

BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

THE WALLA WALLA COUNTRY CLUB,

Complainant,

vs.

PACIFIC POWER & LIGHT COMPANY, a  
division of PACIFICORP,

Respondent.

Docket No. UE-143932

RESPONSES TO PACIFIC POWER'S  
SECOND SET OF DATA REQUESTS TO  
THE WALLA WALLA COUNTRY CLUB

**INTRODUCTION**

The Walla Walla Country Club ("WWCC") responds to this Second Set of Data Requests from Pacific Power & Light Company based upon information known to date and reserves the right to supplement or revise its answers, if necessary.

**RESPONSES AND OBJECTIONS**

19. Please refer to your response to DR 1. State whether you have produced all responsive documents other than those identified in the Privilege Log. If not, identify what was withheld and explain why it was withheld.

**RESPONSE:** To the best of WWCC's knowledge after reasonable inquiry, it has produced all responsive documents other than those identified in the privilege log.

20. Please refer to your response to DR 2. State whether you produced all written agreements between Walla Walla Country Club and CREA within Attachment II. If not, identify what was withheld and explain why it was withheld.

**RESPONSE:** To the best of WWCC's knowledge after reasonable inquiry, it has produced all responsive documents to DR 2.

1  
2 21. Please refer to your response to DR 3 and page 6 of Attachment I. State whether  
3 CREA is responsible for all costs associated with removal and replacement of Pacific  
4 Power's facilities, other than \$9,790.50, which The Walla Walla Country Club may  
5 pay CREA over three years with no interest.

6 **RESPONSE:** WWCC responds that the letter agreement at Page 6 of Attachment I  
7 speaks for itself. By way of further answer, WWCC responds that the letter  
8 agreement at Page 6 of Attachment I was the understanding between the parties. As  
9 facts and circumstances change, the parties upon mutual agreement may modify their  
10 understanding.

11 22. Please refer to your response to DR 4. State whether all responsive documents were  
12 produced, despite the objection. If not, identify what was withheld and explain why  
13 it was withheld.

14 **RESPONSE:** To the best of WWCC's knowledge after reasonable inquiry, it has  
15 produced all responsive documents, despite the objection.

16 23. Please see your response to DR 6. Please produce a diagram of the new parking lot  
17 adjacent to the old clubhouse. Within that diagram, please indicate where the subject  
18 electrical line was "undergrounded from a pole located adjacent to the tennis courts"  
19 and runs under the parking lot.

20 **RESPONSE:** WWCC objects to this Data Request to the extent that Pacific Power is  
21 or should be aware of the location of its facilities on Club property. Notwithstanding  
22 that objection, WWCC incorporates herein its response to DR 7. All documents in  
23 the possession of WWCC as of 1996 were destroyed in the fire that occurred that  
24 year. Produced herewith is a drawing of the current Clubhouse as of 1999, with the  
25 location of the power pole noted and the approximate location of the electrical line  
26 that powers the Clubhouse.

1 24. Please refer to your response to DR 8. Identify (see definition) the Grounds Manager.

2 **RESPONSE:** The Golf Course Superintendent (Groundskeeper) is:

3  
4 Jeff Blanc  
5 1008 Bonsella St.  
6 Walla Walla, WA 99362

7 25. Please see your response to DR 9. Do you contend that all such communications  
8 were in writing and there were no oral communications? Please provide all requested  
9 information regarding any oral communications. Further, state whether you have  
10 produced all responsive documents despite the objections. If not, identify what was  
11 withheld and explain why it was withheld.

12 **RESPONSE:** There were oral communications. However, WWCC and its  
13 representatives did not maintain a communications log or other written narrative to  
14 permit it to detail the substance of the oral communications and the dates they took  
15 place. By way of further response, WWCC responds that it has produced all  
16 documents known to it that are responsive to DR 9, despite the objections, and the  
17 content of any oral communications would have been effectively conveyed in the  
18 written documentation produced.

19 26. Please see your response to DR 10. State whether all responsive documents were  
20 produced, despite the objections. If not, identify what was withheld and explain why  
21 it was withheld.

22 **RESPONSE:** WWCC responds that it has produced all documents known to it that  
23 are responsive to DR 9, despite the objections.

24 27. Please see your response to DR 11. Do you contend that all such communications  
25 were in writing and there were no oral communications? Please provide all requested  
26 information regarding any oral communications. Further, state whether you have  
produced all responsive documents despite the objections. If not, identify what was

1 withheld and explain why it was withheld.

2 **RESPONSE:** There were oral communications. However, WWCC and its  
3 representatives did not maintain a communications log or other written narrative to  
4 permit it to detail the substance of the oral communications and the dates they took  
5 place. By way of further response, WWCC responds that it has produced all  
6 documents known to it that are responsive to DR 11, despite the objections, and the  
7 content of any oral communications would have been effectively conveyed in the  
8 written documentation produced.

9 28. Please see your response to DR 12. State whether all responsive documents were  
10 produced, despite the objections. If not, identify what was withheld and explain why  
11 it was withheld.

12 **RESPONSE:** WWCC responds that it has produced all documents known to it that  
13 are responsive to DR 12, despite the objections.

14 29. Please see your response to DR 15. If there is any reason why you have not  
15 previously secured disconnection of service by Pacific Power, by simply tendering  
16 the amount of the January 25, 2013 Removal Estimate and thereafter contesting the  
17 amount as an overcharge before the Commission, other than the direction of your  
18 attorney who also represents CREA, please set forth each reason.

19 **RESPONSE:** WWCC objects to DR 29 on the ground that it is duplicative of DR 15  
20 and is, therefore unduly burdensome. WWCC incorporates its response to DR 15  
21 herein. By way of further answer, and without waiving its objections, WWCC  
22 responds that the amount proposed in the January 25, 2013, Removal Estimate were  
23 exorbitant, unnecessary and contrary to the Net Removal Tariff.

24 30. Please see your response to DR 16. Is it accurate to state that CREA is paying the  
25 combined legal fees of three different law firms to represent The Walla Walla  
26 Country Club in this proceeding before the Commission?

1       **RESPONSE:** WWCC objects to this request as an attempt to obtain confidential  
2 written communications, which are protected by the attorney-client privilege as set  
3 forth in RCW 5.60.060. WWCC further objects to this request because: it seeks  
4 information that (1) is not relevant to the issues set forth in this proceeding nor will it  
5 lead to the production of information that is relevant and (2) is intended to harass and  
6 cause unnecessary or needless increase in the cost of this litigation as the existence of  
7 agreements between the WWCC and CREA do not affect the operation of Rule 6 or  
8 Respondent's conduct in this matter. Without waiving said objection, WWCC states  
9 that the Joint Representation Agreement speaks for itself.

10   31. Please refer to your response to DR 18. You state that certain responsive documents  
11 are protected by the attorney-client privilege. Please identify all such documents in  
12 an updated Privilege Log.

13       **RESPONSE:** WWCC reasserts its response to DR 18. Without waiving said  
14 objections, WWCC states that it has identified all such known documents in the  
15 Privilege Log.

16   32. Please refer to Attachment II, pages 84-88. State the month and day in 2013 when  
17 the Agreement was executed by each individual signator.

18       **RESPONSE:** The Agreement was signed on or about June 21, 2013.

19   33. Please refer to Attachment II, pages 84-88. Please describe in detail the “common  
20 interest” shared by CREA and The Walla Walla Country Club as identified in the  
21 Agreement.

22       **RESPONSE:** WWCC objects to this Data Request as an attempt to discover  
23 confidential written communications, which are protected by the attorney-client  
24 privilege as set forth in RCW 5.60.060. WWCC further objects to this Data Request  
25 on the ground that it seeks to discover information that (1) is not relevant to the issues  
26 in this proceeding, nor will it lead to the discovery or production of information that

1 is relevant, and (2) is intended to harass and cause unnecessary or to needlessly  
2 increase the cost of this litigation. Without waiving said objections, WWCC  
3 responds that the document speaks for itself and is subject to further interpretation by  
4 the parties as the need arises.

- 5 34. The authorities cited in your Joint Representation Agreement were all decided in the  
6 context of criminal prosecutions. Set forth any authority you have for your  
7 contention that your communications with CREA and its counsel Witherspoon,  
8 Kelley, Davenport & Toole P.S. after the date the Joint Representation Agreement  
9 was executed by all the signators are protected from disclosure under the attorney-  
10 client privilege.

11 **RESPONSE:** WWCC objects to this Data Request on the ground that it seeks  
12 to discover information that (1) is not relevant to the issues in this proceeding, nor  
13 will it lead to the discovery or production of information that is relevant, and (2) is  
14 intended to harass and cause unnecessary or to needlessly increase the cost of this  
15 litigation. WWCC further objects to this Data Request on the ground that it seeks a  
16 legal conclusion and is outside the scope of permissible discovery in this matter.

- 17 35. Please refer to Attachment I, page 44. Scott Peters of CREA states that “our attorney  
18 has spoken to Tom....” Who is the individual referred to as CREA’s attorney?

19 **RESPONSE:** WWCC objects to this Data Request on the ground that it seeks to  
20 discover information that (1) is not relevant to the issues in this proceeding, nor will it  
21 lead to the discovery or production of information that is relevant, and (2) is intended  
22 to harass and cause unnecessary or to needlessly increase the cost of this litigation.

23 Without waiving said objection, WWCC responds that it is likely Scott Peters of  
24 CREA was referring to Stanley M. Schwartz, who on behalf of Witherspoon Kelley,  
25 is general counsel to CREA.

- 26 36. Please refer to Attachment I, page 14. A representative of The Walla Walla Country

1 Club is communicating with a representative of CREA and effectively waiving  
2 attorney-client privilege by advising what The Walla Walla Country Club's attorney  
3 stated regarding some topic. Please state the basis, if any, upon which you contend  
4 this was not a waiver of the attorney-client privilege.

5 **RESPONSE:** WWCC objects to this Data Request on the ground that it seeks to  
6 discover information that (1) is not relevant to the issues in this proceeding, nor will it  
7 lead to the discovery or production of information that is relevant, and (2) is intended  
8 to harass and cause unnecessary or to needlessly increase the cost of this litigation.  
9 Further, WWCC objects to this Data Request on the ground that it seeks to elicit a  
10 legal conclusion and is outside the scope of permissible discovery.

11 37. Please produce all minutes of Walla Walla Country Club board meetings, during  
12 which electric service, Pacific Power or CREA was addressed in any way.

13 **RESPONSE:** Meeting minutes are produced herewith. All such minutes are marked  
14 "Confidential" and are subject to the Protective Order issued in this case. Moreover  
15 portions of the minutes unrelated to discussion of electrical service, Pacific Power  
16 and/or CREA have been redacted.

17 38. Please identify the current Walla Walla Country Club board members.

18 **RESPONSE:** A list of current WWCC Board members is produced herewith.

19 39. Please identify the Walla Walla Country Club board members as of the third quarter  
20 of 2012.

21 **RESPONSE:** A list of 2012 WWCC Board members is produced herewith.

22 40. Please refer to Attachment II, page 70, of your responses to Pacific Power's First Set  
23 of Data Requests and identify the "Facilities" which have been or will be constructed  
24 on The Walla Walla Country Club property by CREA.

25 **RESPONSE:** WWCC objects to this request because: it (1) is not relevant to the  
26 issues set forth in this proceeding nor will it lead to the production of information that

1 is relevant and (2) is intended to harass and cause unnecessary or needless increase in  
2 the cost of this litigation. The question of the facilities that have been or will be  
3 constructed on the WWCC property by CREA do not affect the operation of Rule 6  
4 or Respondent's conduct in this matter.

5 41. Does your Electric Service Agreement with CREA include an obligation for CREA to  
6 install conduit on your property, through which it has or will run wires necessary for  
7 provision of electric service?

8 **RESPONSE:** WWCC objects to this request because the question whether CREA  
9 will install conduit on WWCC property (1) is not relevant to the issues set forth in  
10 this proceeding nor will it lead to the production of information that is relevant and  
11 (2) is intended to harass and cause unnecessary or needless increase in the cost of this  
12 litigation. The question of conduit installation on the WWCC property by CREA  
13 does not affect the operation of Rule 6 or Respondent's conduct in this matter. By  
14 way of further answer, WWCC responds that the Electric Service Agreement speaks  
15 for itself.

16 42. Based on the terms of your Electric Service Agreement with CREA, it appears that  
17 CREA is entirely responsible for the cost of installing facilities on your property.  
18 Specifically, it appears the anticipated construction costs total \$318,732.50. Has any  
19 representative of The Walla Walla Country Club communicated with any  
20 representative of CREA regarding how CREA will fund the installation of facilities  
21 on your property? If so, set forth:

- 22 a. The individuals who participated in each communication;
- 23 b. The date of each communication;
- 24 c. The particular substance of each communication; and
- 25 d. Whether each communication was in any way memorialized in written

26 form and, if so, identify the document.



1       **RESPONSE:** WWCC objects to this request because the question whether there  
2       have been communications with CREA regarding funding of the installation of  
3       facilities on WWCC property are (1) not relevant to the issues set forth in this  
4       proceeding nor will it lead to the production of information that is relevant and (2)  
5       intended to harass and cause unnecessary or needless increase in the cost of this  
6       litigation. The question of funding of facilities on the WWCC property by CREA  
7       does not affect the operation of Rule 6 or Respondent's conduct in this matter. By  
8       way of further answer, WWCC responds that the Electric Service Agreement speaks  
9       for itself.

10   43.   Do you have any reason to believe that existing CREA members are required to share  
11       the cost of installing facilities on the property of a new member, such as The Walla  
12       Walla Country Club, through some form of assessment?

13       **RESPONSE:** WWCC objects to this request because the question whether sharing  
14       the cost of facilities installed on the property of a new member, (1) is not relevant to  
15       the issues set forth in this proceeding nor will it lead to the production of information  
16       that is relevant and (2) is intended to harass and cause unnecessary or needless  
17       increase in the cost of this litigation. The question of sharing the cost of facilities on  
18       the WWCC property by CREA does not affect the operation of Rule 6 or  
19       Respondent's conduct in this matter. By way of further answer, WWCC responds  
20       that it is not aware of and has no knowledge of whether CREA requires its members  
21       to share the cost of installing facilities on the property of a new member.

22   44.   Are you now a member of CREA?

23       **RESPONSE:** No.

24   45.   If installation of facilities on the property of a new member, such as The Walla Walla  
25       Country Club, is not entirely financed through assessments to existing members, does  
26       CREA rely upon subsidies and/or no interest loans from the federal government for

1 that purpose?

2 **RESPONSE:** WWCC objects to this request because the question of  
3 financing the cost of new facilities of a new member, (1) is not relevant to the issues  
4 set forth in this proceeding nor will it lead to the production of information that is  
5 relevant and (2) is intended to harass and cause unnecessary or needless increase in  
6 the cost of this litigation. The question of financing the cost of facilities on the  
7 WWCC property by CREA does not affect the operation of Rule 6 or Respondent's  
8 conduct in this matter. By way of further answer, WWCC responds that it is not  
9 aware of and has no knowledge of the practices of CREA and whether it relies on  
10 subsidies and/or no interest loans from the federal government.

11  
12 Dated this 25<sup>th</sup> day of June, 2015.

13  
14 MINICK•HAYNER

15  
16   
17 DAVID S. GROSSMAN  
18 grossman@minnickhayner.com  
19 *Attorney for Complainant*

CERTIFICATE OF SERVICE

I hereby certify that I have this day served RESPONSES TO PACIFIC POWER'S  
SECOND SET OF DATA REQUESTS TO THE WALLA WALLA COUNTRY CLUB  
upon all parties of record in this proceeding listed below, by electronic mail only:

Stanley M. Schwartz  
Matthew W. Daley  
Witherspoon Kelley  
422 W. Riverside Ave., Ste. 1100  
Spokane, WA 99201  
E-Mail: [sms@witherspoonkelley.com](mailto:sms@witherspoonkelley.com)  
[mwd@witherspoonkelley.com](mailto:mwd@witherspoonkelley.com)

Melinda J. Davison  
Jesse E. Cowell  
Davison Van Cleve, P.C.  
333 S.W. Taylor, Ste. 400  
Portland, OR 97204  
E-Mail: [mjd@dvclaw.com](mailto:mjd@dvclaw.com)  
[jec@dvclaw.com](mailto:jec@dvclaw.com)

Sally Brown  
Assistant Attorney general  
Email: [sbrown@UTC.WA.gov](mailto:sbrown@UTC.WA.gov)  
[kgross@utc.wa.gov](mailto:kgross@utc.wa.gov)

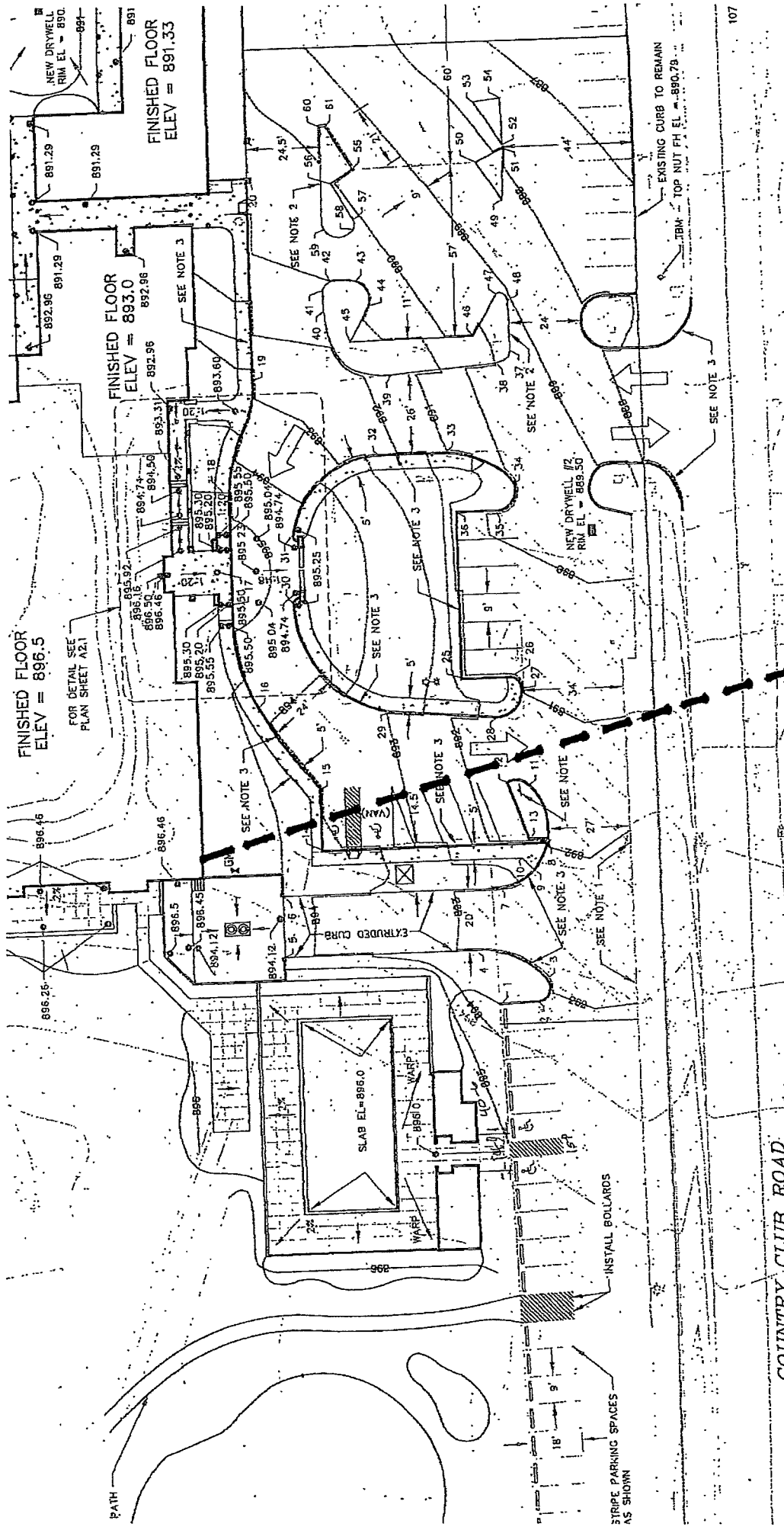
Michelle Mishoe  
Senior Counsel  
Pacific Power & Light Company  
825 NE Multnomah, Suite 1800  
Portland OR 97232  
[Michelle.michoe@pacificcorp.com](mailto:Michelle.michoe@pacificcorp.com)

Troy Greenfield  
Claire L. Rootjes  
Schwabe, Williamson & Wyatt, P.C.  
1420 5<sup>th</sup> Ave., suite 3400  
Seattle, WA 98101-4010  
[tgreenfield@schwabe.com](mailto:tgreenfield@schwabe.com)  
[crootjes@schwabe.com](mailto:crootjes@schwabe.com)

Dated: June 25, 2015

  
\_\_\_\_\_  
David S. Grossman

# DATA REQUEST 23



*underground conduit feeding power* →

*power pole that feeds the underground power to the clubhouse*

**GENERAL NOTES**

1. SEE LANDSCAPE DRAWINGS FOR LOCATION OF SLEEVES FOR IRRIGATION AND LIGHTING. SLEEVES ARE UNDER THIS CONTRACT.

**KEYED NOTES**

1. STEP THE NEW ACP AS REQUIRED TO MATCH THE STEP IN THE CART STORAGE FOUNDATION.
2. REGRADE, PAVE, AND RESET CURBS, STRIPES, LIGHT STANDARDS AND LANDSCAPING TO EXISTING CONFIGURATION.

**SITE GRADING AND PAVING PLAN**

SCALE: 1" = 30'

*We don't have drawing of the original 1923 Clubhouse that was destroyed by fire in 1996. This is a drawing of the current Clubhouse of 1998 that received its power from the same power pole across the street by the tennis courts.*

*REK*

# DATA REQUEST 38-39

## Walla Walla Country Club Board of Directors

### 2015:

President: Don Harwood	1405 South Division Walla Walla, WA 99362
Vice-President: Bill Fleenor	725 Country Club Road Walla Walla, WA 99362
Secretary/Treasurer: John Patterson	12 E. Chestnut Walla Walla, WA 99362
Director: Christie Klundt	211 Newtown Rd Walla Walla, WA 99362
Director: Annette Bergevin	P.O. BOX 298 Walla Walla, WA 99362
Director: Tim Larkin	318 Newell Street Walla Walla, WA 99362
Director: Jim Wilson	2237 Crosshaven Dr. Walla Walla, WA 99362
Director: Jim Abajian	1261 Country Club Rd. Walla Walla, WA 99362
Director: Greg Pepin	2495 Country Club Road Walla Walla, WA 99362
Director: Ronnie Smith	1285 Southview Dr. Walla Walla, WA 99362

### 2012:

President: Gary Hanson	1391 Country Club Road Walla Walla, WA 99362
Vice-President: Don Hamlin	1810 Fairway Drive Walla Walla, WA 99362
Secretary/Treasurer: John Patterson	12 E. Chestnut Walla Walla, WA 99362
Director: Bill Gray	452 Mill Creek Rd. Walla Walla, WA 99362
Director: Lyle Hansen	1009 SE Harvest Dr. Walla Walla, WA 99362
Director: Jim Abajian	1261 Country Club Rd. Walla Walla, WA 99362
Director: Carol Votendahl	2455 Fairfield Dr Walla Walla, WA 99362
Director: Perry Camp	1881 Fairway DR Walla Walla, WA 99362
Director: Dick Gray	1225 Lancer Drive Walla Walla, WA 99362
Director: Gregg Loney	2200 Plaza Way #502 Walla Walla, WA 99362