SOUTHERN ENVIRONMENTAL LAW CENTER

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October 27, 2026

VIA ELECTRONIC DELIVERY

Mr. Chris Collado
Hearing Officer
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334
ccollado@psc.ga.gov

Re: Petitioners' Proposed Trade Secret Agreement and Witness Notice; Docket No. 57243

Dear Mr. Collado:

Pursuant to the Hearing Officer's Order on October 22, 2026, Petitioners submit the attached proposed trade secret agreement. Petitioners note that undersigned counsel shared a proposed joint agreement the evening of October 22 with VoltaGrid's counsel. As reflected in the attached e-mail, VoltaGrid's counsel declined to discuss terms.

Petitioners do not intend to call any witnesses at the upcoming Trade Secret hearing.

Respectfully submitted,

Jennifer Whitfield
Southern Environmental Law Center
10 10th Street, Suite 1050
Atlanta, Georgia 30309
404-521-9900
jwhitfield@selc.org
Counsel for Petitioners

Cc: Sallie Tanner (stanner@psc.ga.gov)
Justin Pawluk (jpawluk@psc.ga.gov)
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CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between VoltaGrid, LLC ("VoltaGrid") and Jennifer Whitfield ("Recipient").

WITNESSETH:

WHEREAS, Recipient represents the interests of Sustainable Newton, Sara and Randall "Randy" Vinson, and Theodosia and William "Billy" Wade ("Clients" and together with VoltaGrid, the "Parties");

WHEREAS, Recipient desires to obtain copies of certain documents and information for the purpose of representing Recipient's Clients before the Georgia Public Service Commission ("PSC" or the "Commission") regarding the Petition for Expedited Declaratory Judgment and Enforcement Against VoltaGrid in Docket No. 57243;

WHEREAS, to provide access to certain trade secret information that may be produced to the Public Service Commission concerning issues raised and document requests posed in this Docket, the Parties enter into this Agreement;

NOW, THEREFORE, the Parties and Recipient hereby agree as follows:

1. **Definitions**. "Trade Secret Information" means all documents, materials and information in whatever format provided by VoltaGrid to Recipient under the above referenced Docket and which are marked "Trade Secret", and specifically including, without limitation, VoltaGrid's official filings and responses to PSC Staff data requests. Trade Secret Information also includes information that is copied or transferred to notes from Trade Secret Information by persons acting pursuant to this Agreement and that portion of all notes, working copies, computer data storage, digests, summaries or abstracts prepared from this material containing Trade Secret Information. Trade Secret Information does not include (i) information that is now in or hereafter enters the public domain through no action on Recipient's part in violation of the terms or conditions hereof; (ii) information that Recipient can demonstrate was in Recipient's possession at the time of disclosure and was not acquired by Recipient directly or indirectly from VoltaGrid on a confidential basis; (iii) information disclosed by VoltaGrid to others on an unrestricted, non-confidential basis; or (iv) information provided to Recipient by VoltaGrid that is not marked "Trade Secret."

2. **Non-disclosure**. Recipient agrees that all Trade Secret Information will be kept strictly confidential pursuant to this Agreement. Recipient agrees that without the prior written consent of VoltaGrid or a decision

of the Commission under Rule 515-3-l-.11 that Trade Secret Information either can be used without restriction or with specified restrictions, Trade Secret Information will not be disclosed in whole or in part, to any person or entity in violation of this Agreement. Recipient agrees that the only individuals who will be permitted access to Trade Secret Information other than Recipient will be employees or contractors of Recipient or of Recipient's Client who have first signed a copy of the attached addendum (Exhibit 1). Recipient will provide VoltaGrid a copy of Exhibit 1 within five days after a final order from the PSC.

3. **Permitted Use**. Recipient may use Trade Secret Information only for the purpose of assisting and representing Recipient's Client in this Docket and in any appeals from this Docket. This "Permitted Use" includes using Trade Secret Information in the preparation and presentation of testimony, briefs and advocacy before the PSC in this Docket, or appeals regarding these proceedings. Recipient agrees that if it will use Trade Secret Information pursuant to these permitted uses in a PSC or court proceeding, it will follow the trade secret provisions and practices applicable to the PSC or applicable court to ensure that Trade Secret Information is protected from public disclosure.

4. **Directors, Officers, Employees and Affiliates**. The Parties agree to be responsible for the actions, uses and disclosures of their respective directors, officers, employees, affiliates, contractors, consultants and advisors (as applicable).

5. **Compelled Disclosure**. If Recipient or any individual with authorized access to Trade Secret Information becomes legally compelled to disclose any of the Trade Secret Information, that person will provide VoltaGrid with prompt notice so that VoltaGrid may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, such person will furnish only that portion of the Trade Secret Information that is legally required and Recipient and such person will cooperate with VoltaGrid's counsel to enable VoltaGrid to obtain a protective order or other reliable assurance that confidential treatment will be accorded Trade Secret Information that is subject to disclosure.

6. **Governing Law**. This Agreement is governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the state of Georgia (without giving effect to principles of conflicts of laws).

7. **Severability**. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.

8. **Term**. The term of this Agreement commences on the Effective Date and will terminate forty (40) days after the date the final order in or from this docket is issued by the PSC or appellate body, if any, rendering a decision. With respect to any Trade Secret Information that constitutes a "trade secret" under applicable law, the covenants herein will apply for the life of the trade secret. Within five (5) days of the termination of this Agreement, Recipient and all persons authorized by this Agreement to be in possession of Trade Secret Information will return all Trade Secret Information to the Public Service Commission or affirm in writing that such Trade Secret Information has been permanently destroyed.

9. **Remedies**. Recipient expressly understands and agrees that in the event of any breach

or threatened breach of this Agreement, VoltaGrid is entitled to all remedies available at law or in equity.

10. **Execution**. This Agreement may be executed in counterparts, each of which are deemed an original, but all of which together constitute one and the same instrument. Facsimile/electronic signatures hereto are deemed original signatures.

IN WITNESS WHEREOF, the Recipient and Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

_____

NEWTON M. GALLOWAY
Counsel for VoltaGrid, LLC

_____

JENNIFER WHITFIELD
Counsel for Sustainable Newton, Sara and Randall "Randy" Vinson, and Theodosia and William "Billy" Wade

EXHIBIT 1

AGREEMENT OF CONFIDENTIALITY

(1) I have read the Confidentiality Agreement (the "Agreement") entered into on the Effective Date by Jennifer Whitfield and VoltaGrid, LLC executed in Georgia Public Service Commission Docket No. 57243 (incorporated herein by reference) and I am aware of the meaning and contents of said Agreement. I have been given a copy of that Agreement and hereby agree to be bound by the Agreement.

(2) I understand that all Trade Secret Information that I receive and all working copies, computer data storage, digests, summaries or abstracts prepared from this material, are to remain in my personal custody until I have completed my assigned duties, if any, whereupon all Trade Secret Information and all notes made by me containing any of this restricted or Trade Secret information are to be returned to the Public Service Commission or destroyed in accordance with Paragraph 8 of the Agreement.

NAME	SIGNATURE	DATE

From: Newton Galloway
To: Jennifer Whitfield
Cc: Bob Sherrier
Subject: RE: Trade Secret Agreement
Date: Tuesday, October 27, 2026 3:18:23 PM

Jennifer:

Respectfully, VoltaGrid's position is the same as on October 1 – when we talked last. The issue for us is not the form of the NDA.

Thanks

NMG

Newton M. Galloway
Galloway & Lyndall, LLP
The Lewis-Mills House
406 North Hill Street
Griffin, Georgia 30223
(770) 233-6230
(770) 233-6231 (facsimile)
ngalloway@gallyn-law.com

From: Jennifer Whitfield <jwhitfield@selc.org>
Sent: Tuesday, October 27, 2026 9:23 AM
To: Newton Galloway <ngalloway@gallyn-law.com>
Cc: Bob Sherrier <bsherrier@selc.org>
Subject: FW: Trade Secret Agreement

Newton,

Pursuant to the Hearing Officer's directions, I wanted to follow up to see if VoltaGrid is open to discussing joint terms for a trade secret agreement. I'm re-forwarding our proposed terms.

I am available until 11 and from 12-1:30 to discuss.

Best,
Jennifer

From: Jennifer Whitfield
Sent: Thursday, October 22, 2026 6:28 PM
To: Newton Galloway <ngalloway@gallyn-law.com>
Cc: Bob Sherrier <bsherrier@selc.org>
Subject: Trade Secret Agreement

Hey Newton,

Please see attached Petitioners' proposed trade secret agreement. This is a similar format to Bob's earlier draft, with some updates to reflect that it is limited to trade secrets, that its term would continue through an appeal, and that the exhibit of signers would be shared with VoltaGrid following a hearing.

I'd welcome a conversation about terms, if you have any questions or would like to discuss.

Please let us know if this is amenable to VoltaGrid.

Best,
Jennifer

Jennifer Whitfield
Senior Attorney

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