

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In The Matter of:

ELECTRONIC INVESTIGATION OF B & H GAS)	
COMPANY, AND BUD RIFE, INDIVIDUALLY AND)	CASE NO.
AS AN OFFICER OF B & H GAS COMPANY;)	2019-00055
ALLEGED VIOLATION OF KRS 278.300)	

ATTORNEY GENERAL’S INITIAL DATA REQUESTS

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Data Requests to B&H Gas Company [hereinafter “B&H” or “the Company”] to be answered by the date specified in the Commission’s Order of Procedure, and in accord with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate request item will be deemed a satisfactory response.
- (2) Identify the witness who will be prepared to answer questions concerning each request.
- (3) Repeat the question to which each response is intended to refer. The Office of the Attorney General can provide counsel for B&H with an electronic version of these questions, upon request.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.
- (5) Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity

that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

(6) If you believe any request appears confusing, request clarification directly from Counsel for the Office of Attorney General.

(7) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

(8) To the extent that any request may be answered by way of a computer printout, identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

(9) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify the Office of the Attorney General as soon as possible.

(10) As used herein, the words "document" or "documents" are to be construed broadly and shall mean the original of the same (and all non-identical copies or drafts thereof) and if the original is not available, the best copy available. These terms shall include all information recorded in any written, graphic or other tangible form and shall include, without limiting the generality of the foregoing, all reports; memoranda; books or notebooks; written or recorded statements, interviews, affidavits and depositions; all letters or correspondence; telegrams, cables and telex messages; contracts, leases, insurance policies or other agreements; warnings and caution/hazard notices or labels; mechanical and electronic recordings and all information so stored, or transcripts of such recordings; calendars, appointment books, schedules, agendas and diary entries; notes or memoranda of conversations (telephonic or

otherwise), meetings or conferences; legal pleadings and transcripts of legal proceedings; maps, models, charts, diagrams, graphs and other demonstrative materials; financial statements, annual reports, balance sheets and other accounting records; quotations or offers; bulletins, newsletters, pamphlets, brochures and all other similar publications; summaries or compilations of data; deeds, titles, or other instruments of ownership; blueprints and specifications; manuals, guidelines, regulations, procedures, policies and instructional materials of any type; photographs or pictures, film, microfilm and microfiche; videotapes; articles; announcements and notices of any type; surveys, studies, evaluations, tests and all research and development (R&D) materials; newspaper clippings and press releases; time cards, employee schedules or rosters, and other payroll records; cancelled checks, invoices, bills and receipts; and writings of any kind and all other tangible things upon which any handwriting, typing, printing, drawings, representations, graphic matter, magnetic or electrical impulses, or other forms of communication are recorded or produced, including audio and video recordings, computer stored information (whether or not in printout form), computer-readable media or other electronically maintained or transmitted information regardless of the media or format in which they are stored, and all other rough drafts, revised drafts (including all handwritten notes or other marks on the same) and copies of documents as hereinbefore defined by whatever means made.

(11) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

(12) In the event any document called for has been destroyed or transferred beyond the control of the company, state: the identity of the person by whom it was destroyed or

transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

(13) Provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations.

(14) “And” and “or” should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.

(15) “Each” and “any” should be considered to be both singular and plural, unless specifically stated otherwise.

Respectfully submitted,

ANDY BESHEAR
ATTORNEY GENERAL



LAWRENCE W. COOK
JUSTIN M. McNEIL
REBECCA W. GOODMAN
ASSISTANT ATTORNEYS GENERAL
700 CAPITOL AVE., SUITE 20
FRANKFORT KY 40601
(502) 696-5453
FAX: (502) 573-8315
Rebecca.Goodman@ky.gov
Larry.Cook@ky.gov
Justin.McNeil@ky.gov

Certificate of Service and Filing

Counsel certifies that the foregoing is a true and accurate copy of the same document being filed in paper medium with the Commission within two business days; that the electronic filing has been transmitted to the Commission on March 7, 2019; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

This 7th day of March, 2019.

A handwritten signature in blue ink, appearing to be the initials 'ME', is placed above a horizontal line.

Assistant Attorney General

THIS PAGE INTENTIONALLY LEFT BLANK

SPECIAL INSTRUCTION: For purposes of these data requests, the business known as “Bud Rife Construction Co.” includes that company as registered both in the Commonwealth of Kentucky and the State of West Virginia.

1. Confirm that the following entities are affiliated to B&H. If the affiliation has ceased, state when the affiliation terminated:
 - a. Johnson County Gas Co. (“JCG”);
 - b. B&S Oil & Gas Co. (“B&S”);
 - c. Bud Rife Construction Co.;
 - d. Hall, Stephens & Hall;
 - e. Bradco Oil Co.;
 - f. Bradley & Son Oil & Gas Co.

2. State whether Bud Rife Construction Co., or any other affiliate, is or are registered to conduct business in West Virginia. If so, provide copies of:
 - a. the West Virginia articles of incorporation;
 - b. all applicable certificates of existence;
 - c. the most recent annual report filed with the West Virginia Secretary of State;
 - d. any and all other documentation from the West Virginia Secretary of State confirming the registration of Bud Rife Construction Co.

3. Provide the most recent annual report and articles of incorporation for Bud Rife Construction Co. filed with the Kentucky Secretary of State.

4. State whether Bud Rife Construction Co. maintains a separate set of books for its West Virginia operations.

5. State whether Bud Rife Construction Co. maintains a separate bank account(s) for its West Virginia operations.

6. Provide the total sums B&H has paid to each of the following in the past five (5) calendar years, broken down by type of expense:
 - a. Bud Rife Construction Co.;
 - b. Hall, Stephens & Hall;
 - c. JCG;
 - d. B&S;
 - e. Bud Rife, individually

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

7. With regard to each of the four affiliated entities identified in the question immediately above, provide the percentage of their total operating income that is derived from conducting business with B&H.
8. Provide the total debt B&H owes to each of the following, broken down annually for each of the past ten years:
 - a. Bud Rife Construction Co.;
 - b. Hall, Stephens & Hall;
 - c. JCG;
 - d. B&S;
 - e. Bud Rife, individually
9. Provide the total debt B&S owes to each of the following, broken down annually for each of the past ten years:
 - a. Bud Rife Construction Co.;
 - b. Hall, Stephens & Hall;
 - c. B&H;
 - d. B&S;
 - e. John Bradley;
 - f. Debbie Bradley;
 - g. Bud Rife, individually
10. State how many employees B&H has, and state:
 - a. whether each employee is full or part time;
 - b. the benefits provided to each employee, including salaries;
 - c. a description of their job functions
11. Provide the number of employees, contractors or consultants, identifying which are full-time and which part-time, for each of:
 - a. Bud Rife Construction Co.;
 - b. Hall, Stephens & Hall;
 - c. JCG;
 - d. B&S
12. Provide a ledger depicting the amounts of shared costs which B&H paid for each of the last three years to each of its affiliates. The term "shared costs" as used in this question includes, but is not limited to human resources, utility plant, and rentals.

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

- a. Identify the entity or entities to which such shared costs were paid (for example, whether to Bud Rife Construction Co., B&S, etc.).
 - b. State whether the shared services were provided on an hourly basis, weekly, or monthly.
 - c. Explain the procedures B&H follows in allocating the appropriate time and expense to B&H.
13. Provide the amount of profit / loss for each of the following for each of the last five (5) years:
- a. Bud Rife Construction Co.;
 - b. Hall, Stephens & Hall;
 - c. JCG;
 - d. B&S
14. Provide copies of all accounts receivable for the last three years for the following:
- a. JCG;
 - b. Bud Rife Construction Co.;
 - c. Hall, Stephens & Hall;
 - d. B&H;
 - e. B&S
15. Provide balance sheets for the last three years for the following:
- a. JCG;
 - b. Bud Rife Construction Co.;
 - c. Hall, Stephens & Hall;
 - d. B&H;
 - e. B&S
16. Identify the location of all building(s) from which B&H conducts its business operations, including both the street and mailing addresses of all such applicable buildings.
- a. Identify all individuals and/or business entities (including but not limited to B&H's affiliates) that share space at any such locations.
 - b. Provide the percentages that all such individuals, entities and affiliates contribute toward costs for office and/or other buildings.
 - c. Identify the individual(s) or business entities that own all such buildings.

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

- d. With regard to the building rent B&H pays to Bud Rife, state when the rental cost increased from \$1,000 per month to \$2,000 per month, and identify all reasons for the cost increase.
17. With regard to the building Mr. Rife owned which he rented to B&H and JCG, and which was damaged by two fires:
 - a. Confirm that Mr. Rife individually maintained a policy of property insurance covering the original structure;
 - b. Confirm that using the proceeds of the coverage paid as a result of the fire damage, Mr. Rife has constructed a new building;
 - c. Provide the total square footage of the new building;
 - d. List all individuals or entities that utilize the new building for business purposes.
18. Provide the street and mailing addresses for all locations for the following:
 - a. Hall, Stephens & Hall;
 - b. JCG;
 - c. B&S;
 - d. B&H;
 - e. Bud Rife Construction Co.
19. Provide the street and mailing addresses for all locations where records regarding the following are maintained, or stored:
 - a. Hall, Stephens & Hall;
 - b. JCG;
 - c. B&S;
 - d. B&H;
 - e. Bud Rife Construction Co.
20. Given that B&H and its affiliate JCG are operated out of the same office, explain the degree to which the management services Mr. Rife provides to the two companies overlap.
21. Provide the name, mailing and street addresses of any other business of any type or sort in which Mr. Rife has any role whatsoever.

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

- a. If any, explain the nature of the business, and Mr. Rife's responsibilities with that business.
22. Provide a detailed description of all functions, tasks and duties Mr. Rife performs for B&H and B&S.
 23. State whether Mr. Rife receives a management fee for the work he perform on B&H's behalf. If so:
 - a. Provide documentation of the amount of the fee Mr. Rife has received from B&H for each of the past five years.
 - b. State whether the fee B&H pays to Mr. Rife includes costs for wages and benefits of secretarial help, and if so, provide the amounts Mr. Rife has paid for such services for each of the past three years.
 24. If Mr. Rife received a salary and/or other types of compensation from B&H, provide documentation of the amount of that salary and/or other compensation for each of the past five years. If the salary includes any benefits, please identify the type of benefits and monetary value thereof.
 - a. If Mr. Rife received and benefits in addition to a salary, please identify the type of benefits and the monetary value thereof.
 25. Provide the amount of compensation Mr. Rife received from Hall, Stephens & Hall, and from each of the entities he owns for each of the past three years. Include also whether this compensation includes any benefits, and if so, identify the type of benefits and monetary value thereof.
 - a. With regard to B&S, this request includes net earnings, management fee, or any and all other types of compensation Mr. Rife received from B&S.
 26. Provide the amount of compensation or other payments of any type or sort, including royalties, that the individual partners in Hall, Stephens & Hall received over the last three years. Break down all such payments by the individual name of each such partner.
 27. State whether any of the individual partners in Hall, Stephens & Hall have ever been a shareholder, officer, employee or partner in any other gas supply company. If so, provide complete details.

28. Identify the members of B&H's board of directors.
 - a. Provide the total compensation of all types given to each member of B&H's board of directors for the past three years.
29. Identify B&H's current officers and directors.
 - a. Provide the compensation of all types provided to all officers and directors of B&H, including Bud Rife in his separate capacities as officer and director, for the past three years.
30. When was the last time B&H issued an RFP for gas cost?
 - a. If within the past five years, provide copies of all bids.
31. Provide copies of all correspondence with all gas suppliers within the past five years inquiring about or pertaining to the supply of gas to JCG.
32. Confirm that B&S was formerly known as Bradley and Son Oil & Gas Co., Inc.
 - a. State whether Bradco Oil Co. is or ever was in any manner related or affiliated to Bradley and Son Oil & Gas Co., Inc.
33. Provide B&H's telephone expense for each of the past three years.
 - a. Given that B&H shares office space with JCG, explain whether B&H has ever attempted to obtain a customized business phone plan in which expenses are shared between B&H and JCG on a pro rata basis.
 - b. Explain whether B&H shares the expenses of cell phones which Mr. Rife, his employees and/or contractors use for Bud Rife Construction Co. and other business entities. If so, explain why it is appropriate for B&H to pay for expenses of Mr. Rife's unregulated entities.
 - c. Explain whether Mr. Rife has a separate phone plan for B&S, and if so, identify all businesses that share in the costs of that phone plan.
34. Provide a list of B&S's clients and sales. For all affiliated companies, break down annual sales volumes by company. For sales to any unaffiliated customers, provide only the volume of sales and number of customers.
35. State whether the promissory note B&H executed in favor of Mr. Rife, included in its application in this case, includes any portion(s) of Mr. Rife's salary and/or

management fee. If not, fully identify the nature of the loans referenced in that promissory note, and when each such loan was actually made.

- a. With regard to the referenced loans Mr. Rife made to B&H, provide all terms of each and every such loan, including but not limited to:
 - i. any and all documents referencing each and every such loan;
 - ii. dates each and every such loan were made and the amounts thereof;
 - iii. dates when B&H's payment(s) were to be made;
 - iv. any applicable interest charged; and
 - v. reason(s) for each loan.
- b. With regard to the referenced provision of services, provide:
 - i. all dates upon which Mr. Rife provided the services;
 - ii. a description of the nature of the services provided on each occasion such services were provided;
 - iii. copies of all invoices Mr. Rife sent to B&H for the provision of those services;
 - iv. when B&H's payment(s) were to be made;
 - v. any applicable interest charged; and
 - vi. reason(s) for each loan.
- c. Provide date references indicating each date upon which B&H failed to tender the payments to Mr. Rife referenced in that promissory note, broken down by the following categories identified in the note:
 - i. Mr. Rife's loans to B&H; and
 - ii. Mr. Rife's advanced services to B&H;
 - iii. past due office rent; and
 - iv. past due truck rent.
- d. Provide copies of all invoices Mr. Rife sent to B&H for the above-referenced items.
- e. For each date in which B&H failed to tender payment for the items listed above, provide a copy of B&H's ledger for the month in which the failure to tender payment occurred.
- f. If any of the loans and/or debts for provision of services which Bud Rife provided to B&H were either forgiven or paid by any other affiliated company, provide complete details as to the dates the forgiveness occurred, the amounts, and any and all documentation thereof.

36. Reference the two promissory notes B&H executed in favor of Bud Rife Construction Co. ("BRCC").

- a. With regard to the loans referenced in both notes which BRCC made to B&H, provide all terms of each and every such loan, including but not limited to:
 - i. any and all documents referencing each and every such loan;
 - ii. dates each and every such loan were made and the amounts thereof;

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

- iii. dates when B&H's payment(s) were to be made;
- iv. any applicable interest charged; and
- v. reason(s) for each loan.
- b. Provide documentation regarding how B&H spent the proceeds of each such loan received from BRCC.
- c. With regard to the referenced services BRCC provided to B&H, provide:
 - i. all dates upon which BRCC provided the services;
 - ii. a description of the nature of the services provided on each occasion such services were provided;
 - iii. copies of all invoices Mr. Rife sent to B&H for the provision of those services;
 - iv. when B&H's payment(s) were to be made;
 - v. any applicable interest charged; and
 - vi. reason(s) for the provision of such services.
- d. Provide date references indicating each date upon which B&H failed to tender the payments to BRCC referenced in that promissory note, broken down by the following categories identified in the note:
 - i. BRCC's loans to B&H; and
 - ii. BRCC's services advanced to B&H;
 - iii. past due office rent; and
 - iv. past due truck rent.
- e. Provide copies of all invoices BRCC sent to B&H for the above-referenced loans and/or provision of services.
- f. For each date in which B&H failed to tender payment for the above-referenced loans and/or provision of services, provide a copy of B&H's ledger for the month in which the failure to tender payment occurred.
- g. If any of the loans and/or debts for provision of services which BRCC provided were either forgiven or paid by any other affiliated company, provide complete details as to the dates the forgiveness occurred, the amounts, and any and all documentation thereof.

37. Reference the two promissory notes B&H executed in favor of B&S.

- a. With regard to the loans referenced in that note which B&S made to B&H, provide all terms of each and every such loan, including but not limited to:
 - i. any and all documents referencing each and every such loan;
 - ii. dates each and every such loan were made and the amounts thereof;
 - iii. dates when B&H's payment(s) were to be made;
 - iv. any applicable interest charged; and
 - v. reason(s) for each loan.
- b. Provide documentation regarding how B&H spent the proceeds of each such loan received from B&S.
- c. With regard to the referenced services B&S provided to B&H, provide:
 - i. all dates upon which B&S provided the services;

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

- ii. a description of the nature of the services provided on each occasion such services were provided;
 - iii. copies of all invoices B&S or Mr. Rife sent to B&H for the provision of those services;
 - iv. when B&H's payment(s) were to be made;
 - v. any applicable interest charged; and
 - vi. reason(s) for the provision of such services.
- d. With regard to the referenced sales of natural gas, provide:
- i. any and all documents referencing each and every such sale, including the price B&S charged at the time of each and every sale;
 - ii. dates each and every such sale was made and the amounts thereof;
 - iii. dates when B&H's payment(s) were to be made; and
 - iv. any applicable interest charged;
 - v. a complete explanation of why B&S failed to initiate any actions to collect the debts arising from B&H's failure to tender payments;
 - vi. a complete explanation of why B&S continued to provide gas even after B&H fell into significant arrears on its payments.
- e. Provide date references indicating each date upon which B&H failed to tender the payments to B&S referenced in that promissory note, broken down by the following categories identified in the note:
- i. B&S's loans to B&H;
 - ii. B&S's advance of services to B&H; and
 - iii. B&S's sales of natural gas to B&H.
- f. Provide copies of all invoices B&S or Mr. Rife sent to B&H for the above-referenced loans, provision of services and/or sales of natural gas.
- g. For each date in which B&H failed to tender payment for the above-referenced loans and/or provision of services, provide a copy of B&H's ledger for the month in which the failure to tender payment occurred.
- h. If any of the loans and/or debts for provision of services which B&S provided were either forgiven or paid by any other affiliated company, provide complete details as to the dates the forgiveness occurred, the amounts, and any and all documentation thereof.
38. State when Mr. Rife first started doing business with Hall, Stephens & Hall.
39. State when Bud Rife acquired his interest in Hall, Stephens & Hall.
40. State when Bud Rife became manager of Hall, Stephens and Hall.
41. Explain whether Mr. Rife, either individually or through B&S, provides the same sort of services to Hall, Stephens & Hall that he provides to B&S. If so, provide a complete list of all such services.

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

42. State whether B&H is seeking to recover any costs for health insurance premiums it paid on behalf of employees. If so, identify the amount and the number of employees.
43. Provide all invoices from outside experts, consultants, and legal counsel related to the current rate case (Case No. 2018-00433), as well as the total amount expended thus far. Provide this information on an ongoing basis.
44. Provide a list of each B&H salaried employee's job title with yearly salary, overtime if any, percent pay increase for each of the past ten (10) years, and also include all benefits, bonuses, awards, etc.
45. State whether any relative, by blood or marriage, of Mr. Rife holds or will hold any type or sort of position with B&H. If so, identify the person and the name of the position(s) involved.
46. Does B&H maintain any contracts with vendors whose principals are in any manner related, by blood or marriage, to Mr. Rife (other than himself)? If so:
 - a. Provide copies of any such contract, and a breakdown of how much money was spent per contract per year for the last ten years.
47. Reference B&H's 2017 annual report, p. 18. Of the \$4,620.00 for Office and Equipment identified there, provide the amount for which Johnson County Gas Co. is responsible.
48. Reference B&H's 2017 annual report, p. 29. Of the following expense items, provide the amount for which Johnson County Gas Co. is responsible:
 - a. \$21,600 in Administrative and General Salaries;
 - b. \$8,948.00 in Office Supplies and Expenses;
 - c. \$82,536.00 in Outside Services Employed;
 - d. \$8,080.00 in Property Insurance;
 - e. \$9,258.00 in Employee Pensions and Benefits;
 - f. \$1,894.00 in Miscellaneous General Expenses;
 - g. \$9,000.00 in Rents (Account 931)
49. Of the amounts identified in subparts (a) – (f), above, provide the sums to which the following entities / individuals have contributed:
 - a. JCG;
 - b. Bud Rife Construction Co.;

Electronic Investigation of B & H Gas Co., and Bud Rife, Individually, and as an Officer of B&H Gas Co.;
Alleged Violation of KRS 278.300
Case No. 2019-00055
Attorney General's Initial Data Requests

- c. Hall, Stephens & Hall;
- d. B&S;
- e. Mr. Rife, individually

50. Reference B&H's 2017 annual report, p. 13. Confirm that the report identifies no Advances from Associated Companies.

51. Provide B&H's Commission-approved GCA cost in effect for each month of 2017.

52. State whether B&H pays for liability insurance on vehicles it leases from Mr. Rife and/or other businesses Mr. Rife owns.

53. Identify all of B&H's gas suppliers for the last three years, and the volumes each supplier provided. State whether all such suppliers are current on their invoicing to B&H. If not, state why not.

54. State the amount of B&H's excess gas cost revenues for each of the last three years.

55. State whether B&H provides any type or sort of retirement benefits to its employees, and to Mr. Rife. If so, provide complete details including amounts paid for each such benefit over the past five years.

56. Identify all customers to whom B&H provides gas service either free of charge, or at reduced rates.

57. Provide copies of all contracts B&S has with:

- a. JCG;
- b. B&H;
- c. Hall, Stephens & Hall;
- d. Bud Rife Construction Co.; and
- e. Any other LDC.

58. Provide copies of all contracts B&S had in effect during the test year in Case No. 2018-00433 with:

- a. JCG;
- b. B&H;
- c. Hall, Stephens & Hall;
- d. Bud Rife Construction Co.; and
- e. Any other LDC.