Decision 19-02-018 February 21, 2109

#### BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation and Ordering Pacific Gas and Electric Company to Appear and Show Cause Why It Should Not Be Sanctioned for Violations of Article 8 and Rule 1.1 of the Rules of Practice and Procedure and Public Utilities Code Sections 1701.2 and 1701.3.

Investigation 15-11-015

### DECISION GRANTING COMPENSATION TO THE UTILITY REFORM NETWORK FOR SUBSTANTIAL CONTRIBUTION TO DECISION 18-04-014

Intervenor: The Utility Reform Network (TURN)	For contribution to Decision (D.) 18-04-014
Claimed: \$80,408.31	Awarded: \$80,408.31
Assigned Commissioner: Michael Picker	Assigned ALJ: Robert Mason

### PART I: PROCEDURAL ISSUES:

A. Brief description of	In D.18-04-014, Revised Decision Granting Joint Motion of the			
Decision:	City of San Bruno, the City of San Carlos, the Office of			
	Ratepayer Advocates, the Safety and Enforcement Division, The			
	Utility Reform Network, and Pacific Gas and Electric Company			
	for Adoption of Settlement Agreement, the Commission adopted			
	the Settlement Agreement entered into by the parties named in			
	the decision. The Settlement Agreement resolved the first phase			
	of the Commission's investigation into PG&E's pattern and			
	practice from 2010-2014 of violating the Commission's Rules of			
	Practice and Procedure governing <i>ex parte</i> communications and			
	associated sections of the California Public Utilities Code. The			
	Settlement Agreement adopted in D.18-04-014 provides			
	financial and non-financial remedies for PG&E's conduct			
	related to the 48 communications originally identified by the			
	Commission as within the scope of this investigation, plus 116			
	additional communications that parties agreed to add to the			

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scope of this proceeding (for a total of 164 communications between 2010 and 2014). The Commission in D.18-04-014 also determined that a second phase of this proceeding should be opened to consider whether any of the additional communications disclosed by PG&E on September 21, 2017, after the submission of the Settlement Agreement, violated the Commission's *ex parte* rules.

B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812:

	Intervenor	CPUC Verified			
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):					
1. Date of Prehearing Conference:	April 20, 2016	Verified			
2. Other specified date for NOI:	N/A				
3. Date NOI filed:	May 20, 2016	Verified			
4. Was the NOI timely filed?		Yes			
Showing of eligible customer status (§ (§§ 1	1802(b) or eligible lo 802(d), 1802.4):	ocal government entity status			
5. Based on ALJ ruling issued in proceeding number:	A.15-03-005	Verified			
6. Date of ALJ ruling:	Aug. 6, 2015	Verified			
7. Based on another CPUC determination (specify):					
8. Has the Intervenor demonstrated cus eligible government entity status?	stomer status or	Yes			
Showing of "significant final	ncial hardship" (§180	2(h) or §1803.1(b))			
9. Based on ALJ ruling issued in proceeding number:	A.15-03-005	Verified			
10. Date of ALJ ruling:	Aug. 6, 2015	Verified			
11. Based on another CPUC determination (specify):					
. 12. Has the Intervenor demonstrated signardship?	gnificant financial	Yes			
Timely request for	or compensation (§ 18	804(c)):			

<sup>&</sup>lt;sup>1</sup> While PG&E agreed to add these communications to the scope of the proceeding, PG&E has not admitted that each is a violation of the Commission's *ex parte* rules.

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13. Identify Final Decision:	D.18-04-014	Verified
14. Date of issuance of Final Order or Decision:	May 3, 2018	Verified
15. File date of compensation request:	July 2, 2018	Verified
16. Was the request for compensation time	Yes	

### PART II: SUBSTANTIAL CONTRIBUTION:

A. Did the Intervenor substantially contribute to the final decision (see  $\S$  1802(j),  $\S$  1803(a), 1803.1(a) and D.98-04-059).

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
TURN, in conjunction with the other Non-PG&E Settling Parties (which include the Office of Ratepayer Advocates (ORA), the Commission's Safety and Enforcement Division (SED), the City of San Bruno (San Bruno), and the City of San Carlos (San Carlos), demonstrated that limited discovery regarding the "Category 3 e-mails" was appropriate to determine whether the encounters they described were in fact <i>ex parte</i> violations, despite the appearance otherwise. PG&E had opposed including these Category 3 communications in the scope of this proceeding and thus opposed any discovery. The Commission determined that limited discovery on the Category 3 emails was appropriate "under the extraordinary circumstances of this investigation, where PG&E's past conduct has aroused an unprecedented level of public concern." Following that determination, TURN and the other Non-PG&E Settling Parties	<ul> <li>Assigned Commissioner and Administrative Law Judge's Joint Ruling Revising Preliminary Scoping Memorandum, Jul. 12, 2016, p. 7</li> <li>Joint Opening Brief of SED, ORA, TURN, San Carlos, and San Bruno on Whether "Category 3" Communications Should Be Included in this Proceeding, filed May 20, 2016</li> <li>D.18-04-014, Attachment A, pp. 8-9 (addressing Category 3 emails)</li> <li>TURN Comments on the Preliminary Determination of Need for Evidentiary Hearings, Issues, and Schedule in This Proceeding, 12/3/15, pp. 4-9</li> </ul>	Verified

conducted limited discovery on the original 21 Category 3 emails and concluded that 7 should remain in the proceeding. The remedies provided by the Settlement Agreement adopted in D.18-04-014 addressed these 7 Category 3 emails, in addition to the Category 1 and Category 2 emails at issue here.

TURN also demonstrated that PG&E should be held accountable in this investigation for violating Rule 12.6 of the Commission's Rules of Practice and Procure, in addition to its ex parte violations. TURN raised this issue in its response to the OII, pointing to PG&E's oral communication with then-Commission President Peevey on August 29, 2010, concerning PG&E's 2011 General Rate Case, A.09-12-020. PG&E had disclosed that particular communication on May 21, 2015, in a supplement to its October 6, 2014 disclosure of other oral ex parte communications. The Commission only listed the October 6, 2014 disclosure in the preliminary scope of the OII. TURN explained that the Aug. 29, 2010 communication should be in the scope of this proceeding because it violated both the ex parte rules and Rule 12.6, which governs the confidentiality and inadmissibility of settlement negotiations.

Section 2.1.A of the Settlement Agreement includes PG&E's admission that it violated Rule 12.6 "on at least one occasion" during the time period from 2010  D.18-04-014, Attachment A, Settlement Agreement, Section 2.1.A (Violation of Commission Rules) Verified

to 2014 by disclosing to a Commission decisionmaker the contents of ongoing settlement negotiations. That violation of the Commission's Rules, along with PG&E's numerous violations of the <i>ex parte</i> rules and Rule 1.1, is addressed by the remedies adopted by D.18 04-014.		
Remedies in Settlement Agreement  TURN's efforts, in conjunction with those of SED, ORA, the City of San Bruno, and the City of San Carlos (collectively, the Non- PG&E Parties), resulted in an important Settlement Agreement with PG&E, which the Commission adopted in D.18-04-014. As detailed further below, the Settlement Agreement resolves the Commission's investigation into PG&E's failure to timely report ex parte communications, and engagement in prohibited ex parte communications, across multiple Commission proceedings from 2010 to 2014, as indicated by the 164 specific communications at issue in the Settlement Agreement (12 of which PG&E acknowledged were ex parte violations, and the remaining 152 alleged by the Non-PG&E Parties to be ex parte violations).  The Settlement Agreement as modified in response to the Proposed Decision to increase the fine payable to the State General Fund by \$11 million includes the following key financial and	<ul> <li>D.18-04-014, pp.         27-29 (financial remedies); 29-30 (non-financial remedies)</li> <li>D.18-04-014, p. 37 ("The Settlement Agreement, when combined with the stipulations and exhibits accepted into evidence, has sufficient factual information to allow this Commission to discharge its regulatory obligations.")</li> </ul>	Verified
non-financial remedies:  Financial Remedies		

- Gas Transmission and Storage Rate Case Ratemaking Remedy: PG&E shall forego collection of \$63.5 million in revenue requirements for the years 2018 and 2019
- General Rate Case
  Remedy: PG&E will
  implement a one-time
  adjustment of \$10,000,000
  amortized in equivalent
  annual amounts for its
  next General Rate Case
  cycle
- Compensation Payable to the City of San Bruno and City of San Carlos: PG&E shall pay \$6,000,000 to the City of San Bruno General Fund and \$6,000,000 to the City of San Carlos General Fund
- Payment to the State of California General Fund: PG&E shall pay \$12,000,000

These terms represent the largest financial remedy ever imposed by the Commission in a decision addressing violations of its exparte rules.

#### Non-Financial Remedies

 For a period of two years, PG&E shall provide notice of tours provided to Commission Decisionmakers of PG&E's facilities that may be at issue in pending proceedings and must

additionally invite TURN, ORA, and SED to attend the tour.

- For a period of three years, PG&E shall provide notice of transmittals of credit rating agency or investor reports to Commission

  Decisionmakers to TURN, ORA, SED, and parties in PG&E's most recent cost of capital, General Rate Case, and Gas

  Transmission and Storage proceedings.
- For a period of two years, PG&E shall provide notice of "meet and greet" meetings between certain PG&E Officers and Commission Decisionmakers to ORA and TURN
- For a period of three years, PG&E will provide the parties to I.15-11-015 a copy of the training materials PG&E uses to annually train its employees on the Commission's ex parte rules, as well as an annual certificate of completion for the training of all officers, Regulatory Affairs employees and Law Department attorneys.

TURN participated actively in all aspects of the process that lead to the Commission's adoption of the Settlement Agreement in D.18-04-014. Indeed, TURN played a

leading role in many aspects of the Non-PG&E Parties' efforts, including discovery, strategy development, preparation of offers and counteroffers presented to PG&E, negotiation, and contribution to the factual stipulations for the 164 communications that formed the "Joint Record" relied upon by the Commission in assessing the reasonableness of the proposed Settlement Agreement.

Settlement negotiations commenced and concluded under unusual circumstances, as parties were able to reach agreement before presenting their litigation positions on the legal and policy issues presented in this investigation. Parties first began meeting in compliance with the January 8, 2016 Assigned Commissioner and Administrative Law Judge's Ruling Directing Parties to Engage in Meet and Confer Process and Setting Prehearing Conference. Given the fruitful – albeit prolonged – nature of negotiations that flowed from the Meet and Confer process, Parties sought and received extensions in the briefing schedule to provide more time to pursue settlement. (See E-Mail Rulings on 1/13/17 and 3/22/17 continuing the briefing schedule). Ultimately, that process was successful and avoided the need for additional litigation. As a result of this unusual procedural context, TURN cannot point to pleadings that indicate TURN's litigation position on the extent of PG&E's violations of the

Commission's ex parte rules and related California statutes, and TURN's position on appropriate remedies for PG&E's egregious conduct, which could be compared to the Settlement Agreement. Even so, given TURN's role in this proceeding and the significance of the resulting Settlement Agreement adopted by the Commission, TURN submits that the Commission should find that		
D.18-04-014 and the Settlement Agreement it adopted reflect TURN's substantial contribution.		
Treatment of New Communications Disclosed by PG&E in September 2017  TURN, in conjunction with the other Non-PG&E Settling Parties, demonstrated that the Commission should open a second phase of this OII to investigate the new emails released by PG&E on September 21, 2017. PG&E had argued that the remedies included in the Settlement Agreement should suffice as punishment for these new emails because they "are similar in nature to those previously addressed in this proceeding." The Commission disagreed in D.18-04-014 and ordered a second phase in this proceeding to determine if the emails disclosed by PG&E on Sept. 21, 2017 violated the Commission's ex parte rules.	<ul> <li>D.18-04-014, p. 22 and Ordering Paragraph 3.</li> <li>Joint Response of SED, ORA, San Bruno, and San Carlos to PG&amp;E's September 21, 2017 Motion Accepting the Proposed Decision's Modification of the Settlement Agreement, filed Nov. 1, 2017</li> <li>PG&amp;E's Reply to the Joint Response of SED, ORA, TURN, San Bruno, and San Carlos to PG&amp;E's Sept. 21, 2017 Motion Accepting the Proposed Decision's Modification of the Settlement Agreement, filed Nov. 8, 2017, p. 5</li> </ul>	Verified

## B. Duplication of Effort (§ 1801.3(f) and § 1802.5):

	Intervenor's Assertion	CPUC Discussion
a. Was the Public Advocate's Office at the California Public Utilities Commission (Cal Advocates) a party to the proceeding? <sup>2</sup>	Yes	Verified
b. Were there other parties to the proceeding with positions similar to yours?	Yes	Verified
c. If so, provide name of other parties: The Commission's Safety and Enforcement Divisio of San Bruno (San Bruno), and the City of San Carl were also active parties from the inception of this prijoined the Settlement Agreement.	Verified	
d. Intervenor's claim of non-duplication: From the outset of this proceeding, TURN has been coverage of issues with all of the other Non-PG&E SED, San Bruno, and San Carlos) to avoid duplication possible. This active coordination continued throug period covered by this request for compensation.  In consultation with the other Non-PG&E parties, Tolead in many aspects of case, including the meet and discovery, and settlement negotiations, including: of requests; drafting documents used during negotiation editing stipulations proposed by PG&E (and negotiation and playing a coordination role among the Non-PG&E throughout settlement negotiations. TURN also too drafting the Non-PG&E Parties' response to PG&E 2017 Motion, wherein PG&E first disclosed the addragen now the subject of Phase 2 of this OII. TURN's this allocation of work, which created efficiencies for all of these reasons, TURN submits that there we duplication between TURN's participation and that other Non-PG&E Parties.	Parties (ORA, on to the extent shout the time.  URN took the d confer process, drafting data ns; reviewing and ating the same); &E Parties k the lead in 's September 21, litional emails that timesheets reflect or other parties.	Noted

The Office of Ratepayer Advocates (ORA) was renamed the Public Advocate's Office at the California Public Utilities Commission (Cal Advocates), pursuant to Senate Bill No. 854, which the Governor approved on June 27, 2018.

## PART III: REASONABLENESS OF REQUESTED COMPENSATION:

## A. General Claim of Reasonableness (§ 1801 and § 1806):

T	
a. Intervenor's claim of cost reasonableness:	CPUC
TUDN'2	Discussion
TURN's request for intervenor compensation seeks an award of	N. 4 1
approximately \$80,000 as the reasonable cost of our participation in	Noted
the first phase of this proceeding. TURN submits that these costs are	
reasonable in light of the importance of the issues TURN addressed	
and the benefits to customers.	
A1-in1 in Cotion II A -h the Co-ttlement A	
As explained in Section II.A above, the Settlement Agreement adopted	
in D.18-04-014 provides PG&E's ratepayers with \$73.5 million in	
direct financial benefits. This means that ratepayers received more	
than \$900 in benefits for each \$1 spent by TURN on participating in	
this proceeding, a very reasonable return on investment.	
Ratepayers will also benefit from the non-financial remedies adopted	
by D.18-04-014, which foster greater transparency, accountability, and	
ethical conduct by PG&E. As the Commission recognized in Section	
2.5 of D.18-04-014, the Commission's <i>ex parte</i> restrictions and	
reporting requirements promote the dual public policies of openness	
and due process. "Proper adherence to the rules regarding the	
avoidance of improper <i>ex parte</i> communications, as well as the duty to	
report such communications, assures the parties and the public that the	
decisionmakers have comported themselves in an impartial manner."	
(D.18-04-014, p. 13). Ratepayers clearly have a strong interest in	
policies that promote compliance with the Commission's rules	
governing <i>ex parte</i> communications. Non-compliance with these	
rules, such as the conduct of PG&E at issue in this OII, undermines	
the integrity of the Commission's decision making process and the	
Commission's ability to carry out its duty to protect the public interest.	
In contrast, ratepayers benefit when the Commission renders its	
decisions in an impartial manner, and where all parties (including	
utilities, ratepayer advocates, and other stakeholders) are given equal	
access to decisionmakers, as the ex parte rules require.	
For these reasons, the Commission should find that TURN's efforts	
have been productive.	
b. Reasonableness of hours claimed:	Noted
This Demonstrate Communication in 1 1 1 1 1 1 1 2001	
This Request for Compensation includes slightly more than 200 hours	
of TURN's attorney time, spanning two and a half years of work.	
TURN's efforts reflected herein resulted the development of the	
factual stipulations that formed the record in this proceeding (given	

the absence of any testimony or briefs), the Settlement Agreement adopted in D.18-04-014, as well as the Commission's initiation in that decision of a second phase of this OII. TURN assigned this proceeding to staff attorney Hayley Goodson, who did the vast majority of the work. Ms. Goodson benefitted from occasional input from TURN Legal Director Thomas Long and TURN General Counsel Robert Finkelstein on strategic matters and also on tax-related issues related to the remedies under negotiation. Because Mr. Long represented TURN in many of the proceedings implicated by PG&E's ex parte violations, including the Gas Transmission and Storage proceeding and the San Bruno OIIs, he was also able to efficiently offer Ms. Goodson valuable background information and insights. This request for compensation includes approximately 8 hours of Mr. Long's time and 3 hours of Mr. Finkelstein's time. Ms. Goodson also consulted with TURN staff attorney Marcel Hawiger on PG&E's communications related to matters with which he had particular familiarity, as well as on ratemaking issues associated with the Gas Transmission and Storage revenue requirement component of the financial remedies. Approximately 2 hours of Mr. Hawiger's time are included in this request. TURN submits that the Commission should find the hours requested here to be reasonable under the circumstances, and that TURN's showing supports that conclusion. However, should the Commission believe that more information is needed or that a different approach to discussing the reasonableness of the requested hours is warranted here, TURN requests the opportunity to supplement this section of the request. c. Allocation of hours by issue: Noted TURN has allocated its daily time entries by activity codes to better reflect the nature of the work reflected in each entry. TURN has used the following activity codes: Code Description Allocation of Time

GP	The work in this category included activities associated with general participation in this proceeding, such as the initial review of the OII, preparing preliminary pleadings, attending the PHC, reading ALJ rulings, and reading parties' pleadings as necessary to determine whether TURN should address the issues raised.	6.79%	
M&C	This work was related to participating in the Meet and Confer process ordered by the ALJ and Assigned Commissioner	22.55%	
Cat1	This work was specific to the "Category 1" communications, including preparation of factual stipulations, which were addressed through the Meet and Confer process	5.82%	
Cat2	This work was specific to the "Category 2" communications, including discovery and preparation of factual stipulations, which were addressed through the Meet and Confer process	4.97%	
Cat3	This work was specific to the "Category 3" communications, including discovery and preparation of factual stipulations, which were addressed through the Meet and Confer process	10.42%	
Cat2/3	This work was specific to both the "Category 2" and "Category 3" communications, which were addressed through the Meet and Confer process	3.27%	
#	The work in in this category pertained to substantive issues but was not specific to any one issue area addressed by TURN.	0.48%	
Sett	This work was related to settlement negotiations	33.94%	

NewCom	This work was related to the new communications revealed by PG&E when it responded to the original Proposed Decision, specifically how the Commission should address them procedurally	6.91%
PD	This work was related to the original Proposed Decision and revised Proposed Decision which preceded D.18-04-014	1.33%
Comp	Intervenor Compensation: work preparing TURN's NOI and Request for Compensation	3.52%
TOTAL		100.00%

If the Commission believes that a different approach to issue-specific allocation is warranted here, TURN requests the opportunity to supplement this section of the request.

## B. Specific Claim:\*

	CLAIMED				CPUC AWARD			
	ATTORNEY, EXPERT, AND ADVOCATE FEES							
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Robert Finkelste in, TURN General Counsel	2016	1.50	\$510	D.16-11-004	\$765.00	1.50	\$510.00	\$765.00
Robert Finkelste in, TURN General Counsel	2017	1.25	\$520	D.17-11-032	\$650.00	1.25	\$520.00	\$650.00
Hayley Goodson , TURN Staff Attorney	2015	10.50	\$355	D.16-10-036	\$3,727.50	10.50	\$355.00	\$3,727.50
Hayley Goodson , TURN Staff	2016	121.75	\$380	D.17-03-022	\$46,265.00	121.75	\$380.00	\$46,265.00

Attorney								
Hayley Goodson , TURN Staff Attorney	2017	53.25	\$405	D.18-01-020	\$21,566.25	53.25	\$405.00	\$21,566.25
Hayley Goodson , TURN Staff Attorney	2018	0.75	\$435	D.18-04-020	\$326.25	0.75	\$435.00	\$326.25
Marcel Hawiger, TURN Staff Attorney	2016	1.00	\$415	D.16-06-024	\$415.00	1.00	\$415.00	\$415.00
Marcel Hawiger, TURN Staff Attorney	2017	0.75	\$425	D.17-11-032	\$318.75	0.75	\$425.00	\$318.75
Thomas Long, TURN Legal Director	2015	0.75	\$570	D.16-11-004	\$427.50	0.75	\$570.00	\$427.50
Thomas Long, TURN Legal Director	2016	2.50	\$575	D.16-11-004	\$1,437.50	2.50	\$575.00	\$1,437.50
Thomas Long, TURN Legal Director	2017	5.00	\$585	D.17-11-029	\$2,925.00	5.00	\$585.00	\$2,925.00
		INTERV	ENOR CO	Subtotal MPENSATION	<i>l: \$78,823.75</i> Claim prei	PARATIO		<i>l</i> : \$78,823.75
Item	Year	Hours	Rate \$	Basis for	Total \$	Hours	Rate	Total \$
Ttelli	1 cai	110015	rate 9	Rate*	10ιαι φ	Hours	Matt	I Otal G
Hayley Goodson , TURN Staff Attorney	2016	1	\$190.00	1/2 of 2016 hourly rate; D.16-03-027	\$190.00	1.00	\$190.00	\$190.00

, TU Staf	dson JRN	2018	6.25	\$217.50	1/2 of hourly D.18-04	rate; l-020	\$1,359.38  al: \$1,549.38	6.25	\$217.50	\$1,359.38
	COSTS								2,,,,,,	\$2,07,00
#	Iten	ı		Detail			Amount	Amount		t
	Copie		Copies of documents related to D.18-04-014		elated		\$15.80			\$15.80
	Phone		Phone calls related to D.18-04-014				\$5.55			\$5.55
	Postag	_	Mailing costs for filings related to D.18-04-014			\$13.83			\$13.83	
	Subtotal: \$35.18					ototal: \$35.18		Sul	btotal: \$35.18	
	TOTAL REQUEST: \$80,408.31					TOTA	AL AWARI	D: \$80,408.31		

<sup>\*</sup>We remind all intervenors that Commission staff may audit the records and books of the intervenors to the extent necessary to verify the basis for the award (§1804(d)). Intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenor's records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.

<sup>\*\*</sup>Travel and Reasonable Claim preparation time are typically compensated at  $\frac{1}{2}$  of preparer's normal hourly rate

ATTORNEY INFORMATION						
Attorney	Date Admitted to CA BAR <sup>3</sup>	Member Number	Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation			
Robert Finkelstein	June 1990	146391	No			
Hayley Goodson	December 2003	228535	No			
Marcel Hawiger	January 1998	194244	No			
Thomas Long	December 1986	124776	No			

### C. Attachments Documenting Specific Claim and Comments on Part III:

Attachment or Comment	Description/Comment
#	

<sup>&</sup>lt;sup>3</sup> This information may be obtained through the State Bar of California's website at http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch.

Attachment 1	Certificate of Service
Attachment 2	Timesheets for TURN's Attorneys
Attachment 3	TURN Direct Expenses Associated with D.18-04-014
Attachment 4	TURN Hours Allocated by Issue

#### PART IV: OPPOSITIONS AND COMMENTS:

(Within 30 days after service of this Claim, Commission Staff or any other party may file a response to the Claim (see § 1804(c)))

A. Opposition: Did any party oppose the Claim?	No
B. Comment Period: Was the 30-day comment period waived (see Rule 14.6(c)(6))?	Yes

### **FINDINGS OF FACT**

- 1. The Utility Reform Network has made a substantial contribution to D.18-04-014.
- 2. The requested hourly rates for The Utility Reform Network's representatives, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
- 3. The claimed costs and expenses, as adjusted herein, are reasonable and commensurate with the work performed.
- 4. The total of reasonable compensation is \$80,408.31.

#### **CONCLUSION OF LAW**

The Claim, with any adjustment set forth above, satisfies all requirements of Pub. Util. Code §§ 1801-1812.

### **ORDER**

- 1. The Utility Reform Network shall be awarded \$80,408.31.
- 2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company ratepayers shall pay The Utility Reform Network the total award. Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning September 16, 2018, the 75<sup>th</sup> day after the filing of The Utility Reform Network's request, and continuing until full payment is made.

3. The comment period for today's decision is waived.

This decision is effective today.

Dated February 21, 2019, at San Francisco, California.

MICHAEL PICKER
President
LIANE M. RANDOLPH
MARTHA GUZMAN ACEVES
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
Commissioners

### **APPENDIX**

## Compensation Decision Summary Information

Compensation Decision:	D1902018	Modifies Decision?	No
Contribution Decision(s):	D1804014		
Proceeding(s):	I1511015		
Author:	ALJ Mason		
Payer(s):	Pacific Gas and Electric Compa	ny ratepayers	

## Intervenor Information

Intervenor	Date Claim	Amount	Amount	Multiplier?	Reason
	Filed	Requested	Awarded		Change/Disallowance
The Utility Reform Network	07/02/2018	\$80,408.31	\$80,408.31	N/A	N/A

## Hourly Fee Information

First	Last Name	Attorney,	Hourly Fee	Year Hourly	Hourly Fee
Name		Expert, or	Requested	Fee Requested	Adopted
		Advocate			
Robert	Finkelstein	Attorney	\$510.00	2016	\$510.00
Robert	Finkelstein	Attorney	\$520.00	2017	\$520.00
Hayley	Goodson	Attorney	\$355.00	2015	\$355.00
Hayley	Goodson	Attorney	\$380.00	2016	\$380.00
Hayley	Goodson	Attorney	\$405.00	2017	\$405.00
Hayley	Goodson	Attorney	\$435.00	2018	\$435.00
Marcel	Hawiger	Attorney	\$415.00	2016	\$415.00
Marcel	Hawiger	Attorney	\$425.00	2017	\$425.00
Thomas	Long	Attorney	\$570.00	2015	\$570.00
Thomas	Long	Attorney	\$575.00	2016	\$575.00
Thomas	Long	Attorney	\$585.00	2017	\$585.00

(END OF APPENDIX)