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February 11, 2010

**DOCKET**  
**09-AFC-8**

DATE	FEB 11 2010
RECD.	FEB 11 2010

California Energy Commission  
Attn Docket No. 09-AFC-8  
1516 Ninth Street, MS-4  
Sacramento, CA 95814-5512

Re: Genesis Solar Energy Project; 09-AFC-8

Dear Docket Clerk:

Enclosed are an original and one copy of **CALIFORNIA UNIONS FOR RELIABLE ENERGY PETITION FOR INSPECTION AND COPYING OF RECORDS FOR THE GENESIS SOLAR ENERGY PROJECT**. Please docket the original, conform the copy and return the copy in the envelope provided.

Thank you for your assistance.

Sincerely,

/s/

Bonnie A. Heeley  
Administrative Assistant

:bh  
Enc.

2364-018a

**STATE OF CALIFORNIA**  
**California Energy Commission**

In the Matter of:

The Application for Certification for the  
GENESIS SOLAR ENERGY PROJECT

Docket No. 09-AFC-8

**CALIFORNIA UNIONS FOR RELIABLE ENERGY  
PETITION FOR INSPECTION AND COPYING OF RECORDS  
FOR THE GENESIS SOLAR ENERGY PROJECT**

February 11, 2010

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FOR RELIABLE ENERGY

## I. INTRODUCTION

Pursuant to section 2506 of Title 20 of the California Code of Regulations, California Unions for Reliable Energy (“CURE”) petitions for inspection and copying of *NextEra Energy Resources – Genesis Solar Energy Project Cooling Study*, dated August 11, 2009 consisting of seventy-six pages.<sup>1</sup>

CURE seeks to review the requested record to enable CURE to review the application for certification (“AFC”) for the Genesis Solar Energy Project (“Project”) and, if necessary, to submit timely data requests regarding the feasibility of alternative cooling technologies in this expedited proceeding. CURE also seeks to review the requested information to enable CURE to provide fully informed comments and, ultimately, testimony and cross-examination of witnesses regarding the feasibility of alternative cooling technologies.

CURE is not a competitor nor power-plant developer. Therefore, release of the confidential information to CURE would not place Genesis at a competitive disadvantage. In order to maintain confidentiality, CURE proposes to enter into a nondisclosure agreement with Genesis. A proposed nondisclosure agreement is attached as Exhibit A.

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<sup>1</sup> Letter from Robert Gladden, Counsel for Genesis Solar, LLC, to Melissa Jones, CEC Executive Director, Subject: Request for Confidential Designation, NextEra Energy Resources – Genesis Solar Energy Project Cooling Study (Dated, 11 August 2009), Genesis Solar Energy Project (09-AFC-8) (December 15, 2009).

CURE's petition for inspection of confidential cooling analyses was recently granted in the Beacon Solar Energy Project proceeding.<sup>2</sup> The Committee in that case found good cause for the petition and ordered the production of documents upon presentation of a fully executed non-disclosure agreement between CURE and the applicant. The same decision should be reached here.

## II. DISCUSSION

On November 4, 2009, the Commission accepted the AFC as data adequate. The AFC includes Genesis Solar, LLC's ("Applicant") conclusions regarding alternative cooling technologies for the Project.<sup>3</sup> Specifically, the Applicant compared wet cooling, dry cooling, and hybrid cooling. However, the details and support for its assessment of different cooling technologies is provided in the Genesis Solar Energy Project Cooling Study.<sup>4</sup>

Genesis submitted a request for confidential designation of the Genesis Solar Energy Project Cooling Study on December 15, 2010.<sup>5</sup> Specifically, Genesis requested confidential designation for the study on the ground that the information is a "specialized compilation" developed by the Applicant that gives the Applicant "an advantage over potential competitors who have not developed such a compilation of information and its use in assessment,

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<sup>2</sup> Committee Order Granting CURE's Petition for Inspection and Copying of Records, In the Matter of the Application for Certification for the Beacon Solar Energy Project, Docket No. 08-AFC-2 (November 16, 2009).

<sup>3</sup> Genesis Solar Energy Project, Application for Certification, Vol. I, August 2009, p. 3-47.

<sup>4</sup> Request for Confidential Designation, NextEra Energy Resources – Genesis Solar Energy Project Cooling Study (Dated, 11 August 2009), Genesis Solar Energy Project (09-AFC-8) (December 15, 2009), p. 2.

<sup>5</sup> *Id.*

methods and pricing strategies for development.”<sup>6</sup> The Applicant also stated that disclosure of its analysis may reasonably hinder its economic and competitive disadvantage.<sup>7</sup> As such, Genesis argued that the information should be protected from public disclosure because it contains trade secrets.<sup>8</sup> The Commission granted Genesis’ application.<sup>9</sup>

CURE petitions to inspect and copy the Genesis Solar Energy Project Cooling Study to enable CURE to review the AFC and, if necessary, submit timely data requests in this expedited proceeding. CURE also seeks to review the requested information to enable CURE to provide fully informed comments and, ultimately, testimony and cross-examination of witnesses regarding the feasibility of alternative cooling technologies.

Disclosure of the requested documents to CURE will not create a competitive advantage, because CURE is not a power plant developer. CURE is a coalition of unions whose members construct and operate power plants in California. CURE intervened in this proceeding, because the Project directly affects the union members’ economic and environmental interests.<sup>10</sup>

Specifically here, using limited groundwater could reduce the environmental carrying capacity of the state. This reduces future employment

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<sup>6</sup> *Id.* at 3.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.* at 2.

<sup>9</sup> Letter from Melissa Jones, Executive Director, California Energy Commission to Robert Gladde, Re: Application for Confidentiality, Cooling Study, Genesis Solar Energy Project, Docket No. 09-AFC-8 (January 1, 2010).

<sup>10</sup> Petition to Intervene by California Unions for Reliable Energy, In the Matter of the Application for Certification for the Genesis Solar Energy Project, Docket No. 09-AFC-8 (December 4, 2009).

opportunities. In contrast, well designed projects that reduce environmental impacts of electricity generation improve long-term economic prospects. CURE's ability to exercise its rights as party is dependent on thorough review of the assumptions and analyses underlying the AFC.

CURE's petition is consistent with the Committee's direction to the parties to resolve technical issues regarding water and other resources during the data exchange process.<sup>11</sup> CURE's petition is also consistent with the Committee's direction to the parties to work cooperatively to review the AFC expeditiously.<sup>12</sup>

To maintain confidentiality of the documents, CURE proposes to enter into a nondisclosure agreement with Genesis. The purpose of the nondisclosure agreement is to ensure that the requested materials will remain confidential and will not be used except as necessary to participate in the proceeding. CURE's counsel and consultants have routinely been parties to nondisclosure agreements in CPUC proceedings and are experienced at protecting confidential, highly market sensitive information from public disclosure.

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<sup>11</sup> California Energy Commission Committee Scheduling Order, In the Matter of the Application for Certification for the Genesis Solar Energy Project, Docket No. 09-AFC-8 (December 22, 2009).

<sup>12</sup> *See, i.e.*, California Energy Commission Committee Decision and Scoping Order, In the Matter of the Application for Certification for the Genesis Solar Energy Project, Docket No. 09-AFC-8 (February 2, 2010), p. 4.

### III. CONCLUSION

Because CURE is not a competitor, power plant developer and is willing to enter into a non-disclosure agreement with Genesis, CURE requests that the Commission grant CURE's petition to inspect and copy the Genesis Solar Energy Project Cooling Study. The requested information is necessary for CURE to fully exercise its rights as a party in this proceeding.

Dated: February 11, 2010

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
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Attorneys for the CALIFORNIA UNIONS  
FOR RELIABLE ENERGY

# EXHIBIT A



STATE OF CALIFORNIA

California Energy Commission

In the Matter of:

The Application for Certification for the  
GENESIS SOLAR ENERGY PROJECT

Docket No. 09-AFC-8

**NON-DISCLOSURE AGREEMENT REGARDING  
CONFIDENTIALITY OF GENESIS SOLAR  
ENERGY PROJECT COOLING STUDY**

1. This Non-Disclosure Agreement (NDA) is entered into between Genesis Solar LLC (Genesis) and California Unions for Reliable Energy (CURE, as defined herein). This NDA shall govern access to and the use of all Confidential Records of Genesis in California Energy Commission (Commission or CEC) Docket No. 09-AFC-8, as hereinafter defined. Notwithstanding any order terminating this docket, this NDA shall remain in effect unless lifted by Genesis pursuant to paragraph 12 below.

**2. Definitions –**

- a. The term “FSA” shall mean Final Staff Assessment as that term is used in Docket 09-AFC-8.
- b. The term “Project” shall mean the Genesis Solar Energy Project as described in Docket 09-AFC-8.
- c. The term “redacted” refers to situations in which confidential or proprietary information in a document, whether the document is in paper or electronic form, has been covered, masked or blocked out. The term “un-redacted” refers to situations in which confidential or proprietary information in a document, whether in paper or electronic form, has not been covered, masked or blocked out.
- d. The term “Confidential Records” means the confidential or proprietary information contained in the Genesis Solar Energy Project Cooling Study, dated 11 August 2009, consisting of seventy-six pages, in the matter of the Application for Certification for the Genesis Solar Energy Project, Docket No. 09-AFC-8.

“Confidential Records” shall also include: (A) any information contained in or obtained from the materials described in the preceding paragraph; (B) any testimony requested to be treated as confidential by Genesis and filed in the matter of the Application for Certification for the Genesis Solar Energy Project, Docket No. 09-AFC-8; (C) any other materials that are made subject to this NDA by the Commission, the Committee, or any designee of such, pursuant to applicable regulations, or by any court or other body having appropriate authority. Genesis, when creating any Confidential Records, shall physically mark such records on each page (or in the case of non-documentary materials such as computer diskettes, on each item) as “CONFIDENTIAL RECORDS,” or with words of similar import as long as one or more of the terms “Confidential Records” or “Confidential” is included in the designation to indicate that the materials in question are Confidential Records.

Confidential Records shall not include: (A) any information or document contained in the public files of the CEC or any other state or federal agency, or in any state or federal court, unless such information or document has been determined to be protected by such agency or court; or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this NDA.

- e. The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto as Appendix A by which persons shall be granted access to the Confidential Records. Such persons shall, as a condition of such access, certify their understanding that such access is provided pursuant to the terms and restrictions of this NDA, and that such persons have read such NDA and agree to be bound by it. All Non-Disclosure Certificates shall be sent to and retained by Genesis.
- f. The term CURE shall refer to California Unions for Reliable Energy. By executing this NDA, CURE represents (1) that it is not an entity that engages in the supply of power plant products, or an association comprised of entities that engage in such activities, or any affiliate of such an entity or association; (2) that it is not an entity engaged in the activities related to submitting bids or negotiation of power supply or sales contracts relating to the sale or purchase of power, energy or electricity or the sale or purchase of power generating or storage assets; and (3) that it is not an entity engaged in consulting or advising other entities on the supply of power plant projects or submitting bids or negotiation of contracts.

- g. The term “CURE Reviewing Representative” shall mean a person who is
1. An officer of CURE whose duties involve assisting CURE in preparing for or participating in Docket 09-AFC-8; or an attorney, paralegal, consultant or employee of a consultant retained by CURE for the purpose of advising, preparing for or participating in Docket 09-AFC-8; and
  2. Approved by Genesis pursuant to the following process:
    - a. CURE shall identify its proposed Reviewing Representatives to Genesis.
    - b. Upon request by Genesis, CURE shall provide a *curriculum vitae* of any particular candidate.
    - c. Genesis shall advise CURE in writing if Genesis objects to any proposed Reviewing Representative, setting forth in detail the reasons therefore.

Access of CURE Reviewing Representatives to Confidential Records shall be granted only pursuant to the terms of this NDA.

3. Confidential Records shall be treated as confidential by each CURE Reviewing Representative in accordance with the certificate executed pursuant to Paragraphs 2.e and 6 hereof. Confidential Records shall not be used except as necessary for the conduct of Docket No. 09-AFC-8, and shall not be disclosed in any manner to any person except other CURE Reviewing Representatives who are engaged in this proceeding and need to know the information in order to carry out their responsibilities.

4. In the event CURE is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Records, CURE agrees to oppose disclosure on the grounds that the requested information has been designated as Confidential Records subject to this NDA and therefore may not be disclosed. CURE shall also immediately inform Genesis of the request, and Genesis may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and CURE shall cooperate with Genesis to the maximum extent practicable to either oppose the disclosure of the Confidential Records consistent with applicable law, or obtain confidential treatment of Confidential Records by the entity that wishes to receive the Confidential Records prior to any such disclosure.

5. It shall be a rebuttable presumption that (i) any study that incorporates, describes or otherwise employs Confidential Records in a manner that could reveal any part of the Confidential Records, or (ii) any model that relies upon Confidential Records for algorithms or other computation(s) critical to the functioning of the model, shall also be considered Confidential Records subject to this NDA. However, models that merely use Confidential Records as inputs will not themselves be considered Confidential Records. It shall also be a rebuttable presumption that where the inputs to studies or models include Confidential Records, or where the outputs of such studies or models reveal such inputs or can be processed to reveal the Confidential Records, such inputs and/or outputs shall be considered Confidential Records subject to this NDA, unless such inputs and/or outputs have been redacted or aggregated to the satisfaction of Genesis. Unless the Commission, Committee, or Designee issues a ruling holding that the applicable presumption(s) from among the foregoing has been rebutted with respect to the model or study at issue, then any model or study devised or performed by CURE that incorporates, uses or is based upon Confidential Records shall also be Confidential Records subject to the terms of this NDA.

6. No CURE Reviewing Representative shall be permitted to inspect, participate in discussions regarding, or otherwise be granted access to Confidential Records pursuant to this NDA unless such CURE Reviewing Representative has first executed a Non-Disclosure Certificate and it has been delivered to Genesis. Upon request, Genesis shall provide copies of executed Non-Disclosure Certificates to Commission Staff. Attorneys qualified as CURE Reviewing Representatives shall ensure that persons under their supervision or control comply with this NDA.

7. In the event that a CURE Reviewing Representative to whom Confidential Records are disclosed ceases to be engaged in proceedings in this docket, then access to Confidential Records by that person shall be terminated. Even if no longer engaged in such proceedings, every such person shall continue to be bound by the provisions of this NDA and the Non-Disclosure Certificate.

8. All documents containing Confidential Records that are filed with the Commission or served shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are filed or served under seal pursuant to this NDA. Such documents shall be marked with the words “**CONFIDENTIAL RECORDS**” or one of the other, similar terms set forth in paragraph 2.d hereof, and shall be served upon all CURE Reviewing Representatives and persons employed by or working on behalf of the CEC who are eligible to see the Confidential Records.

9. Nothing in this NDA shall be construed as limiting the right of Genesis or CURE from objecting to the use of Confidential Records on any legal ground, such as relevance or privilege.

10. All Confidential Records filed with judicial or administrative bodies other than the Commission, whether in support of or as part of a motion, brief or other document or pleading, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Confidential Records that are subject to this NDA.

11. Neither Genesis nor CURE waives its rights to pursue any other legal or equitable remedy that may be available in the event of actual or anticipated disclosure of Confidential Records.

12. Genesis may agree at any time to remove the "Confidential Records" designation from any material if, in Genesis' sole opinion, its confidentiality is no longer required. In such a case, Genesis will notify CURE of the change of designation.

13. Review of and use of the Confidential Records by CURE and any CURE Reviewing Representative is solely for the purpose of participating in The Application for Certification for the Genesis Solar Energy Project and any other use or disclosure of the Confidential Records is a breach of this NDA.

Dated February \_\_\_, 2010, at South San Francisco, California.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

On Behalf of Genesis Solar LLC

On Behalf of California Unions for  
Reliable Energy

**APPENDIX A**  
**STATE OF CALIFORNIA**  
**California Energy Commission**

In the Matter of:

The Application for Certification for the GENESIS SOLAR ENERGY PROJECT

Docket No. 09-AFC-8

**NON-DISCLOSURE CERTIFICATE**

I, \_\_\_\_\_, have been asked by \_\_\_\_\_ (California Unions for Reliable Energy (CURE)) to inspect certain materials that have been designated as “Confidential Records” under Paragraph 2 of the Non-Disclosure Agreement (NDA) entered into between Genesis Solar LLC (Genesis) and CURE dated \_\_\_\_\_, 2010.

1. I hereby certify my understanding that access to Confidential Records is provided to me pursuant to the terms and restrictions of the NDA, that I have been given a copy of and have read the NDA, and that I agree to be bound by it. I understand that the contents of the Confidential Records, any notes or other memoranda, or any other form of information that copies or discloses Confidential Records shall not be disclosed to anyone other than in accordance with the NDA.
2. I understand that my review of Confidential Records is solely for the purpose of participating in the above-captioned matter and that any other use or disclosure of Confidential Records by me is a violation of the NDA.
3. I hereby agree to submit to the exclusive jurisdiction of the California Energy Commission for the enforcement of the undertakings I have made hereby and I waive any objection to venue laid with the Commission for enforcement of the Order.

Dated:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

REPRESENTING: \_\_\_\_\_

Declaration of Service

I Bonnie Heeley declare that on February 11, 2010, I served and filed copies of the attached **CALIFORNIA UNIONS FOR RELIABLE ENERGY PETITION FOR INSPECTION AND COPYING OF RECORDS FOR THE GENESIS SOLAR ENERGY PROJECT** dated February 11, 2010. The original document, filed with the Docket Office, is accompanied by a copy of the most recent Proof of Service list, located on the web page for this project at: [http://www.energy.ca.gov/sitingcases/genesis\\_solar](http://www.energy.ca.gov/sitingcases/genesis_solar).

The document has been sent to both the other parties in this proceeding (as shown on the Proof of Service list) and to the Commission’s Docket Office via email and U.S. mail.

I declare under penalty of perjury that the foregoing is true and correct. Executed at South San Francisco, CA on February 11, 2010.

\_\_\_\_\_/s/\_\_\_\_\_  
Bonnie Heeley

CALIFORNIA ENERGY COMMISSION Attn: Docket No. 09-AFC-8 1516 Ninth Street MS 4 Sacramento, CA 95814-5512 <a href="mailto:docket@energy.state.ca.us">docket@energy.state.ca.us</a>	Ryan O’Keefe, Vice President Genesis Solar LLC 700 Universe Boulevard Juno Beach, Florida 33408 <a href="mailto:Ryan.okeefe@nexteraenergy.com">Ryan.okeefe@nexteraenergy.com</a>	Scott Busa/Project Director Meg Russell/Project Manager Duane McCloud/Lead Engineer NextEra Energy 700 Universe Boulevard Juno Beach, FL 33408 <a href="mailto:Scott.busa@nexteraenergy.com">Scott.busa@nexteraenergy.com</a> <a href="mailto:Meg.Russell@nexteraenergy.com">Meg.Russell@nexteraenergy.com</a> <a href="mailto:Daune.mccloud@nexteraenergy.com">Daune.mccloud@nexteraenergy.com</a>
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