAL, filed on October 1, 2026 in response to the Office of Consumer Counsel's Fifth Set of Interrogatories ("OCC Set 5"), contains: (1) information PURA has already ruled to be protected; (2) third-party pricing information and contract terms; and (3) Eversource employee names and contact information ("Confidential Information").

In support of this motion, the Company states as follows:

1. The confidential information addressed in this motion includes information provided by the Company in the following attachment to OCC-088 in OCC Set 5:

Interrogatory Number	Attachment Name	Redacted Filing Date	Confidential Filing Date
OCC-088	Attachment 1 CONFIDENTIAL	October 1, 2026	October 1, 2026

2. Overall, the Confidential Information is exempted from public disclosure pursuant to Connecticut's Freedom of Information Act ("FOIA") in Conn. Gen. Stat. §§ 1-210(b)(5)(A), (b)(5)(B), (b)(19), and (b)(20).

3. As the chart listed above outlines, the Company is specifically requesting protective treatment for Confidential Information filed in response to OCC-088. Each category of Confidential Information in OCC-088, Attachment 1 CONFIDENTIAL is described below, supported by the relevant FOIA exceptions as well as PURA precedent.

Vendor's Name: Previously Protected Information

4. Page 1 of 5 of OCC-088, Attachment 1 CONFIDENTIAL contains the name of one of the Company's vendors hired to assist the Company's response to the cyber incident, which information PURA has provided protective treatment to in this docket pursuant to Section 1-210(b)(20). See PURA Ruling on Motion No. 2, dated Aug. 7, 2026, at 3 (protecting OCC-002, Attachment 3 CONFIDENTIAL). Section 1-210(b)(20) exempts from public disclosure "[r]ecords of standards, procedures, processes, software and codes, not otherwise available to the public, the disclosure of which would compromise the security or integrity of an information technology system."

5. The vendor's name on Page 1 of 5 of OCC-088, Attachment 1 CONFIDENTIAL must also be kept confidential pursuant to Section 1-210(b)(19). Section 1-210(b)(19) exempts from public disclosure "[r]ecords when there are reasonable grounds to believe disclosure may result in a safety risk, including the risk of harm to any person, any government-owned or leased institution or facility or any fixture or appurtenance and equipment attached to, or contained in, such institution or facility[.]" Section 1-210(b)(19) defines "government-owned or leased

institution or facility" as including a "facility owned or leased by a public service company, as defined in section 16-1[.]"

6. The vendor's name on Page 1 of 5 of OCC-088, Attachment 1 CONFIDENTIAL must be kept confidential pursuant to Section 1-210(b)(19) because it would provide a material advantage to attackers to learn certain vendors the Company hired to respond to the cyber incident. Specifically, publicly disclosing certain highly specialized vendors such as the vendor in OCC-088, Attachment 1 CONFIDENIAL would provide information to the specific attacker about how the Company responded to the attack or would respond to subsequent attacks.

7. Based on the threat-intelligence experience of the Company's cybersecurity expert consultant and the specific attacker's profile in this incident, there is a ***material risk*** that the attacker monitors public regulatory filings and publicly accessible information related to the incident. Publicly disclosing the name of certain vendors, such as the vendor in OCC-088, Attachment 1 CONFIDENITAL, may jeopardize ongoing suppression efforts by introducing new public information that the attacker could react to. This would result in a safety risk to (1) "persons" under Section 1-210(b)(19), and (2) a "government-owned or leased institution or facility" under Section 1-210(b)(19).

8. There are reasonable grounds to believe that disclosing the name of the Company's vendor in OCC-088, Attachment 1 CONFIDENTIAL may result in a safety risk to "persons" because placing this information into the public domain may result in the attacker perpetrating subsequent cyberattacks on the Company or leaking stolen data on dark web leak sites. The heightened risk of further phishing, vishing, and other methods of cyberattacks creates a safety risk to "persons" under FOIA—both the Company's employees who would be the targets of

phishing and vishing attacks *and* the Company's customers given the heightened risk of data being leaked from the April 2026 cyber incident.

9. The Connecticut Light and Power Company and Yankee Gas Services Company are "public service companies" whose "institutions and facilities" fall within the purview of Section 1-210(b)(19). Accordingly, there are reasonable grounds to believe that disclosing the name of the Company's vendor in OCC-088, Attachment 1 CONFIDENTIAL would create a safety risk to the Company's "institutions and facilities" by increasing the risk that the attacker would attempt to infiltrate the Company's "institutions and facilities" through cyberattacks, which attempted cyberattacks may cause the Company to shut down certain internal systems for containment purposes.

10. OCC-088, Attachment 1 CONFIDENTIAL is a "record" under FOIA which may be protected under Section 1-210(b)(19). "Public records or files" are defined under FOIA as:

> [A]ny recorded data or information relating to the conduct of the public's business prepared, owned, used, ***received or retained by a public agency***, or to which a public agency is entitled to receive a copy by law or contract under section 1-218, whether such data or information be handwritten, typed, tape-recorded, videotaped, printed, photostated, photographed or recorded by any other method.

Conn. Gen. Stat. § 1-200(5)(emphasis added). Records do not have to be created by a public agency to relate to the conduct of the public's business. Town of Avon v. Sastre, 224 Conn.App. 155, 170 (2024) (internal citation omitted). Thus, documents that come into the possession of a public agency may be public records under FOIA, such as OCC-088, Attachment 1 CONFIDENTIAL. Id. at 170-71.

11. In addition, PURA is permitted to protect from public disclosure "[c]ommercial and financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B).

Third-party Pricing Information and Contract Terms

12. OCC-088, Attachment 1 CONFIDENTIAL at pages 2 through 4 contains confidential vendor pricing and contract terms which must be protected pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A) and (b)(5)(B).

13. The pricing and negotiated terms from third parties and consultants are confidential and proprietary, and public disclosure of this data would adversely impact the third parties and consultants in their pending and future negotiations to perform like services for other companies. The information on fees and rates contained in OCC-088, Attachment 1 CONFIDENTIAL includes proprietary, competitive, and commercially sensitive information that is non-public information. Public disclosure of this information would cause substantial harm to the Company and its vendor. Negotiated contract terms, pricing, and unit cost terms obtained by the Company from vendors are provided with an expectation of privacy and must be protected from public disclosure to ensure competitive market pricing.

14. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), the Confidential Information provided in OCC-088, Attachment 1 CONFIDENTIAL qualifies as "trade secrets" for purposes of FOIA. Trade secrets include "formulas, patterns, compilations, programs, devices, methods, techniques, processes…cost data…that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Conn. Gen. Stat. § 1-210(b)(5)(A). Moreover, PURA is permitted to protect from public disclosure "[c]ommercial and financial information given in confidence, not required by statute." Conn. Gen. Stat. § 1-210(b)(5)(B).

15. PURA has previously approved requests to protect similar negotiated pricing and contract information as confidential. See, e.g., Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend its Rate Schedules (Dec. 18, 2024 Ruling on Motion No. 5) (protecting as confidential negotiated third-party vendor pricing and agreements).

Employee Names and Contact Information

16. OCC-088, Attachment 1 CONFIDENTIAL at page 5 of 5 contains Eversource employee names, an employee phone number, and a Company email address. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(B), the Company moves to protect this information due to the increased volume of attempted phishing attacks that utilities have been facing. Maintaining the confidentiality of Eversource employee names, Eversource employee phone numbers, and Company email addresses reduces the risk that cyber criminals can learn this information publicly and attempt to use it in cyber scams targeting utility employees to gain access to utility systems.

17. PURA has previously protected employee contact information from public disclosure. In Docket No. 24-01-03, PURA Annual Review of the Rate Adjustment Mechanisms of The Connecticut Light and Power Company, PURA approved The Connecticut Light and Power Company d/b/a Eversource Energy's ("CL&P") motion for reconsideration to protect Eversource employee names and contact information ("Docket No. 24-01-03 Motion No. 28 Ruling"). CL&P articulated the increased security risks triggered by making employee contact information publicly available. See Docket No. 24-01-03 Motion No. 28 Ruling, at 2. PURA found that the Eversource email addresses, phone numbers, and non-public addresses of certain Eversource employees were exempt from public disclosure as information that "constitutes commercial or financial information given in confidence and not required by statute." Id.; Conn. Gen. Stat. § 1-

210(b)(5)(B); see also Docket No. 26-01-03, PURA Annual Review of the Rate Adjustment Mechanisms of The Connecticut Light and Power Company, June 2, 2026 Ruling on Motion No. 014 (protecting Eversource employee names, Eversource employee phone numbers, and Eversource employee email addresses).

18. The Company's redactions in OCC-088, Attachment 1 REDACTED at page 5 of 5 are all narrowly tailored to just redact employee names and Company contact information, pursuant to PURA precedent.

Request for Relief

19. Overall, as outlined above, the Confidential Information is exempt from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), (b)(5)(B), (b)(19), and (b)(20) as well as PURA precedent.

20. The attached affidavit of Christopher Leigh, Senior Vice President and Chief Information Technology Officer for Eversource Energy Service Company, addresses the need for protective treatment of the Confidential Information.

21. Neither federal nor Connecticut statutes require the Company to submit this information publicly.

22. In this case, the necessity of withholding public disclosure of this information outweighs the public interest in such disclosure.

23. For the above reasons, the Company respectfully requests that PURA grant this Motion for Protective Treatment.

Respectfully submitted,

THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY

YANKEE GAS SERVICES COMPANY D/B/A EVERSOURCE ENERGY

By its attorney,

Lauren H. Bidra
Lauren H. Bidra
Senior Counsel
107 Selden Street
Berlin, CT 06037
(860) 665-5497
Lauren.Bidra@eversource.com

CERTIFICATION

This is to certify that on this day, October 1, 2026, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies of the foregoing document were served upon each person designated on PURA's official Service List in this proceeding in accordance with R.C.S.A. § 16-1-15.

By: */s/ Lauren H. Bidra*
Lauren H. Bidra
Commissioner of the Superior Court

STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

DOCKET NO. 26-04-06

PURA INVESTIGATION OF EVERSOURCE COMPANIES DATA BREACH OF CUSTOMER INFORMATION

AFFIDAVIT OF

CHRISTOPHER LEIGH

I am over the age of eighteen and understand the obligations of making statements under oath. The following statements are true to the best of my knowledge and belief.

1. I am Christopher Leigh and I am the Senior Vice President and Chief Information Technology Officer for Eversource Energy Service Company. I am submitting this affidavit in support of The Connecticut Light and Power Company d/b/a Eversource Energy and Yankee Gas Service Company d/b/a Eversource Energy ("Eversource" or the "Company").
2. Specifically, I submit this affidavit in support of a Motion for Protective Treatment as it relates to the Confidential Information filed in OCC-088, Attachment 1 CONFIDENTIAL on October 1, 2026 in response to the Office of Consumer Counsel's Fifth Set of Interrogatories. The confidential attachment was filed in accordance with PURA requirements and an email was sent to the Executive Secretary, Jeffrey Gaudiosi.
3. The Confidential Information contains: (1) a vendor's name which PURA previously provided protective treatment to in OCC-002, Attachment 3 CONFIDENTIAL, the disclosure of which may result in a safety or security risk.; (2) third-party pricing

information and contract terms with the Company's vendor; and (3) Eversource employee names and Company contact information.

4. To the best of my knowledge, reasonable efforts have been used to keep and maintain this information as confidential, and to the best of my knowledge, this information has not been disclosed or released to the public.

5. I have been advised by the Company's legal counsel that neither federal nor Connecticut statutes require the confidential portion of this information to be filed in the public record.

/s/ Christopher Leigh
Christopher Leigh

Subscribed and sworn before me this 1st day of October 2026.

/s/ Lauren H. Bidra
Lauren H. Bidra
Commissioner of the Superior Court
Connecticut Juris No. 429190
*Virtual acknowledgement