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March 4, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Glen Riddle Station, L.P. v. Sunoco Pipeline L.P.; Docket No. C-2020-3023129

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Response of Glen Riddle Station, L.P., to Motion for Protective Order of Sunoco Pipeline L.P., in the above-referenced matter. If you have any questions with regard to this filing, please do not hesitate to contact me. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Samuel W. Cortes', written over a light blue horizontal line.

Samuel W. Cortes

SWC:jcc
Enclosure

cc: Per Certificate of Service

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California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota
Nevada New Jersey New York North Carolina **Pennsylvania** South Carolina Texas Washington

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET NO. C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

**COMPLAINANT’S RESPONSE TO RESPONDENT’S
MOTION FOR PROTECTIVE ORDER**

Complainant, Glen Riddle Station, L.P. (“GRS”), by and through its undersigned counsel, hereby files this Response to the Motion of Respondent, Sunoco Pipeline, L.P. (“Sunoco”), for Protective Order. Sunoco waived any right to a protective order when it failed to file this Motion within 14 days of service of GRS’s discovery requests on February 9, 2020. 52 Pa. Code § 5.365(c)(4). The Commission has no discretion with respect to this finding of waiver, as discussed below.

Nonetheless, GRS offered to Sunoco as a compromise a protective order that aligns with the Public Utility Commission’s regulations at 52 Pa. Code § 5.365, and 52 Pa. Code §§ 102.1-102.4, and the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6). [See the “GRS Proposed Protective Order,” attached as Exhibit A.] Sunoco’s counsel rejected GRS’s proposal, responding that the regulations “don’t matter.” Counsel for Sunoco explained that Your Honor would issue the protective order that Sunoco proposed (the “Sunoco Proposed Protective Order”) even though it conflicts with governing regulations because that is just how things are done. This type of bullying by a public utility, consistent with the behavior of Sunoco throughout this dispute, is inappropriate. Contrary to

Sunoco's suggestion, the Commission's regulations do in fact matter as they are the sole basis for, and limits of, the Commission's exercise of procedural authority here. Sunoco must be held to these standards.

ANSWER

1. Admitted.
2. Denied. GRS denies this averment because it refers to a writing that speaks for itself. By way of further response, GRS served discovery requests on February 9, 2020 (the "GRS Discovery"). GRS is without knowledge or information sufficient to form a belief regarding the nature of the documents that Sunoco describes as "confidential, proprietary, or Highly Confidential CSI information," and denies this averment on that basis. By way of further response, GRS denies any implication that Sunoco may withhold its responses to the GRS Discovery on this alleged basis. Pursuant to 52 Pa. Code § 5.365(c)(4), a "party claiming the privilege *shall file* a petition for protective order under subsection (a) within 14 days of the date the request for information was received." The use of "shall" in 52 Pa. Code § 5.365(c)(4) renders it a mandatory, non-waivable, statutory obligation. In re Canvass of Absentee Ballots of November 4, 2003 General Election, 843 A.2d 1223, 1231 (Pa. 2004) (holding, the word "shall" in statutes carries an imperative or mandatory meaning). Here, it is undisputed that Sunoco filed its Motion for Protective Order 22 days after it admits that GRS served its discovery. Therefore, with the obvious exception of information protected under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6), Sunoco cannot refuse to respond to GRS's discovery requests based on confidentiality or propriety and the Commission has no discretion to allow it to do so. 52 Pa. Code § 5.365(c)(4).

3. Denied. GRS denies this averment insofar as it refers to a writing that speaks for itself. By way of further response, GRS withdrew the Petition for Interim Emergency Relief that it filed on February 11, 2021, pursuant to an agreement with Sunoco wherein Sunoco agreed to certain terms to resolve the issues set forth in the Petition for Interim Emergency Relief.

4. Denied. GRS denies the averments in this paragraph as referring to a written document that speaks for itself. GRS admits that document attached as Exhibit A to the Motion for Protective Order appears to be an accurate representation of the referenced communication. GRS denies any implication that the referenced exchange relieves Sunoco of its mandatory obligation to file the Motion for Protective Order within the 14 day period required by 52 Pa. Code § 5.365(c)(4).

5. Denied. GRS denies the averments in this paragraph as referring to a written document that speaks for itself. The document attached as Exhibit A of the Motion for Protective Order appears to be an accurate representation of the referenced communication. GRS denies any implication that the referenced exchanged relieves Sunoco of its mandatory obligation to file the Motion for Protective Order within the 14 day period required by 52 Pa. Code § 5.365(c)(4).

6. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. By way of further response, GRS has alleged both in written submissions to the Commission and during the February 26, 2021 Prehearing Conference that Sunoco waived its right to seek a protective order under 52 Pa. Code § 5.365 for the reasons set forth in paragraph 2 above, which are incorporated as though set forth here in full. GRS denies any implication that its reliance on 52 Pa. Code § 5.365(c)(4) is misplaced or that its assertion of Sunoco's failure to comply with 52 Pa. Code § 5.365(c)(4) is incorrect.

7. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. To the extent that a response is required, the averments are specifically denied. Contrary to Sunoco's assertion that GRS's position on waiver is "not supported by fact or law," a finding of waiver is mandated by both. Factually, sending an email requesting GRS's consent to the protective order – an invitation GRS declined to provide – is not the same as or equivalent to the filing of a motion for protective order required by 52 Pa. Code § 5.365(c)(4). Legally, as set forth above, pursuant to 52 Pa. Code § 5.365(c)(4), a "party claiming the privilege *shall file* a petition for protective order under subsection (a) within 14 days of the date the request for information was received." Sunoco filed its Motion for Protective Order 22 days after it admits that GRS served its discovery. The use of "shall" in 52 Pa. Code § 5.365(c)(4) renders the obligation that "shall" characterizes – i.e., the obligation to file a Motion for Protective Order with the Commission - a mandatory, non-waivable, obligation. In re Canvass of Absentee Ballots of November 4, 2003 General Election, 843 A.2d at 1231. Sunoco's obligation here was non-waivable, and it is undisputed that Sunoco failed to perform it.

8. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. As an initial matter, GRS sought only for Sunoco to limit its designations under the Sunoco Proposed Protective Order to reflect its regulatory obligations. By way of further response, on March 1, 2021, GRS sent the GRS Proposed Protective Order to counsel for Sunoco in a good faith effort to reach agreement on a protective order based on the Court's expressed preference for agreement during the February 26, 2021 Prehearing Conference. GRS made it clear that it maintained its position that Sunoco waived the opportunity to obtain a protective order as set forth above, but

that it would consider stipulation to the entry of a protective order if Sunoco agreed to draft a protective order in compliance with governing regulations. Sunoco refused this offer, stating that “the regulations don’t matter.”

Further, although the GRS Proposed Protective Order speaks for itself, it does not “go far beyond the Commission’s norms and regulations,” nor does it create any significant risk that the parties’ information that is actually entitled to protection under the Commission’s regulations will be exposed. Nor is this what counsel for Sunoco expressed during the conference concerning the Proposed Protective Order. As referenced above, Sunoco’s counsel argued simply that the regulations “don’t matter here.”

GRS avers that the Commission’s regulations do matter. GRS’s Proposed Protective Order directly reflects the Commission’s regulations, as opposed to Sunoco’s Proposed Protective Order, which permits Sunoco to mark information as confidential or proprietary information without regard to and, in fact, well beyond the scope of what is permitted by 52 Pa. Code § 5.365, 52 Pa. Code §§ 102.1-102.4, and the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6).

Further, as counsel for GRS explained to counsel for Sunoco on a phone call on March 1, 2021, GRS is not seeking to require that Sunoco *affirmatively demonstrate* compliance with 52 Pa. Code § 5.365 before marking a document “CONFIDENTIAL” (although that is what the regulations require), but rather, GRS requests that Sunoco only mark as “CONFIDENTIAL” “information/materials, only when *they can demonstrate* that the potential harm to Sunoco of providing the information would be substantial and that the harm to the party if the information is disclosed without restriction outweighs the public’s interest in free and open access to the administrative hearing process. [See GRS Proposed Protective Order.] For any document so

designated, the producing party must create a log describing the applicability of the factors set forth in 52 Pa. Code § 5.365(a).” 52 Pa. Code § 5.365 requires a party seeking a protective order to comply with this standard and to address the factors set forth in its subsection (a). Id. As such, it is only appropriate that Sunoco ensure that is only marking as “CONFIDENTIAL” information/documents that meet these standards.

Sunoco, however, apparently insists that it is the “norm” for it not to comply with the Commission’s regulations, because it intends to mark as “CONFIDENTIAL” the following:

all correspondence, documents, data, information, studies, methodologies and other materials, furnished in these proceedings which are believed by the producing party to be of a proprietary or confidential nature.... [Sunoco Proposed Protective Order, ¶ 2.]

...those materials that are customarily treated by that party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that party or its clients to risk of competitive disadvantage or other business injury.... [Id., ¶ 3.]

Under the Sunoco Proposed Protective Order, GRS would be able to challenge whether the “CONFIDENTIAL” designation was being appropriately used, however, the definition of what can be withheld as “CONFIDENTIAL” – including things “believed by the party to be of a proprietary or confidential nature...” and “customarily treated by that party as sensitive...” – are too broad and subjective to the producing party as to render any challenge ineffective. GRS merely asks that the protective order, if any, mirror the governing regulations.

With respect to the “HIGHLY CONFIDENTIAL” designation, GRS requests that this designation be reserved for documents subject to production under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6). Sunoco would like to include “those materials that customarily are treated by that party as sensitive or proprietary...”

Again, this leaves too much discretion on the part of the producing party. [See Sunoco Proposed Protective Order, ¶ 3.]

Sunoco also included language in the Sunoco Proposed Protective Order inappropriate for a protective order with GRS – a non-competitor. By way of example, there should not be any information exchanged in this case that cannot be shared with GRS employees appearing in this case. [Id., ¶ 6.] This is not supported by the regulations and it would highly prejudice GRS’s case by precluding counsel from obtaining the needed input of its client on matters important to its case.

Finally, GRS denies that the Sunoco Proposed Protective Order is a “standard order” or that any “standard order” exists. That a similar order may have been entered in other cases has no legal effect on whether it is entered here, over GRS’s objection.

9. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS denies that the Sunoco Proposed Protective Order “aligns with years of previously implemented protective orders before the Commission...” insofar as every proceeding is unique and whether a similar protective order was or was not used in prior proceedings is legally irrelevant here. The Commission’s regulations do not have a “standard” protective order. GRS denies any assertion that the Sunoco Proposed Protective Order complies with Commission regulations, it does not. GRS incorporates its response to paragraph 8 above as though set forth here in full. Further, GRS denies any implication that it has not made an effort to expeditiously resolve this matter with Sunoco. To the contrary, GRS attempted to resolve this issue on a March 1, 2021 telephone call but was met with the response that the regulations “don’t matter” and that the Sunoco Proposed Protective Order will be entered because it is “standard.”

10. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS denies that it has engaged in any type of “gamesmanship.” To the contrary, GRS seeks compliance with the Commission’s regulations including those set forth in this averment. The GRS Proposed Protective Order simply asks that Sunoco not be permitted to designate beyond what is specifically protected by the Commission’s regulations. Sunoco’s expressed belief that it is above the regulations presumably because it appears so frequently before the Commission is the only “gamesmanship” afoot. Finally, Sunoco’s failure to comply with the requirements of 52 Pa. Code § 5.365(c)(4) is not a “technical procedural defect in formally requesting a protective order.” In re Canvass of Absentee Ballots of November 4, 2003 General Election, 843 A.2d at 1231 (holding, the word “shall” in statutes carries an imperative or mandatory meaning). To the contrary, compliance is *mandatory* and Sunoco should not be permitted to obtain an “exception” because of its purported status as a frequent flyer in this venue. By Sunoco’s rationale, failing to file a complaint within a statute of limitations or failing to timely file an appeal is merely a technical defect. It is not. This just another form of the failed argument that counsel’s negligence excuses the failure to comply with a mandatory filing deadline. It does not. Bass v. Com., 401 A.2d 1133, 1135 (Pa. 1979); see also C.A. v. Dept. of Human Servs., No. 1050 C.D. 2016, No. 2017 WL 727243, at *3 (Pa. Commw. Ct. Feb. 24, 2017) (not released for publication) (explaining that “Counsel’s calendaring entry was a mere administrative oversight that does not justify the extraordinary remedy of *nunc pro tunc* relief”). Neglect does not convert a mistake into a technical defect. Id.

11. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS incorporates its response to paragraph nos. 2 and 8 as though set forth here in full.

12. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS incorporates its response to paragraph nos. 2 and 8 as though set forth here in full. The law set forth in this paragraph is only applicable when the requesting party timely moves for a protective order under 52 Pa. Code § 5.365(c)(4).

13. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS agrees that information falling within the definition of Confidential Security Information under the referenced statute should be so protected.

14. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS incorporates its response to paragraph nos. 2 and 8 as though set forth here in full.

15. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS incorporates its response to paragraph nos. 2 and 8 as though set forth here in full.

16. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS incorporates its response to paragraph nos. 2 and 8 as though set forth here in full.

17. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS

incorporates its response to paragraph nos. 2 and 8 as though set forth here in full. By way of further response, the Sunoco Proposed Protective Order does not balance the interests of the parties, the public, and the Commission because it allows Sunoco to withhold information beyond that which is protected by law.

18. Denied. GRS denies the averments of this paragraph as conclusions of law requiring no response and characterizations of a written document that speaks for itself. GRS incorporates its response to paragraph nos. 2 and 8 as though set forth here in full. By way of further response, the Sunoco Proposed Protective Order does not apply the least restrictive means of limitation that will provide necessary protections from disclosure because it allows Sunoco to withhold information beyond that which is protected by law.

WHEREFORE, GRS respectfully requests that the Commission deny Sunoco's Motion.

Respectfully submitted,

FOX ROTHSCHILD LLP

March 4, 2021

By:



Samuel W. Cortes, Esquire
Attorney ID No. 91494
Attorneys for Complainant

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET NO. C-2020-3023129
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I hereby certify that, on March 4, 2021, I served a true and correct copy of the foregoing Response to Respondent’s Motion for Protective Order, upon the persons listed below and by the methods set forth below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

Email

Thomas J. Sniscak, Esquire
Whitney E. Snyder, Esquire
Kevin J. McKeon, Esquire
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Samuel W. Cortes, Esquire

EXHIBIT A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN RIDDLE STATION, L.P.	:		
	:	Docket Nos.	C-2020-3023129
v.	:		
	:		
SUNOCO PIPELINE L.P.	:		

PROTECTIVE ORDER

Upon consideration of the Motion for Protective Order that was filed by Sunoco Pipeline L.P. on February 16, 2021;

IT IS ORDERED THAT:

1. This Protective Order applies to the following categories of materials referred to collectively as the “Proprietary Information”:

(a) the parties may designate as “CONFIDENTIAL” information/materials for which they can demonstrate that the potential harm to the party of providing the information would be substantial and that the harm to the party if the information is disclosed without restriction outweighs the public’s interest in free and open access to the administrative hearing process. For any document so designated, the producing party must create a log describing the applicability of the factors set forth in 52 Pa. Code § 5.365(a). No documents shall be withheld on the basis of being “CONFIDENTIAL” as set forth in this paragraph.

(b) the parties may designate as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” those materials that are subject to protection under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to 2141.6) and PUC Regulations at 52 Pa. Code §§ 102.1-102.4. Pursuant to the Commission’s rules regarding the handling of Confidential Security Information, no information subject to protection under the Public Utility Confidential Security Information Disclosure Protection Act (35 P.S. §§ 2141.1 to

2141.6) and PUC Regulations at 52 Pa. Code §§ 102.1-102.4 will be provided electronically to the Commission, Administrative Law Judge, Secretary's Bureau, or any other Commission staff, and such information must be filed with the Commission in hard copy only. The parties shall endeavor to limit their designation of information as HIGHLY CONFIDENTIAL PROTECTED MATERIAL. No documents shall be withheld based on being "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" as set forth in this paragraph.

2. Proprietary Information shall be made available to counsel for a party, subject to the terms of this Protective Order. Such counsel shall use or disclose the Proprietary Information only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in these proceedings. To the extent required for participation in these proceedings, counsel for a party may afford access to Proprietary Information subject to the conditions set forth in this Protective Order.

3. Proprietary Information shall be made available to a "Reviewing Representative" who is a person that has signed a Non-Disclosure Certificate attached as Appendix A, and who is:

- (i) An attorney who has entered an appearance in these proceedings for a party;
- (ii) Attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Paragraph 5(i);
- (iii) An expert or an employee of an expert retained by a party for the purpose of advising, preparing for or testifying in these proceedings; or
- (iv) Employees or other representatives of a party appearing in these proceedings.

Provided, further, that in accordance with the provisions of Sections 5.362 and 5.365(e) of the Commission's Rules of Practice and Procedure, 52 Pa. Code §§ 5.362, 5.365(e), any party may, by subsequent objection or motion, seek further protection with respect to HIGHLY CONFIDENTIAL PROTECTED MATERIAL, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular persons or parties.

8. Proprietary Information shall not be used except as necessary for the conduct of these proceedings, nor shall it be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of these proceedings and who needs to know the information in order to carry out that person's responsibilities in these proceedings.

9. Reviewing Representatives may not use information contained in any Proprietary Information obtained through these proceedings to give any party or any competitor or customer or consignee of any party a commercial advantage. In the event that a party wishes to designate as a Reviewing Representative a person not described in Paragraphs 5(i) through 5(iv) or 6(i) through 6(iii) above, the party shall seek agreement from the party providing the Proprietary Information. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 6(iv) above with respect to those materials. If no agreement is reached, the party shall submit the disputed designation to the presiding Administrative Law Judge for resolution.

10. None of the parties waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Proprietary Information.

11. Where only part of data compilations or multi-page documents constitutes or contains information that warrants the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" designation, the parties, insofar as reasonably practicable within discovery and other time constraints imposed in these proceedings, shall designate only the specific data or pages of documents so affected. Proprietary Information shall be served upon the parties hereto only in an envelope separate from the nonproprietary materials, and the envelope shall be conspicuously marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL PROTECTED MATERIAL."

12. The parties will consider and treat the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" as within the exemptions from disclosure

provided in Section 335(d) of the Public Utility Code, 66 Pa. C.S. § 335(d), and the Pennsylvania Right-to-Know Act, 65 P.S. §§ 67.101 *et seq.*, until such time as the information is found not to qualify for the designation. In the event that any person or entity seeks to compel the disclosure of Proprietary Information, the non-producing party shall promptly notify the producing party in order to provide the producing party an opportunity to oppose or limit such disclosure.

13. Any public reference to Proprietary Information by a party or its Reviewing Representatives shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to understand fully the reference and not more. The Proprietary Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

14. Part of any record of these proceedings containing Proprietary Information, including but not limited to all exhibits, writings, testimony, cross examination, argument, and responses to discovery, and including reference thereto as mentioned in Paragraph 13 above, shall be sealed for all purposes, including administrative and judicial review, unless such Proprietary Information is released from the restrictions of this Protective Order, either through the agreement of the parties to this proceeding or pursuant to an order of the Commission.

15. The parties shall retain the right to question or challenge the confidential or proprietary nature of Proprietary Information. If a party challenges the designation of a document or information as proprietary, the party providing the information retains the burden of demonstrating that the designation is appropriate.

16. The parties shall retain the right to question or challenge the admissibility of Proprietary Information; to object to the production of Proprietary Information on any proper ground; and to refuse to produce Proprietary Information pending the adjudication of the objection.

17. Within 30 days after a Commission final order is entered in the above-captioned proceedings, or in the event of appeals, within thirty days after appeals are finally decided, the parties, upon request, shall either destroy or return to the parties all copies of all documents and other materials not entered into the record, including notes, which contain any Proprietary Information. In the event that a party elects to destroy all copies of documents and other materials containing Proprietary Information instead of returning the copies of documents and other materials containing Proprietary Information to the parties, the party shall certify in writing to the other producing party that the Proprietary Information has been destroyed.

Dated: _____

Joel H. Cheskis
Deputy Chief Administrative Law Judge

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P. :
 : Docket Nos. C-2020-3023129
 v. :
 :
 :
 SUNOCO PIPELINE L.P. :

NON-DISCLOSURE CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned is the _____ of _____
(the retaining party). The undersigned has read and understands the Protective Order deals with
the treatment of Proprietary Information, and the undersigned is a (check ONE):

- Reviewing Representative for CONFIDENTIAL information.
- Reviewing Representative for CONFIDENTIAL & HIGHLY CONFIDENTIAL information.

The undersigned agrees to be bound by and comply with the terms and conditions of said Protective Order.

Name

Signature

Address

Employer