26-05007

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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 their 2027-2029 Integrated Resource Plan, 2027-2029 Action Plan and 2027-2029 Energy Supply Plan	Docket No. 26-05007

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

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

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

BACKGROUND

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

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

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

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

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

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

[1] See Attachment 1, Protective Agreement with NV Energy, paragraph 1.

History of the Motion

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

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

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

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[2] NV Energy's October 2, 2026, Emergency Motion to Compel ("Motion"), Page 2, lines 9-13.

[3] NV Energy's October 5, 2026, Response ("Response"), Page 2, lines 20-23.

[4] Response, page 2, lines 7-10.

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

LEGAL ARGUMENT

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

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

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

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

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

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

Under traditional terms and conditions of the protective agreements that NV Energy provides parties to execute, NV Energy is able to withhold confidential information that 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."[5] Similar language was included in the protective agreement executed today by NV Energy.[6] Furthermore, in this and other dockets, NV Energy has limited confidential information disclosed to parties they deem market participants, regardless of whether a party has executed a proactive agreement to protect their commercially sensitive information.[7] Under traditional terms and conditions of the protective agreement, the owner of the confidential information is able to designate confidential information that it can withhold from disclosure.

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

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

[6] See Attachment 1, paragraph 1.

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

[8] Motion, Page 2, lines 9-13.

[9] Response, Page 2, lines 20-23.

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

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

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

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[10] See Direct Testimony of Swetha Venkat, Attachment SV-29.

[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., United States v. Gonzalez, 669 F.3d 974, 978 (9th Cir. 2012); In re Grand Jury Subpoenas, 902 F.2d 244, 249 (4th Cir. 1990); Castle v. Sangamo Weston, Inc., 744 F.2d 1464, 1466 (11th Cir. 1984); Am. Tel. & Tel. Co., 642 F.2d at 1299.

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

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

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

CONCLUSION

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

DATED this 6th day of October, 2026.

PARSONS BEHLE & LATIMER

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CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of October, 2026, I caused a true and correct copy of the foregoing document, *GOOGLE LLC'S EMERGENCY APPEAL OF THE OCTOBER 6, 2026, ORDER BY THE PRESIDING OFFICER REGARDING SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY AND NEVADA POWER COMPANY D/B/A NV ENERGY'S MOTION TO COMPEL,* to be served via e-mail to the following:

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Attachment 1

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 their 2027-2029 Integrated Resource Plan, 2027-2029 Action Plan and 2027-2029 Energy Supply Plan	Docket No. 26-05007

PROTECTIVE AGREEMENT

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

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

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

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

NOW, THEREFORE, the Google and NV Energy (collectively "the Parties") hereby agree as follows:

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

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

2. All documents, information and data furnished subject to the terms of this Protective Agreement shall be clearly stamped "Confidential" 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.

3. 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 Google 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.

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

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

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

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

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

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

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

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

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

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

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

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 their 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.	))))) /	Docket No. 26-05007

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.

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

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

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

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

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

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

10. In the event Google, its counsel, or experts knows or reasonably believes that the Protected Materials in Google's possession have been disclosed, accessed, acquired, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose (a "Security Incident"), Google shall provide the Company written notice of that fact immediately, but in any event no later than 48 hours after discovering the Security Incident. Google, its counsel, and its expert(s), as applicable, shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident in accordance with applicable privacy laws, regulations, and standards. In the event of a Security

Incident, nothing in this Agreement shall prevent the Company from seeking any available equitable or legal relief, including injunctive relief, that may be available from any court.

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

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

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

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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