ALJ/EC2/LR8/nd3 **Date of Issuance 12/17/2021**

Decision 21-12-046 December 16, 2021

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective on January 1, 2020 (U39M).	Application 18-12-009

DECISION GRANTING COMPENSATION TO THE UTILITY REFORM NETWORK FOR SUBSTANTIAL CONTRIBUTION TO DECISION 20-12-005

Intervenor: The Utility Reform Network (TURN)	**For contribution to Decision (D.) 20-12-005**
Claimed: $1,267,167.61	**Awarded:** $1,266,042.61
Assigned Commissioner: Clifford Rechtschaffen[1]	**Assigned ALJs:** Elaine Lau, Rafael L. Lirag

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	In D.20-12-005, *Decision Addressing the Test Year 2020 General Rate Case of Pacific Gas & Electric Company*, the Commission adopted the Settlement Agreement between PG&E, the Public Advocates Office, TURN, Small Business Utility Advocates (SBUA), Center for Accessible Technology (CforAT), National Diversity Coalition (NDC), Coalition of California Utility Employees (CUE), the Office of the Safety Advocate (OSA), and California City/County Streetlight Association, subject to certain modifications. The modifications include more stringent filing requirements for recovery of undercollections tracked by certain wildfire mitigation-related regulatory

[1] The proceeding was re-assigned to Commissioner Clifford Rechtschaffen on May 3, 2021.

	accounts, as well as identification of the specific customer service branch offices that PG&E is authorized to close.

B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812[2]:

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference:	2-11-19	Verified
2. Other specified date for NOI:		
3. Date NOI filed:	3-13-19	Verified July 26, 2019 Ruling
4. Was the NOI timely filed?		Yes
Showing of eligible customer status (§ 1802(b) or eligible local government entity status (§§ 1802(d), 1802.4):		
5. Based on ALJ ruling issued in proceeding number:	R.19-01-011	Verified
6. Date of ALJ ruling:	7-26-19 (with retroactive application to 11-8-18)	Verified
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer status or eligible government entity status?		Yes
Showing of "significant financial hardship" (§ 1802(h) or § 1803.1(b)):		
9. Based on ALJ ruling issued in proceeding number:	R.19-01-011	Verified
10. Date of ALJ ruling:	7-26-19 (with retroactive application to 11-8-18)	Verified

[2] All statutory references are to California Public Utilities Code unless indicated otherwise.

	Intervenor	CPUC Verification
11. Based on another CPUC determination (specify):		
12. Has the Intervenor demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.20-12-005	Verified
14. Date of issuance of Final Order or Decision:	12-11-20	Verified
15. File date of compensation request:	2-9-21	Verified
16. Was the request for compensation timely?		Yes

C. Additional Comments on Part I:

#	Intervenor's Comment(s)	CPUC Discussion
#5, 6, 9, 10	The ALJ Ruling issued in R.19-01-011 on 7/26/19 found that TURN had satisfied the eligibility requirements of Cal. Pub. Util. Code Section 1804(a) and demonstrated significant financial hardship, thus creating a rebuttable presumption of eligibility for intervenor compensation for other Commission proceedings commencing within one year of the date of that ruling. The ALJ Ruling also provided, "This rebuttable presumption of eligibility also applies, retroactively, to The Utility Reform Network's participation in other Commission proceedings, in which no ruling on this intervenor's NOI demonstrating financial hardship pursuant to Section 1802(h) has issued." (Ruling, pp. 7-8). The instant proceeding, A.18-12-009, is one in which TURN requested, but did not receive, a ruling on TURN's showing of significant financial hardship. The previously applicable rebuttable presumption, created by the ALJ Ruling issued on November 8, 2017, in I.15-08-019, expired one year later on November 8, 2018, before the commencement of this proceeding. Accordingly, the rebuttable presumption created by the ALJ Ruling in R.19-01-011 applies retroactively to this proceeding.	Verified
N/A	As authorized by the Commission in D.19-10-007, this request includes TURN's hours and direct costs incurred in PG&E's Risk Assessment and Mitigation Phase (RAMP) proceeding, I.17-11-003. The RAMP proceeding provided an opportunity for the Commission's Safety and Enforcement Division (SED) to review both utilities' RAMP reports for compliance, and also	Noted

#	Intervenor's Comment(s)	CPUC Discussion
	for parties to file comments and reply comments on the RAMP reports in anticipation of the utility's RAMP showing in the GRC. With this process complete, the Commission closed the RAMP proceeding in D.19-10-007, explaining that "RAMP-related testimonies and workpapers, the level and amount of safety mitigation planned, the reasonableness of proposed spending for safety mitigation programs and activities, and efficiency of risk mitigation funding are to be reviewed in A.18-12-009." (D.19-10-007, pp. 14-15).	

PART II: SUBSTANTIAL CONTRIBUTION

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

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
<u>Overview</u> This GRC proceeding covered an array of issues associated with PG&E's gas and electric utility service. TURN sponsored 11 volumes of testimony from eleven witnesses on a wide variety of those issues. TURN made a number of recommendations, addressing almost every aspect of PG&E's operations. These recommendations included reducing overall Administrative and General spending, reducing ratepayer funding of the Short Term Incentive Plan (STIP), reducing Customer Care costs, reducing electric and gas distribution capital and expense items and related ratemaking adjustments for deferred or imprudent gas and electric distribution spending, reducing electric generation capital and expense items and related ratemaking adjustments, reducing depreciation and rate base for numerous items, and rejecting or reducing funding for shared services projects and activities. TURN also opposed PG&E's proposal to close 17 customer service offices, and	• D.20-12-005, pp. 1-2 (adopting settlement agreement with several modifications) • Joint Motion of the Public Advocates Office (Cal Advocates), The Utility Reform Network (TURN), Small Business Utility Advocates (SBUA), Center for Accessible Technology (CforAT), National Diversity Coalition (NDC), Coalition of California Utility Employees (CUE), California City County Street Light Association (CALSLA), the Office of the Safety Advocate (OSA), and Pacific Gas and Electric Company (PG&E) for Approval of Settlement Agreement, filed Dec. 20, 2019 ("Joint Motion")	Verified

Intervenor's Claimed Contribution(s)	**Specific References to Intervenor's Claimed Contribution(s)**	**CPUC**
offered policy recommendations related to risk and extending the deferred work showing required by D.17-05-013, among other things. Finally, TURN addressed PG&E's analysis of the impacts of its GRC request on residential customer bill affordability, as required by Senate Bill 598. *See* Exhibits TURN-1 through TURN-11. TURN began participating in settlement negotiations prior to evidentiary hearings. Negotiations ran throughout hearings and afterwards, ultimately resulting in a settlement agreement resolving all of the disputed issues addressed in TURN's testimony. TURN played a leading role (along with PG&E and the Public Advocates Office (Cal Advocates)) throughout negotiations, reflecting the breadth and depth of our showing in the proceeding. No party addressed more issues than TURN but Cal Advocates, and TURN addressed some issues not covered by Cal Advocates. The Settlement Agreement recommended a test year revenue requirement increase for PG&E of $575 million, as compared to its original request of $1.058 billion and updated request of $1.003 billion (a reduction of $483 million compared to PG&E's application). The settlement agreement proposed an additional 3.5% increase in post-test year 2021 ($318 million) and 3.9% increase in 2022 ($367 million). The post-test year increase for 2021 is $136 million less than PG&E's original request of $453 million. The post-test year increase for 2022 is $119 million less than PG&E's original request of $486 million. In addition to these high-level numbers, the Settlement Agreement included detailed tables	• Joint Motion, Attachment 1 (Settlement Agreement Among Cal Advocates, TURN, SBUA, CforAT, NDC, CUE, CALSLA, OSA, and PG&E) ("Settlement Agreement") • Settlement Agreement, Appendix B (comparing the settlement outcomes on financial issues to PG&E's request, Cal Advocates' position, and TURN's position, with notes clarifying settlement outcomes, as appropriate).	

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
presenting budgets for every MWC or cost center covered by PG&E's GRC, organized by PG&E exhibit and chapter. These tables show PG&E's forecasts, proposed reductions by Cal Advocates and TURN, and the settlement outcome, and also include notes about the settlement outcome. The Settlement Agreement additionally contained numerous non-revenue requirement elements, such as reporting requirements, required showings in the next GRC, and other obligations placed on PG&E in response to the recommendations of intervenors. After very careful consideration, the Commission adopted this settlement agreement with several modifications in D.20-12-005. Historically, intervenors have faced some challenges in linking their litigation positions to the outcomes in a settled proceeding because of the confidential nature of settlement negotiations and the frequent "black box" nature of resulting settlement agreements. That is not the case here. Both the Joint Motion supporting the Settlement Agreement, the Settlement Agreement itself, and Appendix B to the agreement make very clear that TURN's efforts resulted in a substantial contribution to the settlement agreement and thus D.20-12-005. In the sections that follow, TURN demonstrates our substantial contribution associated with issues resolved by the Settlement Agreement by primarily citing to these documents for efficiency's sake, where possible. For some issues, we additionally cite to our testimony. TURN also clarifies that the issues identified below are not an exhaustive reflection of our contributions to		

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the Settlement Agreement. TURN was actively involved with negotiating the terms of almost every aspect of the Settlement Agreement, whether our participation was called out in the Joint Motion or not. But due to the confidentiality requirements of Commission Rule 12.6, TURN is limited in what we can disclose regarding the negotiations themselves.		
<u>Risk Assessment and Mitigation Phase (RAMP)</u> *RAMP Showing* TURN actively participated in PG&E's RAMP proceeding that preceded its Test Year 2020 GRC (I.17-11-003). TURN addressed the deficiencies in the utility's RAMP report, specifically that the Risk Spend Efficiency (RSE) should only consider risk reduction benefits from mitigations proposed for the upcoming GRC period, that RSE calculations should capture the full risk reduction benefits over the asset's life, that ranking of mitigations should be based on expected value calculations, and that PG&E should remedy its failure to explain how its overall mitigation plan takes into account constraints. In D.19-10-007, which closed the RAMP proceeding, the Commission concluded that the "RAMP process had positive impacts." The Commission explained, "PG&E also benefitted from suggested improvements, as well as comments and criticisms from SED and intervenors, and further enhancements to the RAMP process can be taken into account and addressed in future RAMP filings, current and future S-MAP proceedings, and	*RAMP Showing* • TURN Opening Comments on the PG&E RAMP Report and the Associated SED Report, filed 5/10/18 in I.17-11-003, pp. 6-14. • D.19-10-007, pp. 16-17 • D. 20-12-005, pp. 324, 326 *Consolidating RAMP and GRC Hours and Costs for Intervenor Compensation Purposes* • TURN Response to PG&E Motion to Close Proceeding, filed 5/31/19 in I.17-11-003, pp. 1-2 • D.19-10-007, pp. 17-18	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
in PG&E's TY 2020 GRC application." Then in D.20-12-005, the Commission adopted refinements for PG&E's next RAMP submission, including an evaluation and explanation of proactive replacements of assets prior to in-service failure, and the requirement of PG&E's next RAMP Report and GRC to comply with the settlement agreement in D.18-12-014. The Commission also noted that this provision would resolve issues raised by TURN and Cal Advocates regarding RAMP integration in this GRC. *Consolidating RAMP and GRC Hours and Costs for Intervenor Compensation Purposes* TURN recommended that the Commission permit intervenors in the RAMP proceeding to include their hours and costs associated with such work in a request for intervenor compensation submitted in the TY 2020 GRC proceeding, rather than filing two separate claims. In D.19-10-007, the Commission adopted the approach advocated by TURN. The Commission noted, "Allowing a single filing also benefits the Commission in that it will only have to conduct a single review."		
Outcome on Overall Test Year 2020 Revenue Requirement TURN proposed reductions to PG&E's test year O&M forecasts across all departments of approximately \$214 million, plus \$299 million for companywide expenses. TURN additionally proposed capital expenditure reductions relative to PG&E's requests of approximately \$100 million in 2018, \$270 million in 2019, and \$360 million in 2020.	• Settlement Agreement, Appendix B, "Cost Summary" tables on pages 1 and 2 (comparing TURN's reductions to the settlement reductions) • Settlement Agreement, Appendix A, "Results of Operations Summary of Proposed Increase over Authorized 2019," p. 1	Verified

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The Settlement Agreement adopted by D.20-12-005 reduced PG&E's O&M / A&G forecasts across all departments by approximately $125 million, and its companywide expense by $150 million. Combined with the reductions in the Settlement to PG&E's depreciation and working cash requests, these reductions result in a very substantial decrease in PG&E's 2020 authorized revenue requirement relative to its request, attributable in significant part to TURN's efforts. Rather than the $1.058 billion increase proposed by PG&E, later reduced to $1.003 billion pursuant to PG&E's rebuttal testimony, update testimony, and stipulated reductions, the Commission authorized a $575 million increase over authorized 2020 rates. Comparing PG&E's application request to this outcome produces three years of savings for ratepayers of $483 million per year (or $428 million per year using PG&E's adjusted request), for a total of nearly $1.5 billion across the 2020 GRC cycle. This figure does not include the additional savings stemming from the post-test year ratemaking adjustments authorized by the Commission in D.20-12-005. Nor does it include the additional rate reductions from the tax rate change associated with excess accumulated deferred income taxes (ADIT) that was contemplated in the Settlement Agreement. TURN's revenue requirement recommendations contributed materially to these reductions for the test year 2020 revenue requirements.	• Joint Motion, p. 44; Settlement Agreement, p. 31 (excess ADIT tax rate change and associated rate reduction will provide additional rate reductions, incremental to the Settlement Agreement's effect)	

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<u>Gas Distribution</u> TURN proposed a number of adjustments to PG&E's forecast for gas distribution O&M and capital, including approximately $20 million in expense adjustments and $94 million in capital reductions for 2020. *Meter Protection Program* The Settlement Agreement adopted by D.20-12-005 reduces PG&E's forecast by $5 million in gas distribution expense, applied to the Meter Protection Program (MWC EXB). TURN's advocacy is reflected in this reduction. *Cross Bore Program* The Settlement Agreement also resolves TURN's concerns about PG&E's deferred work in the Cross Bore Inspection Program. TURN had recommended a disallowance for PG&E's failure to complete "unable-to-access" inspections in San Francisco --one of the utility's highest risks -- which were funded in the last GRC. The Settlement Agreement provides that PG&E will complete the cross bore inspection work in San Francisco by as provided in Section 2.2.3. *Gas Distribution SCADA* The Settlement Agreement resolves concerns raised by TURN about previously funded but not completed gas distribution SCADA (Supervisory Control and Data Acquisition) work, as well as per-unit cost overruns on the completed work. The Settlement Agreement requires PG&E to demonstrate that the incremental benefits from any additional gas	• Settlement Agreement, Appendix B, p. 1 (summary of TURN's gas distribution adjustments, as presented in Ex. TURN-3, Ex. TURN-9, and Ex. TURN-10) • *Meter Protection Program*: Joint Motion, p. 16; Settlement Agreement, pp. 4-5, Section 2.2.5 (referencing the positions of TURN and Cal Advocates); Settlement Agreement, Appendix B, O&M Expense Table, p. 5 (attributing the gas distribution adjustments to the Meter Protection Program) • *Cross Bore Program*: Joint Motion, pp. 16, 24-25; Settlement Agreement, Section 2.2.3, pp. 3-4 • *Gas Distribution SCADA*: Joint Motion, p. 25; Settlement Agreement, Section 2.2.4, p. 4	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
distribution SCADA investments are reasonable in light of the costs if PG&E proposes additional deployment in the next GRC.		
Electric Distribution TURN proposed a number of adjustments to PG&E's forecast for electric distribution O&M and capital, including approximately $178 million in expense adjustments and $230 million in capital reductions for 2020. Most of TURN's reductions were to PG&E's forecasts for wildfire mitigation work, including system hardening (overhead and undergrounding) and enhanced vegetation management. TURN opposed PG&E's request for two-way balancing account treatment of Community Wildfire Safety Program (CWSP) costs, which included system hardening and enhanced vegetation management. TURN recommended reduced forecasts for system hardening activities, challenging the extent of work proposed by PG&E for high-cost / low risk-mitigation activities. TURN also recommended data collection and reporting to determine the relative success of the various wildfire mitigation investments proposed by PG&E. TURN similarly argued that PG&E's enhanced vegetation management forecast reflected excessive costs for overhang clearing and unreasonable, extensive removal of living, healthy trees that do not pose a genuine risk of wildfire ignition. TURN additionally recommended that the	• Settlement Agreement, Appendix B, pp. 5, 9 (summary of TURN's electric distribution adjustments, as presented in Ex. TURN-1, Ex. TURN-2, Ex. TURN-3, and Ex. TURN-9) • Ex. TURN-01 (Borden Testimony) (providing more detail on TURN's recommendations on system hardening and vegetation management than presented in the Joint Motion) • Joint Motion, pp. 17-20 (discussing system hardening and vegetation management Settlement Agreement terms), pp. 26-27 (summarizing electric distribution provisions in Settlement Agreement) • Settlement Agreement, pp. 5-10 (system hardening and vegetation management) • D.20-12-005, p. 340 (summarizing modifications to the Settlement Agreement)	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
Commission order an independent study of the need for healthy tree removal. The Settlement Agreement adopted by D.20-12-005 reduced PG&E's forecast by $60 million in electric distribution expense for vegetation management (MWC HN). Although the Settlement Agreement established a two-way balancing account for some CWSP costs (separately tracking system hardening and vegetation management costs), it incorporated controls and reporting requirements to allow the Commission and parties to monitor and assess the reasonableness of the pace and cost of PG&E's system hardening and vegetation management work. *Wildfire Mitigation Cost Controls* The Settlement Agreement required PG&E to seek a reasonableness review by Tier 3 Advice Letter of system hardening costs falling into either or both of the following two categories: (1) expenditures that exceed 115% of the revenue requirement authorized by the Settlement Agreement; or (2) expenditures with average per mile unit costs that exceed 115% of the unit cost targets in the Settlement Agreement. For vegetation management, the Settlement Agreement established the threshold for a reasonableness review via Tier 3 Advice Letter at 120% of the forecast established for routine and enhanced vegetation management (combined). In D.20-12-005, the Commission built upon and expanded these oversight and accountability provisions in the Settlement Agreement. First, the Commission required		

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that a reasonableness review for system hardening costs in excess of 115% of the authorized expense and capital forecasts, or recorded average per circuit mile unit costs in excess of 115% of authorized, be made by application instead of Tier 3 advice letter. Second, the Commission lowered the threshold for a reasonableness review of vegetation management costs in excess of the authorized forecast from 120% to 115% and required an application instead of a Tier 3 advice letter. *Other Wildfire Mitigation Oversight and Accountability Requirements* The Settlement Agreement responded to many of TURN's concerns about the appropriateness of PG&E's proposed enhanced vegetation management activities with reporting and other requirements. Those requirements include the following: (1) PG&E will comply with the guidelines for healthy tree removal provided by the Commission in D.19-05-037, Ordering Paragraph 7; (2) PG&E will file an annual report providing the results of its tree inspections; (3) PG&E will continue to track its enhanced vegetation management work and all tree removals in either vegetation management program in an auditable database; and (4) PG&E will conduct a Targeted Tree Species Study as proposed by TURN. Also to address TURN's concerns about transparency, accountability, and the necessity of all the system hardening work in PG&E's forecast (particularly pole replacement), the Settlement Agreement requires PG&E to do as follows: (1) provide an annual report of the CWSP work/projects		

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completed or in progress; (2) provide an annual report of the number of circuit miles completed for both overhead system hardening and undergrounding, the location of work performed, and cost by project; and (3) maintain data regarding the reason for every pole replaced, including whether a pole-loading calculation was performed for the pole to determine support for covered conductor, and make this data available through reporting.		
Energy Supply TURN proposed a number of adjustments to PG&E's forecast for generation O&M, including approximately $6 million in expense adjustments and an annual accrual for hydro decommissioning that is $8.5 million less than PG&E's proposal. TURN also presented recommendations related to energy supply prepayments that are summarized in the Results of Operations - Working Cash section below. The Settlement Agreement adopted by D.20-12-005 reduced PG&E's forecast by $22 million in energy supply expense. TURN's advocacy is reflected in the $8 million reduction for hydro decommissioning revenue requirement and the overall expense reduction of $4 million for efficiency savings. As the Joint Motion explains, this adjustment reflects TURN's opposition, along with the opposition of other parties, to a number of areas of PG&E's energy supply expense forecast. The Settling Parties agreed to assign the $4 million general reduction to MWCs that were not specifically disputed by any party as a compromise.	• Settlement Agreement, Appendix B, pp. 5-6, 9 (summary of TURN's energy supply adjustments, as presented in Ex. TURN-6) • Ex. TURN-6, p. 8 (hydro decommissioning) • Joint Motion, pp. 20-21 (summarizing the Energy Supply reductions and attributing the hydro decommissioning reduction to Cal Advocates, TURN, FEA, and JCCA) • Joint Motion, p. 28 (addressing the context for the general energy supply expense reduction) • Joint Motion, pp. 29-30 (ISFSI ratemaking)	Verified

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Moreover, the Settlement Agreement reflects TURN's advocacy related to ratemaking for Diablo Canyon Independent Spent Fuel Storage Installation (ISFSI). TURN recommended cost recovery through the qualified decommissioning trust funds instead of capitalizing these costs in the GRC, as PG&E had proposed. The Settlement Agreement adopts TURN's position. This term has no impact on the Test Year 2020 revenue requirement because the project has a 2023 completion date and thus was not included in PG&E's cost recovery request for this GRC; its financial benefits for ratepayers will be seen in the future.		
<u>Customer Care</u> *Financial Issues* TURN proposed a number of adjustments to PG&E's forecast for customer care, including approximately \$6.5 million in expense adjustments in various accounts and \$12.2 million in capital reductions (2019-2021) for the Salesforce Phases 2&3 IT project. The Settlement Agreement adopted by D.20-12-005 reduced PG&E's forecast by \$39 million in customer care expense. TURN's advocacy resulted in the \$0.2 million reduction for AB 802 Benchmarking (MWC EZ); \$1.5 million reduction Non-Residential Rates Implementation (MWC EZ); and \$2.3 million reduction for Contact Centers IT (Salesforce Phase 2&3) (MWC JV). These reductions were negotiated by TURN and PG&E during evidentiary hearings and	*Financial Issues* • Settlement Agreement, Appendix B, pp. 6, 9 (summary of TURN's customer care adjustments, as presented in Ex. TURN-5) • Settlement Agreement, Appendix B, p. 6a (detailing the impacts of the Customer Care stipulations between TURN and PG&E on expense and capital, which were incorporated into the Settlement Agreement) • Joint Motion, pp. 31-32; Settlement Agreement, pp. 19-20 (discussing expense and capital forecast reductions per stipulation between TURN and PG&E)	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
memorialized by stipulation, as explained in the Settlement Agreement. The Settlement Agreement includes another $4 million expense reduction "in the interest of customer affordability." This reduction reflects the efforts of TURN and other intervenors to reduce PG&E's GRC request to promote affordability, as a general matter. The specific MWCs receiving these reductions (MWCs IU and OM) are not ones with forecasts challenged by TURN or Cal Advocates but were arrived at as part of the negotiation process. The remaining $31 million of Customer Care expense reductions in the Settlement Agreement are associated with removing the costs for Residential Rate Reform (MWC EZ) and Statewide Marketing, Education, and Outreach from the GRC forecast. The Residential Rate Reform costs will continue to be recorded to the Residential Rates Memorandum Account for future reasonableness review, while actual Statewide ME&O costs will likewise be tracked but for future rate adjustment, not reasonableness review. PG&E may collect its forecasted costs in the meantime through its annual AET, subject to refund. Although TURN did not address this issue in testimony, TURN actively participated in negotiating and drafting this provision of the Settlement Agreement, as it was a part of the overall package of revenue requirement reductions at issue. The Settlement Agreement additionally reduced PG&E's 2020 capital forecast by $1.5 million for Salesforce Phase 2&3,	• Joint Motion, p. 31 (expense reductions "in the interest of customer affordability") • Joint Motion, pp. 33-34; Settlement Agreement, pp. 21-24 (Residential Rates Memorandum Account) *Customer Service Office Closures* • Ex. TURN-3, pp. 27-40 • Joint Motion, p. 35 • Settlement Agreement, pp. 20-21 • Proposed Decision, pp. 181-182 • D.20-12-005, pp. 180-181 *Impact of PG&E's GRC Request on Affordability and Disconnections for Nonpayment* • Ex. TURN-8, pp. 12-17 • TURN Reply Comments on Proposed Decision, 11/17/20, pp. 1-2 • D.20-12-005, pp. 189-190	

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pursuant to the stipulation between TURN and PG&E. *Customer Service Office Closures* TURN opposed PG&E's proposal to close 17 of its 75 customer service offices (CSOs). TURN reviewed the data gathered by PG&E through its surveys and conducted discovery for additional data to assess the extent to which customers who use the 17 CSOs proposed for closure have reasonable access to alternative channels for conducting payment and non-payment transactions with PG&E. TURN found that the CSOs identified by PG&E had declining transaction volumes and somewhat lower transactions in absolute terms than the remaining CSOs, thus making their closure less impactful on customers as a general matter. However, TURN identified additional considerations that supported keeping the CSOs open, particularly regarding customers using the targeted CSO who, for one reason or another, may not be able to take advantage of alternative channels to conduct payment and nonpayment transactions. TURN highlighted that PG&E's survey data indicated that 5% of respondents cannot pay their bill by means other than at the CSO. Cal Advocates, CUE, and L. Jan Reid likewise opposed PG&E's proposal. The Settlement Agreement permitted PG&E to close up to 10 of the requested CSOs, to be selected by PG&E within its sole discretion and presented to the Commission in a Tier 1 advice letter. The Settlement Agreement likewise obligated PG&E to: comply with the notice requirements adopted		

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in D.07-05-058 (the last decision authorizing PG&E to close CSOs) prior to closure; develop a transition plan to communicate office closures to customers, including possibly staggering some closures; and to consider whether any of the CSOs could be used in a Public Safety Power Shutoff in identifying CSOs for closure. The Proposed Decision that preceded D.20-12-005 directed PG&E to file a Tier 3 advice letter with the Energy Division to specify the CSOs PG&E proposes to close and amount of savings these closures will achieve, and to provide two years of data about the CSOs proposed for closure. The Proposed Decision reiterated TURN's concern "with the impact a CSO closure may have on the 5 percent of people who cannot perform utility transactions other than in person" (a concern shared by L. Jan Reid) and sought to evaluate the alternatives for in-person payment for each of the CSO closure candidates. PG&E identified 10 CSOs for closure in its opening comments on the Proposed Decision, in consultation with CUE, and otherwise opposed the Proposed Decision's modifications to the Settlement Agreement. In D.20-12-005, the Commission authorized PG&E to close the 10 CSOs it identified in opening comments and otherwise adopted the Settlement Agreement's treatment of CSO closures. *Impact of PG&E's GRC Request on Affordability and Disconnections for Nonpayment* TURN analyzed PG&E's showing in compliance with Senate Bill 598 (Hueso,		

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2017) regarding the impact of its proposed increase in rates on disconnections for nonpayment. TURN presented testimony highlighting the results of PG&E's regression analysis using annual bills and disconnection rates from 2010-2017, which showed moderate-to-high correlation between residential bills and disconnections for CARE customers. PG&E had referred to this correlation as merely "higher" than the "none-to-weak" correlation for non-CARE customers in its testimony. TURN also explained why PG&E's linear regression analysis did not fully capture the relationship between rates and disconnections, making its results for non-CARE customers particularly unreliable. In rebuttal testimony, PG&E presented an alternative analysis, comparing average monthly bills to disconnections in the same month, which showed no correlation. During evidentiary hearings, TURN demonstrated that PG&E's second regression analysis was fatally flawed because there is at least a 60-day lag between bills and disconnections, making a regression analysis using bills and disconnections in the same month meaningless. For this reason, TURN opposed PG&E's request that the Proposed Decision be modified to reflect the findings of PG&E's alternative analysis, instead of its original analysis. The Commission kept intact the Proposed Decision's conclusion, recounting that PG&E's analysis "shows that the correlation between residential bills and the volume of nonpayment disconnections is none-to-weak for non-CARE customers but is moderate-to-high for CARE customers." This finding, as the Commission recounts in D.20-12-005, underscores the importance of the revenue requirement reductions		

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
presented in the Settlement Agreement, which represent "a balance of customer affordability, reliability, and safety."		
<u>Shared Services & Information Technology</u> TURN proposed a number of adjustments to PG&E's forecast for shared services/IT O&M and capital, including approximately $4 million in expense adjustments and $31 million in capital reductions for 2020. The Settlement Agreement adopted by D.20-12-005 reduced PG&E's forecast by $10.5 million in shared services expense, including $4 million for Corporate Real Estate (MWC EP) and $6.5 million for IT (MWC JV). The reduction for IT, an area contested by TURN, reflects TURN's proposed reduction. The reduction for Corporate Real Estate is intended to promote customer affordability and generally reflects a compromise of the positions taken by parties on Shared Services. The Settlement Agreement further obligates PG&E to meet and confer with TURN "and work cooperatively to provide an improved showing in advance of PG&E's next GRC regarding the reasonable amortization period for capitalized software." This term responds to TURN's challenge to PG&E's five-year service life proposal for its software accounts, which resulted in a proposed annual depreciation expense of more than $192 million. (The Settlement Agreement's resolution of disputed Depreciation Rates and associated expense is presented separately below.)	• Settlement Agreement, Appendix B, pp. 6, 10 (summary of TURN's shared services adjustments, as presented in Ex. TURN-2 and Ex. TURN-3) • Joint Motion, p. 35; Settlement Agreement, pp. 24-25 (forecast reductions for Shared Services and IT) • Joint Motion, p. 36; Settlement Agreement, p. 24 ("Software Average Service Lives") • Ex. TURN-7, p. 4	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
Human Resources TURN proposed a $108 million reduction to PG&E's forecast for human resources (HR) expense for the Short Term Incentive Program (STIP), which PG&E had proposed to have ratepayers fund in full. TURN removed STIP costs related to the company's financial metric and split the remainder equally between ratepayers and shareholders because of shared benefits, which resulted in ratepayer funding of 37.5% of total STIP costs. The Settlement Agreement adopted by D.20-12-005 reduced PG&E's forecast for companywide HR expense by $90 million. TURN's advocacy is reflected in the $88 million adjustment for the Short-Term Incentive Plan (STIP), as is Cal Advocate's. The Settlement Agreement provides ratepayer funding for 50% of STIP costs. The GRC revenue requirement impact of the STIP adjustment is a $41.6 million reduction, as shown in Section 2.7.2.2 of the Settlement Agreement. The remaining HR reduction reflects $1 million in the interest of customer affordability, which is generally responsive to TURN's widespread discussion of affordability and specifically in Ex. TURN-8, plus $1 million for medical costs.	• Settlement Agreement, Appendix B, pp. 3-4 (summary of TURN's companywide HR adjustment), as presented in Ex. TURN-11 • Motion, pp. 37-38; Settlement Agreement, pp. 25-26	Verified
Administrative and General (A&G) TURN provided recommendations related to PG&E's A&G request, which were focused on General Liability Insurance, and the subcategory of Excess Liability Insurance. TURN recommended an adjustment of $190 million to PG&E's insurance forecast	• Settlement Agreement, Appendix B, pp. 3-4 (summary of TURN's A&G adjustment) as presented in Ex. TURN-3 and Ex. TURN-4	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
for 2020, which would remove the premium costs for punitive damages, have ratepayers and shareholders share the remainder because of shared benefits from insurance, and otherwise reduce PG&E's forecast. The Settlement Agreement adopted by D.20-12-005 includes a $59.5 million reduction to PG&E's companywide A&G expense forecast in 2020. This reduction includes $50 million for excess liability insurance ($60 million on a total gross company basis), which reflects TURN's advocacy. The remaining $9.5 million in reductions to A&G Department costs are the result of the negotiation process and compromises among parties regarding the allocation of revenue requirement reductions.	• Motion, pp. 38-41; Settlement Agreement, pp. 27-28	
<u>Results of Operations Issues</u> TURN proposed a number of adjustments to PG&E's forecast for various technical and accounting issues, including depreciation and working cash. The Settlement Agreement adopted by D.20-12-005 reflects TURN's advocacy in these areas. *Depreciation* TURN proposed life-curve combinations and net salvage values for electric distribution, gas distribution, and common plant that would reduce PG&E's forecast by $407 million. The Settlement Agreement reduced PG&E's depreciation request by $150 million by modifying depreciation rates, as a compromise of the positions of PG&E, Cal Advocates, and TURN.	*Depreciation* • Ex. TURN-7 (presenting TURN's depreciation analysis and recommendations) • Joint Motion, p. 42; Settlement Agreement, p. 30 and Appendix D (setting forth agreed upon depreciation parameters) *Working Cash* • Ex. TURN-6, pp. 16-21 (addressing working cash issues -- other accounts receivable, prepayments, and revenue lag) • 17 RT 1889 – 1902, 1903-1905 (PG&E/Halverson) • Ex. 72 (PG&E-24), pp. 13-19 to 13-21 (accepting part of	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
Working Cash TURN proposed adjustments to PG&E's forecast of working cash in three areas. First, TURN proposed reductions for prepayments from long-term service agreements for combined cycle powerplants, the second refueling outage at Diablo Canyon, and insurance payments. Second, TURN agreed with Cal Advocates' adjustments for other accounts receivable and provided additional justification for excluding non-recurring costs, costs for which ratepayers are not responsible or are not yet responsible, and costs that ratepayers have already paid and are awaiting reimbursement. Finally, TURN supported Cal Advocates' proposed reduction of revenue lag days associated with the California Climate Credit, which offsets a portion of the customer's bill on the date of presentation. TURN provided brief testimony on this issue but addressed it further during hearings. In rebuttal testimony, PG&E accepted TURN's adjustment to Directors' and Officers' liability insurance prepayment. PG&E also accepted TURN's adjustments for electric generation prepayments (including long-term service agreement prepayment and Diablo Canyon refueling). The Settlement Agreement adopted by D.20-12-005 further reduced PG&E's 2020 revenue requirement associated with working cash by $59 million. TURN's advocacy is reflected in the $23 million reduction for Other Accounts Receivable for insurance recovery and other items; and the	TURN's insurance prepayment adjustment and all of TURN's electric generation-related prepayment adjustments) • Joint Motion, pp. 42-43; Settlement Agreement, pp. 30-31	

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
$10 million reduction for revenue lag due to the impacts of the California Climate Credit.		
Principles for Deferred Work TURN recommended that the Commission continue the requirements of the Deferred Work Settlement adopted in D.17-05-013, with application to PG&E's future GRC and GT&S proceedings until terminated by Commission order. TURN also recommended, among other things, that PG&E include in future deferred work showings information about which programs, by MAT, received funds that were diverted from their original purpose, with clear accounting for the removal from the future GRC request of any diverted funds that are subject to recovery in CEMA, MEBA, or some other rate recovery mechanism. The Settlement Agreement adopted in D.20-12-005 responds to both of these recommendations. First, the Deferred Work Settlement will extend to PG&E's next GRC, which will include its traditional GRC request and the revenue requirement aspects of GT&S that were consolidated with the GRC by D.20-01-002. Second, the Settlement Agreement requires PG&E to work with TURN on financial controls and/or regulatory accounting mechanisms sufficient to ensure that PG&E does not seek to double recover when it files an application for cost recovery of a memorandum account balance.	• Ex. TURN-10, pp. 8-9 (extend Deferred Work Settlement requirements) • Ex. TURN-9, pp. 26-29 (recommending disallowance of $97.032 million of previously authorized electric distribution funding diverted by PG&E to other activities, unless and until PG&E can demonstrate clearly that none of the diverted funds are subject to recovery through CEMA, MEBA true-up, or any other rate recovery mechanism, and the adoption by PG&E of better accounting for which programs, by MAT, receive diverted funds) • Joint Motion, pp. 48-49 • Settlement Agreement, pp. 36-38 (Deferred Work Principles); p. 35 (Financial Controls) • D.20-01-002, p. 43 (consolidating PG&E's GT&S revenue requirement issues with its GRC for test year 2023)	Verified
Risk Quantification and Mitigation TURN recommended that PG&E abandon its Risk Informed Budget Allocation (RIBA)	• Ex. TURN-10, pp. 2-7	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
scoring approach and adopt in full the quantitative methodology set forth in the Safety Model Assessment Proceeding (S-MAP) settlement agreement adopted by D.18-12-014 to inform PG&E's decisions about how to prioritize risk mitigation programs. TURN further described why PG&E's Risk Spend Efficiency (RSE) calculations are highly flawed and deserve no weight by the Commission in making determinations regarding the reasonableness or cost-effectiveness of mitigations proposed by PG&E in this case. TURN suggested that these problems should be addressed if PG&E implements the S-MAP settlement correctly in its next RAMP and GRC. The Settlement Agreement adopted by D.20-12-005 responds to TURN's concerns. It obligates PG&E to present a risk showing in its 2023 Risk Assessment and Mitigation Phase (RAMP) Report that will fully comply with the S-MAP settlement agreement adopted by D.18-12-014, while reserving parties' rights to contest the sufficiency of PG&E's RAMP and GRC showings in terms of compliance with D.18-12-014.	• Joint Motion, pp. 49-50; Settlement Agreement, p. 38 (Risk Showing)	
<u>Earnings Adjustment Mechanism</u> TURN opposed PG&E's request for a safety-related earnings adjustment mechanism that would track utility performance against identified public safety and employee safety metrics, and reward or penalize the utility based on its performance. TURN pointed out that safety is a legal obligation, not an option, and in any case, performance-based ratemaking may result in perverse incentives. TURN also showed that PG&E's proposed metrics are problematic	• Ex. TURN-5, pp. 11-14 • Joint Motion, pp. 50-51; Settlement Agreement, p. 38	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC
because they reflect operational goals rather than results-oriented targets. Finally, TURN noted that safety metrics are the subject of ongoing and future Commission proceedings, and adopting PG&E's proposal here would run the risk of developing conflicting incentives and requirements. Cal Advocates and FEA likewise opposed PG&E's request. PG&E withdrew its proposal for an earnings adjustment mechanism as part of the Settlement Agreement.		

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

	Intervenor's Assertion	CPUC Discussion
a. Was the Public Advocate's Office of the Public Utilities Commission (Cal Advocates) a party to the proceeding?[3]	Yes	Yes
b. Were there other parties to the proceeding with positions similar to yours?	Yes	Yes
c. If so, provide name of other parties: TURN's positions overlapped to varying extents with those taken by Cal Advocates, the Federal Executive Agencies (FEA), the Coalition of California Utility Employees (CUE), the Office of the Safety Advocate (OSA), the Alliance for Nuclear Responsibility (A4NR), L. Jan Reid, the Joint Community Choice Aggregators (Joint CCAs), and the Solar Energy Industries Association / Vote Solar. TURN notes that other parties representing consumer interests were active in this proceeding, such as NDC, CforAT, and SBUA, but TURN's issue coverage generally did not overlap with these parties.		Verified

[3] The Office of Ratepayer Advocates was renamed the Public Advocate's Office of the Public Utilities Commission pursuant to Senate Bill 854, which the Governor approved on June 27, 2018.

	Intervenor's Assertion	CPUC Discussion
In the RAMP proceeding, both Cal Advocates and OSA were parties with interests that overlapped with TURN's.		
d. Intervenor's claim of non-duplication: TURN's work in a GRC is typically coordinated with other like-minded groups, and this case was no different. As is our regular practice in GRC-type proceedings, TURN closely coordinated with Cal Advocates from the earliest stages of the GRC in order to avoid and minimize duplication. Avoiding duplication entirely with Cal Advocates is nearly impossible since the staff seeks to address nearly all issue areas covered by the utility application. Therefore, the coordination effort with Cal Advocates aims to minimize duplication, and to ensure that where such duplication occurs, TURN's witnesses are presenting distinct and unique arguments in support of the common or overlapping recommendations. As a result, the Commission ended up with a more robust record. TURN also worked to coordinate with the other parties with whom we had common interests and/or overlapping positions to avoid undue duplication where possible. For instance, TURN coordinated with CUE, particularly on hearing room strategies related to our shared opposition to PG&E's proposal to close 17 CSOs. TURN likewise coordinated during testimony preparation with A4NR, given our shared interests related to Diablo Canyon. In the RAMP proceeding, TURN coordinated early on with Cal Advocates and OSA related to strategy and participation. Beyond this initial coordination, TURN was able to present a unique analysis distinct from other intervenors because of its extensive participation in the S-MAP proceeding and, in particular, its successful sponsorship (along with Indicated Shippers) of a competing risk mitigation assessment methodology that was adopted on an interim basis by the Commission in D.16-06-018. TURN's successful effort in S-MAP was supported and enabled by two expert consultants, a mathematician and an economist, who allowed TURN's understanding of risk methodologies to be both more comprehensive and more detailed than other intervenors who did not have the benefit of such expert consultation. Accordingly, TURN was able to address the issues raised by the utilities' submissions at a uniquely technical and detailed level in the RAMP workshops and in comments on the RAMP reports. In sum, the Commission should find that TURN's participation was efficiently coordinated with the participation of other intervenors wherever		Noted. TURN took reasonable steps to avoid unnecessary duplication

	Intervenor's Assertion	CPUC Discussion
possible, so as to avoid undue duplication and to ensure that any such duplication served to supplement, complement, or contribute to the showing of the other intervenor. And consistent with such a finding, the Commission should determine that all of TURN's work is compensable consistent with the conditions set forth in Section 1802.5.		

PART III: REASONABLENESS OF REQUESTED COMPENSATION

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

	CPUC Discussion
a. Intervenor's claim of cost reasonableness: TURN's request for intervenor compensation seeks an award of approximately $1.3 million as the reasonable cost of our participation in this proceeding, including approximately 60 hours of work in the RAMP proceeding, I.17-11-003. In light of the scope and quality of TURN's work, and the benefits achieved through TURN's participation in the proceeding, the Commission should have little trouble concluding that the amount requested is reasonable. The requested compensation amount is a very small fraction of the savings directly and indirectly attributable to TURN's work. TURN's efforts in this proceeding, taken together with the other parties to the Settlement Agreement, will save ratepayers nearly $2 billion over the 2020 GRC cycle compared to PG&E's application requests.[4] The reduction to PG&E's test year request alone -- $483 million – will produce $1.45 billion in savings through 2022, before the attrition year reductions are accounted for. As described above in the substantial contribution section, TURN can take credit for a substantial portion of this reduction. Moreover, TURN's efforts resulted in customer service benefits, particularly for the customers who use the 7 customer service offices PG&E proposed to close that will stay open for the time being. TURN's efforts related to risk management and deferred work deemed necessary for safe and reliable service will also	The Commission finds claim of costs as reasonable.

[4] TURN provides these calculations in the section above discussing TURN's substantial contribution on the Overall Revenue Requirement for 2020, 2021, and 2022. In sum, $1.8 billion = ($483 million x 3 years) + ($136 million x 2 years) + ($119 million x 1 year). These reductions reflect the comparison between PG&E's application and the amounts adopted in the settlement agreement.

	CPUC Discussion
provide enhanced spending accountability for PG&E, to the benefit of ratepayers. The total amount of TURN's request is also reasonable in light of recent awards of compensation to TURN for work in major energy utility GRCs. The Commission in D.15-08-023 awarded TURN approximately $1.5 million in the PG&E 2014 GRC, and in D.16-04-011, approximately $1.6 million in the SCE 2015 GRC. More recently, in D.18-04-011, the Commission awarded TURN approximately $1.6 million for TURN's work in the PG&E 2017 GRC, which was the subject of a settlement that resolved nearly all disputed issues in the proceeding. Finally, in the SCE 2018 GRC and Sempra 2019 GRC, the Commission awarded TURN $1.8 million and $1.1 million, respectively (per D.20-04-025 and D.20-08-010). For all of these reasons, the Commission should find that TURN's efforts have been productive	
b. Reasonableness of hours claimed: TURN seeks compensation for approximately 3,700 hours of time devoted to this proceeding by our staff attorneys, staff experts, and outside consultants, as well as approximately 60 hours devoted to the RAMP proceeding that preceded this GRC. The collective efforts of this team resulted in eleven volumes of testimony addressing an array of issues, including gas distribution, electric distribution, energy supply / electric generation, customer service, HR, A&G, shared services and IT, working cash and other rate base issues, depreciation, risk quantification and analysis, deferred work and accountability, the impact of the utility's request on bill affordability, and the utility's request for an Earnings Adjustment Mechanism tied to safety metrics. As described more fully in the substantial contribution section above, the Commission's decision in D.20-12-005 adopted a Settlement Agreement that reflects TURN's advocacy through and through. In the sections that follow, TURN describes the contributions of members of our team. In light of our substantial contribution described in Section II above, TURN submits that the Commission should find that the hours incurred were reasonable. **1. <u>TURN Attorneys and Staff Experts</u>** TURN Staff Attorney Hayley Goodson served as TURN's lead and coordinating attorney throughout this proceeding. She was also responsible for several issue categories for purposes of testimony review,	The Commission finds hours claimed as reasonable.

	CPUC Discussion
hearings, and briefing (before briefing was suspended because of settlement progress), including gas distribution, CSO closures, and working cash (Ex. TURN-3, TURN-6, TURN-8). Ms. Goodson also led TURN's participation in settlement negotiations. TURN seeks compensation for approximately 530 of her hours here, or the equivalent of approximately 13 weeks of full-time work. Five other TURN staff attorneys played substantial roles in the development and presentation of TURN's positions in this GRC, Robert Finkelstein, Thomas Long, David Cheng, Marcel Hawiger, and Elise Torres. TURN General Counsel Robert Finkelstein served in the dual attorney/witness role. He sponsored testimony on insurance (Ex. TURN-4). He additionally served as TURN's attorney for A&G, fossil and hydro energy supply issues, and depreciation (Ex. TURN-03, TURN-06, TURN-7). TURN Legal Director Tom Long also served in the dual attorney/witness role. Mr. Long sponsored testimony on risk and continuing the deferred work settlement adopted in the PG&E 2017 GRC (Ex. TURN-10). He also covered accountability for deferred electric and gas distribution work as TURN's attorney (Ex. TURN-09). TURN Staff Attorney David Cheng likewise served as TURN's witness and attorney on customer service issues, other than CSO closures, and PG&E's Earnings Adjustment Mechanism proposal (Ex. TURN-5), and Mr. Cheng also covered HR-STIP as TURN's attorney (Ex. TURN-11). TURN Staff Attorney Marcel Hawiger covered wildfire-related electric distribution issues, as well as some non-wildfire related electric distribution issues as TURN's attorney (Ex. TURN-1, TURN-2, and TURN-3). TURN Staff Attorney Elise Torres covered electric distribution issues not covered by Mr. Hawiger and aviation services (Ex. TURN-3). TURN's request also includes a relatively small number of hours for TURN Staff Attorney Matthew Freedman, who served as TURN's attorney on nuclear generation issues. It includes an even smaller number of hours for TURN Staff Attorney Katy Morsony, who assisted David Cheng with the development of testimony on PG&E's Earnings Adjustment Mechanism. TURN's two in-house energy analysts, Eric Borden and Jennifer Dowdell, sponsored testimony in this GRC. Mr. Borden conducted discovery and analysis, and prepared testimony on PG&E's proposed wildfire-mitigation expenditures, including enhanced vegetation management and system hardening (Ex. TURN-1). Ms. Dowdell conducted discovery and analysis, and prepared testimony on the affordability of PG&E's GRC request (Ex.	

	CPUC Discussion
TURN-8) and PG&E's deferred work showing, as required by D.17-05-013, and related issues of accountability (Ex. TURN-9). TURN submits that our recorded attorney and in-house expert hours in this proceeding are reasonable, both as described above and as demonstrated in the wide-ranging substantial contribution TURN made in this proceeding. Therefore, TURN seeks compensation for all of the hours recorded by our staff members and included in this request. **2. <u>TURN Outside Consultants</u>** ***<u>Garrick Jones, InfraSMART Energy, LLC</u>*** TURN retained the expert services of Garrick Jones of InfraSMART Energy, LLC, formerly of JBS Energy. Mr. Jones assisted TURN with preliminary issue identification in this GRC, including initial discovery. He then conducted further discovery and sponsored testimony on a number of issue areas, including gas distribution, CSO closures, electric distribution, and aviation services (Ex. TURN-3). ***<u>William Perea Marcus, MCPM Economics</u>*** TURN retained the expert services of William Perea Marcus of MCPM Economics, formally of JBS Energy. Mr. Marcus assisted TURN with discovery on an array of issues and ultimately sponsored testimony on electric generation and working cash (Ex. TURN-6). ***<u>John Sugar, MCPM Economics</u>*** TURN retained the expert services of John Sugar of MCPM Economics, formally of JBS Energy. Mr. Sugar assisted TURN with discovery and sponsored testimony on PG&E's Short Term Incentive Plan proposal (Ex. TURN-11). ***<u>David Garrett, Resolve Utility Consulting, PLLC</u>*** TURN retained the expert services of David Garrett of Resolve Utility Consulting, PLLC. Mr. Garrett assisted TURN with discovery and sponsored testimony addressing PG&E's proposals related to depreciation rates (Ex. TURN-7). ***<u>Dennis Stephens and Paul Alvarez, The Wired Group</u>***	

	CPUC Discussion
TURN retained the services of Mr. Dennis Stephens and Mr. Paul Alvarez to review PG&E's proposed spending on the software, hardware and telecommunications associated with PG&E's Integrated Grid Platform (IGP). The IGP is a complex information technology (IT) system that primarily involves "system integration" platforms, including the Advanced Distribution Management System (ADMS), and also includes new communications equipment, certain sensor systems, and major investments in cybersecurity. PG&E's proposed systems are multi-year investments, and Mr. Stephens and Mr. Alvarez had already reviewed and testified concerning PG&E's early-stage proposals in PG&E's 2016 general rate case. To review the reasonableness of PG&E's spending, Mr. Stephens and Alvarez also reviewed long-term business case strategies concerning PG&E's "grid modernization" strategies and plans. Mr. Stephens and Alvarez have decades of experience, including as senior utility management, assessing utility distribution investments and information technology projects, as described in their statements of qualifications attached to their testimony. These experts testified that the alleged IT benefits with respect to reliability and the integration of distributed energy resources (DER) could be achieved through slower deployment of "no regrets" capabilities and the use of existing software, but that the full automation potential of PG&E's IT proposals were not required given the nature of relevant existing issues with outage response and DER integration, and did not warrant the huge expenses in automated IT systems. Mr. Alvarez also testified regarding errors in PG&E's cost-benefit analyses for short-lived software assets, and PG&E's failure to consider non-proprietary communications alternatives. Mr. Stephens separately testified concerning certain specific distribution capacity planning investments, and proposed spending reductions to four specific programs. Their testimony is contained in Ex. TURN-2. **3. <u>Other Issues</u>** ***<u>RAMP Hours</u>*** TURN Legal Director Tom Long and Staff Attorney David Cheng worked together on the RAMP proceeding, given the voluminous nature of PG&E's RAMP report. Each brought a unique perspective, which informed TURN's analysis. Mr. Long had represented TURN in all of the Commission's proceedings addressing risk quantification to promote targeted and impactful safety and risk reduction investments, while Mr. Cheng had recently joined TURN after working as a risk expert at a utility. Together they efficiently accomplished the review of PG&E's	

	CPUC Discussion
submission, participation in the initial workshop, and discovery. Mr. Long later took the lead on drafting comments and reply comments on the SED report, in consultation with Mr. Cheng, while Mr. Cheng handled PG&E's motion to close the RAMP proceeding. Together they devoted approximately 60 hours to participating in I.17-11-003, plus travel time for Mr. Cheng (who works at TURN's San Diego office), which TURN submits is quite reasonable under the circumstances. ***<u>GRC-MHP Hours</u>*** This request includes 34.5 hours that TURN devoted to reviewing and conducting discovery on PG&E's costs incurred in the Mobile Home Park (MHP) Utility Upgrade Program, which were subject to reasonableness review in this proceeding. (See PG&E-12, Chapter 13). This was PG&E's first request for cost recovery associated with the MHP Program, pursuant to D.14-03-021. PG&E's request covered costs recorded for projects completed through year-end 2017 of $119.4 million (capital) and $11.6 million (expense). After careful review, TURN decided that it was unnecessary to prepare testimony contesting PG&E's request. TURN includes these hours because they were reasonably incurred as part of TURN's review of PG&E's GRC request and identification of issues worth addressing in testimony. Given TURN's substantial contributions to D.20-12-005, TURN submits that the Commission should include these initial issue-spotting efforts in TURN's award of intervenor compensation. ***<u>Intervenor Compensation-Related Time</u>*** TURN is requesting compensation for 26.75 hours devoted to compensation-related matters in this GRC, the largest share of which is the 25.0 hours associated with Ms. Goodson's preparation of this request for compensation. Given her extensive knowledge of all aspects of this proceeding, she was the most efficient choice to prepare this request. This request also includes 0.75 hours of Mr. Cheng's time in 2018, when he prepared TURN's NOI in the RAMP proceeding, and another 1 hour in the GRC for preparation of TURN's NOI. TURN's request for compensation for 25 hours for preparation of this claim falls well within the range of hours found reasonable by the Commission in decisions addressing TURN's intervenor compensation requests in recent GRCs. *See* D.13-08-022 (SCE 2012 GRC), awarding compensation for <u>28.25 hours</u> for claim preparation; D.14-05-015 (Sempra Utilities 2012 GRC), awarding compensation for <u>24.5 hours</u> for claim preparation; D.15-08-023 (PG&E 2014 GRC), awarding compensation for	

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28.5 hours for claim preparation; D.16-04-011 (SCE 2015 GRC), awarding compensation for 21.25 hours for claim preparation; D.16-11-004 (Sempra 2016 GRC), awarding compensation for 20 hours for claim preparation; and D.19-02-019 (PG&E 2017 GRC), awarding compensation for 25 hours for claim preparation; D.20-04-025(SCE 2018 GRC), awarding compensation for 24 hours for claim preparation; and D.20-08-010 (Sempra 2019 GRC), awarding compensation for 25 hours for claim preparation.
Travel Time and Costs
TURN’s request includes time (12 hours) and direct costs (airfare and lodging) associated with David Cheng’s travel from San Diego to appear at the Commission on two occasions. Mr. Cheng works at TURN’s San Diego office. Mr. Cheng first traveled to San Francisco in December 2017 to attend the PHC and a workshop in the RAMP proceeding. He traveled again to San Francisco in October 2019 to appear in the evidentiary hearings in this proceeding.
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c. Allocation of hours by issue:
TURN has allocated all of our attorney and consultant time by issue area or activity, as evident on our attached timesheets. The following codes relate to specific substantive issue and activity areas addressed by TURN in this proceeding, as well as general activities that are part of nearly all CPUC proceedings, such as tasks associated with general participation, general hearing activities, and work undertaken after the Proposed Decision issues.
<table>
<tr><th>Code</th><th>Description</th><th>Allocation of Time</th><th>Hours</th></tr>
<tr><td>#</td><td>The work in in this category pertained to substantive issues but was not specific to any one issue area addressed by TURN.</td><td>4.72%</td><td>176.46</td></tr>
<tr><td>A&G</td><td>Work related to Administrative and General issues</td><td>3.94%</td><td>147.55</td></tr>
<tr><td>Accountability</td><td>Work related to deferred work and reprioritization, and controls to prevent double recovery</td><td>10.84%</td><td>405.50</td></tr>
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				CPUC Discussion
Afford	Work related to affordability issues associated with PG&E's request	4.12%	154.23	
BK	Work related to assessing the impact of PG&E's voluntary petition for relief under Chapter 11 of the Federal Bankruptcy Code on January 29, 2019, six weeks after filing its GRC application on December 13, 2018	1.02%	38.00	
Coord	Work related to coordinating with other intervenors	0.08%	3.00	
CustSvc	Work related to PG&E's Customer Care requests	5.95%	222.66	
Dep	Work related to Depreciation	9.45%	353.75	
Disc	Work related to managing the discovery process	1.20%	45.00	
EAM	Working related to PG&E's request for an Earnings Adjustment Mechanism tied to safety metrics	0.16%	6.00	
ElecDist	Work related to Electric Distribution	16.98%	635.35	
ElecDist-IT	Work related to PG&E's Electric Distribution System IT investments	11.34%	424.33	
GasDist	Work related to Gas Distribution	4.04%	151.29	
Gen	Work related to Energy Supply	1.76%	65.75	
GH	Work related to evidentiary hearings that is not specific to a substantive issue area	1.34%	50.25	

				CPUC Discussion
GP	The work in this category includes activities associated with general participation in this proceeding, such as the initial review of the application and testimony, preparing a protest, attending the PHC, reading ALJ procedural rulings, and reading parties' pleadings as necessary to determine whether TURN should address the issues raised.	2.62%	98.00	
GP-MHP	Work related to TURN's preliminary analysis of PG&E's reasonableness review showing for Mobile Home Park Utility Upgrade Program costs through year-end 2017. Based on TURN's initial analysis, TURN concluded that testimony was unnecessary for this issue area.	0.92%	34.50	
HR	Work related to Human Resources issues	3.12%	116.65	
JCE	Work related to the Joint Comparison Exhibit	0.31%	11.75	
PD	Work related to the Proposed Decision which preceded D.20-12-005.	1.52%	57.00	
RAMP	Work related to PG&E's Risk Assessment and Mitigation Report, submitted in I.17-11-003, which preceded and informed PG&E's RAMP showing in the GRC	1.63%	61.00	
Risk	Work related to risk quantification and mitigation	0.91%	34.00	

				CPUC Discussion
RO	Work related to rate base issues and other technical and accounting issues (with the exception of depreciation) that fall under the "Results of Operations" issue area	1.53%	57.17	
Sett	Work related to settlement negotiations	4.84%	180.99	
ShdSvcs	Work related to Shared Services, including IT	4.62%	172.88	
Travel	Travel time (billed at 50% of the regular hourly rate)	0.32%	12.00	
Comp	Work preparing TURN's NOI in the GRC and RAMP proceedings and TURN's Request for Intervenor Compensation (billed at 50% of the regular hourly rate)	0.71%	26.75	
TOTAL		**100.00%**	**3741.81**	

Please also see Attachment 4, which presents an allocation of TURN's time by person, issue, and year.

TURN submits that this information should suffice to address the allocation requirement under the Commission's rules. Should the Commission wish to see additional or different information on this point, TURN requests that the Commission so inform TURN and provide a reasonable opportunity for TURN to supplement this showing accordingly.

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate $**	**Total $**
David Cheng, TURN Staff Attorney	2017	12.75	$310.00	D.19-04-035	$3,952.50	12.75	$310.00	$3,952.50

CLAIMED						CPUC AWARD		
David Cheng, TURN Staff Attorney	2018	8.50	$335.00	D.19-04-035	$2,847.50	8.50	$335.00	$2,847.50
David Cheng, TURN Staff Attorney	2019	96.25	$350.00	D.19-11-009	$33,687.50	96.25	$350.00	$33,687.50
David Cheng, TURN Staff Attorney	2020	2.00	$375.00	D.20-11-042	$750.00	2.00	$375.00	$750.00
Elise Torres, TURN Staff Attorney	2019	164.25	$340.00	D.20-04-025	$55,845.00	164.25	$340.00	$55,845.00
Elise Torres, TURN Staff Attorney	2020	2.25	$360.00	D.20-11-008	$810.00	2.25	$360.00	$810.00
Hayley Goodson, TURN Staff Attorney	2018	3.50	$435.00	D.18-04-020	$1,522.50	3.50	$435.00	$1,522.50
Hayley Goodson, TURN Staff Attorney	2019	461.75	$445.00	D.19-11-009	$205,478.75	461.75	$445.00	$205,478.75
Hayley Goodson, TURN Staff Attorney	2020	36.50	$455.00	D.20-09-032	$16,607.50	36.50	$455.00	$16,607.50
Katy Morsony, TURN Staff Attorney	2018	1.00	$330.00	D.19-09-050	$330.00	1.00	$330.00	$330.00
Katy Morsony, TURN Staff Attorney	2019	11.25	$350.00	D.20-06-010	$3,937.50	11.25	$350.00	$3,937.50
Marcel Hawiger, TURN Staff Attorney	2019	274.25	$445.00	D.19-11-011	$122,041.25	274.25	$445.00	$122,041.25

CLAIMED						CPUC AWARD		
Marcel Hawiger, TURN Staff Attorney	2020	3.50	$455.00	D.19-11-011 + 2.55% COLA (see Comment 4)	$1,592.50	3.50	$455.00	$1,592.50
Matthew Freedman, TURN Staff Attorney	2019	21.25	$445.00	D.19-10-013	$9,456.25	21.25	$445.00	$9,456.25
Matthew Freedman, TURN Staff Attorney	2020	1.50	$455.00	D.20-10-022	$682.50	1.50	$455.00	$682.50
Robert Finkelstein, TURN General Counsel	2018	0.50	$530.00	D.18-11-043	$265.00	0.50	$530.00	$265.00
Robert Finkelstein, TURN General Counsel	2019	248.00	$540.00	D.19-11-015	$133,920.00	248.00	$540.00	$133,920.00
Robert Finkelstein, TURN General Counsel	2020	50.50	$555.00	D.20-11-042	$28,027.50	50.50	$555.00	$28,027.50
Thomas Long, TURN Legal Director	2017	12.75	$585.00	D.17-11-029	$7,458.75	12.75	$585.00	$7,458.75
Thomas Long, TURN Legal Director	2018	28.75	$600.00	D.18-05-036	$17,250.00	28.75	$600.00	$17,250.00
Thomas Long, TURN Legal Director	2019	255.25	$615.00	D.19-11-015	$156,978.75	255.25	$615.00	$156,978.75

CLAIMED						CPUC AWARD		
Thomas Long, TURN Legal Director	2020	0.25	$630.00	D.21-01-016	$157.50	0.25	$630.00	$157.50
Eric Borden, TURN Energy Policy Analyst	2019	291.50	$215.00	D.20-04-025	$62,672.50	291.50	$215.00	$62,672.50
Jennifer Dowdell, TURN Energy Analyst	2019	372.50	$275.00	D.20-06-010	$102,437.50	372.50	$275.00	$102,437.50
Dennis Stephens, The Wired Group	2019	220.50	$225.00	D.20-11-038 (2018 rate) (See Comment 3)	$49,612.50	220.50	$225.00	$49,612.50
Paul Alvarez, The Wired Group	2019	147.00	$225.00	D.20-11-038 (2018 rate) (See Comment 3)	$33,075.00	147.00	$225.00	$33,075.00
Garrick Jones, InfraSMART Energy, LLC	2019	493.34	$210.00	D.20-04-025	$103,601.40	493.34	$210.00	$103,601.40
John Sugar, MCPM Economics	2019	92.07	$230.00	D.20-04-025 + 2.3% & 2.35% COLAs (see Comment 2)	$21,176.10	92.07	$230.00	$21,176.10
William Marcus, MCPM Economics	2019	41.65	$295.00	D.20-04-025	$12,286.75	41.65	$295.00	$12,286.75
David Garrett, Resolve Utility Consulting	2019	294.25	$200.00	New rate (See Comment 1)	$58,850.00	294.25	$200.00	$58,850.00
Subtotal: $1,247,310.50						***Subtotal: $1,247,310.50***		

Claimed						CPUC Award		
OTHER FEES **Describe here what OTHER HOURLY FEES you are Claiming (paralegal, travel **, etc.):**								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate**	**Total $**
David Cheng, TURN Staff Attorney	2017	6.00	$155.00	1/2 of 2017 Rate (D.19-04-035) for Travel	$930.00	6.00	$155.00	$930.00
Stephen Green, TURN Legal Assistant	2019	53.75	$120.00	D.20-06-016	$6,450.00	53.75	$120.00	$6,450.00
David Cheng, TURN Staff Attorney	2019	6.00	$175.00	1/2 of 2019 rate (D.19-11-009) for Travel	$1,050.00	6.00	$175.00	$1,050.00
					Subtotal: $8,430.00			***Subtotal: $8,430.00***
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate**	**Total $**
David Cheng, TURN Staff Attorney	2018	0.75	$167.50	1/2 of 2018 rate (D.19-04-035)	$125.63	0.75	$167.50	$125.63
Hayley Goodson, TURN Staff Attorney	2019	1.00	$222.50	1/2 of 2019 rate (D.19-10-013)	$222.50	1.00	$222.50	$222.50
Hayley Goodson, TURN Staff Attorney	2021	25.00	$320.00	1/2 of 2021 rate (See Comment 5)	$8,000.00	25.00	$275.00 [1]	$7,625.00
					Subtotal: $8,348.13			***Subtotal: $7,223.13***

COSTS				
#	**Item**	**Detail**	**Amount**	**Amount**
1.	Attorney Travel	Attorney airfare expenses for travel from San Diego to the Commission	$537.94	$537.94
2.	Parking	Parking fees from travel relating to proceeding A.18-12-009 (and I.17-11-003, RAMP)	$104.00	$104.00

CLAIMED				CPUC AWARD
3.	Photocopies	TURN's expense for printed and copied pleadings, testimony, and hearing exhibits related to A.18-12-009 (and I.17-11-003, RAMP)	$1,724.60	$1,724.60
4.	Lexis Legal Research	Legal research costs associated with TURN's participation in A.18-12-009	$59.53	$59.53
5.	Lodging	Lodging expenses regarding travel required to attend evidentiary hearings and workshops in A.18-12-009 (and I.17-11-003, RAMP)	$538.03	$538.03
6.	Phone	Phone expenses relating to proceeding A.18-12-009.	$44.90	$44.90
7.	Postage and Federal Express	Mailing costs associated with pleadings and testimony mailed to the Commission related to A.18-12-009 (and I.17-11-003, RAMP).	$69.98	$69.98
			Subtotal: $3,078.98	***Subtotal: $3,078.98***
			TOTAL REQUEST: $1,267,167.61	***TOTAL AWARD: $1,266,042.61***

*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.

**Travel and Reasonable Claim preparation time are typically compensated at ½ of preparer's normal hourly rate

ATTORNEY INFORMATION

Attorney	Date Admitted to CA BAR[5]	Member Number	Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation
David Cheng	June 2015	303794	No
Robert Finkelstein	June 1990	146391	No
Matthew Freedman	March 2001	214812	No

[5] This information may be obtained through the State Bar of California's website at http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch.

CLAIMED			CPUC AWARD
Hayley Goodson	December 2003	228535	No
Marcel Hawiger	January 1998	194244	No
Thomas Long	December 1986	124776	No
Katy Morsony	December 2011	281538	No
Elise Torres	December 2011	280443	No

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

Attachment or Comment #	Description/Comment
Attachment 1	Certificate of Service
Attachment 2	Timesheets for TURN's Attorneys and Experts
Attachment 3	TURN Direct Expenses Associated with D.20-12-005
Attachment 4	TURN Hours Allocated by Issue
Attachment 5	Resume for David Garrett (to establish new hourly rate)
Attachment 6	Resume for Hayley Goodson (to establish 2021 hourly rate per Resolution ALJ-393)
Attachment 7	Receipts
Comment #1	**<u>Hourly Rate for David Garrett, Resolve Utility Consulting, PLLC – 2019</u>** This is the first request for compensation in which TURN seeks to recover the amount associated with the expert witness services of David Garrett of Resolve Utility Consulting, PLLC. Mr. Garrett invoiced TURN at an hourly rate of $200 for his work on depreciation-related issues. The Commission should find this rate reasonable. Mr. Garrett serves as the managing member of Resolve Utility Consulting, PLLC, a firm he founded in 2016. After several years in private legal practice, Mr. Garrett began working at the Oklahoma Corporation Commission in 2011 as an Assistant General Counsel, and in 2012 began working for the commission's Public Utility Division as a Regulatory Analyst providing testimony in regulatory proceedings. Since founding Resolve Utility Consulting, he has represented various consumer groups and state agencies in utility regulatory proceedings, primarily in the areas of cost of capital and depreciation. His is a Certified Depreciation Professional with the Society of Depreciation Professionals, as well as a Certified Rate of Return Analyst with the

Attachment or Comment #	Description/Comment
	Society of Utility and Regulatory Financial Analysts. He has an M.B.A. degree as well as a Juris Doctor from the University of Oklahoma. Mr. Garrett's CV is provided in Attachment 5. In 2019, Mr. Garrett had 7-8 years of directly applicable experience, both on the staff of the Oklahoma Corporation Commission, and as a consultant specializing in depreciation and cost of capital analyses. In Resolution ALJ-357, the adopted range of 2019 hourly rates for expert witnesses with 7-12 years of experience is $185-$305. The $200 rate Mr. Garrett charged TURN is in the lower quartile of this range. The rate charged by Mr. Garrett compares favorably with the hourly rate the Commission has previously authorized for the lead depreciation analysts TURN hired in previous GRCs, and is consistent with his qualifications and years of experience. For example, in D.06-10-018, the Commission authorized an hourly rate of $240 for work performed in 2005 by Michael Majoros of the Snavely, King firm in sponsoring depreciation testimony on behalf of TURN in an SCE GRC. Similarly, in D.13-08-022, TURN was awarded compensation based on a $225 hourly rate for work performed in 2011 by Jack Pous of Diversified Utility Consulting, Inc., again as TURN's lead analyst and testimony-sponsoring witness on depreciation issues. While both Mr. Majoros and Mr. Pous had more years of experience as a witness at the time those rates were awarded, Mr. Garrett's education and professional associations (as well as the quality of his work in this proceeding) establish that his services are directly comparable. Given the inflationary pressures since 2005 (for Mr. Majoros) and 2011 (for Mr. Pous), the Commission should find the $200 hourly rate reasonable for work Mr. Garrett performed in 2019.
Comment #2	**<u>Hourly Rate for John Sugar – 2019</u>** TURN requests an hourly rate of $230 for work performed by expert consultant John Sugar in 2019. This is the rate charged by Mr. Sugar to TURN in 2019. The Commission authorized a rate of $220 for Mr. Sugar's work two years earlier in 2017 in D.20-04-025. Escalating Mr. Sugar's 2017 rate by the authorized COLAs of 2.30% for 2018 (Res. ALJ-352) and 2.35% for 2019 (Res. ALJ-357) produces a rate of $230.

Attachment or Comment #	Description/Comment
Comment #3	**<u>Hourly Rate for TURN Staff Attorney Marcel Hawiger – 2020</u>** TURN requests an hourly rate of $455 for Marcel Hawiger's work in 2020. This rate results from applying the COLA of 2.55% authorized in Resolution ALJ-387 to Mr. Hawiger's 2019 rate of $445 authorized in D.19-11-011.
Comment #4	**<u>Hourly Rates for Dennis Stephens and Paul Alvarez, The Wired Group – 2019</u>** TURN requests an hourly rate of $225 for expert consultants Dennis Stephens and Paul Alvarez in 2019. This is the rate they charged TURN for their work in this proceeding. The Commission authorized a rate of $225 for Mr. Alvarez's work in 2018 in D.20-11-038. TURN requests this same rate for Mr. Alvarez's work in 2019, as that is the rate he charged TURN. The Commission authorized a rate of $250 for Mr. Stephen's work in 2019 in D.20-11-043. TURN requests a lower rate of $225 for his work in this proceeding because that is the rate he charged TURN.
Comment #5	In Resolution (Res.) ALJ-393, the Commission adopted a new methodology for setting Intervenor Compensation hourly rates, based on a Market Rate Study. The new methodology defines comparable hourly rates for seventy-nine intervenor "labor roles," at five levels of experience and education. For each level, a market rate-based hourly rate range is established. The Commission directed intervenors "to use the Hourly Rate Chart spreadsheet available on the Commission's ICOMP website (<u>www.cpuc.ca.gov/icomp</u>) to determine the appropriate hourly rate when completing claims for work performed on or after January 1, 2021." (Res. ALJ-393, pp. 3-4). The Commission clarified that hourly rates for 2021 will be based on the approved hourly rate ranges in the Market Rate Study, without regard to previously established hourly rates for 2020 or prior years. (Res. ALJ-393, p. 4). Finally, the Commission directed intervenors to submit, in their first claim seeking compensation for work completed in 2021 and beyond, the following information to establish hourly rates: (1) a current resume as a supporting document, and (2) a justification for the requested rate that ties to the individual's labor role and level of experience, per the Market Rate Study's Hourly Rate Chart. (Res. ALJ-393, p. 5).

Attachment or Comment #	Description/Comment
	Pursuant to the requirements of ALJ-393, TURN hereby submits its second request for 2021 hourly rates. This request for 2021 hourly rates is limited to TURN Staff Attorney Hayley Goodson, who is the only person who conducted work covered by this request for compensation in 2021. If the Commission would prefer that TURN use a different format or amend its approach to meeting the requirements of Resolution ALJ-393, TURN requests that the Commission provide that feedback as expeditiously as possible. **<u>Request for 2021 Hourly Rate Pursuant to Resolution ALJ-393</u>** **Intervenor Representative:** Hayley Goodson **Labor Role:** Legal - Attorney **Level:** V **2021 Hourly Rate Range:** \$486.31 - \$699.03 **Requested Hourly Rate:** \$640 **Current Resume:** See Attachment 6. **Justification for the Requested Hourly Rate:** Hayley Goodson received her JD from the University of California, Berkeley, School of Law in 2003 and has been a member of the California Bar since December 2003. She holds a BA in Women's Studies, with a focus in public policy, from Brown University. While in law school, Ms. Goodson developed litigation skills interning at the East Bay Community Law Center, Stand! Against Domestic Violence, and Bay Area Legal Aid, where she represented clients under the supervision of licensed attorneys. She was also TURN's first summer law clerk in the summer of 2002. Ms. Goodson joined TURN as a Staff Attorney in September 2003. Since that time, she has developed a practice touching upon almost every aspect of utility regulation. Her work has focused on electric and natural gas utility services, including energy efficiency and conservation programs; utility billing, credit and collection practices; policies and programs targeting low-income consumers; and other consumer protection policies; as well as utility general rate cases, rate design, cost of capital, energy storage procurement, and Commission enforcement actions. She has developed, or assisted in the development of, TURN's legal and policy positions in many of the major energy-related proceedings before the Commission over the past two decades. Further, Ms. Goodson has directed and managed TURN's advocacy in a number of complex regulatory proceedings, including General Rate Cases for all of the major energy utilities. In addition to her role as a TURN attorney,

Attachment or Comment #	Description/Comment
	Ms. Goodson has also sponsored expert testimony on behalf of TURN in a number of Commission proceedings. In 2010, Ms. Goodson's role at TURN evolved to include management responsibilities for TURN's energy attorneys, in addition to her casework. Since then, Ms. Goodson has coordinated case assignment and workload management for TURN's energy attorneys, supervised and mentored more junior TURN attorneys, fostered cross-pollination among TURN energy staff working on disparate issue areas, and supported the integration of TURN's legal work with TURN's organizing, consumer assistance, and media arms. Last but not least, Ms. Goodson assumed responsibility for overseeing TURN's participation in the Commission's Intervenor Compensation Program in 2018. As of January 1, 2021, Ms. Goodson has represented TURN before the Commission for nearly 17 ½ years as a Staff Attorney. The Market Rate Study Hourly Rate Chart instructs that an Attorney in Level V should have a JD or equivalent degree, 15+ years of experience, and be licensed to practice law. The Hourly Rate Chart further suggests, "Higher experience levels should have experience with areas of law and procedures relevant to CPUC matters, such as environmental law or utility regulation." Ms. Goodson satisfies all of these requirements for a Level V Attorney. Additionally, Ms. Goodson's responsibilities as a managing attorney since 2010 encompass some of the tasks included in the Legal Director labor role in the Market Rate Study (e.g., "coordinating and supervising a legal team," "participating in the most complex legal actions," "case assignment," and "supervision"). The Market Rate Study Hourly Rate Chart provides a higher hourly rate range for the Legal Director role than for the Attorney role at each experience level, with the median hourly rate about \$100-\$125 higher in the Level III, IV, and V experience tiers. Given Ms. Goodson's extensive experience as a practicing attorney before the Commission, the depth and breadth of her knowledge and skills related to utility regulation and energy law and policy, and her management role at TURN, TURN requests an hourly rate of \$640 for her work before the Commission in 2021. This rate, which is higher than the median hourly rate in the market rate range established in Res. ALJ-393 for a Level V Attorney (\$606.31), is intended to reflect a portion of the rate premium associated with the Legal Director role, while recognizing that Ms. Goodson does not bear all responsibility for the duties outlined for a Legal Director in the Market Rate Study.

Attachment or Comment #	Description/Comment
	Accordingly, TURN requests that the Commission find reasonable a 2021 hourly rate of $640 for Ms. Goodson.

D. CPUC Comments, Disallowances, and Adjustments

Item	Reason
[1] 2021 Hourly rate for Ms. Goodson's Intervenor Claim Preparation	**Request for 2021 Hourly Rate Pursuant to Resolution ALJ-393** TURN requests an hourly rate of $640 for Ms. Goodson for work performed in 2021. The requested rate, which is higher than the median hourly rate in the market rate range established in Res. ALJ-393 for a Level V Attorney, reflects a premium for some of the Legal Director responsibilities Ms. Goodson performed. Ms. Goodson's work for this case in 2021 is limited to the preparation of this Intervenor Compensation Claim which does not require the responsibilities and expertise of a Legal Director. For this claim, the request for a premium to acknowledge Ms. Goodson's responsibilities as a Legal Director is denied. While Ms. Goodson is a very experienced attorney and has participated in complex Commission proceedings, the Commission finds TURN's request of a $640 hourly rate for Ms. Goodson to be excessive. Her expertise and experience with complex Commission proceedings justify Ms. Goodson to receive an hourly rate above the Low range of $486.31 per hour. However, Ms. Goodson's level of experience, 17.5 years, is only slightly higher than the minimum level of experience, or 15 years, needed to qualify for the Attorney V range and is not sufficient to justify granting Ms. Goodson an hourly rate in the Median Range of $606.31 per hour. The rate of $550 per hour, which is in the middle of the Low and Median hourly rate ranges, is reasonable and appropriate for Ms. Goodson's level of experience and expertise in 2021. It is 20% more than Ms. Goodson's hourly rate of $455/hour in 2020. Correspondingly, the Commission adopts a new 2021 hourly rate of $550 for Ms. Goodson as reasonable.

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.20-12-005.

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 $1,266,042.61.

CONCLUSION OF LAW

1. 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 $1,266,042.61.

2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company 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 April 25, 2021, the 75th 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 December 16, 2021, at San Francisco, California.

MARYBEL BATJER
President
MARTHA GUZMAN ACEVES
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
DARCIE HOUCK
Commissioners

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D2112046	Modifies Decision?	No
Contribution Decision(s):	D2012005		
Proceeding(s):	A1812009		
Author(s):	ALJ Lau, ALJ Lirag		
Payer(s):	Pacific Gas and Electric Company		

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/ Disallowance
The Utility Reform Network	2-9-21	$1,267,167.61	$1,266,042.61	N/A	Adoption of MRS Hourly rate for Hayley Goodson

Hourly Fee Information

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
David	Cheng	Attorney	$310	2017	$310
David	Cheng	Attorney	$335	2018	$335
David	Cheng	Attorney	$350	2019	$350
David	Cheng	Attorney	$375	2020	$375
Elise	Torres	Attorney	$340	2019	$340
Elise	Torres	Attorney	$360	2020	$360
Hayley	Goodson	Attorney	$435	2018	$435
Hayley	Goodson	Attorney	$445	2019	$445
Hayley	Goodson	Attorney	$455	2020	$455
Hayley	Goodson	Attorney Level V	$640	2021	$550
Katy	Morsony	Attorney	$330	2018	$330
Katy	Morsony	Attorney	$350	2019	$350
Marcel	Hawiger	Attorney	$445	2019	$445
Marcel	Hawiger	Attorney	$455	2020	$455
Matthew	Freedman	Attorney	$445	2019	$445
Matthew	Freedman	Attorney	$455	2020	$455
Robert	Finkelstein	Attorney	$530	2018	$530
Robert	Finkelstein	Attorney	$540	2019	$540
Robert	Finkelstein	Attorney	$550	2020	$550
Thomas	Long	Attorney	$585	2017	$585

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Thomas	Long	Attorney	$600	2018	$600
Thomas	Long	Attorney	$615	2019	$615
Thomas	Long	Attorney	$630	2020	$630
Eric	Borden	Expert	$215	2019	$215
Jennifer	Dowdell	Expert	$275	2019	$275
Dennis	Stephens	Expert	$225	2019	$225
Paul	Alvarez	Expert	$225	2019	$225
Garrick	Jones	Expert	$210	2019	$210
John	Sugar	Expert	$230	2019	$230
William	Marcus	Expert	$295	2019	$295
David	Garrett	Expert	$200	2019	$200
Stephen	Green	Advocate	$120	2019	$120

(END OF APPENDIX)