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**
		AUGUST 24, 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") hereby moves that the Public Utilities Regulatory Authority ("PURA") grant protective treatment as described in this motion to ensure that certain confidential information provided by the Company in the above-referenced proceeding is not subject to public disclosure. As outlined below, certain information provided by the Company in response to certain interrogatories issued by the Office of Consumer Counsel ("OCC") on July 30, 2026 ("OCC Set 2") contain confidential vendor pricing information, settlement agreement information, banking information, employee names and contact information, and internal audit memos, which the Company does not disclose publicly.

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 attachments to interrogatories in OCC Set 2:

Interrogatory Number	Attachment Name	Redacted Filing Date	Confidential Filing Date
OCC-142	Attachment 1 CONFIDENTIAL AND REDACTED FOR RELEVANCE	N/A	August 13, 2026
OCC-142	Attachment 2 CONFIDENTIAL	N/A	August 13, 2026
OCC-142	Attachment 3 CONFIDENTIAL	August 13, 2026	August 13, 2026
OCC-146	Attachment 1 CONFIDENTIAL	August 13, 2026	August 13, 2026
OCC-185	Attachment 1 CONFIDENTIAL	N/A	August 13, 2026

Together, these documents are referred to herein as the "Confidential Information." The Confidential Information was submitted by email to PURA on August 13, 2026. The last item responsive to OCC Set 2 was filed with PURA on August 20, 2026.

Vendor Information and Contract Terms

2. OCC-146, Attachment 1 CONFIDENTIAL, contains confidential vendor pricing information relating to the Company's third-party vendors. The pricing and rates 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 terms, fees, and rates contained in this attachment include 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. Additionally, the Confidential Information

in OCC-142, Attachment 3 CONFIDENTIAL, includes confidential bank account numbers of the vendor, which are not disclosed publicly and if disclosed could subject the Company, its vendor, and banking partners to potential fraud and abuse.

3. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A), the Confidential Information provided in response to OCC-146, Attachment 1 CONFIDENTIAL, qualifies as "trade secrets" for purposes of the Freedom of Information Act. 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); see also Conn. Gen. Stat. § 35-51(d). 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). Further, the Confidential Information provided in response to OCC-146, Attachment 1 CONFIDENTIAL, and OCC-142, Attachment 3 CONFIDENTIAL, is commercial or financial information given in confidence, and not required by statute under Conn. Gen. Stat. § 1-210(b)(5)(B).

4. PURA has previously approved requests to protect similar negotiated pricing and 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 (Dec. 18, 2024 Ruling on Motion No. 5) (protecting as confidential negotiated third-party vendor pricing and agreements); Docket No. 23-11-02, Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend their Rate Schedules (Nov. 26, 2023 Ruling on

Motion No. 12 and Dec. 22, 2023 Ruling on Motion No. 29) (protecting as confidential third-party vendor agreement); 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. 13-03-02, 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) (confidential vendor pricing information).

5. Additionally, PURA has previously protected confidential banking information such as that contained in OCC-142, Attachment 3 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 bank account

numbers and tax identification numbers); 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).

Negotiated Settlements

6. OCC-142, Attachment 3 CONFIDENTIAL, and OCC-185, Attachment 1 CONFIDENTIAL, provide information relating to settlements negotiated by the Company. This information is being negotiated with adverse parties to reach a resolution of contested claims. The information contained in OCC-142, Attachment 3 CONFIDENTIAL, and OCC-185, Attachment 1 CONFIDENTIAL, includes proposed settlement amount and terms, which are and will continue to be maintained as confidential by the parties and will not be disclosed other than to legal counsel and in other limited circumstances. Public disclosure of this material would reveal legal and financial information that would disadvantage and cause harm to the Company in negotiating

future settlements on reasonable terms. Any public disclosure of such information would be detrimental to the business interests of the Company in its service to customers.

7. It is well-established in Connecticut that, in order to promote the important public policy of encouraging parties to enter into settlement discussions and to reach settlements, courts will honor the parties' intent to protect the confidentiality of their settlement negotiations. See, e.g., Etter v. Advest, Inc., 2002 Conn. Super. LEXIS 3478 at *6 (Conn. Super. Ct. Oct. 29, 2002) (stating that there is a "privilege afforded confidential settlement communications with third parties…"); Tomasso Bros. v. Oct. Twenty-Four, Inc., 221 Conn. 194, 198, 602 A.2d 1011, 1014 (1992) ("The general rule that evidence of settlement negotiations is not admissible at trial is based upon the public policy of promoting the settlement of disputes."); Glastonbury Bank & Tr. Co. v. Corbett Constr. Co., Docket No. 521355, 1992 WL 316472, at *2 (Conn. Super. Ct. Oct. 15, 1992) (granting motion to strike special defense that deals with settlement negotiations between the parties because they are confidential and inadmissible in Connecticut); Lanier v. Hochman, 1998 Conn. Super. LEXIS 1755 at *30 fn. 3 (Conn. Super. Ct. June 19, 1998) (stating that "[t]he settlement amount, by agreement of the plaintiff and settling defendant, and approved by the court, was confidential.").

8. Section 16-1-38(a) of the Regulations of Connecticut State Agencies states that where, as here, PURA rules on an evidentiary issue, it "shall give effect to the rules of privilege recognized by law in Connecticut." As indicated above, there appears to be a public policy of encouraging parties to enter into settlement discussions and to reach settlements, where courts have honored the parties' intent to protect the confidentiality of their settlement negotiations. See Tomasso Bros., 221 Conn. at 198.

9. Granting protected status to the settlement discussions involving litigation or potential litigation is also consistent with PURA precedent. For example, in Docket No. 07-07-01, PURA granted a request to protect from public disclosure a confidential settlement of litigation with another party. See Docket No. 07-07-01, Application of The Connecticut Light and Power Company To Amend Rate Schedules, January 8, 2008 Letter Order Granting Motion No. 37 at Page 1.[1] More recently, in Docket No. 16-03-08RE01, PURA granted a request to protect from public disclosure a settlement of litigation with four other parties. See Docket No. 16-03-08RE01, Petition of Windham Solar LLC for Approval of a Power Purchase Agreement Between Windham Solar LLC and The Connecticut Light and Power Company d/b/a Eversource Energy – Voluntary Remand, June 11, 2020 Ruling on Motion No. 10 at 1;[2] see also Docket No. 24-12-01, Application of Yankee Gas Services Company d/b/a Eversource Energy to Amend its Rate Schedules (Jan. 23, 2025 Ruling to Motion No. 25) (granting protective treatment to a confidential settlement amount); Docket No. 16-06-04, Application of The United Illuminating Company to Increase Rates and Charges (Sept. 1, 2016 Ruling on Motion No. 21) (protecting as confidential negotiated settlement agreement amounts and information); Docket No. 09-12-05, Application of The Connecticut Light and Power Company To Amend Its Rate Schedules (Apr. 1, 2010 Ruling on Motion No. 40; Feb.

[1] Page 1 of the January 8, 2008 letter order approving Motion No. 37 in Docket No. 07-07-01 states, in relevant part: "The Department of Public Utility Control (Department) is in receipt of the January 8, 2008 Motion of The Connecticut Light and Power Company (CL&P) to Amend the Protective Order in this docket. The Motion to Amend is to protect from public disclosure a confidential Settlement Agreement between CL&P and NRG concerning NRG's station service receivable and discussion as to how it would affect the amount of rate relief requested in this proceeding. The Department hereby grants the Motion."

[2] "The Public Utilities Regulatory Authority (Authority) acknowledges receipt of a motion for protection filed by The Connecticut Light and Power Company d/b/a Eversource Energy (Company), dated June 5, 2020. In that motion, the Company requests protected treatment for the confidential litigation settlement summary in Exhibit 1 to the June 5, 2020 Joint Motion to Approve the Litigation Settlement filed in the above-captioned docket. The Authority hereby grants the Company's motion. Said materials shall be maintained in a locked file available for viewing only by members of the Authority's staff and Commissioners."

20, 2010 Ruling on Motion No. 20) (protecting settlement agreements between Department of Revenue Services and utility).

Employee Names and Contact Information

10. OCC-142, Attachment 1 CONFIDENTIAL through OCC-142, Attachment 3 CONFIDENTIAL contain names and contact information for individual Eversource employees. 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 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. 24-03-01, 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).

11. Employee names and contact information should be protected from public disclosure. If the Company makes employee information public, there are both cybersecurity and physical security risks to individual Eversource employees. Making employee information public triggers an increased risk in phishing attacks as there is more information available about Eversource employees, centralized and publicly available. Additionally, there is a risk of personal harassment for individual employees. Accordingly, this information should be protected from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(2) as the public disclosure would constitute an invasion of personal privacy. The public disclosure of the employee information may also result in a safety risk or a security risk to information technology systems, and therefore should be exempt from public disclosure under Conn. Gen. Stat. §§ 1-210(b)(19) and (20). Lastly, the Company is providing this commercial contact information related to its employees only as part of a regulatory filing and it is not required by statute to make this information public. Thus, the employee information qualifies for protection from public disclosure pursuant to Conn. Gen. Stat. § 1-210(b)(5)(B).

Internal Audit Memos

12. OCC-142, Attachment 1 CONFIDENTIAL through OCC-142, Attachment 2 CONFIDENTIAL, provide internal audit memos for the Company and its affiliates. Specifically, OCC-142, Attachment 1 CONFIDENTIAL through OCC-142, Attachment 2 CONFIDENTIAL, provide internal audit memos related to contract compliance, which are commercially sensitive topics. These memos contain proprietary, commercially sensitive, and non-public business information, including information analyzing and critiquing internal company business strategies and operating practices that the Company does not disclose to the public. Consistent with long-standing practice, these documents should be treated confidentially so as not to undermine the

integrity of the internal audit process of the Company. The Company conducts audits and benchmarking to determine whether it has appropriate controls in place to manage its various business functions, and whether appropriate actions are taken to improve controls or address areas of concern. It is an integral part of the process for employees to provide candid assessments of the subject areas in question, and for the audit memos to provide candid self-assessments of the Company's performance. If there is a possibility that such information could be open to public inspection, the critical self-evaluation that is integral to the audit process, and the integrity of the same would be compromised. Any public disclosure of these memos would have a chilling effect on the audit process, would cause harm to the business interests of the Company in its service to customers and would allow unfair access to sensitive internal information.

13. Pursuant to Conn. Gen. Stat. § 1-210(b)(5)(A) and (B), this information "derives 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 their disclosure or use", and is "the subject of efforts that are reasonable under the circumstances to maintain secrecy"; and this information is "[c]ommercial or financial information given in confidence, not required by statute". Neither federal nor Connecticut statutes require that the Company submit this Confidential Information to PURA.

14. PURA has previously granted protected treatment for similar requests to treat audit reports and related 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 (Feb. 18, 2025 Ruling on Motion No. 43) (protecting as confidential internal audit reports for the Company and its affiliates); See, e.g., Docket No. 22-08-08, Application of The United Illuminating Company to Amend its Rate Schedules (Jan. 12, 2023 Ruling on Motion No. 48) (granting protective

treatment to audit reports and external benchmarking studies); Docket No. 18-05-16, Application of Connecticut Natural Gas Corporation to Increase its Rates and Charges (August 23, 2018 Ruling on Motion No. 12) (granting protective treatment for internal audit reports); Docket No. 17-05-42, Application of the Southern Connecticut Gas Company to Increase its Rates and Charges (August 23, 2017 Ruling on Motion No. 8) (granting protected status to Internal Audit Department reports); Docket No 13-03-23, Petition of The Connecticut Light and Power Company for Approval to Recover its 2011-2012 Major Storm Costs, (August 8, 2013 Ruling on Motion No. 9) (granting protected status to Internal Audit Department reports); Docket No. 09-12-05, Application of The Connecticut Light and Power Company to Amend Its Rate Schedules, (April 14, 2010 Ruling on Motion No. 43) (granting confidential treatment to internal audit report).

15. The Confidential Information is maintained by the Company as confidential and has not been disclosed or released to the public.

16. The Confidential Information is exempt from disclosure under Conn. Gen. Stat. §1-210(b), as described herein.

17. Additionally, pursuant to PURA's July 10, 2026 Procedural Order Regarding Protected Materials in this docket, the Confidential Information is the type of information that is typically subject to protected treatment, including confidential legal settlement information, internal audit reports, employee names and email addresses, and commercial terms and pricing information.

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

19. Attached in support of this motion as Attachment A, is the Affidavit of Casandra Dickson, Director of Regulatory Projects and Compliance for Eversource Energy Service

Company. The affidavit addresses the need for protective treatment of the Confidential Information described in this motion.

20. 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

By: *Vincent P. Pace*

Vincent P. Pace
Eversource Energy
P.O. Box 270
Hartford, CT 06410-0270
Phone: 860-665-5426
Fax: 860-665-5504
Vincent.Pace@eversource.com

By: TTisler

Tiffany N. Tisler
Keegan Werlin LLP
1 Liberty Square, 3rd Fl.
New Britain, CT 06051
Phone: (617) 951-1400
TTisler@keeganwerlin.com

Its Attorneys

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