

BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

THE WALLA WALLA COUNTRY CLUB,

Complainant,

vs.

PACIFIC POWER & LIGHT COMPANY, a  
division of PACIFICORP,

Respondent.

Docket UE-143932

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

**INTRODUCTION**

The Walla Walla Country Club ("WWCC") responds to this First 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**

1. Please provide copies of all written communications with representatives of Columbia Rural Electric Association ("CREA"), including but not limited to its employees and legal counsel. For the purpose of this data request, CREA's legal counsel includes but is not limited to Stanley Schwartz and the law firm of Witherspoon Kelley, at all times prior to engagement of Mr. Schwartz and/or his law firm as counsel for the Walla Walla Country Club.

**RESPONSE:** WWCC objects to this request as an attempt to obtain written communications, which are protected by the attorney-client privilege as set forth in RCW 5.60.060, and to obtain information protected by the work-product doctrine. WWCC also objects to this request because it is not relevant to the issues set forth in

1 this proceeding nor will it lead to the production of information that is relevant. .  
2 WWCC further objects to this request as being overly broad and unduly burdensome  
3 in that it does not specify a time framework for the requested communications.

4 Without waiving said objections, and subject to the claim of privilege set forth  
5 in the Privilege Log produced herewith, copies of written communications with  
6 representatives of CREA are contained in Attachment 1.

- 7 2. Please provide copies of all contracts and other forms of written agreements between  
8 Walla Walla Country Club and CREA.

9 **RESPONSE:** WWCC objects to this request because it is not relevant to the  
10 issues set forth in this proceeding nor will it lead to the production of information that  
11 is relevant. Further, this data request is intended to harass and cause unnecessary or  
12 needless increase in the cost of this litigation. The existence of agreements between  
13 the WWCC and CREA do not affect the operation of Rule 6 or Respondent's conduct  
14 in this matter.

15 Without waiving said objections, copies of written agreements are contained  
16 in Attachment 2.

- 17 3. As between Walla Walla Country Club and CREA, which entity is responsible for  
18 any costs associated with any removal and replacement of Pacific Power's facilities.

19 **RESPONSE:** WWCC objects to this request because it is not relevant to the  
20 issues set forth in this proceeding nor will it lead to the production of information that  
21 is relevant. Further, this data request is intended to harass and cause unnecessary or  
22 needless increase in the cost of this litigation. The existence of agreements between  
23 the WWCC and CREA do not affect the operation of Rule 6 or Respondent's conduct  
24 in this matter.

25 Without waiving said objections, the cost to remove Pacific Power's facilities  
26 would be divided between the WWCC and CREA.

1 4. Please produce all documents in any way relating to responsibility for any costs  
2 associated with any removal and replacement of Pacific Power's facilities on Walla  
3 Walla Country Club's property.

4 **RESPONSE:** WWCC objects to this request because it is not relevant to the  
5 issues set forth in this proceeding nor will it lead to the production of information that  
6 is relevant. Further, this data request is intended to harass and cause unnecessary or  
7 needless increase in the cost of this litigation. The allocation of costs between the  
8 WWCC and CREA do not affect the operation of Rule 6 or Respondent's conduct in  
9 this matter.

10 Without waiving said objection, see documents produced in Attachment 1,  
11 specifically documents Bates stamped 6-8, 15, 37, 43, 49, 51-52, and 55-57, and to  
12 Bates stamped 87 of Attachment II.

13 5. If a representative of CREA has ever stated to you that CREA has previously or will  
14 in the future be responsible for costs charged by Pacific Power, to a current or  
15 prospective customer of CREA, for removal of Pacific Power's facilities, set forth the  
16 following:

- 17 a. The individuals who participated in each communication;
- 18 b. The date of each communication;
- 19 c. The particular substance of each communication; and
- 20 d. Whether each communication was in any way memorialized in written  
21 form and, if so, identify the document.

22 **RESPONSE:** WWCC objects to this request because it is not relevant to the  
23 issues set forth in this proceeding nor will it lead to the production of information that  
24 is relevant. Further, this data request is intended to harass and cause unnecessary or  
25 needless increase in the cost of this litigation. The allocation of costs between the  
26 WWCC and CREA do not affect the operation of Rule 6 or Respondent's conduct in

1 this matter.

2 Without waiving the above objection, WWCC responds as follows.

3 a. Scott Peters stated CREA would assume responsibility for some of the  
4 removal costs Pacific Power charged the WWCC.

5 b. See documents identified and produced in response to Request No. 4.

6 c. See documents identified and produced in response to Request No. 4.

7 d. See documents identified and produced in response to Request No. 4.

8 6. Please describe, with particularity, the “certain improvements” the Walla Walla  
9 Country Club made in or around October 1987, as alleged in paragraph 9 of the  
10 Complaint.

11 **RESPONSE:** The improvements related to a new parking lot adjacent to the  
12 old Clubhouse. An electric line was undergrounded from a pole located adjacent to  
13 the tennis courts. Although Jeff Thomas, the current manager of the Country Club  
14 was employed by the Club at the time, he held a different position and does not  
15 recollect the details regarding the improvements.

16 7. Please produce all documents relating to the improvements identified in response to  
17 DR 6.

18 **RESPONSE:** No documents exist. The old Clubhouse was destroyed in a  
19 fire in 1996 and all documents related to the improvements, as well as other  
20 documents, were destroyed in the fire.

21 8. Please identify the representative of CREA who first contacted the Walla Walla  
22 Country Club, in an effort to have Walla Walla Country Club discontinue its service  
23 with Pacific Power.

24 **RESPONSE:** WWCC objects to this data request as an improper  
25 characterization of the contact between WWCC and CREA. Further, WWCC objects  
26 to this request because it is not relevant to the issues set forth in this proceeding nor

1 will it lead to the production of information that is relevant.

2 Without waiving said objection, it is believed that the WWCC Grounds  
3 Manager made contact with a CREA Foreman and asked for information from CREA  
4 to determine if the WWCC could save money on its electric services. Thereafter,  
5 Scott Peters made contact with Country Club Manager Jeff Thomas and was invited  
6 to appear before the Board of Directors of the WWCC to discuss CREA's provision  
7 of electric services.

8 9. With regard to every communication between a representative of the Walla Walla  
9 Country Club and a representative of CREA, in any way regarding removal or  
10 possible use of Pacific Power facilities on the Walla Walla Country Club's property,  
11 please set forth the following:

- 12 a. The identities of the individuals who participated in the  
13 communication;
- 14 b. The date of the communication;
- 15 c. The particular substance of the communication; and
- 16 d. Whether the communication was in any way memorialized in written  
17 form and, if so, identify that document.

18 **RESPONSE:** WWCC objects to this request because it is not relevant to the  
19 issues set forth in this proceeding nor will it lead to the production of information that  
20 is relevant. Further, this data request is intended to harass and cause unnecessary or  
21 needless increase in the cost of this litigation.

22 Without waiving said objections, Jeff Thomas communicated with Scott  
23 Peters and Dave Reller concerning the future use of the WWCC conduit by CREA  
24 upon the assumption that the conduit would remain on the property of the WWCC.  
25 The communications occurred sometime between December 2012 and May 2013.  
26 See documents produced in Attachment 1.

1 10. Please produce all documents identified in response to DR 7d.

2 **RESPONSE:** Request 7 does not have a subsection (d). Assuming the  
3 Company meant DR 9d, the objections set forth in DR 9 are reasserted. Without  
4 waiving said objections, see documents produced in Attachment 1.

5 11. If any representative of CREA has ever stated a desire, intent or plan to run CREA  
6 wires through the underground conduit which is the subject of your Complaint, please  
7 set forth the following:

8 a. The identities of the individuals who participated in the  
9 communication;

10 b. The date of the communication;

11 c. The particular substance of the communication; and

12 d. Whether the communication was in any way memorialized in written  
13 form and, if so, identify that document.

14 **RESPONSE:** WWCC objects to this request because it is not relevant to the  
15 issues set forth in this proceeding nor will it lead to the production of information that  
16 is relevant. Further, this data request is intended to harass and cause unnecessary or  
17 needless increase in the cost of this litigation.

18 Without waiving said objections, see documents produced in Attachment 1.

19 12. Please produce all documents identified in response to DR 11d.

20 **RESPONSE:** The objections set forth in DR 11 are reasserted. Without waiving  
21 said objections, see Attachment 1.

22 13. Please refer to paragraph 16 of your Complaint. With regard to the referenced runs of  
23 conduit and attendant vault, please set forth all costs associated with the referenced  
24 installation.

25 **RESPONSE:** The Complainant repeats and incorporates herein it's response  
26 to DR 7.

1 14. Please produce all documents relating to the installation of runs of conduit and the  
2 attendant vault, as described in paragraph 16 of your Complaint.

3 **RESPONSE:** The Complainant repeats and incorporates herein it's response  
4 to DR 7.

5 15. Please state why you have not previously secured disconnection of service by Pacific  
6 Power, by simply tendering the amount of the January 25, 2013 Removal Estimate  
7 and thereafter contesting the amount as an overcharge before the Commission.

8 **RESPONSE:** WWCC objects to this request because it is seeking a legal  
9 conclusion. Pacific Power is referred to the matter set forth in the United States  
10 District Court, Eastern District of Washington before the Honorable Lonnie R. Suko,  
11 Case No. CV-13-5101-LRS. WWCC further objects to this request as an attempt to  
12 obtain communications protected by the attorney-client privilege as set forth in RCW  
13 5.60.060. Without waiving said objections, WWCC elected to pursue its available  
14 remedies before the WUTC.

15 16. Please state whether the Walla Walla Country Club is solely responsible for all legal  
16 fees associated with prosecution of the claims set forth in its Complaint, including but  
17 not limited to the fees charged by David S. Grossman of Minnick-Hayner, Stanley M.  
18 Schwartz and Matthew W. Daley of Witherspoon Kelley and Melinda J. Davison and  
19 Jesse E. Cowell of Davison Von Cleve, P.C. If your answer is anything other than an  
20 unequivocal "yes," please identify the entity or entities responsible for the legal fees.

21 **RESPONSE:** WWCC objects to this request as an attempt to obtain written  
22 communications, which are protected by the attorney-client privilege as set forth in  
23 RCW 5.60.060. WWCC further objects to this request because: it is (1) not relevant  
24 to the issues set forth in this proceeding nor will it lead to the production of  
25 information that is relevant and (2) intended to harass and cause unnecessary or  
26 needless increase in the cost of this litigation as the existence of agreements between

1 the WWCC and CREA do not affect the operation of Rule 6 or Respondent's conduct  
2 in this matter.

3 Without waiving said objection, the answer is "no." Legal fees are being paid  
4 by CREA.

- 5 17. Please refer to paragraph 23 of your Complaint and set forth all facts supporting your  
6 contention that removal of the subject facilities is "illegal."

7 **RESPONSE:** : WWCC objects to this request as an attempt to obtain  
8 written communications which are protected by the attorney-client privilege, as set  
9 forth in RCW 5.60.060, and to obtain information protected by the work-product  
10 doctrine. WWCC further objects to this request in that "all facts" is overly broad and  
11 unduly burdensome. Without waiving said objections, WWCC is using the term  
12 "illegal" to mean that Pacific Power is acting contrary to and beyond the authority of  
13 Rule 6, which contains a regulatory requirement concerning the removal of facilities.

- 14 18. Please produce all documents in any way supporting your allegation that removal of  
15 the subject facilities is "illegal."

16 **RESPONSE:** WWCC objects to this data request as unduly burdensome and  
17 is intended to increase the cost of this litigation. WWCC further objects to this  
18 request as an attempt to obtain written communications which are protected by the  
19 attorney-client privilege, as set forth in RCW 5.60.060, and to obtain information  
20 protected by the work-product doctrine.

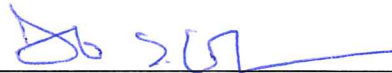
21 Without waiving said objections, the WWCC incorporates by reference  
22 documents produced by Pacific Power in response to the WWCC First and Second  
23 Set of Data Requests, the documents attached to the discovery, declarations and other  
24 pleadings set forth in the matter entitled "The Walla Walla Country Club v.  
25 PacifiCorp" filed in the United States District Court for the Eastern District of  
26 Washington under Cause No. CV-13-5101-LRS, Rule 6(I), communications between



1 the Complainant and Respondent, all of which are in the possession of the  
2 Respondent and representations by Pacific Power before the WUTC which are a  
3 matter of public record. As further documents are identified, this data request will be  
4 supplemented.

5 Answers dated this 8<sup>th</sup> day of May, 2015.

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7 MINNICK-HAYNER

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14 Of Attorneys for Walla Walla Country Club  
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