STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY TO AMEND ITS RATE SCHEDULES	:	**DOCKET NO. 26-05-10**
		JULY 15, 2026

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

The Connecticut Light and Power Company d/b/a Eversource Energy (the "Company" or "CL&P") submits 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 CL&P in the above-referenced proceeding is not subject to public disclosure, pursuant to the Protective Order included as Attachment A to this motion. As outlined below, certain exhibits being provided by the Company on July 14, 2026, in support of its rate case application, contain confidential, proprietary, and/or competitive information related to proprietary and confidential models, vendor pricing, internal procurement processes, negotiated contracts with third parties, individual employee and contractor contact information, tax and banking information, customer information, and critical energy infrastructure information ("CEII"), which the Company does not disclose publicly (the "Confidential Information"). In addition, one exhibit also includes confidential and attorney-client privileged information relating to detailed descriptions of legal services rendered by the Company's outside counsel and litigation support experts (the "Confidential and Privileged Information").

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

The confidential information addressed in this motion includes certain information to be provided in the following exhibits to the Company's initial filing:

Initial Filing Exhibit	Content	Date Redacted Version Filed	Date Confidential Version Submitted
CLP-PBR-2(A) CLP-PBR-3(A) CLP-PBR-3(B)	Working Models for Proprietary Total Factor Productivity, Unit Cost Benchmarking, and Econometric Cost Benchmarking	N/A – requested to be protected in their entirety	July 14, 2026
CLP-ACOS-2 CLP-MCOS-2	Working Models for Proprietary ACOS and MCOS	N/A – requested to be protected in their entirety	July 14, 2026
CLP-REVREQ-4(A-1) thru (A-61)	Third Party Make Ready Pole Work Invoices	Anticipated August 31, 2026	July 14, 2026
CLP-REVREQ-6(A)	Allconnect Expenses Invoices	July 14, 2026	July 14, 2026
CLP-REVREQ-8(A)	Fee Free Cost Invoices	July 14, 2026	July 14, 2026
CLP-REVREQ-10(A)	Legal Service Funding Invoices	July 14, 2026	July 14, 2026
CLP-REVREQ-11(A)	Connecticut Management Audit Fees Invoices	July 14, 2026	July 14, 2026
CLP-ENV-3(A-1) thru (A-19)	Environmental Remediation Invoices	Anticipated August 14, 2026	July 14, 2026
CLP-STORM-ACCT-2 (CLP-01) thru (CLP-14)	Storm Invoices and Cost Documentation by Storm Event	July 14, 2026	July 14, 2026
CLP-STORM-ACCT-2 (CLP-01-A) thru (CLP-14-A)	Storm Invoices and Cost Documentation by Storm Event	Anticipated September 15, 2026	July 14, 2026
CLP-ADDITIONS-6	Capital Project Documentation	Anticipated October 1, 2026	July 14, 2026
CLP-ADDITONS-11	Capital Documentation Guide	July 14, 2026	July 14, 2026

Together, these documents are referred to herein as the "Confidential Exhibits."

Confidential Information – Consultant Models

1. Exhibits CLP-PBR-2(A), CLP-PBR-3(A), and CLP-PBR-3(B) are LEI's workpapers containing the datasets and analytics to develop the Industry Total Factor Productivity, Unit Cost Benchmarking, and Econometric Cost Benchmarking models for U.S. electric distribution companies. Ms. Frayer has informed CL&P that the datasets and formulae used to create these models are highly proprietary and confidential. The models were created utilizing LEI's proprietary knowledge and are protected as LEI's intellectual property. Furthermore, certain data incorporated within the models were acquired from a third-party commercial database that is subscription-based and remains a confidential asset of LEI. LEI has invested time and resources in developing these datasets and formulae, and therefore the datasets and formulae have substantial commercial value to them in providing consulting services. It is these proprietary datasets and formulae that LEI uses to perform studies and offer expert advice to clients on a variety of regulatory, market, and performance-based ratemaking matters. The commercial value of these datasets and formulae would be substantially reduced if they were made publicly available to other consultants who compete with LEI to provide consulting services. For this reason, LEI does not disclose the datasets and formulae publicly and requires that CL&P provide these models and all data contained therein as confidential-only exhibits. Accordingly, LEI and CL&P treat the models as confidential business information and have protected them from public disclosure.

2. Exhibits CLP-ACOS-2 and CLP-ACOS-2 are Ms. Amparo Nieto's working models in Excel format identified as the Allocated Cost of Service Study ("ACOS") and the Marginal Cost of Service Study ("MCOS"). These models were created, developed, and are maintained by Ms. Nieto. The models were created utilizing her proprietary knowledge and are protected as her intellectual property. Ms. Nieto informed CL&P that her know-how to perform the studies is

highly proprietary and confidential and that her models have substantial commercial value and are proprietary to their consulting services. The commercial value of these models would be substantially reduced if they were made publicly available to any parties including other consultants who compete with her to provide similar consulting services. For this reason, Ms. Nieto does not disclose the models publicly and she requires that CL&P provide the Excel models as confidential-only exhibits. Ms. Nieto informed CL&P that she previously had the same models containing her proprietary formulas protected as confidential in other jurisdictions, including in New Hampshire, New York, and Illinois.

3. PURA has previously protected from public disclosure the proprietary and confidential models and formulae developed by third party consultants. See, e.g., Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, (December 18, 2024 Ruling to Motion No. 5) (protecting LEI's similar models filed in CL&P's affiliate's recent rate case); Docket No. 23-08-32, Application of the Connecticut Water Company to Amend Its Rate Schedule (November 16, 2023 Ruling on Motion No. 11) (protecting as confidential cost of service study model and formulae provided by third party consultant); Docket No. 22-08-08, Application of The United Illuminating Company to Amend its Rate Schedules (Oct. 18, 2022 Ruling on Motion No. 18) (protecting as confidential cost of service study model and formulae provided by third party consultant); Docket No. 22-07-01, Application of Aquarion Water Company of Connecticut to Amend its Rate Schedules (Sept. 9, 2022 Ruling on Motion No. 7) (protecting as confidential cost of service study model and formulae provided by third party consultant); Docket No. 18-08-14RE01, PURA Review of the Combined Heat and Power Project Solicitation Pursuant to Conn. Gen. Stat. § 16-258e (September 20, 2022 Ruling to Motion No. 2) (protecting the excel spreadsheets containing model formula and inputs developed

by a third party consultant) (see also August 10, 2022 Ruling to Motion No. 29 in the originating docket, Docket No. 18-08-14); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (Sept. 19, 2014, Ruling on Motion No. 43) (protecting third-party consulting firm's confidential and proprietary database of industry statistics developed and maintained by the consulting firm).

Confidential Information – Invoice and Cost Documentation

4. Exhibits CLP-REVREQ-4(A-1) thru (A-61), CLP-REVREQ-6(A), CLP-REVREQ-8(A), CLP-REVREQ-10(A) CLP-REVREQ-11(A), CLP-ENV-3(A-1) thru (A-19)[1], CLP-STORM-ACCT-2 (CLP-01) thru (CLP-14), and CLP-STORM-ACCT-2 (CLP-01-A) thru (CLP-14-A) present invoices and cost documentation related to deferred costs for Third Party Make Ready Pole Work, Allconnect, Fee Free program, Legal Service Funding program, the Connecticut Management Audit, and Storms-related costs. The information on terms, fees, rates, negotiated agreements, and unit quantities and price terms set forth in these various agreements and invoices include proprietary, competitive, and commercially sensitive information that is non-public information, including hourly rate information for third party contractors and consultants, hours billed on specific tasks, vendor's bids for services, unit cost information, and bid quantity information that is competitive to the vendor. Public disclosure of this information would cause substantial harm to the Company and its vendors. 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. Additionally, the

[1] These environmental remediation exhibits are more expansive than mere invoices, as they include copies of negotiated agreements between the Company and third-party vendors, invoices, confidential contract terms, fee and rate information, commercial terms agreed to by the third-party vendors for environmental remediation work for the Company. Further, CLP-ENV-3(A-3) and (A-14) contain attorney-client privileged information that is redacted from confidential versions.

Confidential Information in these exhibits includes confidential bank account numbers and tax identification numbers of the Company's vendors, which are not disclosed publicly and if disclosed could subject the Company, its vendors, and banking partners to potential fraud and abuse. Lastly, the Confidential Information in these exhibits includes employee names, employee signatures, and employee contact information, the disclosure of which could cause increased security risks due to an exponential increase in online fraud. The Company attempts to prevent public disclosure of this information due to security and financial risks in having this information publicly known, especially as may be related to computer security, phishing, social engineering, and other targeted scams and malfeasance involving fraudulent activities and communications.

5. PURA has previously granted protective treatment to maintain negotiated vendor pricing and commercially sensitive contract information as confidential. See Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, (December 18, 2024 Ruling to Motion No. 5) (protecting as confidential similar vendor invoices, pricing information, including specifically protecting the same audit invoices as provided in Connecticut Management Audit Fees Invoices); Docket No. 22-08-08, Application of The United Illuminating Company to Amend its Rate Schedules (Jan. 12, 2023 Ruling on Motion No. 48) (protecting as confidential a Company's internal evaluations of vendor responses to RFPs); Docket No. 14-07-19RE07, PURA Investigation into Redesign of the Residential Electric Billing Format – Cost Allocation Among Suppliers for System Redesign and Associated Costs (July 21, 2022 Ruling on Motion No. 3) (protecting third-party vendors' pricing data as commercially sensitive, confidential, and proprietary); Docket No. 20-08-03, Investigation into Electric Distribution Companies' Preparation for and Response to Tropical Storm Isaias (Dec. 10, 2020 Ruling on Motion No. 43) (protecting as confidential unaudited vendor invoices and pricing

information); Docket No. 16-06-04, Application of the United Illuminating Company to Increase Rates and Charges (Aug. 8, 2016 Ruling on Motion No. 10) (approving motion for protective order for rate case expense); (Aug. 8, 2016 Order on Motion No. 8) (allowing confidential status for third-party vendor pricing information); (Aug. 25, 2016 Order on Motion No. 17) (protecting as confidential pricing and contract with meter reading vendor); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (July 25, 2014 Ruling on Motion No. 27) (vendor contracts for rate case expense); Docket No. 13-03-23, Petition of The Connecticut Light and Power Company for Approval to Recover its 2011 – 2012 Major Storm Costs (Apr. 10, 2013 Ruling on Motion No. 1) (third-party vendor pricing information); Docket No. 09-12-05, Application of Connecticut Light and Power Company To Amend Its Rate Schedules (Mar. 22, 2010 Ruling on Motion No. 34) (protecting confidential vendor pricing information).

6. Additionally, PURA has previously protected confidential banking and tax information such as that contained in the Confidential Information. See Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, (December 18, 2024 Ruling to Motion No. 5) (protecting as confidential similar vendor invoices with tax information and banking information); Docket No. 18-03-38, PURA Investigation Into the Re-Financing Arrangements of Frontier Communications (June 25, 2019 Ruling on Motion No. 3) (approving protective treatment for non-public financial information); Docket No. 17-06-30, Joint Application of Eversource Energy and Macquarie Utilities Inc. for Approval of a Change of Control (Aug. 24, 2017 Ruling on Motion No. 6) (approving on reconsideration protective treatment for information relating to strategic business information); Docket No. 16-06-04, Application of the United Illuminating Company to Increase Rates and

Charges (Aug. 8, 2016 Ruling on Motion No. 10) (approving motion for protective order for rate case expense); Docket No. 14-05-06, Application of The Connecticut Light and Power Company to Amend Rate Schedules (July 25, 2014 Ruling on Motion No. 27) (vendor contracts for rate case expense); Docket No. 14-01-46, Joint Application of Frontier Communications Corporation and AT&T Inc. for Approval of a Change of Control (Feb. 21, 2014 Ruling on Motion No. 1) (protecting sensitive and proprietary financial information).

7. Lastly, PURA has previously protected employee names, employee signatures, and employee contact information as confidential, as well as vendor contact information. 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 for protection to 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. See id.; Conn. Gen. Stat. § 1-210(b)(5)(B). PURA has also previously protected employee contact information from public disclosure in other instances. See, e.g., Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, (May 16, 2025 Ruling to Motion No. 72) (protecting as confidential employee and vendor contact information); Docket No. 24-03-01, Annual Review of the System Expansion Reconciliation Mechanisms (July 22, 2024 Ruling to Motion No. 4) (protecting employee contact information); Docket No. 21-08-24, Petition of

William Tong, Attorney General for the State of Connecticut, and the Office of Consumer Counsel for an Investigation into Eversource Energy Regarding Gas Expansion Marketing (October 25, 2021 Ruling to Motion No. 7) (protecting employee names, addresses, and telephone numbers).

Confidential Information – Capital Additions Documentation

8. Exhibits CLP-ADDITIONS-6 provides specific customer identifying information. The Company does not disclose customer information, including customer names, account numbers, or financial information of customers, to the public. Public disclosure of the Company's customer information would harm its customers' privacy interests. Further, a PURA regulation prohibits gas companies from disclosing "customer lists or other specific customer information" without the prior informed consent of the customer. Conn. Agencies Regs. § 16-47a-3.

9. PURA has previously protected from public disclosure account-specific information of utility customers, including the customer specific information included on customer bills and in call recordings between customers and the Company. See, e.g., Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend their Rate Schedules (Dec. 6, 2023 Ruling on Motion No. 23) (protecting from public disclosure customer call recordings); Docket No. 22-08-08, Application of The United Illuminating Company to Amend its Rate Schedules (Oct. 6, 2022 Ruling on Motion No. 8) (protecting as confidential customer account specific information); Docket No. 20-08-03, PURA Investigation into Electric Distribution Companies' Preparation and Response to Tropical Strom Isaias (Dec. 7, 2020 Ruling on Motion No. 32) (protecting as confidential customer-specific information), (Dec. 8, 2020 Ruling on Motion No. 36) (protecting as confidential customer-specific information); Docket No. 17-05-42, Application of The Southern Connecticut Gas Company to Increase its Rates and Charges (Aug. 23, 2017 Ruling on Motion No. 9) (protecting

as confidential customer and confidential contact information); Docket No. 11-02-01, Semi-Annual Reconciliation of The Connecticut Light and Power Company's and The United Illuminating Company's Federally Mandated Congestion Costs and Generation Services Charge, April 11, 2011 DPUC Letter Order Approving Motion No. 6 (protecting from public disclosure customer names, account numbers, usage data and billing detail in Q-EL-12).

10. Exhibits CLP-ADDITIONS-6 and CLP-ADDITONS-11 contain names and contact information for individual Eversource and contractor employees. The Company attempts to prevent public disclosure of this information due to security and financial risks in having this contact information publicly known, especially as may be related to computer security, phishing, social engineering, and other targeted scams and malfeasance involving fraudulent activities and communications.

11. PURA has previously protected employee names, employee signatures, and employee contact information as confidential, as well as vendor contact information, as discussed in paragraph 7, above.

12. Exhibit CLP-ADDITIONS-6 also contains specific condition assessments and siting of the Company's electric distribution system and other facilities. The information provided in these exhibits includes photographs, diagrams, surveys, and other information evaluating the condition and risks present at these locations. If disclosed, this information would create a system security risk and provide bad actors with detailed information relating to the Company's infrastructure and jeopardize operation of the Company's system.

13. The Company's Exhibit CLP-ADDITIONS-6 therefore includes critical energy infrastructure information ("CEII") that is "specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates details about the

production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person in planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act; and (iv) does not simply give the general location of the critical infrastructure." 18 C.F.R. § 388.113.

14. The Confidential Information included in Exhibit CLP-ADDITIONS-6 is exempt from disclosure pursuant to Federal Energy Regulatory Commission ("FERC") procedure, which requires specific procedures for the handling of CEII. FERC procedure requires that any sharing of CEII is for a legitimate purpose and done in such a manner to ensure that CEII is not placed in the public domain. See 18 C.F.R. § 388.113. Public disclosure of CEII would be contrary to standards established by FERC that are aimed at protecting the security, public health and safety, and economic security of the United States. The Company also asks that recipients of such CEII be required to abide by existing best practices for maintaining the security of CEII.[2]

15. PURA has granted similar requests to maintain information such as the CEII contained in Exhibit CLP-ADDITIONS-6 as confidential. See Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend Its Rate Schedules, (December 18, 2024 Ruling to Motion No. 5) (protecting as confidential Yankee's CEII); Docket No. 16-06-04, Application of The United Illuminating Company to Increase Rates and Charges (August 9, 2016 Order on Motion No. 10) (protecting as confidential critical energy infrastructure information); Docket No. 13-01-19, Application of The United Illuminating Company to Increase

[2] For example, (i) recipients of CEII may only discuss CEII with another recipient of the identical CEII, (ii) recipients of CEII may use CEII as foundation advice provided to others but may not disclose CEII to another individual unless that individual is an approved CEII recipient of the same CEII, (iii) recipients of CEII will not use it for an illegal or non-legitimate purpose, and (iv) the CEII is to be maintained in a secure place with access limited to CEII recipient of the identical material.

Rates and Charges (Apr. 16, 2013 Order on Motion No. 9; Apr. 30, 2013 Order on Motion No. 13) (protecting as confidential critical energy infrastructure information).

Confidential and Privileged Information

16. Exhibit CLP-ENV-3(A-3) and (A-14) provides invoices related to environmental legal work, and includes detailed descriptions of legal services rendered, hourly rate information for specific attorneys, and hours billed on specific tasks, all of which constitutes confidential information that should be protected from public disclosure. This Exhibit CLP-ENV-3, (A-3) and (A-14), includes redactions in the descriptions of legal services, which are necessary to protect information subject to the attorney-client privilege. It is well settled that FOIA explicitly exempts from disclosure (on a confidential basis or otherwise) records or communications protected by the attorney-client privilege. See Conn. Gen. Stat. 1-210(b)(10). It is also well settled that PURA recognizes common law attorney-client privilege and the work-product doctrine. See, e.g., Docket No. 17-06-30, Joint Application of Eversource Energy and Macquarie Utilities Inc. for Approval of a Change of Control (Aug. 24, 2017 Order on Motion No. 6) (approving non-disclosure of communications between attorney and client protected by privilege); Docket No. 15-03-45, Joint Application of Iberdrola, S.A., et al, and UIL Holdings Corporation for Approval of a Change of Control (May 27, 2015 Order Approving Motion No. 25) (approving non-disclosure of attorney-client privileged information prepared in anticipation of change of control); Docket No. 09-12-05, Application of the Connecticut Light and Power Company to Amend Rates (March 22, 2010 Order Approving Motion No. 34) (approving non-disclosure of information in legal invoices subject to the attorney-client privilege).

17. Information is subject to the attorney-client privilege when there is a communication to a client involving a lawyer's legal advice, opinions, or assistance in a legal

matter with the expectation that the matters discussed would not be disclosed to others. See Upjohn Co. v. U.S., 449 U.S. 383, 389 (1981). As a result, any communications about legal matters between a client and its attorney are privileged. The attorney-client privilege exists to encourage full and frank communication between attorneys and their clients and thereby promote broader public interests in the observance of law and administration of justice. Id. Thus, information that is subject to the attorney-client privilege is protected from disclosure to third parties, on a confidential basis or otherwise, including to PURA, because such disclosure would result in a waiver of the privilege. See, e.g., State v. Turner, 252 Conn. 714, 733, 751 A.2d 372 (2000) (citation omitted) ("disclosure of the content of a privileged attorney communication constitutes waiver of the privilege").

18. As a result, Exhibit CLP-ENV-3(A-3) and (A-14) contains redactions to the detailed descriptions of legal services that are subject to the attorney-client privilege for the following reasons: (1) the Company is asserting the privilege; (2) the communications were made by attorneys representing the Company; (3) the communications were made by the attorneys with the intention of describing legal advice and work relating to the subject proceeding and other legal work performed for the Company; and (4) the communications were made exclusively to the Company, with an expectation that such communications would not be disclosed to others. The redactions concern that nature of legal work that would reveal legal advice and strategy, opinions or assistance in the underlying legal matter, and the specific nature of the service performed, which were provided with the expectation that the matters discussed would not be disclosed to others. The Company has not disclosed the redacted privileged material to third parties and should not be compelled to produce such information to any party to this proceeding. Accordingly, the

information redacted from these attachments is subject to the attorney-client privilege and is not subject to discovery or disclosure under Connecticut law.

19. Notably, the Company does not claim that the legal bills in their entirety are subject to the attorney-client privilege, but only the limited portions of the detailed descriptions of legal services and communications contained in the bills. This position is consistent with and supported by Connecticut case law. See Pryor v. Pryor, 49 Conn. L. Rptr. 274 (Jan. 22, 2010). Connecticut courts have held that detailed description of legal services are exempt from disclosure under the attorney-client privilege. Id. In Pryor, the Court stated that in Connecticut, as in other jurisdictions, attorney billing statements are protected by the attorney-client privilege "to the extent that they reveal litigation strategy and/or the nature of service performed." Pryor, 49 Conn. L. Rptr. 274 at *3 (emphasis added). The Court in Pryor further explained and provided an example of the applicability of attorney-client privilege as to legal invoices:

> . . . both privileged and non-privileged material may exist side-by-side in many of the [billing statements] at issue here. For example, a typical time sheet may contain several different pieces of information, such as the attorney's name, the client's name, the general matter being worked on if the attorney has represented the client on more than one matter, the date and time the services were provided, **as well as a description of the actual legal services performed. In this example, only the last item of information would generally be protected under the attorney-client privilege and should be redacted before production.**

(Pryor, 49 Conn. L. Rptr. 274 at *3 (citing Bruno v. Bruno, Superior Court, J. D. of Danbury, Docket No. CV 05 40049006 (Jul. 10, 2009, Axelrod, J)) (emphasis added). Essentially, the Pryor case explicitly acknowledges that descriptions of legal services contained in legal invoices are, in fact, subject to the attorney-client privilege in Connecticut. Id.

20. In summary, the Company has redacted from Exhibit CLP-ENV-3(A-3) and (A-14) the descriptions of legal services, communications, and work product rendered to the Company, consistent with Connecticut law. This is the exact type of information that is appropriate to be

redacted before production, as noted in the example provided by the Court in Pryor. Exhibit CLP-ENV-3(A-3) and (A-14) provides all of the information necessary to verify the legal bills without waiving the Company's attorney-client privilege, and therefore achieves a reasonable application of the FOIA exemptions. As noted above, the legal bills that are contained in Exhibit CLP-ENV-3(A-3) and (A-14) provide in unredacted form, on a confidential basis, the (a) case subject, (b) dates of service, (c) hours, (d) hourly rates, (e) billing amount, and (f) total invoice amounts. The descriptions of legal services that were redacted from the legal bills in this case have been explicitly held as privileged by Connecticut courts and therefore should not be subject to disclosure. See Pryor, 49 Conn. L. Rptr. 274 at *3.

Use of Artificial Intelligence ("AI")

21. The attached Protective Order provided herewith as Attachment A has been updated to contain the Company's proposal governing the relationship between Confidential Information and AI models. The Company generally recommends following the approach already endorsed by the State of Connecticut, in its Artificial Intelligence ("AI") Policy, Policy AI-01 AI Responsible Use Framework, as explained in the attached Protective Order, with notification to the Company in certain circumstances.

Request for Relief

22. Overall, the Confidential Exhibits are excepted from public disclosure pursuant to Conn. Gen. Stat. §1-210(a) or exempt from disclosure under Conn. Gen. Stat. §1-210(b). Information protected by federal and state laws and regulations such as CEII and customer information is excepted from FOIA pursuant to Conn. Gen. Stat. §1-210(a). Section 1-210(b)(2) exempts files "the disclosure of which would constitute an invasion of personal privacy." Section

1-210(b)(5)(A) exempts "trade secrets" from disclosure by any public agency, and §1-210(b)(5)(B) exempts from disclosure "[c]ommercial or financial information given in confidence, not required by statute." The Confidential Information provided in as part of the Company's initial filings in this matter includes vendor pricing information, and negotiated contractual agreements containing commercially sensitive, and competitive financial information that qualifies as both a "trade secret" and "commercial or financial information given in confidence" that is not required to be produced by statute. Information that qualifies as attorney-client communications and tax information is exempt from public disclosure under Conn. Gen. Stat. § 1-210(b)(10). Information where disclosure may result in a safety risk or a security risk to information technology systems are exempt from public disclosure under Conn. Gen. Stat. §§ 1-210(b)(19) and (20), respectively.

23. Further, PURA's July 10, 2026 Procedural Order Regarding Protected Materials indicates that the type of information the Company seeks protection for is generally subject to protected treatment.

24. CL&P has good cause to request that the Confidential Exhibits be afforded protective treatment by PURA and remain protected from public disclosure. CL&P maintains proprietary and confidential models, vendor pricing, internal procurement processes, negotiated contracts with third parties, individual employee and contractor contact information, tax and banking information, customer information, critical energy infrastructure information, and attorney-client privileged information as contained in the Confidential Exhibits as confidential and does not disclose such information publicly.

25. The Office of Consumer Counsel shall have access to the Confidential Exhibits pursuant to the terms of the Protective Order provided herewith as Attachment A.

26. The Attorney General shall have access to the Confidential Exhibits pursuant to the terms of the Protective Order upon execution of the Protective Order.

27. The Office of Consumer Counsel's consultants and PURA's consultants shall have access to the Confidential Exhibits pursuant to the terms of the Protective Order upon execution of the Non-Disclosure Agreement in the Protective Order.

28. In this case, the necessity of withholding public disclosure of the Confidential Exhibits outweighs the public interest in such disclosure.

29. Attachments B, C, and D to this motion provides the supporting Affidavits of Company Witnesses Garrett J. Murray, and LEI consultant Julia Frayer, and BRG consultant Amparo Nieto, respectively, which attests to the need for protective treatment of the Confidential Exhibits.

30. For the foregoing reasons, CL&P respectfully requests that PURA grant this motion for protective order.

RESPECTFULLY SUBMITTED,

THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY

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CERTIFICATE OF SERVICE

I hereby certify that on this date a copy of the foregoing was sent to the service list in compliance with R.C.S.A. §16-1-15.

Tiffany N. Tisler
Commissioner of the Superior Court