

Decision 22-08-017 August 4, 2022

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, 2010. (U39M)

Application 18-12-009

**DECISION GRANTING INTERVENOR COMPENSATION TO SMALL
BUSINESS UTILITY ADVOCATES FOR SUBSTANTIAL CONTRIBUTION TO
DECISION 20-12-005**

Intervenor: Small Business Utility Advocates	For contribution to Decision (D.) 20-12-005
Claimed: \$73,018.75	Awarded: \$73,018.75
Assigned Commissioner: Clifford Rechtschaffen ¹	Assigned ALJ: Elaine Lau and Rafael L. Lirag

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

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	Decision (D.) 20-12-005 authorizes Pacific Gas & Electric Company's (PG&E) revenue requirement increase for 2020 test year. The decision approves test year revenue requirements increases of \$1.05 billion (for a 12.4% increase) over base year 2019, which includes a revenue requirement of 9.093 billion. Additionally, D.20-12-005 adopts a comprehensive Settlement Agreement between all active parties, including Small Business Utility Advocates (SBUA), finding that the comprehensive Settlement Agreement entered into by the parties is reasonable, consistent with the law, and in the public interest.
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B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812²:

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference:	February 11, 2019	Verified
2. Other specified date for NOI:		
3. Date NOI filed:	March 13, 2019	Verified
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:	A.18-11-005	Verified
6. Date of ALJ ruling:	June 24, 2019	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:	A.18-11-005	Verified
10. Date of ALJ ruling:	June 24, 2019	Verified

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

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:	December 11, 2020	Verified
15. File date of compensation request:	February 9, 2021	Verified
16. Was the request for compensation timely?		Yes

C. Additional Comments on Part I:

#	Intervenor's Comment(s)	CPUC Discussion
1	SBUA also received a more recent ruling on its customer status and showing of significant financial hardship in R.20-08-020 on December 23, 2020.	Noted

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 Discussion
<u>1. Comprehensive Settlement Agreement & MOU Adoption</u> SBUA was an active party in the comprehensive Settlement Agreement and negotiated extensively with PG&E and other parties, attended settlement conferences and participated in the filing of joint comments (<i>see, e.g.,</i> Joint Reply Comments, Feb. 5, 2020), and related thereto separately negotiated an agreement between PG&E and	The Decision adopted the Settlement Agreement and MOU, stating: "we also adopt the MOU between PG&E and SBUA. The MOU promotes the collaboration between PG&E and its small and medium business customers by encouraging PG&E to help these customers manage their energy usage. The settlement adopts PG&E's proposal of recovering from ratepayers the \$6.5 million in annual expense PG&E expects to incur from the MOU." (D.20-12-005, p. 164.)	Verified

<p>SBUA as a Memorandum of Understanding (“MOU”). SBUA advocated in the proceeding for the Commission to adopt the MOU and allocate sufficient funding for its provisions. The Commission’s adoption of the Settlement Agreement and endorsement of the SBUA-PG&E MOU secures favorable benefits for small businesses.</p>	<p>“The settlement adopts the MOU between PG&E and SBUA, as well as PG&E’s proposed cost recovery mechanism for the costs PG&E commits to spend in the MOU.” (D.20-12-005, Findings of Fact #170, p. 160.)</p> <p>“The MOU between PG&E and SBUA promotes the collaboration between PG&E and its small and medium business customers.” (D.20-12-005, Findings of Fact #171, p. 160.)</p> <p>“The settlement’s adoption of PG&E’s forecasted expenses and capital expenditures for the activities related to Customer Engagement, PG&E’s proposed cost recovery and account treatment for the AB 802 memorandum accounts, the MOU between PG&E and SBUA, and PG&E’s proposed cost recovery of the costs PG&E commits to spend in the MOU is reasonable.” (D.20-12-005, Conclusions of Law #45, p. 389.)</p> <p>Joint Motion of Settling Parties for Approval of Settlement Agreement (December 19, 2019), App. E (Memorandum of Understanding between PG&E and SBUA).</p> <p><i>See also</i> SBUA Motion for Party Status (Jan. 25, 2019), pp. 3-4 (discussing importance of MOU).</p>	
<p><u>2. Customer Service and Outreach</u></p> <p>Under the agreed MOU adopted in the Settlement Agreement, PG&E has committed to dedicate \$6.5 million annually, or \$19.5 million for the 2020 GRC Period, to provide outreach and support that will assist small</p>	<p>MOU Sections 2.1.1, 2.1.2, 2.1.3, 2.1.6 and 2.3 provide important customer service and small business outreach and are part of the MOU adopted by the Decision (D.20-12-005, p. 164).</p> <p>SBUA Opening Testimony of Michael Brown (July 26, 2019) (as revised on Sept. 4, 2019) (Hearing Exhibit (HE) 29), pp. 10-14 (discussing MOU</p>	<p>Verified</p>

<p>businesses. These SBUA-PG&E MOU provisions include Sections 2.1 (Spending Target), 2.1.2 (New Small Business Organization), 2.1.3 (Small Business Adopters of New Energy Technologies), 2.1.6 (Webpage and Technology Resources) and 3.1 (Economic Development). The Agreement provisions are designed to ensure that ratepayer funds in significant amounts will be dedicated to serve small businesses. In addition, in the MOU, PG&E agreed to a number of specific customer outreach and service initiatives for small businesses:</p> <p><u>First</u>, PG&E agreed to continue its internal small business organization unit recently established under the 2017 SBUA-PG&E MOU with dedicated account managers to connect small business customers to PG&E tools, resources, programs, services, and integrated demand-side management offerings. SBUA's objective with this provision is to enhance PG&E's communicating with and support for small commercial customers.</p> <p><u>Second</u>, PG&E will promote adoption of electric vehicle charging, energy storage, solar generation and other new energy technologies for small businesses and will study and report in the 2023 GRC on the need for additional outreach to</p>	<p>benefits related to customer service, outreach, and economic development).</p> <p>SBUA Rebuttal Testimony of Michael Brown, (Sept. 4, 2019) (HE 30), pp. 3-6 (same).</p> <p><i>See also</i> Joint Comparison Exh. Vol. 1 (HE 311), pp. 2-313 (setting forth SBUA positions relative to customer care funding categories).</p>	
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<p>promote adoption of these opportunities.</p> <p><u>Third</u>, PG&E committed to maintaining and upgrading its webpage for small business customers with a centralized location for information, links, and resources. This web page includes, for example, the following topics and areas tailored for small businesses: (i) energy efficiency; (ii) energy audits; (iii) distributed generation; (iv) contracting opportunities with PG&E; (v) environmental sustainability; (vi) a list of dates and locations of upcoming small business conferences and programs by PG&E; (vii) resources related to Economic Development; (viii) small business electricity rate information including Time of Use and Critical Peak Pricing; (ix) demand-side management programs for small businesses and (x) electric vehicle charge network information. SBUA's objective with these provisions is to with MOU modifications to allow small businesses to more easily discover and engage with PG&E services and opportunities.</p> <p><u>Fourth</u>, PG&E will continue its Economic Development (ED) organization unit and provide to small businesses-related outreach to recipients of ED funds.</p>		
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<p><u>3. Promote Contracting Opportunities for Small Businesses</u></p> <p>SBUA advocated for increased direct contracting opportunities for small businesses with PG&E. In the MOU, PG&E commits to (i) assigning one full time employee to “assist small businesses in completing the necessary processes and applications necessary for small businesses securing contracts to provide materials and services to PG&E.” (MOU, § 5.1.2.) and (ii) hosting at least two learning sessions during the 2020 GRC period to teach about PG&E’s application process and requirements for entering into PG&E’s supply chain (MOU, § 5.2).</p>	<p>MOU Sections 5.1 and 5.2 enhance contracting opportunities for small business outreach and are part of the MOU adopted by the Decision (D.20-12-005, p. 164).</p> <p>SBUA Opening Testimony, pp. 15-16 (discussing MOU benefits related to contracting opportunities for small business).</p> <p>SBUA Rebuttal Testimony, pp. 6-7 (supporting supplier diversity).</p>	<p>Verified</p>
<p><u>4. Other Issues</u></p> <p>i) PG&E had proposed closing 17 Community Service Centers (CSOs) (Joint Reply Comments, p. 26 (Feb. 26, 2020)). SBUA opposed the closure of CSOs that provide high levels of service to PG&E small and medium business (SMB) customers (<i>see, id.</i>). SBUA negotiated with PG&E and provided extensive analysis of the impact of closing certain offices on SMBs. PG&E agreed to provide additional customer communication in advance of closure (<i>id.</i>, p. 29). PG&E revised its application to close 10 identified CSOs, which did</p>	<p>i) PG&E narrowed its list of CSOs for closure from 17 to 10 specified offices and did not include many of the CSOs serving the most SMB customers. As noted in the Decision, PG&E “considered input from external parties” (D.20-120995, pp. 180-81), which included SBUA and “came to a reasonable compromise” (Joint Reply Comments, p. 26 (Feb. 26, 2020)).</p> <p>ii) The MOU implements important provisions necessary for the administration of the MOU and realization of its benefits for small businesses (<i>see, e.g.,</i> MOU, §§ 2.1, 4.1, 5.3, 6.1). The MOU was adopted by the Decision (D.20-12-005, p. 164).</p>	<p>Verified</p>

<p>not include many of the CSOs that SBUA identified to PG&E as high-priority for remaining open.</p> <p>ii) SBUA and PG&E interfaced on several other administrative issues related to maintaining and implementing the provisions of the MOU, such as the parties' meet and confer obligations (MOU, §§ 2.1.5, 5.3, 6.1), and the necessity of tracking small business customers (<i>id.</i>, § 4.1). These matters are important to the administration of the MOU and of benefit to small businesses.</p>		
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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	Verified
b. Were there other parties to the proceeding with positions similar to yours?	Yes	Verified
c. If so, provide name of other parties: Cal Advocates, CforAT, CUE, Jan L. Reid and TURN all opposed closure of CSOs.		Verified
d. Intervenor's claim of non-duplication: SBUA provided the perspective of small businesses and necessarily participated to assess impacts to this class and advance their interests. No other party focused on the small business issues addressed by SBUA, particularly the confirmation and funding of the MOU that commits PG&E to provision of important outreach and contracting services to customers and small businesses. In this case, SBUA focused its efforts narrowly and coordinated with other parties to keep duplication to a minimum.		Noted

³ The Office of Ratepayer Advocates was renamed the Public Advocate's Office of the Public Utilities Commission pursuant to Senate Bill No. 854, which the Governor approved on June 27, 2018.

PART III: REASONABLENESS OF REQUESTED COMPENSATION

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

	CPUC Discussion
<p>a. Intervenor’s claim of cost reasonableness:</p> <p>SBUA intervened in this proceeding to protect and advance the interests of small businesses. The Commission approved the multi-party Settlement Agreement and endorsed the SBUA-PG&E Memorandum of Understanding, which included numerous provisions (as discussed above) that benefit small businesses.</p> <p>SBUA participated in this proceeding by obtaining party status, attending the prehearing conference, extensively negotiating with PG&E (and other parties), submitting testimony, attending hearings, joining the settlement, submitting joint comments, and presenting oral argument at the November 12, 2020, Commission meeting pertaining to the SBUA’s participation, and SBUA’s contribution was explicitly recognized in the Decision.</p> <p>SBUA’s compensation request seeks an award of \$73,018.75 for approximately 200 hours of work performed pertaining to the 2020 GRC approved in this Decision. This is a reasonable request for fees in light of the benefits achieved by SBUA’s advocacy. The SBUA-PG&E MOU and Settlement Agreement reach a reasonable compromise among PG&E, SBUA, and the other settling parties regarding small businesses and CSO closures. As a result of SBUA’s work PG&E will among other things: ensure revenue expenditures of approximately \$20 million over the course of the 2020 GRC with commitments to outreach and engage with small business customers; maintain a new small business organization dedicated to assisting small businesses in PG&E’s territory; enhance a new webpage with improved support for small businesses; promote new energy technologies and report on the need for additional DER-related funding in the 2023 GRC; and dedicate resources to create contracting opportunities for small businesses. The adoption of the MOU will benefit and protect an important customer class and is in the public interest.</p> <p>For these reasons, the Commission should find that SBUA’s efforts have been valuable and the request for fees reasonable.</p>	<p>The Commission finds claim of costs as reasonable.</p>
<p>b. Reasonableness of hours claimed:</p> <p>The hours claimed are reasonable in the context of the importance of this multibillion-dollar GRC proceeding impacting millions of PG&E customers. SBUA participated efficiently, narrowly and successfully to address the needs of an underrepresented class. The hours requested above</p>	<p>The Commission finds hours claimed as reasonable.</p>

are reasonable in the context of the level of effort required to participate in a general rate case and reach a settlement. The time spent in settlement/MOU discussions was ultimately more beneficial than protracted litigation engagement, which would have entailed significantly more hours.	
<p>c. Allocation of hours by issue:</p> <p>SBUA has assigned the following issue codes:</p> <ol style="list-style-type: none"> 1. Comprehensive Settlement & MOU Adoption (58.9 hours or 30% of time) 2. Customer Service & Outreach (38.5 hours or 19% of time) 3. Promoting Contracting Opportunities for Small Businesses (45.8 hours or 23% of time) 4. Other Issues (CSO closures, resiliency zones, meet and future confer obligations) (42.6 hours or 21% of time) 5. General (coordination, procedural issues) (13.7 hours or 7% of time) <p>The categories above are designed to capture SBUA's main areas of advocacy and contributions to the Decision.</p>	Noted

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Ivan R. Jimenez	2018	1.3	\$185	D.20-06-013	\$240.50	1.3	\$185	\$240.50
Ivan R. Jimenez	2019	37.6	\$245	D.20-06-013	\$9,212.00	37.6	\$245	\$9,212.00
Ariel Strauss	2019	18.1	\$375	D.20-04-023	\$6,787.50	18.1	\$375	\$6,787.50
Ariel Strauss	2020	10.9	\$405	As above; increased by a 5% step increase plus a 2.55% Cost of Living Adjustment (COLA) per Res. ALJ-387;	\$4,414.50	10.9	\$405 [1]	\$4,414.50

				see Comment #1 below				
James Birkelund	2019	45.2	\$495	D.20-02-061	\$22,374.00	45.2	\$495	\$22,374.00
James Birkelund	2020	20.3	\$510	As above, escalated by a 2.55% COLA per Res. ALJ- 387	\$10,353.00	20.3	\$510	\$10,353.00
Michael Brown	2018	27.1	\$215	D.18-11-027	\$5,826.50	27.1	\$215	\$5,826.50
Michael Brown	2019	36.5	\$220	D.18-11-027 plus application of Res. ALJ-357 2.35% Cost of Living Adjustment for 2019.	\$8,030.00	36.5	\$220	\$8,030.00
Michael Brown	2020	2.5	\$225	As above, escalated by a 2.55% COLA per Res. ALJ- 387	\$562.50	2.5	\$225	\$562.50
Subtotal: \$67,800.50						Subtotal: \$67,800.50		
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 \$
Michael Brown	2018	12.1	\$107.5	Travel time at 50% of 2018 Rate	\$1,300.75	12.1	\$107.50	\$1,300.75
Subtotal: \$1,300.75						Subtotal: \$1,300.75		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
Ivan Jimenez	2019	2.2	\$127.5	50% of 2020 Rate	\$280.50	2.2	\$127.50	\$280.50
James Birkelund	2019	2.6	\$247.5	50% of 2020 Rate	\$643.50	2.6	\$247.50	\$643.50
James Birkelund	2020	7	\$255	50% of 2020 Rate	\$1,785.00	7	\$255	\$1,785.00

Ariel Strauss	2020	3.9	\$202.5	50% of 2020 Rate	\$789.75	3.9	\$202.50	\$789.75
Subtotal: \$3,498.75						Subtotal: \$3,498.75		
COSTS								
#	Item	Detail			Amount	Amount		
1	Travel Costs for Expert	Reimbursement for 750 vehicle miles travelled (at 54.5 cents per mile) and \$10 BART travel			\$418.75	\$418.75		
Subtotal: \$418.75						Subtotal: \$418.75		
TOTAL REQUEST: \$73,018.75						TOTAL AWARD: \$73,018.75		
<p>*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.</p> <p>**Travel and Reasonable Claim preparation time are typically compensated at ½ of preparer’s normal hourly rate</p>								
ATTORNEY INFORMATION								
Attorney		Date Admitted to CA BAR ⁴		Member Number		Actions Affecting Eligibility (Yes/No?) If “Yes”, attach explanation		
Ivan R. Jimenez		December 2016		313644		No		
Ariel S. Strauss		March 2012		282230		No		
James M. Birkelund		March 2000		206328		No		

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

Attachment or Comment #	Description/Comment
Comment 1	<p><u>2020 Rate for Attorney Ariel S. Strauss</u></p> <p>Mr. Strauss' rate in D.18-07-036 was set at \$375 per hour. In addition, we are asking for a 5% step increase for Mr. Strauss, resulting in a 2020 rate in this case of \$405 per hour ($375 \times 1.05 \times 1.0255$, rounded to the nearest five, per D.13-05-009). Resolutions ALJ-387 states: "It is reasonable to allow individuals an</p>

⁴ This information may be obtained through the State Bar of California's website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>.

	annual ‘step increase’ of 5%, twice within each experience level and capped at the maximum rate for that level, as authorized by D.07-01-009.” Mr. Strauss who is in the 8-12 years of experience bracket has not yet received any step increases in this experience level. In addition, Resolution ALJ-387 approves a COLA of 2.55% for 2020.
Attachment 1	Certificate of Service
Attachment 2	Time Sheet Records with Allocation of Hours by Issue for D.20-12-005
Attachment 3	Costs of Expert

D. CPUC Comments, Disallowances, and Adjustments

Item	Reason
[1] New 2020 COLA rate for Ariel Strauss (Strauss)	<p>SBUA requests a new 2020 rate for Strauss and a 5% step increase. Strauss who is in the 8-12 years of experience bracket has not yet received any step increases in this experience level.</p> <p>A 2020 rate in this case of \$405 per hour ($375 \times 1.05 \times 1.0255$, rounded to the nearest five; COLA of 2.55% for 2020 is reasonable.</p> <p>The Commission adopts a new rate of \$405 for Strauss as reasonable.</p>

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 (<i>see</i> Rule 14.6(c)(6))?	Yes

FINDINGS OF FACT

1. Small Business Utility Advocates has made a substantial contribution to D.20-12-005.
2. The requested hourly rates for Small Business Utility Advocates’ representatives 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 are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$73,018.75.

CONCLUSION OF LAW

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

ORDER

1. Small Business Utility Advocates is awarded \$73,018.75.
2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company shall pay Small Business Utility Advocates 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 Small Business Utility Advocates' request, and continuing until full payment is made.
3. The comment period for today's decision is waived.

This decision is effective today.

Dated August 4, 2022, at San Francisco, California.

ALICE REYNOLDS

President

CLIFFORD RECHTSCHAFFEN

GENEVIEVE SHIROMA

DARCIE L. HOUCK

JOHN REYNOLDS

Commissioners

APPENDIX**Compensation Decision Summary Information**

Compensation Decision:	D2208017	Modifies Decision?	No
Contribution Decision(s):	D2012005		
Proceeding(s):	A1812009		
Author(s):	ALJ Lau and ALJ Lirag		
Payer(s):	Pacific Gas and Electric Company		

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Small Business Utility Advocates	February 9, 2021	\$73,018.75	\$73,018.75	N/A	See CPUC Comments, Disallowances, and Adjustments section above.

Hourly Fee Information

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Ivan	Jimenez	Attorney	\$245	2019	\$245
Ariel	Strauss	Attorney	\$375	2019	\$375
Ariel	Strauss	Attorney	\$405	2020	\$405
James	Birkelund	Attorney	\$495	2019	\$495
James	Birkelund	Attorney	\$510	2020	\$510
Michael	Brown	Expert	\$215	2018	\$215
Michael	Brown	Expert	\$220	2019	\$220
Michael	Brown	Expert	\$225	2020	\$225

(END OF APPENDIX)