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July 17, 2006

## VIA ELECTRONIC FILING

The Honorable Magalie Roman Salas  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**Re: San Diego Gas & Electric Co., et al., Docket No. EL00-95-000, et al.  
Investigation of Practices of the California ISO, et al., Docket No.  
EL00-98-000, et al.**

Dear Secretary Salas:

On July 12, 2006, I filed, on behalf of the California Independent System Operator Corporation ("California ISO"), a Motion to Strike or, in the Alternative, Request for Leave to File Answer and Answer with Respect to the Answer of La Paloma Generating Co. After this filing was submitted to the commission by means of electronic filing, I discovered that a document referenced within the filing as "Exhibit A" had been inadvertently omitted. I am therefore submitting this errata filing in order to provide the Commission with that Exhibit A, which is attached hereto. I request that the Commission and any interested parties reviewing the record rely on the attached Exhibit A as the intended attachment to the California ISO's July 12 filing.

Thank you for your assistance in this matter.

Respectfully Submitted,

/s/ Michael Kunselman  
Michael Kunselman

Counsel for the California Independent  
System Operator Corporation

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Greenbelt Division)

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In re: : Case No.: 03-30459 (PM) and 03-  
: 30461 (PM)  
NATIONAL ENERGY & GAS : through 03-30464 (PM) and 03-  
TRANSMISSION, INC. (f/k/a PG&E : 30686 (PM)  
NATIONAL ENERGY GROUP, INC.), : through 03-30687 (PM)  
et al., :  
: Chapter 11  
Debtors. : (Jointly Administered under  
: Case No.: 03-30459 (PM))  
:  
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**REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSES  
OF LA PALOMA GENERATING COMPANY, LLC  
AGAINST NEGT ENERGY TRADING - POWER, L.P.**

1. La Paloma Generating Company, LLC ("La Paloma") submits this request ("Administrative Expense Request") for payment of administrative expenses by NEGT Energy Trading - Power, L.P. (the "Debtor"), in an amount in excess of \$6,422,333<sup>1</sup>, pursuant to section 503 of title 11 of the United States Code (the "Bankruptcy Code"). La Paloma's administrative claim against the Debtor arises in connection with the absolute assignment of

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<sup>1</sup> This amount includes the \$6,242,333 principal amount of the CAISO Cash Collateral (as defined herein) and approximately \$180,000 in costs and expenses incurred by La Paloma to date and recoverable from the Debtor pursuant to the Indemnification (as defined herein). In addition, the administrative expense claim sought herein includes: (1) interest on the CAISO Cash Collateral that has accrued after October 1, 2003 and that will continue to accrue after the date hereof, which interest amount has not yet been calculated, plus (2) additional indemnifiable costs and expenses that may be incurred by La Paloma after the date hereof. La Paloma expressly reserves the right to amend this Administrative Expense Request to seek such additional amounts from the Debtor as an administrative expense.

certain cash collateral by the Debtor to La Paloma pursuant to a settlement (the "Settlement") between the Debtor and La Paloma, and the Debtor's indemnification obligations to La Paloma in connection therewith. The Settlement was approved in these Bankruptcy Cases in April 2004 pursuant to a Notice Of Settlement Between NEGT Energy Trading - Power, L.P. And La Paloma Generating Company, LLC, dated March 31, 2004 (Docket No. 1211) (the "Notice"), which Notice was filed and served by the Debtor pursuant to this Court's Order Authorizing Procedures For Settlement Of Trade Contracts, dated November 17, 2003. A copy of the Notice is attached hereto as Exhibit A.

2. On April 19, 2005, this Court entered its Order (the "Confirmation Order") Confirming First Amended Plan of Liquidation for the Energy Trading Debtors and the Quantum Debtors. Pursuant to the Confirmation Order, all entities holding administrative claims against the Debtor arising during the period from July 8, 2003 through and including the Effective Date (as defined in the Plan) are required to file all proofs of claim or applications for payment of such administrative claims no later than forty-five days after the Effective Date.

#### Background

3. Assignment of CAISO Cash Collateral by Debtor to La Paloma and Indemnification by Debtor. The Debtor commenced its chapter 11 bankruptcy case on July 8, 2003 (the "Petition Date").

Prior to the Petition Date, the Debtor posted cash collateral (the "CAISO Cash Collateral") with the California Independent System Operator (the "CAISO") in connection with the Debtor's function as the initial scheduling coordinator on the CAISO transmission grid for La Paloma.<sup>2</sup> The CAISO Cash Collateral was supplied by La Paloma and was posted at the direction of La Paloma. On or about May 12, 2003, La Paloma and the Debtor entered into that certain Termination Agreement (the "Termination Agreement"),<sup>3</sup> pursuant to which, among other things, the Debtor was entitled to demand, upon written notice to La Paloma, that La Paloma pay the Debtor an amount in cash, as specified in the Agreement (the "Cash Payment"), in consideration of the Debtor's assignment of all of its right, title and interest in, to and under the CAISO Cash Collateral to La Paloma pursuant to an assignment agreement. Termination Agreement at ¶ 2.1(c). The Termination Agreement further provided that the Debtor would, as a condition precedent to La Paloma making the Cash Payment, provide the CAISO with a notice (the "CAISO Notice") notifying

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<sup>2</sup> La Paloma was, until October 27, 2004, an indirect, wholly-owned, non-debtor subsidiary of National Energy & Gas Transmission, Inc. ("NEGT"), one of the above-captioned debtors, and an affiliate of the Debtor. On October 27, 2004, pursuant to an order of this Court dated March 14, 2004 (Docket No. 1096), La Paloma was transferred to the bank lenders to the La Paloma project.

<sup>3</sup> A copy of the Termination Agreement is attached to the Notice, which is attached as Exhibit A hereto.

the CAISO of the assignment of the Debtor's rights in, to and under the CAISO Cash Collateral to La Paloma. Id.

4. On or about November 3, 2003, as contemplated by the Termination Agreement, the Debtor and La Paloma entered into an Assignment Agreement (the "Assignment")<sup>4</sup> pursuant to which, among other things, (1) the Debtor absolutely assigned and transferred all of its right, title and interest in, to and under the CAISO Cash Collateral to La Paloma and (2) the Debtor indemnified La Paloma (the "Indemnification"), including its parents and affiliates and their respective directors, officers, employees and agents, "for and from any and all claims, liabilities, penalties, fines, expenses (including, without limitation, attorneys' fees) damages and/or losses that [La Paloma] incurs in connection with the Obligations and/or liabilities that have accrued or will accrue in connection with the [CAISO Cash Collateral] prior to the Effective Date."<sup>5</sup> Upon information and belief, the Debtor sent the CAISO Notice to the CAISO on or about November 3, 2003.

5. Consummation of Assignment Pursuant to Settlement. As set forth in the Notice, pursuant to the Settlement, among other

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<sup>4</sup> A copy of the Assignment is attached to the Notice, which is attached as Exhibit A hereto.

<sup>5</sup> The term "Obligations" is defined in the Assignment as "all of the obligations of the [Debtor] applicable to the CAISO Cash Collateral." The term "Effective Date" is defined in the Assignment as the date upon which the Debtor receives "payment of an amount equal to the CAISO Cash Collateral or Residual CAISO Cash Collateral."

things, (1) the Cash Payment to be paid by La Paloma to the Debtor was agreed to be \$2,553,309.72, (2) the Debtor was directed to consummate the Termination Agreement and "authorized to perform all transactions contemplated therein, including, without limitation, the assignment of the CAISO Cash Collateral to [La Paloma]", and (3) the Debtor "shall indemnify [La Paloma] (including its parents and affiliates and their respective directors, officers, employees and agents) for and from any and all claims, liabilities, penalties, fines, expenses (including, without limitation, attorneys' fees) damages and/or losses that [La Paloma] incurs in connection with the Obligations and/or liabilities that have accrued or will accrue in connection with the [CAISO Cash Collateral] prior to the effective date of the Assignment Agreement."

6. Following the approval of the Settlement by this Court, the Debtor and La Paloma consummated the Assignment on or about July 13, 2004, at which time La Paloma paid the Cash Payment, in the amount of \$2,553,309.72, to the Debtor. On August 24, 2004, the Debtor provided the CAISO with formal notice (the "August CAISO Notice") that the Debtor's assignment of the CAISO Cash Collateral to La Paloma was effective.<sup>6</sup> The amount of the CAISO Cash Collateral to which La Paloma is entitled pursuant to the

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<sup>6</sup> A copy of the August CAISO Notice is attached as Exhibit B hereto.

Assignment and the Termination Agreement is \$6,242,333, plus interest accruing after October 1, 2003 on the CAISO Cash Collateral pursuant to the interest rate provided by applicable law.<sup>7</sup>

7. CAISO Refusal to Return CAISO Collateral to La Paloma.

The CAISO did not respond to the CAISO Notice or to the subsequent August CAISO Notice. By letter dated September 7, 2004 (the "La Paloma Request"), La Paloma directly requested that the CAISO refund the CAISO Cash Collateral to La Paloma.<sup>8</sup> In a letter dated October 6, 2004 (the "CAISO Response"), the CAISO denied La Paloma's request for the return of the CAISO Cash Collateral.<sup>9</sup>

8. The CAISO has refused to return the CAISO Cash Collateral to either the Debtor or to La Paloma on the grounds that, among other things, the Debtor allegedly has potential obligations ("Refund Liability") to the CAISO arising from the Debtor's status as a participant in the California power market during the period October 2, 2000 through June 20, 2001 (the

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<sup>7</sup> The amount of interest accrued on the CAISO Cash Collateral has not yet been calculated. In addition, as discussed below, pursuant to this Administrative Expense Request La Paloma seeks \$180,000 in legal and other costs and expenses incurred by La Paloma through April 30, 2005, plus future legal costs and other expenses that may be incurred by La Paloma in seeking to recover the CAISO Cash Collateral from the CAISO.

<sup>8</sup> A copy of the La Paloma Request is attached hereto as Exhibit C.

<sup>9</sup> A copy of the CAISO Response is attached hereto as Exhibit D. The CAISO also refused to release the CAISO Cash Collateral pursuant to a request made by the Debtor in July 2003 after it ceased providing scheduling coordinator services to La Paloma.



"Refund Period"). The CAISO asserts that the Debtor's Refund Liability may be recoverable from the CAISO Cash Collateral. The CAISO alleges that the Debtor's Refund Liability arises in connection with certain proceedings, pending before the Federal Energy Regulatory Commission (the "FERC"), in which the FERC is assessing whether certain participants in the California energy market during the Refund Period should be obligated to make refunds, and if so, the amount of any such refunds, as a result of alleged market manipulation and other practices that contributed to the California energy crisis.

9. On January 11, 2005, La Paloma filed the Complaint Of La Paloma Generating Company, LLC And Request For Fast Track Processing (the "La Paloma Complaint") with the FERC requesting that the FERC direct the CAISO to return the CAISO Cash Collateral to La Paloma.<sup>10</sup> On February 2, 2005, the CAISO filed the Answer Of The California Independent System Operator To The Complaint Of La Paloma Generating Company, LLC And Motion For Summary Disposition (the "CAISO Answer") with the FERC.<sup>11</sup> On February 17, 2005, La Paloma filed the La Paloma Generating Company, LLC Answer To Motion For Summary Disposition Of The California Independent System Operator Corporation And Motion For Leave To File Reply And Reply To Protest Of The California

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<sup>10</sup> A copy of the La Paloma Complaint is attached hereto as Exhibit E.

<sup>11</sup> A copy of the CAISO Answer is attached hereto as Exhibit F.

Parties (the "La Paloma Answer").<sup>12</sup> On March 29, 2005, the FERC issued its order denying the La Paloma Complaint (the "FERC Order").<sup>13</sup> On April 28, 2005, La Paloma filed the Request for Rehearing of La Paloma Generating Company, LLC (the "Rehearing Request" and, together with the La Paloma Complaint, CAISO Answer, La Paloma Answer, and the FERC Order, the "FERC Pleadings").

10. As set forth in the FERC Pleadings, the CAISO has refused to return the CAISO Cash Collateral to La Paloma and the FERC has declined, subject to its review of the Rehearing Request and possible judicial review, to compel the CAISO to return the CAISO Cash Collateral to La Paloma, as a result of the Debtor's potential Refund Liability and applicable provisions of the CAISO tariff.

The collateral at issue was posted by [the Debtor] in accordance with the CAISO tariff requirement that Scheduling Coordinators provide an acceptable form of credit support to cover all applicable outstanding and estimated liabilities. It is the Scheduling Coordinator, not its clients, that has the primary responsibility to the CAISO, as principal, for all Scheduling Coordinator payment obligations under the CAISO Tariff. [The Debtor] participated in the CAISO's markets during the Refund Period and faces a significant refund liability, which has not been finalized at this time. The collateral in question is retained by the CAISO to secure all [of the Debtor's] obligations, not only those arising from La Paloma's transactions. . . . The collateral was posted to secure [the Debtor's] outstanding and estimated liabilities and thus can be returned only after [the Debtor's] obligations to the CAISO are satisfied.

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<sup>12</sup> A copy of the La Paloma Answer is attached hereto as Exhibit G.

<sup>13</sup> A copy of the FERC Order is attached hereto as Exhibit H.

FERC Order, ¶¶ 12-13.

Administrative Expense Request of La Paloma

11. By this Administrative Expense Request, La Paloma requests payment of an amount in excess of \$6,422,333 as administrative expenses on account of all amounts, damages, costs and liabilities arising under, in connection with, or on account of, the Debtor's obligations to La Paloma arising from, under, or in connection with the Settlement and the transactions approved by this Court thereby. All such amounts are administrative expenses entitled to first priority under Bankruptcy Code sections 503 and 507(a).

12. The failure of the CAISO to return the CAISO Cash Collateral to La Paloma, and the associated costs and expenses incurred by La Paloma in seeking to enforce its rights in and to the CAISO Cash Collateral, are a direct result of the Debtor's actions during the Refund Period (i.e., prior to the effective date of the Assignment), and therefore give rise to an Indemnification claim of La Paloma against the Debtor under the Assignment and pursuant to the Settlement as explicitly provided in the Notice.

13. The amount of La Paloma's Indemnification claim against the Debtor is, as of April 30, 2005, \$6,422,313 (not including interest accrued on the CAISO Cash Collateral after October 1,

2003 which amount, when calculated, will become part of La Paloma's administrative expense claim against the Debtor), which amount includes: (1) \$6,242,333, representing the amount of the CAISO Cash Collateral to which La Paloma is entitled (not including interest accrued thereon) and would have received but for the Debtor's actions prior to the effective date of the Assignment and (2) approximately \$180,000 in costs and expenses, including attorney's fees, incurred by La Paloma through April 30, 2005 in seeking to recover the CAISO Cash Collateral from the CAISO (including, without limitation, costs and expenses associated with preparing, filing and litigating the La Paloma Complaint and La Paloma Answer, and the Rehearing Request).<sup>14</sup> The amount of La Paloma's administrative expense claim will increase as a result of interest that accrued after October 1, 2003 and continues to accrue on the CAISO Cash Collateral, and additional fees and expenses that will be incurred by La Paloma in continuing to seek to obtain the return of the CAISO Cash Collateral.

14. La Paloma's Indemnification claim against the Debtor and any other claims that La Paloma may have against the Debtor

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<sup>14</sup> The costs and expenses incurred by La Paloma as of April 30, 2005 include approximately: (1) \$160,000 in fees and expenses of Davis Wright Tremaine LLP, counsel to La Paloma and (2) \$20,000 in fees and expenses of Milbank, Tweed, Hadley & McCloy LLP incurred in connection with pleadings filed with and proceedings before the FERC in connection with La Paloma's efforts to compel the CAISO to return the CAISO Cash Collateral.

arising from the Settlement and the transactions authorized thereby are administrative expense claims under section 503(b) of the Bankruptcy Code that are entitled to priority of payment under section 507(a)(1) of the Bankruptcy Code. The Settlement and all of the transactions contemplated thereby, including the Indemnification, were approved by this Court and are post-petition obligations of the Debtor. In addition, the Cash Payment made by La Paloma to the Debtor and the other terms of the Settlement were of direct benefit to the Debtor and were necessary for the preservation of the Debtor's estate within the meaning of section 503(b) of the Bankruptcy Code.

#### Reservation of Rights

15. La Paloma does not waive and expressly reserves all rights to the extent that the administrative expenses set forth herein may be determined to be secured claims, in whole or in part.

16. No note or negotiable instrument has been received for the claims asserted herein or any part thereof, and no judgment has been rendered thereon. The claims set forth herein are not subject to offset, recoupment, or counterclaim by the Debtor.

17. La Paloma does not waive any right to any security held by La Paloma or for the benefit of La Paloma; any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of

action, or claims, whether existing now or hereinafter arising, that La Paloma has or may have against the Debtor or any other person or persons, and La Paloma expressly reserves all such rights. La Paloma also expressly reserves the right to amend or supplement this Administrative Expense Request at any time and for any reason, including without limitation (a) to fix, increase, or amend the amounts of the sums referred to herein and (b) to add or amend documents and other information on, and to describe further, the claims asserted herein.

18. This Administrative Expense Request is made without prejudice to the filing by any of La Paloma of additional proofs of claim or requests for payment in respect of any other indebtedness, obligations, or liability of the Debtor and/or any other debtor in the above-captioned cases to La Paloma.

[CONTINUED ON FOLLOWING PAGE]

Notices to Claimant

19. All notices and communications concerning this  
Administrative Expense Request should be sent to:

La Paloma Generating Company, LLC  
P.O. Box 175  
McKittrick, CA 93251  
Telephone: (661) 762-6005  
Facsimile: (661) 762-6041  
Attn: Tom Romesberg - General Manager

- With a copy to -

Milbank, Tweed, Hadley & M<sup>c</sup>Cloy LLP  
1 Chase Manhattan Plaza  
New York, New York 10005  
Telephone: (212) 530-5000  
Facsimile: (212) 530-5219  
Attn.: Luc A. Despins, Esq.  
Paul D. Malek, Esq.

Dated: May 25, 2005

LA PALOMA GENERATING COMPANY, LLC

By: /s/ Paul D. Malek  
Milbank, Tweed, Hadley & M<sup>c</sup>Cloy LLP  
Luc A. Despins  
Paul D. Malek  
1 Chase Manhattan Plaza  
New York, New York 10005  
Telephone: (212) 530-5000

- and -

By: /s/ Thomas D. Renda  
Thomas D. Renda  
Fed. Bar. No. 06690  
Miles & Stockbridge P.C.  
10 Light Street  
Baltimore, Maryland 21202  
Telephone: (410) 385-3418

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 25th day of May, 2005, a true and correct copy of the foregoing Request for Payment of Administrative Expenses of La Paloma Generating Company, LLC Against NEGT Energy Trading-Power L.P. was sent via first-class mail, postage prepaid to the parties on the attached mailing matrix, without the attached exhibits, and was sent via first-class mail, postage prepaid, in its entirety to the following:

Paul M. Nussbaum, Esquire  
Martin T. Fletcher, Esquire  
Whiteford, Taylor & Preston L.L.  
Seven Saint Paul Street; Suite 1400  
Baltimore, Maryland 21202

Matthew A. Feldman, Esquire  
Steven Wilamowsky, Esquire  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019-6009

John L. Daugherty, Esquire  
Assistant United States Trustee  
6305 Ivy Lane, Suite 600  
Greenbelt, MD 20770

Guy S. Neal, Esq.  
Sidley Austin Brown & Wood LLP  
1501 K Street; N.W.  
Washington, DC 20005

/s/ Thomas D. Renda  
Thomas D. Renda



**MAILING MATRIX OF 20 LARGEST CREDITORS, HOLDING 30 LARGEST CLAIMS**

ConocoPhillips Company  
1801 Cherokee  
P.O. Box 2197  
Houston, TX 77252-2197  
Attn: Legal & Confirmations Department

Duke Energy Trading & Marketing, L.L.C.  
5400 Westheimer Court  
Houston, TX 77056  
Attn: Legal & Confirmations Department

AEP Energy Services, Inc.  
155 West Nationwide Blvd.  
Suite 500  
Columbus, Ohio 43215  
Attn: Legal & Confirmations

Coral Energy Resources, L.P.  
909 Fannin  
Suite 700  
Houston, TX 77010  
Attn: Legal & Confirmations Department

PJM Interconnection LLC  
955 Jefferson Avenue  
Valley Forge Corporate Center  
Norristown, PA 19403-2497  
Attn: Legal & Confirmations Department

Liberty Electric Power, LLC  
13880 Dulles Corner Lane  
Herndon, VA 20171-4600  
Attn: Legal & Confirmations Department

Morgan Stanley Capital Group  
1585 Broadway  
New York, NY 10036  
Attn: Legal & Confirmations Department

Calpine Energy Services, L.P.  
700 Louisiana, Suite 2700  
Houston, TX 77002  
Attn: Legal & Confirmations Department

Duke Energy Trading and Marketing  
5400 Westheimer Court  
Houston, TX 77056  
Attn: Legal & Confirmations Department

Exelon Generation Company, LLC  
2004 Renaissance Boulevard  
King of Prussia, PA 19406  
Attn: Legal & Confirmations Department

Mirant Americas Energy Marketing  
1155 Perimeter Center West  
Suite 130  
Atlanta, GA 30338-5416  
Attn: Legal & Confirmations Department

Edison Mission Marketing & Trading  
160 Federal Street  
Boston, MA 02110  
Attn: Legal & Confirmations Department

Massey Coal Sales Company, Inc.  
P.O. Box 26765  
Richmond, VA 23261  
Attn: Legal & Confirmations Department

Lehman Brothers  
70 Hudson Street, 7th Floor  
Jersey City, NJ 07302  
Attn: Legal & Confirmations Department

Interocean Coal Sales, LDC  
530 Beacon Parkway, West  
Suite 800  
Birmingham, AL 35209-3196  
Attn: Legal & Confirmations Department

Commonwealth Coal Services  
5413 Paterson Avenue, Suite 200  
Richmond, VA 23226  
Attn: Legal & Confirmations Department

Texas Eastern Transmission Corp.  
P.O. Box 201210  
Houston, TX 77216-1210  
Attn: Legal & Confirmations Department

J. Aron & Company  
85 Broad Street  
New York, NY 10004  
Attn: Legal & Confirmations Department

Tennessee Gas Pipeline  
9 Green Way  
Houston, TX 77046  
Attn: Legal & Confirmations Department

Portland General Electric Company  
121 S.W. Salmon St.  
Portland, OR 97204  
Attn: Legal & Confirmations Department

CSL International, Inc.  
55 Tozer Road  
Beverly, Massachusetts 01915  
Attn: Legal & Confirmations Department

TXU Portfolio Management Company LP  
1717 Main Street  
Suite 1900  
Dallas, TX 75201-4689  
Attn: Legal & Confirmations Department

El Paso Natural Gas Company  
P.O. Box 1492  
El Paso, TX 79978  
Attn: Legal & Confirmations Department

Coral Power, LLC  
909 Fannin, Suite 700  
Houston, TX 77010  
Attn: Legal & Confirmations Department

BP Canada Energy Marketing Corp.  
240 4th Avenue, SW  
Calgary, Canada T2P 4H4  
Attn: Legal & Confirmations Department

ANR Pipeline Company  
P.O. Box 78031  
Detroit, MI 48278  
Attn: Legal & Confirmations Department

Iroquois Gas Transmission  
One Corporate Drive, Suite 600  
Shelton, CT 06484  
Attn: Legal & Confirmations Department

Coral Canada US Inc.  
3500, 450 - 1st Street S.W.  
Calgary, Canada T2P 5H1  
Attn: Legal & Confirmations Department

Algonquin Gas Transmission Co.  
1284 Soldiers Field. Rd.  
Boston, MA 02135  
Attn: Legal & Confirmations Department

Electric Reliab CNCL of TX  
7620 Metro Center Drive  
Austin, TX 78744-1654  
Attn: Legal & Confirmations Department

## Certificate of Service

I hereby certify that I have this day served a copy of this document upon all parties listed on the official service list compiled by the Secretary in the above-captioned proceedings, in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2010).

Dated this 17<sup>th</sup> day of July, 2006 at Folsom in the State of California.

/s/ Charity Wilson

Charity Wilson