

Agenda 19-26; Item No.2C Draft Order for discussion at agenda

***THIS ORDER IS NOT A FINAL ORDER AND MAY BE SUBSTANTIALLY REVISED
PRIOR TO ENTRY OF A FINAL ORDER BY THE PUBLIC UTILITIES COMMISSION
OF NEVADA***

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company)
d/b/a NV Energy and Sierra Pacific Power) Docket No. 26-05007
Company d/b/a NV Energy for approval of their)
2027-2046 Triennial Integrated Resource Plan)
and 2027-2029 Energy Supply Plan.)
_____)

At a general session of the Public Utilities
Commission of Nevada, held at its offices
on October 14, 2026.

PRESENT: Chair Hayley Williamson
Commissioner Tammy Cordova
Commissioner Randy J. Brown
Assistant Commission Secretary Trisha Osborne

[PROPOSED] ORDER DENYING EMERGENCY APPEAL AND AFFIRMING

OCTOBER 5, 2026, ORDER

The Public Utilities Commission of Nevada (“Commission”) makes the following findings and conclusions:

I. PROCEDURAL HISTORY

- On May 7, 2026, Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (collectively, “NV Energy”) filed with the Commission a joint application, designated as Docket No. 26-05007, for approval of their 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan. NV Energy filed the joint application pursuant to the Nevada Revised Statutes (“NRS”) and the Nevada Administrative Code (“NAC”) Chapters 703 and 704, including, but not limited to, NRS 704.741 et seq. and NAC 704.9005 et seq.

- The Regulatory Operations Staff of the Commission (“Staff”) participates as a matter of right pursuant to NRS 703.301. The Bureau of Consumer Protection (“BCP”) filed a notice of intent to intervene pursuant to NRS Chapter 228.

- On June 26, 2026, the presiding officer granted the petitions for leave to intervene of Google, LLC (“Google”), Western Resource Advocates, Interwest Energy Alliance, Reno Power NR 1 LLC (“Tract”), PR RNO Property Owner 1, LLC and SV RNO Property Owner, LLC (collectively, “Fleet”), Microsoft Corporation, Vote Solar, Sierra Club, Wynn Las Vegas, Walmart, Inc., Prologis, L.P. (“Prologis”), Novva Holdings, LLC (“Novva”), Nevada Workers for Clean and Affordable Energy, Switch, Ltd., Colovore LLC, MGM Resorts International, Nevada Resort Association, Caesars Enterprise Services, Amazon Data Services, Nevada Gold Mines, Redwood Materials, Inc. (“Redwood”), Powerhouse Reno Britian LLC, Western Power Association, Tahoe Spark, Advanced Energy United, Southwest Energy Efficiency Project, Solar Energy Industries Association, Solar United Neighbors, Boyd Gaming Group, Station Casinos Inc., and Venetian Las Vegas Gaming, LLC (together known as “Southern Nevada Gaming Group”), Nevada Clean Energy Fund, and MECP 1 RENO 1 LLC (“Edgecore”).

- On October 2, 2026, NV Energy filed an emergency motion to compel and for expedited treatment. On October 5, 2026, after responses from Redwood and Google and a reply from NV Energy, the presiding officer issued an order granting the motion detailed in Attachment A (“October 5, Order”). The October 5, Order requires certain interveners to produce to NV Energy, within 24 hours, the unredacted information underlying specified portions of Staff’s pre-filed testimony and requires any intervener that claims the information as commercially sensitive or a trade secret to work in good faith to execute a protective agreement with NV Energy within the same period. The October 5, Order also modifies Procedural Order No. 4 at paragraph 26(b)(v) to provide NV Energy until October 16, 2026, to file rebuttal testimony specifically related to information produced pursuant to the October 5, Order.

- On October 6, 2026, Google filed an emergency appeal of the October 5, Order to the full Commission pursuant to NAC 703.528 found in Attachment B (“Appeal”). Google did not request a stay of the October 5, Order.

II. EMERGENCY APPEAL

Google's Appeal

1. Google states that it has executed a protective agreement with NV Energy and has produced its responses to Staff data request ("DR") 258 and Staff confidential DR 317. (Appeal at 2.) Google opposes producing its response to Staff confidential DR 316, which it provided to Staff and BCP under protective agreements and which is attached to Staff's pre-filed testimony. (*Id.* at 2, 6 n.10.) Google argues that a responding party may withhold commercially sensitive and privileged information even with a protective agreement in place, that its response contains such information, and that NV Energy created its own emergency by waiting to request confidential information. (*Id.* at 5-7.) Google asks the Commission to overrule the October 5, Order. (*Id.* at 7.)

Commission Discussion and Findings

2. The Commission denies the Appeal and affirms the October 5, Order. The Commission has considered the October 5, Order, the Appeal and its attachments, and Google's response to Staff confidential DR 316.

3. Google is the only party to appeal the October 5, Order, and only its response to Staff confidential DR 316 remains in dispute. Google has now executed a protective agreement with NV Energy, which is what the October 5, Order and NAC 703.680(12) provide for information claimed as commercially sensitive. (October 5, Order at ¶¶ 27, 29.)

4. NAC 703.680(12) allows a responding party that believes its response is commercially sensitive to request a confidentiality agreement before providing the response. It does not allow the party to withhold the response once the agreement is signed, and it recognizes that the Commission may order disclosure. That is so under the codified text and under the

amended text Google quotes. (Appeal at 4.) Google's protective agreement with NV Energy does not change this. An agreement between two parties does not limit the Commission's authority over discovery, and this agreement by its terms applies "unless otherwise agreed by the Parties or ordered by the Commission." (Appeal, Attachment 1 at ¶ 4.) The agreement limits who at NV Energy may see the response and how it may be used, and Google does not explain why those protections are inadequate. (Appeal, Attachment 1 at ¶ 5.)

5. Google also claims that the response contains attorney-client privileged information and work product. The party asserting a privilege bears the burden of establishing it. *Canarelli v. Eighth Judicial District Court*, 136 Nev. 247, 252, 464 P.3d 114, 120 (2020). Google has not done so. Its claim rests on two sentences of argument, without a declaration or a privilege log. (Appeal at 6.) The response is a communication from Google to Staff, written to answer Staff's question. Google chose to provide it to Staff and to BCP, and Staff attached it to prefiled testimony and relies on it. (October 5, Order at ¶ 22.) Any attorney-client privilege was waived by that voluntary disclosure. NRS 49.385(1). *Cotter v. Eighth Judicial District Court*, 134 Nev. 247, 416 P.3d 228 (2018), on which Google relies, concerned work product shared among aligned litigants, and it recognizes that the protection is waived when a disclosure substantially increases the opportunity for an adversary to obtain the information. *Id.* at 250-51, 416 P.3d at 232. Providing a discovery response to a party that regularly files discovery responses as evidence and relies on such discovery responses in preparing prefiled testimony did exactly that.

6. The October 5, Order is also correct as a matter of fairness. Google's response is before the Commission. Google does not ask that it be withdrawn. Every party to a contested

case must be afforded the opportunity to respond and to present evidence and argument on the issues. NRS 233B.121(4).

7. The Commission emphasizes that this order requires production to NV Energy under the protective agreement but does not release the response to the public.

8. The October 5, Order required Google to produce the response by 4:58 p.m. on October 6, 2026. (Appeal at 1.) Google did not produce it and did not obtain a stay, and the filing of the appeal did not suspend the October 5, Order. Google's argument about the timing of NV Energy's request is not relevant to whether the response must be produced. Google shall produce the response by 5:00 p.m. on October 14, 2026. The deadline of 12:00 p.m. on October 16, 2026, for NV Energy's related rebuttal testimony remains in effect. (October 5, Order at ¶ 30.)

9. The Commission declines Google's request for a finding that it may withhold commercially sensitive and privileged information even with a protective agreement in place. This order addresses only information that Google chose to provide to Staff and which is before the Commission.

Therefore, it is ordered:

1. The emergency appeal filed by Google, LLC on October 6, 2026, is DENIED.
2. The October 5, 2026, Order on emergency motion to compel discovery and for expedited treatment is AFFIRMED.

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3. By 5:00 p.m. on October 14, 2026, Google, LLC shall produce to Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy its complete, unredacted response to Staff confidential DR 316, including the question, subject to the protective agreement executed by Google, LLC and NV Energy on October 6, 2026.

By the Commission,

HAYLEY WILLIAMSON
Chair and Presiding Officer

TAMMY CORDOVA
Commissioner

RANDY BROWN
Commissioner

Attest: _____
TRISHA OSBORNE
Assistant Commission Secretary

Dated: Carson City, Nevada

(SEAL)

ATTACHMENT A

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company d/b/a	)	
NV Energy and Sierra Pacific Power Company d/b/a	)	Docket No. 26-05007
NV Energy for approval of their 2027-2046 Triennial	)	
Integrated Resource Plan and 2027-2029 Energy	)	
Supply Plan.	)	
_____	)	

**ORDER ON EMERGENCY MOTION TO COMPEL DISCOVERY AND FOR
EXPEDITED TREATMENT**

The presiding officer in this docket makes the following findings and conclusions:

1. On May 7, 2026, the Nevada Power Company d/b/a NV Energy (“NPC”) and Sierra Pacific Power Company d/b/a NV Energy (“SPPC” collectively, “NV Energy”) filed with the Public Utilities Commission of Nevada (“Commission”) a joint application, designated as 26-05007, for approval of their 2027-2046 Triennial Integrated Resource Plan (“IRP”) and 2027-2029 Energy Supply Plan. NV Energy filed the joint application pursuant to the Nevada Revised Statutes (“NRS”) and the Nevada Administrative Code (“NAC”) Chapters 703 and 704, including, but not limited to, NRS 704.741 *et seq.* and NAC 704.9005 *et seq.* Pursuant to NAC 703.190 and NAC 703.527 *et seq.*, NV Energy requested that certain information in the joint application receive confidential information.
2. On May 14, 2026, the Bureau of Consumer Protection filed a notice of intent to intervene pursuant to NRS Chapter 228.
3. The Regulatory Operations Staff of the Commission (“Staff”) participates as a matter of right pursuant to NRS 703.301.
4. On May 22, 2026, the Commission issued a notice of joint application and notice of prehearing conference.

5. On June 4, 2026, NV Energy filed an amendment to its filing. The presiding officer construed NV Energy's filing as an amendment that required re-noticing.

6. On June 18, 2026, the presiding officer issued Procedural Order No. 1, establishing a procedural schedule.

7. On June 22, 2026, NV Energy re-filed their June 4, 2026, amendment to its filing as provided in paragraph 5.

8. On June 26, 2026, the presiding officer issued an order granting the PLTIs of Google, LLC ("Google"), Western Resource Advocates, Interwest Energy Alliance, Reno Power NR 1 LLC ("Tract"), PR RNO Property Owner 1, LLC and SV RNO Property Owner, LLC ("collectively, "Fleet"), Microsoft Corporation, Vote Solar, Sierra Club, Wynn Las Vegas, Walmart, Inc., Prologis, L.P. ("Prologis"), Novva Holdings, LLC ("Novva"), Nevada Workers for Clean and Affordable Energy, Switch, Ltd., Colovore LLC, MGM Resorts International, Nevada Resort Association, Caesars Enterprise Services, Amazon Data Services, Nevada Gold Mines, Redwood Materials, Inc. ("Redwood"), Powerhouse Reno Britian LLC, Western Power Association, Tahoe Spark, Advanced Energy United, Southwest Energy Efficiency Project, Solar Energy Industries Association, Solar United Neighbors, Boyd Gaming Group, Station Casinos Inc., and Venetian Las Vegas Gaming, LLC (together known as "Southern Nevada Gaming Group"), Nevada Clean Energy Fund, and MECP 1 RENO 1 LLC ("Edgecore").

9. On July 16, 2026, the Commission issued an Amended Notice of Electric Utilities Joint IRP.

10. On August 17, 2026, the parties filed a stipulation to resolve all issues of Phase I of the IRP.

11. On August 20, 2026, presiding officer issued Procedural Order No. 3, updating the procedural schedule.

12. On September 10, 2026, the Commission issued an order accepting the Phase I stipulation.

13. On September 24, 2026, presiding officer issued Procedural Order No. 4, updating the procedural schedule.

14. On September 25, 2026, the presiding officer issued a notice of hearing.

15. On October 2, 2026, NV Energy filed an Emergency Motion to Compel and for Expedited Treatment (“the Motion”).

16. On October 5, 2026, the presiding officer issued Procedural Order No. 5, establishing expedited motion discovery timelines for the Motion.

17. On October 5, 2026, Staff, Redwood, and Google filed a response to the Motion. On the same date, NV Energy filed a reply to Staff’s, Redwood’s, and Google’s responses to the Motion.

NV Energy’s Expedited Motion to Compel

18. NV Energy requests that the Commission expedite and compel Staff to provide the redacted testimony from Staff’s witnesses, Karen Olesky and Swetha Venkat, filed on September 22, 2026, and the errata filed by Ms. Venkat on September 24, 2026. (NV Energy’s Motion at 1.) NV Energy requests to seek access to the underlying information that is withheld from NV Energy, including responses to Staff’s discovery requests not provided to NV Energy. (*Id.* at 2.)

19. NV Energy specifically requests that Staff provide the following:

a. Testimony of Karen Olesky

- i. Information on pages 6-7
- ii. Attachment KRO-8
- b. Testimony of Swetha Venkat
 - i. Information on pages 22-25
 - ii. Attachments SV-28 and SV-29

(*Id.* at 1.)

20. NV Energy also requests Staff to provide fully unredacted responses to Ms. Venkat's and Ms. Olesky's Q&As related to NV Energy and its work product:
- a. Q&A 13 from Karen Olesky's Testimony: When did NV Energy send a draft form of LLESA to the large load customers?
 - b. Q&A 31 from Swetha Venkat's Testimony: Please elaborate on your point regarding the lack of confidence regarding the development process for the LLESA.

(*Id.*)

21. NV Energy contends that Staff has not provided justification for withholding the requested information. NV Energy asserts that it attempted to resolve the issue with Staff and the Intervenors before its October 6, 2026, rebuttal due date, but was unsuccessful. (*Id.* at 2.) NV Energy asserts that it cannot prepare its rebuttal without access to this information, which includes large load customers' descriptions of communications with NV Energy, the development of the LLESA framework, and Staff's recommendations based on the withheld information. (*Id.*)

Staff's Position

22. Staff states that it takes no position on confidentiality of the information at issue

in the Motion. (Staff's Response at 3.) Staff states that it is bound by the individual protective agreements with the large load customers, who have the right to control the consent for disclosure of the information or provide their individual reasoning for continued confidentiality. (*Id.* at 2.) Staff states that the information is critical for understanding the development and offering of the form LLESA and will help assist the Commission in making an informed decision. (*Id.* at 3.) Staff states that in regard to Ms. Olesky's testimony, Edgecore and Redwood provided confidential information summarized in page 6, lines 22-24 and page 7, lines 1-7; Fleet, Novva, Prologis, Redwood, and Tract provided confidential information within Attachment KRO-8. (*Id.*) Staff states that in regard to Ms. Venkat's testimony, Amazon, Fleet, Prologis, and Novva provided confidential information contained within Attachments SV-15 through 18; Amazon, Fleet, Prologis, and Novva provided combined information to page 22, line 22 to page 23, line 1; and Google claimed as confidential Attachments SV-28 and SV-29 to the Errata. (*Id.*)

Redwood's Position

Redwood opposes the Motion and requests the Commission deny it, arguing that NV Energy is not entitled to confidential information under NAC 703.527 through 703.5282 and fails to cite any statute, regulation, or case law requiring such disclosures to applicants. (Redwood's Response at 1-2.) Redwood states that it would have provided the materials if NV Energy had executed a protective agreement before filing its Motion, thus preserving confidentiality. (*Id.* at 3.) Redwood further asserts that NV Energy did not follow the standard procedure and that the unredacted information involves Redwood's load forecast and information already in NV Energy's possession and/or control over. (*Id.*) Redwood notes that NV Energy has responded to Redwood and indicated that it is amenable to executing a protective agreement. (*Id.* at fn. 3.)

Google's Response

23. Google opposes the Motion and requests that the Commission deny it. (Google's Response at 5.) Google argues that NV Energy is not entitled to confidential information under NAC 703.527 through 703.5282 and cites no requirement for such disclosure as an applicant under any statute, regulation, or case law. (*Id.* at 2-3.) Google states that it is not obligated to provide confidential information because NV Energy did not offer to sign or execute a protective agreement. (*Id.* at 3.) Google states that if NV Energy had done so before filing the Motion, it could have shared the attachment to Staff DR 258, but withheld it because it contains commercially sensitive customer specific information. (*Id.* 3-4.) Google asserts that providing this information without a protective agreement would waive its confidentiality rights. (*Id.* at 4.) Google further notes that Staff confidential DRs 316 and 317 seek commercially sensitive information includes customer specific information, work product privileged information, and attorney-client privileged information, involving Google's strategy and preferences related to the LLESA, and not communications with NV Energy. (*Id.*) Google emphasizes that disclosure would harm its position in future dealings with NV Energy and intervenors in this docket who are direct competitors. (*Id.* at 4-5.) Google notes that NV Energy has responded to Google and indicated that it is amenable to executing a protective agreement. (*Id.* at 3, fn. 3.)

NV Energy's Reply

24. NV Energy states that it has accessed some of Staff witnesses Ms. Olesky and Ms. Venkat's testimony, including page 7 of Karen Olesky's testimony and pages 24-25 of Swetha Venkat's testimony and the previously redacted portions of page 23, with the exception of the redaction at the top of page 23. (NV Energy's Reply at 1.) NV Energy states that this information is not confidential and argues that Staff cannot justify redactions based on protective

agreements with large load customers, which have not been shared with the Commission or the parties. (*Id.* at 1-2.)

25. NV Energy states that Staff had no basis to withhold information already available to NV Energy, as admitted by Google and Redwood; therefore, Staff must immediately provide NV Energy with any information it redacted in its testimony concerning Redwood. (*Id.* at 2.)

26. NV Energy states that Google's confidential information in Staff's DR 258 came from NV Energy and thus can request that portion of Attachment KRO-8 pertaining to Google's response to Staff 258 to be ordered produced to NV Energy. (*Id.*) NV Energy states that Google's response to Staff's DR 316 and 317 undermines its own key justification for the non-disclosure, which is the lack of a protective agreement. (*Id.* at 3.) NV Energy states that Google should be ordered to provide a protective agreement to NV Energy within 24 hours and disclose its responses to Staff's data request 316 and 317 (*Id.*) NV Energy requests the ability to rebut parts of the testimony that contain redacted materials with their October 16, 2026, testimony and at the hearing, depending on when the remaining redacted information is provided. (*Id.*)

Presiding Officer Discussion and Findings

27. The presiding officer finds that the interveners that produced information regarding the above-listed Staff data requests and questions must produce that information, fully unredacted, to NV Energy, within 24 hours of the issuance of this order (to the extent that this information has not already been provided to NV Energy before the issuance of this order). The presiding officer also finds that, pursuant to NAC 703.680(12), any intervener that claims any portion of the information identified above as commercially sensitive or a trade secret, shall

work in good faith with NV Energy to execute a protective agreement within 24 hours of the issuance of this order. The presiding officer makes these findings for the reasons outlined below.

28. First, the presiding officer finds that Staff is not the appropriate party to either provide the bases for confidentiality or unilaterally provide the underlying information to NV Energy. Staff is bound by the individual protective agreements it entered into with certain large load customers. Specifically, regarding Ms. Olesky's testimony, Edgecore and Redwood provided confidential information summarized at page 6, lines 22-24 and page 7, lines 1-7. (Staff's Response at 3.) Fleet, Google, Edgecore, Novva, Prologis, Redwood, and Tract provided the confidential information contained within Attachment KRO-8. Regarding Ms. Venkat's testimony; Amazon, Fleet, Prologis, and Novva provided confidential information contained within Attachments SV-15 through SV-18. (*Id.* at 3.) Ms. Venkat's testimony at page 22, line 22 to page 23, line 1 contains combined information provided by Amazon, Fleet, Prologis, and Novva. Google claims that Attachments SV-28 and SV-29 to Ms. Venkat's errata are confidential. (*Id.*)

29. The presiding officer finds that the interveners listed above (i.e., Edgecore, Redwood, Fleet, Tract, Google, Novva, Prologis, and Amazon) shall comply with this order and produce the fully unredacted information that Staff lists in its response to NV Energy's Motion, also summarized above. The presiding officer finds that the information sought is not overly broad, nor overly burdensome to produce. The presiding officer finds that the information sought is relevant, but, at least in Google's case, is claimed as commercially sensitive. Therefore, pursuant to NAC 703.680(12), any party that claims information as either a trade secret or as commercially sensitive shall work in good faith to execute a protective agreement with NV Energy to be executed no later than 24 hours from the issuance of this order, with

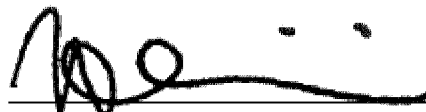
information to be produced fully unredacted to NV Energy by no later 24 hours of the issuance of this order.

30. In recognizing the late hour at which NV Energy will receive information, the presiding officer also modifies Procedural Order No. 4, at paragraph 26(b)(v), so that any NV Energy rebuttal testimony specifically related to the information produced pursuant to this order shall be due by 12:00 p.m., October 16, 2026.

Therefore, it is ordered:

1. The Emergency Motion to Compel and for Expedited Treatment filed by Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy is GRANTED, pursuant to the timelines above.

By the Commission,

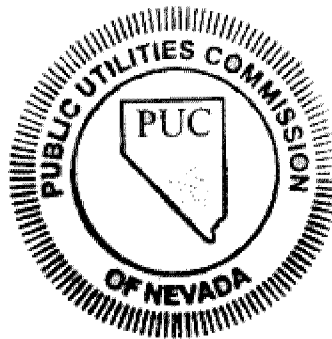


HAYLEY WILLIAMSON
Chair and Presiding Officer

Attest: 
TRISHA OSBORNE
Assistant Commission Secretary

Dated: Carson City, Nevada

10/5/26
(SEAL)



ATTACHMENT B

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8 **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**
9

10 Joint Application of Nevada Power Company
d/b/a NV Energy and Sierra Pacific Power
11 Company d/b/a NV Energy for approval of
12 their 2027-2029 Integrated Resource Plan,
2027-2029 Action Plan and 2027-2029
13 Energy Supply Plan

Docket No. 26-05007

14 **GOOGLE LLC'S EMERGENCY APPEAL OF THE OCTOBER 6, 2026, ORDER BY**
15 **THE PRESIDING OFFICER REGARDING SIERRA PACIFIC POWER COMPANY,**
16 **D/B/A NV ENERGY AND NEVADA POWER COMPANY D/B/A NV ENERGY'S**
MOTION TO COMPEL

17 Google LLC ("Google") hereby files its Emergency Appeal pursuant to NAC 703.528 to
18 the Presiding Officer's Order granting Nevada Power Company d/b/a NV Energy and Sierra Pacific
19 Power Company d/b/a NV Energy (collectively "NV Energy") Motion to Compel filed in the
20 above-captioned docket on October 2, 2026.

21 Google requests that this appeal be heard on an emergency basis, as the Presiding Officer
22 has ordered Google to disclose commercially sensitive and privileged information to NV Energy
23 by 4:58 p.m. on October 6, 2026.

24 **BACKGROUND**

25 In their Tuesday, September 22, 2026, testimony Regulatory Operation Staff witnesses
26 Karen Oleksy and Swetha Venkat discussed and presumably summarized various parties'
27 confidential data request responses, including information provided by Google, in their testimony
28 and included those confidential data requests as exhibits to their testimony. The specific data

1 requests included in Ms. Oleksy's testimony include Confidential Response to Staff DRS 257, 258,
2 259, 261, 263, 264, and 265. Data request response 258 was answered by Google. The data
3 requests included in Ms. Venkat's testimony are Google's Confidential Responses to Staff
4 Confidential DRs 316 and 317.

5 As part of this docket, Google signed NV Energy's protective agreement on June 26, 2026.
6 NV Energy's standard protective agreement only protects NV Energy's confidential information in
7 this Docket that is provided to Google. Pursuant to NAC 703.5274, Regulatory Operation Staff
8 ("Staff") and the Bureau of Consumer Protection ("BCP") entered protective agreements with
9 Google on July 14, 2026, and July 15, 2026, respectively for information provided by Google.

10 Staff's data request ("DR") 258 was propounded on Google on August 21, 2026. Google
11 responded to Staff DR 258 on September 4, 2026. In its response, Google included a confidential
12 attachment that was provided only to Staff and BCP pursuant to the protective agreements. The
13 confidential attachment included documentation provided to Google from NV Energy that included
14 customer specific information, including Google's load forecast. NV Energy did not request a copy
15 of Staff DR 258 until September 30, 2026. Google has disclosed the attachment to Staff DR 258,
16 to NV Energy pursuant to the Order.

17 Staff's confidential DRs 316 and 317 were propounded on Google on August 28, 2026.
18 Google responded to confidential DRs 316 and 317 on September 21, 2026. Both the questions
19 and the responses in DRs 316 and 317 were deemed confidential. Google provided the responses
20 to confidential DRs 316 and 317 to Staff and BCP pursuant to the protective agreements. NV
21 Energy did not request a copy of Staff confidential DRs 316 and 317 until September 30, 2026.
22 Google has disclosed Confidential Staff DR 317, under the executed protective agreement with NV
23 Energy.¹

24 However, as discussed below, Google does oppose disclosing Confidential Staff DR 316.
25 Confidential Staff 316 includes commercially sensitive and privileged information.
26
27

28 ¹ See Attachment 1, Protective Agreement with NV Energy, paragraph 1.

1 **History of the Motion**

2 In their October 5, 2026, motion to compel, NV Energy argues that they are entitled to all
3 confidential information in order to file rebuttal, and that “[t]he Companies are unable to develop
4 their rebuttal without access to information that, among other items, contains large load customers’
5 characterization of their communications with the Companies, development process of the
6 Companies’ LLESA framework and Staffs recommendations based on this withheld information.”²
7 However, NV Energy does not cite to a single statute, regulation, or case law that compels
8 disclosure of all confidential information, with or without a protective agreement, to them merely
9 because they are the applicant in this docket.

10 In its opposition, Google argued two factors. First, like all parties in proceedings before the
11 Commission, NV Energy should be required to execute a protective agreement prior to demanding
12 confidential information by any party. Nothing in NAC 703.527-5282, as amended by Docket No.
13 25-07001, or NAC 703.680 (“the Regulations”) allows NV Energy carte blanche authority to
14 demand confidential information provided by an intervenor to the Commission, Staff and BCP
15 without NV Energy signing a protective agreement. Second, even with a protective agreement in
16 place, there are types of confidential information that can be provided to Staff and BCP that the
17 responding party can withhold from disclosure, specifically information that is commercially
18 sensitive, trade secret and privileged.

19 NV Energy filed its reply and claimed that much of the redacted information in Staff’s
20 testimony is not confidential and should be disclosed to NV Energy. NV Energy also claims that
21 “Googe [sic] and Redwood admit that the information at issue here and upon which Staff refused
22 disclosure to NV Energy is information that is already available to NV Energy”³ and “Google
23 undermines its own key justification for the non-disclosure – the absence of a protective
24 agreement.”⁴

25
26
27 ² NV Energy’s October 2, 2026, Emergency Motion to Compel (“Motion”), Page 2, lines 9-13.

28 ³ NV Energy’s October 5, 2026, Response (“Response”), Page 2, lines 20-23.

⁴ Response, page 2, lines 7-10.

1 The Presiding Officer granted NV Energy's motion to compel and ordered parties to
2 disclose the information listed in Staff's testimony and exhibits to NV Energy within 24 hours
3 without a protective agreement, unless that information is trade secret or commercially sensitive.
4 The Presiding Officer orders parties whose information is that information is trade secret or
5 commercially sensitive to execute a protective agreement with NV Energy for that information,
6 however, the order still requires that the parties disclose trade secret or commercially sensitive
7 information to NV Energy within 24 hours of the Order.

8 **LEGAL ARGUMENT**

9 Google hereby appeals the Presiding Order's order granting NV Energy's motion to Compel
10 to the full Commission under NAC 703.528. NAC 703.528 provides that:

11 1. Any determination by the presiding officer regarding the treatment of confidential
12 information may be appealed to the full Commission in accordance with NAC 703.735.

13 Google is seeking an order from the Commission overruling the Presiding Officer's decision
14 ordering Google to disclose Staff confidential DR 316, which includes both commercially sensitive
15 and privileged information.

16 NAC 703.527 through 703.5282 and NAC 703.680(12) ("the regulations") are clear. Any
17 party that wishes to receive confidential information from any other party must execute a protective
18 agreement. NAC 703.680(12)(as amended in Docket No. 25-07001) also provides: "[i]f a party
19 that is responding to a data request believes that the response contains information which is
20 commercially sensitive, or which constitutes a trade secret, or is confidential or privileged, the party
21 may, before providing the response, request that a confidentiality agreement be signed by
22 specifying the grounds for the claim of confidential treatment of the information." A party for
23 purposes of NAC chapter 703 include "an applicant, a complainant, a petitioner, a respondent, the
24 Commission's staff and its counsel, the Consumer's Advocate or an intervener." NAC 703.070.

25 Nothing in NAC 703.680, nor NAC 703.527-5282, exempts the applicant, in this case NV
26 Energy from executing a protective agreement prior to receiving responses to a data request.
27 Rather, the definition of a party for purposes of these proceedings specifically includes the
28 applicant, NV Energy. Furthermore, Staff and BCP, who have an automatic right to participate in

1 the Docket, are not automatically entitled to receive confidential information without a protective
2 agreement. Specifically, NAC 704.5274(8) provides “[n]otwithstanding the other provisions of
3 this section, the Commission’s staff and the Consumer’s Advocate are entitled to receive
4 information designated as confidential in accordance with NAC 703.527 to 703.5282, inclusive, if
5 the Commission’s staff or the Consumer’s Advocate, as appropriate, has executed a protective
6 agreement.”

7 Under traditional terms and conditions of the protective agreements that NV Energy
8 provides parties to execute, NV Energy is able to withhold confidential information that is
9 “customer-specific information or privileged information, or information that the Company
10 believes, in its sole discretion, the release of which could place the Company and its customers at
11 a competitive disadvantage.”⁵ Similar language was included in the protective agreement executed
12 today by NV Energy.⁶ Furthermore, in this and other dockets, NV Energy has limited confidential
13 information disclosed to parties they deem market participants, regardless of whether a party has
14 executed a proactive agreement to protect their commercially sensitive information.⁷ Under
15 traditional terms and conditions of the protective agreement, the owner of the confidential
16 information is able to designate confidential information that it can withhold from disclosure.

17 The question and response in confidential DR 316 were both deemed confidential. Both
18 the question and response sought commercially sensitive information and privileged information.
19 And unlike NV Energy’s mischaracterizations and assumptions of the content of Staff confidential
20 DR 316 in its motion and response, neither the question nor the answer in Staff confidential DRs
21 316 contains Google’s characterization of their communications with NV Energy,⁸ nor was the
22 information at issue in Staff confidential DR 316 information that is already available to NV
23 Energy.⁹

25 ⁵ See Attachment 2, Protective Agreement with NV Energy, paragraph 1.

26 ⁶ See Attachment 1, paragraph 1.

27 ⁷ See Attachment 3, Email from Roman Borisov, restricting access to confidential information from entities NV
Energy has designated as market participants in this Docket.

28 ⁸ Motion, Page 2, lines 9-13.

⁹ Response, Page 2, lines 20-23.

1 Staff confidential DR 316 includes commercially sensitive information regarding potential
2 litigation and/or a Commission action against NV Energy.¹⁰ Staff confidential DR 316 also
3 includes attorney client privileged and work product privileged information that involves
4 information about co-parties and their counsel. Under Nevada law, co-parties have the right to
5 protect work product where the co-parties “anticipate litigation against a common adversary on the
6 same issue or issues” and “have strong common interests in sharing the fruit of the trial preparation
7 efforts.”¹¹ However, the Court has found that “waiver of the privilege is “usually found when the
8 material is disclosed to an adversary.”¹²

9 Here the Commission has ordered Google to disclose material that to a potential adversary,
10 NV Energy. The information contained in Staff confidential DR 316 would detrimentally impact
11 not only Google, but other co-parties in this Docket or future matters before the Commission or a
12 Court.

13 Furthermore, NV Energy created its own “emergency” with respect to Staff’s testimony and
14 the DRs that it sought through its motion. Responses to Staff DR 258 included in Ms. Olesky’s
15 testimony were provided on September 4, 2026. At that time, NV Energy did not ask for or request
16 copies of this confidential data request response. The responses to confidential DRs 316 and 317
17 were provided on September 21, 2026. All three DRs were included in Staff’s testimony on
18 September 22, 2026. NV Energy did not request copies of confidential information or even begin
19 discussions regarding this confidential information until September 30, 2026. Four business days
20 prior to its testimony deadline.

21
22 ¹⁰ See Direct Testimony of Swetha Venkat, Attachment SV-29.

23 ¹¹ *Cotter v. Eighth Jud. Dist. Ct. in & for Cnty. of Clark*, 134 Nev. 247, 250, 416 P.3d 228, 232 (2018). See, e.g.,
24 *United States v. Gonzalez*, 669 F.3d 974, 978 (9th Cir. 2012); *In re Grand Jury Subpoenas*, 902 F.2d 244, 249 (4th
25 Cir. 1990); *Castle v. Sangamo Weston, Inc.*, 744 F.2d 1464, 1466 (11th Cir. 1984); *Am. Tel. & Tel. Co.*, 642 F.2d at
26 1299.

27 ¹² *Id.*, Citing *Wynn Resorts*, 133 Nev. —, 399 P.3d at 349.

1 On October 2, 2026, at 4:59 pm, NV Energy filed its emergency motion. Parties such as
2 Google were allowed to respond to that motion by 2:00 pm, the next business day, October 5, 2026,
3 with NV Energy filing its response at 4:00 pm and the Presiding Officer issuing its order at 4:58
4 pm that same day. NV Energy created its own emergency by waiting until the last minute to
5 request confidential information from the parties.

6 NV Energy could have followed the traditional process by seeking a protective agreement
7 and asking parties for copies of the confidential information when it saw Staff's testimony. Rather,
8 they waited until it created an emergency to force the issue. NV Energy has not acted in good faith
9 and was able to manipulate the Presiding Officer into granting it (1) the right to receive confidential
10 information without a protective order in violation of the regulations, and (2) the right to receive
11 information that is commercially sensitive and privileged that would otherwise be withheld, by
12 mischaracterizing the substance of this DR as information NV Energy already possess. NV
13 Energy's "emergency" was the result of its own making and it prejudiced Google and other co-
14 parties discussed Staff's confidential DR 316.

15 **CONCLUSION**

16 Google requests that the Commission overrule the Presiding Officer's order regarding the
17 confidential information in this case. Google asks that the Commission further find that Google
18 has the right to withhold confidential information that is commercially sensitive and privileged,
19 even with a protective agreement. Google is not asking for special treatment in this docket, rather
20 it is asking the Commission to hold NV Energy to same regulations, laws and standard practice that
21 all other parties are obligated to comply with in Dockets before the Commission.

22 DATED this 6th day of October, 2026.

23 PARSONS BEHLE & LATIMER

24 /s/ Justina A. Caviglia

25 Justina A. Caviglia

26 Nevada Bar No. 9999

27 50 West Liberty Street, Suite 750

28 Reno, Nevada 89501

Telephone: 775.323.1601

jcaviglia@parsonsbehle.com

Attachment 1

1
2 **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**
3

4 Joint Application of Nevada Power Company
5 d/b/a NV Energy and Sierra Pacific Power
6 Company d/b/a NV Energy for approval of
7 their 2027-2029 Integrated Resource Plan,
2027-2029 Action Plan and 2027-2029
Energy Supply Plan

Docket No. 26-05007

8
9 **PROTECTIVE AGREEMENT**

10 WHEREAS, Google LLC (“Google”) has submitted testimony and responses to data
11 requests from Sierra Pacific Power Company, d/b/a NV Energy and Nevada Power Company
12 (NV Energy), Regulatory Operation Staff of the Public Utilities Commission of Nevada
13 (“Staff”) and Bureau of Consumer Protection (“BCP”) in Docket No. 26-05007; and

14 WHEREAS, Google claims that some portion of the information requested is
15 confidential, proprietary and/or privileged in nature; and

16 WHEREAS NV Energy has requested access to this confidential information; and

17 WHEREAS, pursuant to NAC §703.527 and NAC §703.680, this Protective Agreement
18 is being executed in order to expedite acquisition of the information by NV Energy and to
19 establish the parameters for use, treatment and maintenance of such information or material.

20 NOW, THEREFORE, the Google and NV Energy (collectively “the Parties”) hereby
21 agree as follows:

22 1. Google shall provide the information requested by NV Energy, which Google
23 claims to be confidential unless the information is proprietary information, privileged
24 information, or information that Google believes, in their sole discretion, the release of which
25 could place Google at a competitive disadvantage. Google shall not provide propriety
26 information, privileged information, information that could place Google at a competitive
27 disadvantage, or information protected by an agreement with a third-party. For the purpose of
28 this Protective Agreement, said confidential information shall include any information that is

1 claimed to be "confidential" by Google or is designated as confidential by the Commission. NV
2 Energy shall not disclose any information furnished by Google that Google has designated as
3 confidential pursuant to the terms of this Protective Agreement, except as disclosure of such
4 information by NV Energy is expressly provided herein.

5 2. All documents, information and data furnished subject to the terms of this
6 Protective Agreement shall be clearly stamped "Confidential" and shall hereinafter be referred
7 to as "Protected Materials." All Protected Materials shall be accepted, maintained and utilized
8 in conformance with the provisions of NAC §703.5274 and the terms of this Protective
9 Agreement. Protected Materials shall also include any handwritten notes, summaries,
10 compilations or computer or other electronic files which summarize all or portions of the
11 Protected Materials or otherwise disclose the substance of such materials.

12 3. It is specifically agreed and understood that Protected Materials shall not include
13 any information or documents contained in the public files of the Commission or any other
14 federal or state court, tribunal, regulatory agency or other legal entity of competent jurisdiction.
15 Nor shall it include any documents or information which at any prior time has been publicly
16 disclosed by Google or any other party who was in lawful possession of such material without
17 the benefit of a written confidentiality agreement or other protective agreement or device.

18 4. NV Energy shall not be deemed, by reason of this Protective Agreement, to have
19 waived the opportunity to argue before the Commission, or any other appropriate body, that any
20 Protected Materials are not confidential. However, it is specifically agreed that unless otherwise
21 agreed by the Parties or ordered by the Commission, all documents and other discovery materials
22 or portions thereof that have been designated as Protected Materials by Google pursuant to the
23 terms of this Protective Agreement shall only be used in accordance with the terms of this
24 Protective Agreement and the applicable law.

25 5. Protected Materials shall only be disclosed to and used by NV Energy, counsel
26 of record for NV Energy, and NV Energy's technical experts and consultants retained for
27 purposes of this docket. Each such counsel, expert or consultant shall review and abide by the
28 terms of this Protective Agreement. Outside counsel or consultants retained by NV Energy to

1 assist in this docket may be provided access to password protected electronic material for the
2 purpose of the instant docket only. In the event NV Energy uses outside counsel or consultants
3 to assist it in this docket, such outside counsel or consultants shall evidence their agreement to
4 the terms of this Protective Agreement in writing, and such written agreement shall be promptly
5 provided to Google before NV Energy grants access to any Protected Materials.

6 6. Such Protected Materials shall not be included in any public files or records of
7 NV Energy or any of its counsel, consultants or experts, whether in print or electronic format.
8 Protected material shall not be photocopied or otherwise duplicated unless agreed to by Google
9 in advance. Any photocopies or duplicates that are authorized shall be marked confidential and
10 shall be copied onto pink colored paper and shall be retained in a secure location separate from
11 other NV Energy files. NV Energy may file Protected Materials with the Commission pursuant
12 to NAC 703.5274.

13 7. In the event NV Energy (a) is subpoenaed or as a result of other legal obligation
14 or compulsion intends to disclose Protected Materials to any person to whom disclosure is not
15 authorized by this Protective Agreement, (b) wishes to include, use or disclose the substance of
16 Protected Materials in non-confidential testimony or exhibits, or (c) wishes to object to the
17 designation of certain information or materials as Protected Materials, prior to such disclosure
18 or objection NV Energy shall at least ten (10) business days prior to such disclosure notify
19 counsel for the Google in writing and identify with particularity the Protected Material to be
20 used, disclosed, or objected to and the manner and substance of such proposed use, disclosure,
21 or objection.

22 8. If Google objects to such proposed reclassification or disclosure of Protected
23 Materials, Google shall notify NV Energy in writing of Google's position and the reasons
24 therefore within five (5) business days of receipt of the notice described in Paragraph 8 above.
25 Thereafter, NV Energy and Google are unable to resolve the dispute, NV Energy may request a
26 determination from the Commission regarding the manner in which NV Energy should be
27 allowed to utilize such Protected Materials. Such procedure will be in conformity with NAC
28 §703.5282 Should any Protected Materials be identified or become the subject of any public

1 testimony or inquiry at any time during the public hearing phase of this proceeding, the Parties
2 to this Protective Agreement shall immediately seek and obtain a ruling from the Presiding
3 Officer in conformity with NAC §703.5282, as to the status of the specific Protected Materials
4 at issue prior to further public disclosure or additional discussion or examination. Nothing in
5 Section 9 prohibits Google from seeking other relief from the Commission or applicable court.

6 9. By providing documents or information pursuant to this Protective Agreement,
7 Google retains, in all respects, every privilege and claim to confidentiality it heretofore has had
8 and hereafter may have with respect to such documents or information. Such limited provision
9 of the Protected Materials shall not be deemed in any way to constitute either (a) disclosure of
10 the Protected Materials or (b) full or partial waiver of any claim or privilege as to the subject
11 matter of the documents in this or any other proceedings or action. It is expressly understood
12 that Google bears the burden of showing that documents or discovered material or portions
13 thereof are entitled to be protected according to the terms of this Protective Agreement.

14 10. Nothing in this Protective Agreement shall be construed to prevent NV Energy
15 from attempting to obtain through discovery, or in any other judicial or administrative action,
16 any or all of the Protected Materials subject to this Agreement. Nothing in this Agreement shall
17 prevent Google from opposing efforts of NV Energy to obtaining through discovery or any other
18 judicial or administrative action.

19 11. After conclusion of the docket, this Protective Agreement shall continue to be
20 binding upon NV Energy and all persons to whom the Protected Materials have been disclosed
21 or communicated pursuant to this Protective Agreement. Any outside counsel and consultants
22 hired by NV Energy shall destroy or return to Google all copies of any documents, notes,
23 workpapers, computer files, etc. containing any Protected Materials, and NV Energy shall notify
24 Google thereof in writing. Google may request the return of all Protected Materials or a
25 certification from NV Energy that all Protected Material has been returned, permanently erased
26 or destroyed following the conclusion of the Docket.

27 12. This Protective Agreement embodies the full agreement by and between the
28 Parties.

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**SIERRA PACIFIC POWER COMPANY D/B/A NV
ENERGY**

NEVADA POWER COMPANY D/B/A NV ENERGY

Dated: October 6, 2026

By: /s/ Roman Borisov
Roman Borisov
Senior Attorney

Google, LLC

Dated: October 6, 2026

By: /s/ Justina A. Caviglia
Justina A. Caviglia, Esq.

Attachment 2

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company)
d/b/a NV Energy and Sierra Pacific Power)
Company d/b/a NV Energy for approval of) Docket No. 26-05007
their 2027-2046 Triennial Integrated)
Resource Plan and 2027-2029 Energy Supply)
Plan. /

PROTECTIVE AGREEMENT

WHEREAS, Google, LLC (“Google”) has requested information from Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (together the “Company”) associated with the Company’s application in this docket; and

WHEREAS, the Company claims that some portion of the information requested is confidential, proprietary and/or privileged in nature; and

WHEREAS, this Protective Agreement is being executed in order to expedite acquisition of the information by Google and to establish the parameters for use, treatment and maintenance of such information or material.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company shall provide the information requested by Google, which the Company claims to be confidential or proprietary unless the information is customer-specific information or privileged information, or information that the Company believes, in its sole discretion, the release of which could place the Company and its customers at a competitive disadvantage. The Company shall not provide customer-specific information (except for information regarding Google, information that is subject to privilege, information that could place the Company or its customers at a competitive disadvantage, and information protected by an agreement with a third-party. For the purpose of this Protective Agreement, said confidential or proprietary information shall include any information that is designated as “confidential” or “proprietary” by the Company. Google shall not disclose any information furnished by the Company that the Company has designated as confidential pursuant to the terms of this

Protective Agreement, except as disclosure of such information by Google is expressly provided herein.

2. Google shall not be deemed, by reason of this Protective Agreement, to have waived the opportunity to argue before the Public Utilities Commission of Nevada, or any other appropriate body, that any information subject to this agreement withheld by the Company must be disclosed to Google. In the event the Company refuses to provide information it deems to be protected by an agreement with a third-party and Google dispute that refusal, the Company agrees to provide Google the portions of any commercial agreements it contends prevents disclosure of the requested information no later than forty-eight (48) hours before any discovery conference, hearing or other administrative or legal proceeding at which the dispute will be heard. The portions of commercial agreements provided pursuant to this section shall be deemed to be confidential and proprietary and subject to the terms of this Protective Agreement.

3. All documents, information and data furnished subject to the terms of this Protective Agreement shall be clearly stamped "Confidential" or "Proprietary" and shall hereinafter be referred to as "Protected Materials." All Protected Materials shall be accepted, maintained and utilized in conformance with the provisions of NAC §703.5274 and the terms of this Protective Agreement. Protected Materials shall also include any handwritten notes, summaries, compilations or computer or other electronic files which summarize all or portions of the Protected Materials or otherwise disclose the substance of such materials.

4. It is specifically agreed and understood that Protected Materials shall not include any information or documents contained in the public files of the Commission or any other federal or state court, tribunal, regulatory agency or other legal entity of competent jurisdiction. Nor shall it include any documents or information which at any prior time has been publicly disclosed by the Company or any other party who was in lawful possession of such material without the benefit of a written confidentiality agreement or other protective agreement or device.

1 5. Google shall not be deemed, by reason of this Protective Agreement, to have
2 waived the opportunity to argue before the Commission, or any other appropriate body, that any
3 Protected Materials are not confidential or proprietary. However, it is specifically agreed that
4 unless otherwise agreed by the Parties or ordered by the Commission, all documents and other
5 discovery materials or portions thereof that have been designated as Protected Materials by the
6 Company pursuant to the terms of this Protective Agreement shall only be used in accordance
7 with the terms of this Protective Agreement and the applicable law.

8 6. Pursuant to NAC 703.5282(3), Protected Materials shall only be disclosed to and
9 used by counsel of record for Party and Party's technical experts and consultants retained for
10 purposes of this docket and used only for the sole purpose of facilitating Party's participation in
11 this docket. Only the persons identified in Attachment 1 to this Protective Agreement shall have
12 access to confidential information disclosed pursuant to this Protective Agreement and shall
13 evidence their agreement to the terms of this Protective Agreement in writing, and such written
14 agreement shall be promptly provided to the Company before Google is granted access to any
15 Protected Materials. Google's outside counsel, experts or consultants assisting in this docket
16 may be provided access to password protected electronic material for the purpose of the instant
17 docket only. Google's internal employees may serve as experts or consultants for the purpose of
18 this proceeding and may receive Protected Materials if they are identified in Attachment 1 and
19 evidence their agreement to the terms of this Protective Agreement.

20 7. Such Protected Materials shall not be included in any public files or records of
21 Google or any of its counsel, consultants or experts, whether in print or electronic format.
22 Protected material shall not be photocopied or otherwise duplicated unless agreed to by the
23 Company in advance. Any photocopies or duplicates that are authorized shall be marked
24 confidential and shall be copied onto pink colored paper and shall be retained in a secure location
25 separate from other Google files.

26 8. In the event Google (a) is subpoenaed or as a result of other legal obligation or
27 compulsion intends to disclose Protected Materials to any person to whom disclosure is not
28

1 authorized by this Protective Agreement, (b) wishes to include, use or disclose the substance of
2 Protected Materials in non-confidential testimony or exhibits, or (c) wishes to object to the
3 designation of certain information or materials as Protected Materials, at least ten (10) business
4 days prior to such disclosure or objection, Google shall notify counsel for the Company in
5 writing and identify with particularity the Protected Material to be used, disclosed, or objected
6 to and the manner and substance of such proposed use, disclosure, or objection.

7 9. If the Company objects to such proposed reclassification or disclosure of
8 Protected Materials, the Company shall notify Google in writing of the Company's position and
9 the reasons therefore within five (5) business days of receipt of the notice described in Paragraph
10 8 above. Thereafter, if Google and the Company are unable to resolve the dispute, Google may
11 request a determination from the Commission regarding the manner in which Google should be
12 allowed to utilize such Protected Materials. Such procedure will be in conformity with NAC
13 §703.5282. Should any Protected Materials be identified or become the subject of any public
14 testimony or inquiry at any time during the public hearing phase of this proceeding, the Parties
15 to this Protective Agreement shall immediately seek and obtain a ruling from the Presiding
16 Officer in conformity with NAC §703.5282, as to the status of the specific Protected Materials
17 at issue prior to further public disclosure or additional discussion or examination. Nothing in
18 this Section 9 prohibits the Company from seeking other relief from the Commission or
19 applicable court.

20 10. In the event Google, its counsel, or experts knows or reasonably believes that the
21 Protected Materials in Google's possession have been disclosed, accessed, acquired, used, or
22 obtained by any unauthorized person, by any person in an unauthorized manner, or for an
23 unauthorized purpose (a "Security Incident"), Google shall provide the Company written notice
24 of that fact immediately, but in any event no later than 48 hours after discovering the Security
25 Incident. Google, its counsel, and its expert(s), as applicable, shall use best efforts to
26 immediately remedy any Security Incident and prevent any further or recurrent Security Incident
27 in accordance with applicable privacy laws, regulations, and standards. In the event of a Security
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1 Incident, nothing in this Agreement shall prevent the Company from seeking any available
2 equitable or legal relief, including injunctive relief, that may be available from any court.

3 11. By providing documents or information pursuant to this Protective Agreement,
4 the Company retains, in all respects, every privilege and claim to confidentiality it heretofore
5 has had and hereafter may have with respect to such documents or information. Such limited
6 provision of the Protected Materials shall not be deemed in any way to constitute either (a)
7 disclosure of the Protected Materials or (b) full or partial waiver of any claim or privilege as to
8 the subject matter of the documents in this or any other proceedings or action. It is expressly
9 understood that the Company bears the burden of showing that documents or discovered material
10 or portions thereof are entitled to be protected according to the terms of this Protective
11 Agreement.

12 12. Nothing in this Protective Agreement shall be construed to prevent Google from
13 attempting to obtain through discovery, or in any other judicial or administrative action, any or
14 all of the Protected Materials subject to this Agreement. Nothing in this Agreement shall prevent
15 the Company from opposing efforts of Google to obtain through discovery or any other judicial
16 or administrative action any or all of the Protected Materials subject to this Agreement.

17 13. After conclusion of the docket, this Protective Agreement shall continue to be
18 binding upon Google and all persons to whom the Protected Materials have been disclosed or
19 communicated pursuant to this Protective Agreement. Any outside counsel and consultants hired
20 by Google shall destroy or return to Google all copies of any documents, notes, workpapers,
21 computer files, etc. containing any Protected Materials, and Google shall notify the Company
22 thereof in writing. The Company may request the return of all Protected Materials or a
23 certification from Google that all Protected Material has been returned, permanently erased or
24 destroyed following the conclusion of the Docket.

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**NEVADA POWER COMPANY
D/B/A NV ENERGY**

**SIERRA PACIFIC POWER COMPANY
D/B/A NV ENERGY**

Dated: 07/15/2026

By: /s/Roman Borisov
Roman Borisov, Esq.
Senior Attorney

GOOGLE, LLC

Dated: 6/26/2026

By: /s/ Justina A. Caviglia
Justina A. Caviglia

ATTACHMENT 1

Person with Access to Confidential Information

Justina A. Caviglia (Parsons Behle & Latimer) – Outside Counsel for Google, LLC

Dr. Carolyn Berry (Bates White) – Outside Consultant for Google, LLC

Attachment 3

Justina Caviglia

From: Borisov, Roman (NV Energy) <Roman.Borisov@nvenergy.com>
Sent: Monday, June 29, 2026 4:01 PM
To: Justina Caviglia
Subject: Access to Confidential Information - [REDACTED]

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Hi Justina:

As with the 2024 IRP, we are limiting the confidential information disclosure in the 2026 IRP to non-market participants.

Looking at your PA, it appears, on its face, that [REDACTED] serves in a market participant role for [REDACTED]. That would preclude disclosure of most of the confidential information to [REDACTED] in the 2026 IRP. Of course, we would still provide confidential information to you as outside counsel for [REDACTED]. Please let me know if I misunderstand [REDACTED].

Roman Borisov | Senior Attorney
NV Energy
6100 Neil Road | Reno, NV 89511
office: 775.834.3470 | cell: 775.413.9300



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