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BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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| 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, 2017 U 39 M | ) | Application No. 15-09-001 (Filed September 1, 2015) |

# ALLIANCE FOR NUCLEAR RESPONSIBILITY'S LATE-FILED COMMENTS ON ALJ STEPHEN ROSCOW'S PROPOSED DECISION GRANTING INTERVENOR COMPENSATION TO THE ALLIANCE FOR NUCLEAR RESPONSIBILITY FOR SUBSTANTIAL CONTRIBUTION TO DECISION 17-05-013

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## I. INTRODUCTION.

Pursuant to Rule 14.3 of the California Public Utilities Commission ("Commission" or "CPUC") Rules of Practice and Procedure, the Alliance for Nuclear Responsibility ("A4NR") respectfully submits its Comments on the December 2, 2019 Proposed Decision of Administrative Law Judge Stephen Roscow Granting Intervenor Compensation to A4NR for Substantial Contribution to D.17-05-013 ("PD"). D.17-05-013 authorized Pacific Gas and Electric Company ("PG&E") to increase rates based upon the adopted general rate case revenue requirements for the period January 1, 2017, through December 31, 2019 based, in large part, on a comprehensive settlement entered into by PG&E, A4NR and most of the active parties to the proceeding.

A4NR focused its intervention in the proceeding on issues related to the Diablo Canyon Nuclear Power Plant ("DCNPP"), and – mindful of the requirements of Cal. Pub. Util. Code §§ 1801 thru 1812 – prioritized its choice of litigation positions and settlement strategies to ensure that ratepayers received demonstrable value for all intervenor compensation requested by A4NR.

Consistent with Rule 14.3(c), these Comments focus on specific factual, legal, or technical errors in the PD and, in citing such errors, make specific references to the record or applicable law. Because Rule 14.3(a)'s 20-day deadline for Comments on the PD was December 23, 2019, A4NR is filing this same day a Motion seeking the Commission's permission for late-filing of these Comments.

## II. SPECIFIC FACTUAL, LEGAL, OR TECHNICAL ERRORS IN THE PD.

### A. Error in the PD's comments on Section II.A.1. (pp. 3 – 6).

The PD errs in its consideration of the relationship between the settlement in this proceeding and the related Joint Proposal for the retirement of DCNPP that became the subject of A.16-08-006.[1] Despite what appears to be a misapprehension in the PD, A4NR is emphatically **not** seeking compensation for any of the outcomes its efforts in this proceeding may have achieved in A.16-08-006. A4NR accepts that the substantive contribution of its advocacy on any particular issue in this proceeding must be assessed based upon its impact on D.17-05-013 alone. As the First District Court of Appeal recently clarified,

> the CPUC retains ample discretion to assess whether a given type of contribution made by a given intervener counts as "substantial" **within the particular procedural and substantive setting of a given proceeding.** And in exercising that discretion, it is perfectly acceptable, in our view, for the CPUC to recognize that even small victories may have a major impact on the course of a proceeding.[2] (emphasis added)

The PD's misapprehension may stem from its extensive, out-of-context quote from an A4NR statement in Section III.A.a. (the section addressing the general cost reasonableness standard Cal. Pub. Util. Code §§ 1801 and 1806) in the PD's discussion of Section II.A.1. of A4NR's claim (the section addressing the substantial contribution standard of Cal. Pub. Util. Code §§ 1802(j), 1803(a), 1803.1(a) and D.98-04-059). These sections of the CPUC claim form address different questions, and A4NR's statement in Section III.A.a. should be properly

[1] D.17-05-013 explains (at p. 13): "In a development outside this proceeding **that has impacted the outcome here**, on June 20, 2016, PG&E, A4NR, CUE, Friends of the Earth, IBEW Local 1245, National Resources Defense Council, and Environment California entered a separate agreement known as the 'Joint Proposal to Retire Diablo Canyon Nuclear Power Plant at the Expiration of the Current Operating Licenses and Replace it with a Portfolio of GHG-Free Resources' (Joint Proposal on Diablo Canyon). (emphasis added)

[2] *New Cingular Wireless PCS, LLC v. Public Utilities Com.* (2018) 21 Cal.App.5th 1197, at p. 1203; 231 Cal.Rptr.3d 91, at p. 94.

understood as an explanation of its case strategy in this proceeding[3] rather than as an attempt to augment its Section II.A.1. explanation of the substantial contribution its performance-based ratemaking proposal made to D.17-05-013.

The PD compounds its mistaken conflation of A4NR's Section II.A.1. and Section III.A.a. statements with groundless speculation about the "timing of events" between A4NR's efforts in this proceeding and A.16-08-006.[4] Given the confidentiality of settlement communications and their timing required by Rule 12.6, there is no way to bring greater clarity to this question beyond D.17-05-013's acknowledgment that the aforementioned Joint Proposal for the retirement of DCNPP "impacted the outcome here."[5] As indicated above, whether A4NR's time spent on its performance-based ratemaking proposal (19.4% of the total time covered by A4NR's claim[6]) should be counted as a substantial contribution should be assessed **wholly** "within the particular procedural and substantive setting"[7] of this proceeding, not A.16-08-006.

The PD refuses to credit A4NR's withdrawal of its performance-based ratemaking proposal as a contributing factor to the settlement of all DCNPP issues in this proceeding. This result (1) fails to recognize the inherently bundled nature of gives-and-takes between adverse

[3] As A4NR stated in Section III.A.a. of the CPUC claim form: "A4NR's fundamental strategy in this proceeding was to make recommendations that would provide the Commission with the regulatory tools that would force PG&E's hand, whether by (a) requiring PG&E to provide the material information bearing on the duration of DCNPP's future operations, and/or (b) reducing DCNPP-generated free cash flow by adjusting DCNPP-related annual depreciation expense under an assumption that, unless and until PG&E abandoned the DCNPP license extension application pending before the Nuclear Regulatory Commission, DCNPP would be operated until 2044-2045, and/or (c) allocating greater levels of financial risks to PG&E to protect customers from DCNPP safety or reliability failures (e.g., by adopting performance-based ratemaking)." PD at p. 21.
[4] PD at pp. 5 – 6.
[5] D.17-05-013 at p. 13.
[6] PD at p. 33
[7] *New Cingular Wireless PCS, LLC v. Public Utilities Com.* (2018) 21 Cal.App.5th 1197, at p. 1203; 231 Cal.Rptr.3d 91, at p. 94.

parties to a settlement; (2) appears premised on undervaluing the economic benefit to ratepayers of the several substantial contributions to D.17-05-013 the PD does attribute to A4NR; (3) asserts, without evidence, that rather than materially contributing to the DCNPP portions of the settlement, "A4NR's withdrawal of this recommendation simply reflects the reality that with the planned closure of Diablo there was no longer any need for the Commission to decide whether to adopt A4NR's performance-based ratemaking proposal."[8] The flaws in this reasoning are repeated in the PD's treatment of A4NR's proposals on depreciation and regulatory reporting requirements, and are also discussed further in Section E ("**Error in the PD's piecemeal evaluation of A4NR's contribution to the DCNPP provisions of the Settlement Agreement.**") below.

### B. Error in the PD's discussion in Section II.A.2. about the transferability of A4NR's hours expended in R.14-02-001 (pp. 6 – 7).

The PD oversimplifies its analysis of the transferability of A4NR hours from R.14-02-001 by confining its review to the R.14-02-001 Scoping Memo rather than the R.14-02-001 docket itself. A4NR's participation in R.14-02-001 was focused upon the flexible capacity aspects of Track 1 (Questions 1a, 1b, 2a, 2b, 2c, 2d, 2e, 3a, 3b, 3c, and 3d in that proceeding's Scoping Memo) and Track 2, and the potential impacts thereon of PG&E's consideration of operating DCNPP as a flexible, load-following resource. A4NR conducted extensive discovery, attended workshops, and filed comments on this issue in R.14-02-001. After Track 1 was suspended by ruling of the Assigned Commissioner and Administrative Law Judges[9], a ruling by the Administrative Law Judges denied A4NR's motion to compel further responses by PG&E to

[8] PD at p. 4.
[9] R.14-02-011, January 16, 2015 Assigned Commissioner and Administrative Law Judges' Ruling Suspending Track 1.

three of A4NR's 12 data requests but indicated that how Load Serving Entities or the Commission should account for potential changes to existing resources may be relevant to the development of or vetting of input assumptions for the assessment of future resource availability under Track 2.[10]

A4NR utilized its work in R.14-02-011, and the information derived therefrom, as the basis (supplemented by additional discovery in A.15-09-001) for its testimony in this proceeding on the inadequacy of PG&E's risk analyses of the hazards associated with the planned transition of DCNPP from operation as a baseload resource to a load-following resource.[11] As noted in D.18-01-021, PG&E subsequently validated this concern.[12] When D.16-01-033 closed the R.14-02-011 proceeding, it took pains to provide that the Track 1 and Track 2 "record from this proceeding should be incorporated in any other proceeding that takes up those issues"[13] and that "work performed by an intervenor in Rulemaking 14-02-001 may be considered for intervenor compensation in such other proceeding."[14]

A4NR's compensation claim cites D.16-01-033 as a basis for compensating the time it spent on a material issue prior to the filing of A.16-08-006, consistent with the Commission's longstanding practice of recognizing the reasonableness of limited amounts of pre-filing

[10] R.14-02-011, January 26, 2015 Assigned Administrative Law Judges Ruling, p. 4.
[11] A.15-09-001, A4NR-2, p. 12, line 2 – p. 13, line 27.
[12] D.18-01-021 at p. 12, quoting from PG&E's Reply Brief: "Operating in load-following mode [footnote omitted] would take Diablo Canyon outside of the currently authorized NRC license conditions and would require extensive technical feasibility studies, redesign of procedures, processes and systems, maintenance practices and nuclear fuel redesign. […] It is unclear if Diablo Canyon could be retrofitted to safely and reliably operate in a different operating mode, whether the NRC would approve it, and whether it would be cost-effective to do so given the reduction in capacity factor that would result if Diablo Canyon were to be frequently ramped down to minimum operating levels during the daytime hours when solar power is prevalent. (PG&E Reply Brief at 7.)"
[13] D.16-01-033, Conclusion of Law 3.
[14] D.16-01-033, Ordering Paragraph 3.

preparation by intervenors. Reliance on the presumed safe harbor of a Commission decision has not been a prerequisite for the compensation of such time in the past. Here, a review of A4NR's participation in the R.14-02-011 docket and the use made of it in A4NR's testimony in A.16-08-006 corroborate the reasonableness of the requested transfer of hours.

### C. Error in the PD's comments on Section II.A.3. (pp. 8 – 9).

By the same mistaken logic used to dismiss A4NR's ratemaking proposal (discussed above in Section A "**Error in the PD's comments on Section II.A.1.**"), the PD refuses to credit A4NR's withdrawal of its depreciation recommendation (9.2% of the total time covered by A4NR's claim[15]) as a contributing factor to the settlement of all DCNPP issues in this proceeding. The same flaws in the PD's reasoning affect both disallowances. As a result, the PD nullifies any role played by two of A4NR's principal economic recommendations, accounting for a combined total of 28.6% of the hours in A4NR's claim,[16] in bringing about the settlement of all DCNPP-related issues in A.16-08-006, including those issues where the PD credits A4NR with having made a substantial contribution to D.17-05-013. Implicitly, the PD appears to assume that the Settlement Agreement's inclusion of those PD-acknowledged A4NR substantial contributions represent unilateral victories by A4NR rather than the results of the negotiated compromise, where a litigation position on one issue is traded against another, required to produce any settlement between adverse parties.

[15] PD at p. 33.
[16] PD at p. 33.

The PD's mistaken assessment of the DCNPP portions of the A.16-08-006 settlement is discussed further in Section E ("**Error in the PD's piecemeal evaluation of A4NR's contribution to the DCNPP provisions of the Settlement Agreement.**") below.

## D. Error in the PD's comments on Section II.A.6. (pp. 11 – 13).

The PD declines to credit A4NR's efforts (15% of its total hours[17]) to intensify the Commission-related regulatory reporting requirements for DCNPP, attaching unexplained significance to the fact that the Settlement Agreement scaled back the scope of the contemplated reporting (but retained its annual frequency) after the Joint Proposal to retire DCNPP had been announced. Notwithstanding the confidentiality requirements of Rule 12.6 regarding settlement communications, it should be clear to the Commission that such reduction in scope is a logical compromise that a party would make in pursuit of achieving other benefits through settlement, especially in light of the acknowledgment in D.17-05-013 that the Joint Proposal to retire DCNPP co-sponsored by A4NR "has impacted the outcome here."[18] With the same flawed logic of its disallowance of time spent on A4NR's performance-based ratemaking and depreciation proposals, the PD refuses to assign value to any concessions from A4NR's original litigation positions.

The PD is also dismissive of what it inaccurately characterizes as "a commitment by PG&E to provide general update information that it would provide to the Commission in any case,"[19] and overlooks any benefit from improved transparency (and enhanced oversight)

[17] PD at p. 32.
[18] D.17-05-013 at p. 13.
[19] PD at p. 13.

flowing to the Commission, A4NR, and other stakeholders from the increased frequency of annual advice letters (eight before 2025) compared to the status quo (two test year general rate cases before 2025).

The PD also incorrectly implies that A4NR's claim inaccurately describes a portion of the Settlement Agreement ("but the language in the Settlement Agreement says no such thing"[20]). Similar to the out-of-context quote from a different section of the claim form which led the PD astray in its consideration of A4NR's performance-based ratemaking proposal, here the PD overlooks A4NR's specific response in the pertinent Section II.A.6. – where the claimant is asked to provide specific references from the record to corroborate a substantial contribution[21] – and instead zeroes in on A4NR's paraphrasing of the Settlement Agreement in its Section III.A.a.6. justification of the cost reasonableness of its claim. The paraphrase found offensive by the PD[22] is in no way inconsistent with the similarly paraphrasing language[23] from page 39 of the Joint Motion for Adoption of Settlement Agreement which A4NR specifically cited in its Section II.A.6. response.

[20] PD at p. 13.

[21] A4NR's actual response: "See Exhibit A4NR-1, and Exhibit A4NR-3, Volume 2 (workpapers of Rochelle Becker); recommendation addressed by Joint Motion for Adoption of Settlement Agreement, August 3, 2016, at pp.37, 39 (PG&E agrees to submit information annually, addressing material changes to DCNPP condition that might affect retirement date and updating planned capital improvements, projects and additions as retirement approaches); and, Settlement Agreement, at Section 3.2.3.1.4." PD at p. 11.

[22] "A4NR and PG&E agreed to conform the annual filing recommended by A4NR to information relevant to DCNPP's operation under an assumption that the plant will be retired in 2024-2025 and, based upon this agreement, PG&E will file information annually bearing on DCNPP's condition bearing on DCNPP's retirement date and operations" PD at p. 13.

[23] The Joint Motion's paraphrase: "However, in the Settlement Agreement, PG&E has agreed to submit Tier 1 advice letters notifying the Commission of any material changes to the condition of Diablo Canyon that may affect the retirement date. In addition, PG&E will on an annual basis update its GRC forecast of planned capital improvements, projects and additions for Diablo Canyon as part of its proposal for implementation of the Joint Proposal." Joint Motion for Adoption of Settlement Agreement, August 3, 2016, at p. 39.

But the overriding error in the PD's consideration of A4NR's regulatory reporting proposal – as was the case with its assessment of A4NR's performance-based ratemaking proposal and A4NR's depreciation proposal – is its fundamental misunderstanding of the bargained-for nature of any settlement between litigation adversaries, as discussed immediately below.

## E. Error in the PD's piecemeal evaluation of A4NR's contribution to the DCNPP provisions of the Settlement Agreement.

Adding to the deficiencies noted above concerning the PD's consideration of A4NR's recommendations on performance-based ratemaking, depreciation, and regulatory reporting, the PD's parsing of A4NR's original litigation position into individual strands to identify which ones were adopted in whole by D.17-05-013 is inherently ill-suited to assessing A4NR's contribution to the DCNPP portions of the Settlement Agreement. The PD's approach directly conflicts with the Commission's longstanding encouragement of settlement. As articulated in D.05-12-025:

> In assessing these factors, we have often acknowledged California's strong public policy favoring settlements. This policy supports many worthwhile goals, such as reducing litigation expenses, conserving scarce resources of parties and the Commission, and allowing parties to reduce the risk that litigation will produce unacceptable results.
>
> We consider individual settlement provisions in our assessment of settlements but, **in light of strong public policy favoring settlements, we do not base our conclusion on whether any single provision is the optimal result. Rather, we determine whether the settlement as a whole produces a just and reasonable outcome.**[24] (emphasis added)

[24] D.05-12-025 at p. 7.

The need for a holistic perspective is even more acute in assessing the merits of a settling party's choice to adjust its original litigation position in order to achieve a net gain from settlement. Although the PD does quantify a $4.2 million dollar benefit for the Settlement Agreement's adoption of A4NR's recommendation regarding the Seismic Studies Balancing Account, which the PD characterizes as a substantial contribution,[25] the PD's assessments of A4NR's other acknowledged substantive contributions lack such quantification. The A4NR recommendation regarding the DCNPP Unit 2 stator replacement project, which the PD credits as a substantial contribution,[26] resulted in PG&E withdrawing its request for pre-approval of capital expenditures estimated to range between $76.5 and $151 million.[27] The A4NR recommendation regarding costs of the DCNPP Independent Spent Fuel Storage Installation expansion project, which the PD credits as a substantial contribution, resulted in PG&E's agreement to study expedited transfer of spent fuel to dry casks (although not in the record of this proceeding, PG&E's 2015 Nuclear Decommissioning Cost Triennial Proceeding application estimated a $65.6 million difference in annual costs between storing spent fuel in both wet and dry storage and storing spent fuel in dry storage only[28]).

The PD chooses to disaggregate A4NR's bundle of recommendations and test each one for its inclusion in the Settlement Agreement, but ignores the likelihood that the negotiation of the Settlement Agreement required withdrawal or compromise of some of A4NR's objectives in order to achieve others. By any measure, the negotiated result attributable to A4NR's portfolio

[25] PD at p. 9.
[26] PD at p. 6.
[27] A.15-09-001, A4NR-2, p. 19, lines 22 – 24.
[28] A.16-03-006, Exhibit 3, PG&E Prepared Testimony (Francis W. Seymore), p. 2-28, lines 3 – 7.

of recommendations was a substantial ratepayer benefit many, many multiples larger than A4NR's request for compensation. The PD's dismissal of A4NR's efforts on performance-based ratemaking, depreciation, and regulatory reporting – on which A4NR expended 43.6% of its total hours – fails to recognize the substantial contribution they each made in achieving the overall result.

The PD fails to consider the effect such piecemealing would have on an intervenor's willingness to consider compromise in settlement negotiations. If a party, eligible by Commission-determined financial hardship for potential compensation, knew in advance that its negotiated "gives" could not be offset by its negotiated "takes" in the Commission's measurement of ratepayer benefit; and that the Commission's evaluation of that intervenor's substantial contribution would apply a position-by-position granularity rather than the holistic approach applied to the review of settlements themselves; and that the Commission refused to acknowledge the inter-related quality of individual positions within an intervenor's litigation strategy; and that a substantial portion of requested compensation would be denied if the intervenor was not deemed to have prevailed on each individual issue it raised, irrespective of the overall result; then why would such a party ever engage in settlement?

To the extent that satisfying the requirements of the Commission's intervenor compensation program is a necessary prerequisite for many parties to participate effectively in Commission proceedings, the PD should be adapted to better reflect Cal. Pub. Util. Code § 1801.3(b) – the declaration of the Legislature's intent that the statutory underpinnings of the intervenor compensation program "be administered in a manner that encourages the effective

and efficient participation of all groups that have a stake in the public utility regulation process." Inhibiting access of such groups to the Commission's settlement process cannot be what the Legislature had in mind.

The First District Court of Appeal, in its 2016 predecessor to the 2018 identically named case cited on pages 2 and 3 above, describes Cal. Pub. Util. Code § 1801.3 as one of two "notable changes"[29] made to the intervenor compensation statute in 1992 in response to a report of the California Auditor General which found that prior law

> had actually created a disincentive for many groups who might have wanted to participate in CPUC proceedings, but were wary of doing so because of uncertainty surrounding whether they would be paid … Thus the focus of AB 1975 was to revise Article 5 **so that, implementing it going forward, the CPUC could achieve the Legislature's original objective of encouraging broad public input in CPUC proceedings by creating stronger incentives for intervenors to participate.**[30] (emphasis added)

The 2016 *New Cingular Wireless PCS* decision approvingly cites a 2005 law review article by then-professor (and now California Supreme Court Justice) Mariano-Florentino Cuéllar to describe the context for Cal. Pub. Util. Code § 1801.3(b): "This effort to encourage wide participation in regulatory proceedings follows a modern trend in administrative law and procedure to open regulatory process as broadly as possible to public input." The PD should be modified to better achieve this standard.

[29] *New Cingular Wireless PCS, LLC v. Public Utilities Com.* (2016) 246 Cal.App.4th 784, at p.804; 201 Cal.Rptr.3d 652, at p. 669.
[30] *New Cingular Wireless PCS, LLC v. Public Utilities Com.* (2016) 246 Cal.App.4th 784, at p.803; 201 Cal.Rptr.3d 652, at p. 668.

### F. The PD should apply the correct Geesman hourly rate in Section III.D. Item 1 (p. 51).

When A4NR filed its compensation requests in this proceeding and in A.16-08-006 it was ignorant of the Commission's practice regarding attorneys who also provide expert witness testimony in the same proceeding. Its compensation filings in both proceedings sought, somewhat arbitrarily, to differentiate hourly rates based on attempting to distinguish the function performed during each unit of work. A4NR was unaware that the Commission has characterized attorney performance of dual roles as an "efficiency adder" on the rare occasions it has added multipliers to attorney rates in compensation decisions.[31] A4NR does not request any such "efficiency adder" here, nor did it in A.16-08-006. The Commission, by its own initiative, in D.18-10-050 corrected A4NR's attempted use of bifurcated attorney/expert rates for Geesman in A.16-08-006 and instead applied attorney rates to all of his time approved for compensation. A4NR requests that the PD be modified to conform to the approach adopted by the Commission in D.18-10-050.

## IV. CONCLUSION.

As, documented in the Joint Motion for Adoption of Settlement Agreement, the disposition of A4NR's portfolio of recommendations made a substantial contribution to the resolution of all DCNPP-related issues in this proceeding and produced the sizable ratepayer benefits quantified in these Comments. When evaluated **solely** within the particular procedural and substantive setting of A.15-09-001, without regard to any impact they may

[31] See discussion in D.18-10-035, D.15-06-016, and D.15-05-018.

have had on A.16-08-006, A4NR's efforts constitute a substantial contribution to D.17-05-013 that easily fits within Commission precedents for major compensation awards. The magnitude of benefits dispels any doubt that ratepayers received demonstrable value for the intervenor compensation requested by A4NR.

For the reasons stated herein, A4NR respectfully requests the PD be modified to reflect the following changes:

- the PD's comments in Section II.A.1. (at pp. 3 – 6 of the PD) should be corrected to make a finding of substantial contribution to D.17-05-013, with corresponding changes to the narrative (including Section II.C.A, at p. 19 of the PD; Section III.A.a., at p. 21 of the PD; and Section III.D. Item 4, at p. 52 of the PD).
- the PD's discussion in Section II.A.2. (at pp. 6 – 7 of the PD) should be corrected to allow the transfer of hours from R.14-02-001 to A.16-08-006 requested by A4NR, with corresponding changes to the narrative (including in Section II.A.4, at p.10 of the PD; Section II.A.5, at p. 10 of the PD; Section III.A.b, at pp. 30 – 32 of the PD; Section III.D. Item 1, at p. 51 of the PD; Section III.D. Item 3, at p. 52 of the PD; and Section III.D. Item 9, at p. 54 of the PD).
- the PD's comments on Section II.A.3. (at pp. 8 – 9 of the PD) should be corrected to make a finding of substantial contribution to D.17-05-013, with corresponding changes to the narrative (including Section II.C.A, at p. 19 of the PD; Section III.A.a., at p. 21 of the PD; and Section III.D. Item 4, at p. 52 of the PD).
- the PD's comments on Section II.A.6. (at pp. 11 – 13 of the PD) should be corrected to make a finding of substantial contribution to D.17-05-013, with corresponding changes

to the narrative (including Section II.C.A, at p. 19 of the PD; Section III.A.a., at p. 21 of the PD; and Section III.D. Item 4, at p. 52 of the PD).

- The PD computation should be corrected to apply Geesman's hourly rate as an attorney in Section III.D. Item 1 (at p. 51 of the PD), with corresponding changes to the narrative.
- Finding of Fact 4 (at p. 56 of the PD) should be modified to reflect the changes in awarded compensation stemming from the modifications to the PD recommended above. A4NR is content to rely on the Commission's recalculation of such amounts pursuant to these modifications, but will gladly assist the Commission in making such recalculations if requested to do so.
- Ordering Paragraph 1 (at p. 56 of the PD) should be modified to reflect the recalculated award identified in the modified Finding of Fact 4.

Respectfully submitted,

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