



Decision _____

FILED02/09/21
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**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 No. 18-12-009
(Filed December 13, 2018)

**INTERVENOR COMPENSATION CLAIM OF
THE NATIONAL DIVERSITY COALITION
AND DECISION ON INTERVENOR COMPENSATION CLAIM OF
THE NATIONAL DIVERSITY COALITION**

NOTE: After electronically filing a PDF copy of this Intervenor Compensation Claim (Request), please email the document in an MS WORD and supporting EXCEL spreadsheet to the Intervenor Compensation Program Coordinator at Icompcoordinator@cpuc.ca.gov.

Intervenor: National Diversity Coalition	For contribution to Decision (D.) D.20-12-005
Claimed: \$131,486.58	Awarded: \$
Assigned Commissioner: Liane Randolph	Assigned ALJ: Elaine Lau and Rafael L. Lirag
I hereby certify that the information I have set forth in Parts I, II, and III of this Claim is true to my best knowledge, information and belief. I further certify that, in conformance with the Rules of Practice and Procedure, this Claim has been served this day upon all required persons (as set forth in the Certificate of Service attached as Attachment 1).	
Signature:	/s/ <i>Tadashi Gondai</i>
Date: 02/09/2021	Printed Name: Tadashi Gondai

PART I: PROCEDURAL ISSUES
(to be completed by Intervenor except where indicated)

A. Brief description of Decision:	<p>D.20-12-005 adopts the Settlement Agreement involving PG&E, The Public Advocates Office, The Utility Reform Network (TURN), Small Business Utility Advocates (SBUA), Center for Accessible Technology, National Diversity Coalition (NDC), Coalition of California Utility Employees, The Office of the Safety Advocate, and California City/County Streetlight Association, subject to certain modifications.</p> <p>The final decision authorizes PG&E to collect \$9.102 billion in TY2020 which is equal to the settlement amount</p>
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	<p>and is \$474 million less than PG&E's initial request in its application.</p> <p>For Post-Test Years, the decision authorizes an increase of \$316 million for 2021 (a 3.5% increase) and \$364 million for 2022 (a 3.9% increase). The PTY adjustments originally requested by PG&E were \$454 million in 2021 (+4.7%) and \$486 million in 2022 (+4.8%). Thus the adopted settlement represents substantial cost savings for ratepayers over the course of the GRC period.</p>
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B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812¹:

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference:	February 11, 2019	
2. Other specified date for NOI:	N/A	
3. Date NOI filed:	March 13, 2019	
4. Was the NOI timely filed?		
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.17-10-007 et. al	
6. Date of ALJ ruling:	April 26, 2018	
7. Based on another CPUC determination (specify):	N/A	
8. Has the Intervenor demonstrated customer status or eligible government entity status?		
Showing of "significant financial hardship" (§1802(h) or §1803.1(b)):		
9. Based on ALJ ruling issued in proceeding number:	A.17-10-007 et. al; A.19-11-018	
10. Date of ALJ ruling:	November 13, 2018; October 09, 2020	
11. Based on another CPUC determination (specify):	N/A	
12. Has the Intervenor demonstrated significant financial hardship?		
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D. 20-12-005	
14. Date of issuance of Final Order or Decision:	12/11/2020	
15. File date of compensation request:	02/09/2021	
16. Was the request for compensation timely?		

C. Additional Comments on Part I: (use line reference # as appropriate)

¹ All statutory references are to California Public Utilities Code unless indicated otherwise.

#	Intervenor's Comment(s)	CPUC Discussion

PART II: SUBSTANTIAL CONTRIBUTION
(to be completed by Intervenor except where indicated)

A. Did the Intervenor substantially contribute to the final decision (see § 1802(j), § 1803(a), 1803.1(a) and D.98-04-059): (For each contribution, support with specific reference to the record.)

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
<p>1. Effective Participation and Procedural Matters (EP/PROC)</p> <p>The National Diversity Coalition (NDC) reviewed testimony and filings from Pacific Gas & Electric Company (PGE) and all other parties, filed a protest, issued discovery, attended workshops, submitted testimony, participated in evidentiary hearings, actively engaged in settlement negotiations, and submitted motions and comments.</p> <p>NDC analyzed the GRC application and testimony, identified concerns regarding specific aspects that were not addressed by other parties, actively engaged in extended settlement negotiations, and substantially contributed to the final decision by providing evidence and recommendations to improve utility proposals that were ultimately adopted in</p>	<p><i>Protest of The National Diversity Coalition (01/17/2019) ("Protest")</i></p> <p><i>Prepared Testimony Of Faith Bautista On The 2020 General Rate Case Application Of Pacific Gas & Electric Company, Exhibit 171, (07/24/2019) ("NDC-01")</i></p> <p><i>Stipulation Between The National Diversity Coalition (NDC) And Pacific Gas And Electric Company (PG&E), Exhibit 172, (10/10/2019), (Appendix G in the approved Motion for Settlement), ("NDC Settlement")</i></p> <p><i>Joint Motion of the Public Advocates Office, the Utility Reform Network, Small Business Utility Advocates, Center for Accessible Technology, the National Diversity Coalition, Coalition of California Utility Employees, California City County Streetlight Association, the Office of the Safety Advocate and Pacific Gas and Electric Company for Approval of Settlement Agreement, (12/20/2019) ("Motion for Settlement")</i></p>	

<p>the approved settlement agreement.</p> <p>NDC’s advocacy enhanced the settlement agreement adopted in the final decision specifically regarding appropriate spending commitments and reporting for the Technical Assistance Program (TAP) and Default Time-of-Use (TOU) outreach efforts, commitments for Safety education and Community Engagement in underserved communities, and Supplier Diversity spending goals. Our active engagement in the arms-length negotiations ultimately produced reasonable agreements that helped to avoid litigation and conserve judicial resources of the Commission and all parties.</p> <p>Low-income and minority ratepayers benefited from NDC’s advocacy in this proceeding because these groups are the most impacted by rate changes, diversity spending, and economic assistance programs, and yet are the hardest to reach with information and education regarding such initiatives. These communities also have the least capacity and resources to engage in Commission proceedings to make their voices heard. Therefore, it is essential that NDC highlight the needs and perspectives of low-income and minority ratepayers in Commission proceedings.</p>	<p><i>Joint Reply Comments Of Pacific Gas And Electric Company (U 39 M), the Public Advocates Office of the California Public Utilities Commission, the Utility Reform Network, Center for Accessible Technology, National Diversity Coalition, Small Business Utility Advocates, Coalition of California Utility Employees, California City County Street Light Association, and the Safety and Enforcement Division of the California Public Utilities Commission, (2/5/2020), (“Reply Comments on Settlement”)</i></p> <p><i>Joint Comments of Pacific Gas and Electric Company, the Public Advocates Office, the Utility Reform Network, Small Business Utility Advocates, the National Diversity Coalition, Coalition of California Utility Employees, and the Safety and Enforcement Division on the Proposed Decision, (11/12/2020), (“Comments on PD”)</i></p> <p>D.20-12-005, <i>Decision Addressing the Test Year 2020 General Rate Case of Pacific Gas & Electric Company</i> (12/11/2020) (“Decision” or “Final Decision”)</p> <p>“PG&E reported on the status of a number of these items as required by the 2017 GRC Settlement and also included in the 2020 GRC, forecasts with respect to default TOU outreach and the TAP program in Exhibit (PG&E-06) Chapter 3, Exhibit (PG&E-06) Chapter 8, and Exhibit (PG&E-07) Chapter 4. NDC addressed these items in NDC-01. <u>No other parties addressed these items.</u>” – NDC Settlement at 1 (<u>emphasis added</u>).</p> <p>“Separate memorandums of understanding (MOU) between PG&E and SBUA, PG&E and CforAT, and</p>	
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<p>As in every case, NDC’s participation entailed a certain amount of work to review and research issues and address substantive and procedural matters that did not result in outcomes which are directly evident in the final decision, but were nonetheless essential for effective participation in the overall case. NDC’s advocacy efforts are further detailed below, broken down by issue to the extent possible under confidentiality requirements surrounding settlement discussions.</p>	<p>PG&E and NDC are incorporated into the Settlement Agreement. The MOUs relate to PG&E’s commitment to support small businesses, improving accessibility to its facilities, and providing outreach and education to minorities and promoting supplier diversity. We reviewed the MOUs and find them reasonable. The provisions and commitments included in the MOUs include enhancements to PG&E’s efforts concerning these issues and resolves issues and concerns raised SBUA, CforAT, and NDC in this proceeding.” – Decision at 327-328.</p> <p><i>See also</i> Finding of Fact 389, Decision at 391.</p> <p>“Other than the proposed modifications to the Settlement Agreement discussed in the relevant sections of the decision as specified above, we approve the Settlement Motion and the corresponding Settlement Agreement between PG&E, Cal Advocates, TURN, SBUA, CforAT, NDC, CUE, CALSLA, and OSA.” – Decision at 341.</p>	
<p>2. Technical Assistance Program and Supplier Diversity (TAP)</p> <p>NDC conducted extensive research and highlighted inconsistencies between PGE’s Supplier Diversity TAP recorded spending and authorized spending from their 2017 GRC settlement decision. NDC also argued that TAP forecast spending for the 2020 GRC period was unreasonable to sustain necessary and planned activities. NDC developed calculations to</p>	<p>NDC demonstrates that PGE spent less than the required \$800k/yr to support TAP as described in the 2017 GRC settlement. PGE states that if internal labor costs are taken into account, the amount spend on TAP exceeds the spending requirement. NDC explains that internal labor was not included in 2017 GRC forecast, was not mentioned in 2017 Settlement terms, was not added by the 2017 GRC final decision, and was not even included by PGE in TAP accounts until 2018. – NDC-01 at 23-28.</p> <p>NDC calculates that the amount collected but not spent by PGE for TAP</p>	

<p>recommend reimbursement of \$1.1M in unspent but collected funds, and to forecast an appropriate budget for future expenditures.</p> <p>Additionally, NDC also raised the need for PGE to establish supplier diversity spending goals for the 2020 GRC period.</p>	<p>from 2017-2019 is \$1.109M – NDC-01 at 30-32.</p> <p>PGE forecasts \$400k/yr to support TAP for the 2020 GRC period. NDC notes that this is insufficient, as it is only half the amount that was approved in the 2017 GRC and 40 percent of what they had originally requested, yet PGE asserts they will maintain the same activities. – NDC-01 at 32-33</p> <p>NDC calculates \$1.17M/yr as an appropriate total for 2020 GRC TAP forecast costs, including additional spending to make up for the over-collected/unspent amount. – NDC-01 at 32-33.</p> <p>“PG&E spent less than the agreed upon \$800 thousand per year to support the Technical Assistance Program (TAP) as described in the 2017 GRC Settlement. PG&E states that when internal labor required to support this program is taken into account, the amount spent exceeded the spending requirement. NDC asserts that internal labor was not intended to be included in accounting for the spending commitment, which was based on specific forecasts for which the internal labor PG&E references were not a part. PG&E acknowledges that while it may have satisfied the terms of the Settlement, it may not have met the parties’ original intent. NDC recommends that PG&E return the amount of the underspend to customers, which it calculates to be \$1.109 million.” – NDC Settlement at 2.</p> <p>“PG&E forecasts \$400 thousand per year to support the TAP program for the 2020 GRC period. NDC states that level of funding is insufficient and recommends the Commission adopt a</p>	
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<p>--</p> <p>The Final Decision adopts NDC Settlement provisions for PGE to spend \$800k/yr and \$2.4M during the 3-year 2020 GRC period on TAP. Costs not directly recorded in the TAP account will not count toward the total.</p> <p>Additionally, PGE will refund \$1.1M to customers for TAP over collection during the 2017 GRC period.</p> <p>PGE further agreed to set an overall 40 percent supplier diversity spending goal with a specific 25 percent minority spending goal annually during the 2020 GRC period. PGE will also establish annual supplier diversity goals in the next GRC.</p>	<p>\$1.17 M annual forecast for TAP for the 2020 GRC period.” – NDC Settlement at 2.</p> <p>--</p> <p>“NDC originally argued that PG&E did not spend the required amount for the Technical Assistance Program (TAP) which is a program under the Sourcing department.” – Decision at 205</p> <p>“Prior to the settlement, NDC argued that PG&E underspent amounts for TAP but we find this issue to be resolved as part of the agreement between PG&E and NDC wherein PG&E makes a commitment to spend a total of \$2.4 million for TAP in this GRC cycle.” – Decision at 206.</p> <p>“PG&E will have a flexible target of approximately \$800k per year, with a commitment to spend a total of \$2.4 million over the 3-year 2020 GRC period...</p> <p>Costs not tracked directly to the TAP order will not be included in the Company’s future reporting for this provision. PG&E will provide a report which breaks down the costs recorded in the TAP order in the next GRC. PG&E agrees to refund the amount of the TAP underspend from the 2017 GRC period to customers in the amount of \$1.1 M.”– NDC Settlement at 3.</p> <p>“PG&E will establish aspirational goals of 40% overall and 25% minority spending for supplier diversity annually for the 2020-2022 GRC period. PG&E will establish and report in the next GRC, annual aspirational goals for overall and minority spending for supplier diversity.” – NDC Settlement at 5.</p>	
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<p>3. Default Time-of-Use Outreach and Education (TOU)</p> <p>NDC demonstrated that PGE failed to properly report on spending for default TOU rate education in underserved communities, and failed to spend in accordance with obligations under the 2017 GRC Settlement.</p> <p>NDC showed that PGE’s forecast for default TOU education to underserved communities was negligible, and inadequate to reach minority ratepayers.</p> <p>NDC also opposed PGE’s request to modify the recording method for Default TOU transition outreach costs from recording in the Residential Rate Reform Memorandum Account (RRRMA) to a two-way balancing account. We agreed with CalAdvocates that the balancing account provided less accountability. NDC provided further arguments regarding the Commission’s previous rejection of PGE’s similar request in their 2017 GRC.</p>	<p>“PGE was required to use ‘specifically for communities of color and underserved communities’ 33 percent of the amounts recorded into the RRRMA for ‘default TOU rate education’. PGE however decided that ‘default TOU rate education’ should only apply to activities that were part of the ‘full’ default TOU transition. Therefore, in reporting on compliance with this settlement provision, PGE’s entire response was only the following statement:</p> <p>PG&E will not be conducting full default TOU outreach until 2020 due to the postponement of the full transition to default TOU rates from 2018 to October 2020. See Exhibit (PG&E-6), Chapter 3 for discussion on the transition to default TOU rates.” – NDC-01 at 13.</p> <p>“For 2020 Full Default TOU transition costs, PGE forecasts \$8.565 million. PGE anticipates spending \$3.732 million on ME&O, \$2.081 million on Customer Support, and \$115,000 on Customer Research, Measurement & Evaluation. These \$5.928 million expenses all support default TOU rate education. However, PGE has only dedicated \$200,000 for outreach to minority and underserved communities. This is only 5.36% of the ME&O budget, 3.37% of total expenses that support default TOU rate education, and 2.34% of the full default TOU transition forecast cost.” – NDC-01 at 18-19</p> <p>“PG&E spent less than the amount anticipated by the parties for TOU outreach to Communities of Color and underserved communities for the 2017 GRC period as specified by the 2017 GRC Settlement.” – NDC Settlement at 1.</p>	
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<p>--</p> <p>The Settlement requires PGE to spend \$200k annually/\$600k during the 2020 GRC cycle on TOU outreach to underserved communities, and work with CBOs to disseminate</p>	<p>“NDC shares Cal Advocates’ concern with approving a lower degree of Commission oversight for PGE’s spending on RRRMA costs. Given PGE’s failure to comply with settlement agreement provisions relating to default TOU rate education RRRMA costs and Technical Assistance commitments, and overarching concerns with the company-wide culture of putting profit over safety and public benefit, PGE has not demonstrated that they can or would act in the interests of ratepayers with less Commission scrutiny.” – NDC-01 at 35</p> <p>“Furthermore, in the 2017 GRC PGE proposed similar changes to allow RRRMA cost recovery through the use of an advice letter and with a two-way balancing account... However, the proposed decision and APD both rejected these modifications to RRRMA cost recovery stating that when the RRRMA was created, the Commission ‘directed that the balances in the RRRMA would be subject to review with the burden on the utility to show that the expenditures were incremental, verifiable and reasonable. An advice letter process [is] an inappropriate substitute for such a review.’... the reasoning in the proposed decision and APD is still sound and applies now more than ever.” – NDC-01 at 35-36</p> <p>--</p> <p>“PG&E will have a flexible target of approximately \$200k per year with a commitment to spend a total of \$600k over the 3-year 2020 GRC period towards work with Community-Based Organizations (CBOs). As part of this work, PG&E will work with CBOs to</p>	
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<p>information in multiple languages.</p> <p>The Settlement includes modifications to PGE’s recovery for RRRMA costs that protect both ratepayers and shareholders.</p>	<p>disseminate in multiple languages, general information pamphlets or brochures about rate options and about updating contact information or changing language preferences.” – NDC Settlement at 3.</p> <p>NDC supports CalAd’s position opposing PGE’s request to replace the RRRMA with a two-way balancing account. – Decision at 168-169.</p> <p>“The settlement proposes significant modifications to PG&E’s proposed cost recovery of residential rate reform activities. The settlement proposes that PG&E collect in rates the forecasted costs of the rate reform implementation and Statewide ME&O activities, record the actual costs in the RRRMA, and true-up the revenue collected in rates for the rate reform and Statewide ME&O activities with the costs recorded in the RRRMA during a reasonableness review at the end of the GRC cycle... the cost recovery mechanism for the rate reform and Statewide ME&O activities is reasonable, and we adopt it.” – Decision at 171-172.</p>	
<p>4. Safety Outreach and Education (SAFE)</p> <p>NDC raised concerns over the 2017 GRC settlement requirement for PGE to report on safety outreach and education in underserved communities.</p> <p>Our investigation revealed not only that PGE did not track such spending, but that the “proxy estimate” based on CARE eligibility they offered for 2017 turned out to be</p>	<p>The 2017 PGE GRC settlement requires PGE to report on the percent of annual authorized funding for “outreach and education on safety information, awareness, and emergency notifications” used for reaching “communities of color and underserved communities” – NDC-01 at 9.</p> <p>“PGE states that they do not track safety and non-safety ME&O spending separately and that they do not track spending among underserved communities separately, yet asserts that they spent \$7.4 million on safety education which touched minority and</p>	

<p>simply the minimum level of CARE eligibility for any county in their territory. Additionally, PGE did not provide any relevant information on safety outreach for 2018 or 2019.</p>	<p>underserved communities.” – NDC-01 at 10</p> <p>“PGE offers the CARE program as a proxy for safety ME&O spending in underserved communities, but does not proceed to state how much was spent on safety ME&O to CARE customers... The only relevant information PGE provides is that ‘PG&E has confirmed that each county where it has provided safety outreach and education in 2017 was made up of no less than 18% CARE-eligible customers.’ Upon further inquiry, PGE clarifies that they conduct safety related ME&O all throughout their service territory, and that 18% is simply the minimum level of CARE eligible customers in any county. PGE’s testimony also failed to provide information for 2018 or 2019.”– NDC-01 at 11.</p> <p>“PG&E relied primarily on CARE data as a proxy to determine which of the outreach and education activities it performed were directed to Communities of Color and underserved communities. NDC takes issue with the use of such a proxy as ineffective in identifying the communities for which PG&E was supposed to track this data.” – NDC Settlement at 2.</p>	
<p>--</p> <p>PGE agrees to track and report on safety outreach to underserved communities and communities of color. The Settlement defines more specifically what outreach efforts are required and what areas are considered underserved communities of color.</p>	<p>--</p> <p>PGE will track and report on safety-related outreach to underserved communities and Communities of Color in the next GRC. – NDC Settlement at 4.</p> <p>“Safety-related outreach includes work driven by specific gas or electric projects and directed toward communities impacted by those</p>	

<p>The parties also agree to actively coordinate to address and resolve issues in implementation during the 2020 GRC period.</p>	<p>projects. It also includes general public outreach not related to a particular project. To the extent possible, PG&E will report on Public Safety Power Shutoff and other emergency communications.” – NDC Settlement at 4.</p> <p>“Communities of Color and Underserved Communities will be identified using areas ranking in the top twenty-five percent of CalEnviroScreen3.0 scores... PG&E will supplement the CalEnviroScreen3.0 results with zip codes in PG&E service territory that have a minimum of 30 percent CARE eligible customers.” – NDC Settlement at 4.</p> <p>“Prior to preparing the report for the next GRC, PG&E will provide a copy of the zip codes identified as described above to NDC for its review and approval.</p> <p>To the extent PG&E identifies any issues over the course of the 2020 GRC period that materially affect its ability to report on Safety-Related Outreach as agreed, PG&E would notify NDC of such issues and the Parties would meet and confer to determine how to resolve them. To the extent any changes to the reporting process are agreed to by NDC and PG&E as a result of that meet and confer process, those changes would be documented and would become effective as an amendment to this stipulation.” – NDC Settlement at 4.</p>	
<p>5. Community Engagement (ComE)</p> <p>NDC raised the issue of PGE’s plan to discontinue meeting with its Customer Advisory Panel made up of low-income</p>	<p>“PGE stated that they do not intend to continue meeting with the Customer Advisory Panel made up of low-income and community-of-color advocates, although PGE found the meetings to be productive and they incurred only <i>de minimis</i> costs. PGE’s plans to reduce</p>	

<p>and community of color advocates. This was particularly unreasonable given the other reduction PGE proposed in outreach efforts to underserved communities.</p> <p>--</p> <p>In the Settlement, PGE agrees to robust commitments to engage with representatives from underserved communities, including meeting with the Customer Advisory Panel twice annually to discuss a broad range of programs that impact low-income ratepayers, as well as annual meetings with PGE's executive leadership.</p>	<p>MEO expenditures to minority and underserved communities are even less reasonable when considered in conjunction with their reduced engagement and opportunity to dialogue with these communities. Therefore, NDC recommends that the Commission signal to PGE that active engage[ment] with members of and leaders in the minority and underserved communities is an important factor in their consideration of the reasonableness of PGE's proposals." – NDC-01 at 34.</p> <p>--</p> <p>"Meetings of the Customer Advisory Panel will occur in person at least twice a year. To increase the awareness and responsiveness of PG&E executive leadership to issues of concern in communities of color, PG&E and NDC agree that at least one officer from PG&E's Regulatory Affairs Organization, Customer Care Organization or External Affairs Organization will be present at each in-person meeting of the Customer Advisory Panel." – NDC Settlement at 5</p> <p>"The scope of the advisory panel will include ongoing guidance relating to PG&E's overall outreach efforts, including but not limited to: (1) setting goals for projects, programs, and the advisory panel and tracking progress towards those goals; (2) providing progress updates on projects affecting minority communities, including the Technical Assistance Program, and Marketing, Education and Outreach to minority communities related to Time of Use and safety; (3) working with NDC members to identify non-profit CBO partner organization and minority businesses to participate in PG&E</p>	
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	<p>programs; (4) discussing how to provide practical resources, that will help small minority businesses grow; and (5) ongoing dialogue about safety education and effective communications with communities of color.” – NDC Settlement at 5.</p> <p>“PG&E shall hold one annual meeting with NDC leadership. The Chief Executive Officer of PG&E (utility) will attend each annual meeting, along with those senior officers relevant to the agenda. In addition, the Chief Executive Officer of PG&E Corporation will attend one of the annual meetings.” – NDC Settlement at 5.</p> <p>“Participants at these meetings will discuss issues pertaining to the implementation of the provisions of this Agreement, as well as other related issues that PG&E or NDC may wish to discuss. Representatives of NDC and of PG&E’s Community Relations or Regulatory Affairs organizations will work together to prepare an agenda in advance of the meeting. These meetings are separate from the Customer Advisory Panel meetings described above.” – NDC Settlement at 5.</p>	

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?²	Yes	
b. Were there other parties to the proceeding with positions similar to yours?	Yes	
c. If so, provide name of other parties:		

² 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.

TURN, SBUA	
<p>d. Intervenor’s claim of non-duplication:</p> <p>CalAd, TURN, and SBUA are well-respected and strong advocates for the interests of ratepayers and minority-owned small businesses generally. As such, their positions often align with those of NDC on certain issues. Although NDC works with other parties, they do not represent the same minority, low-income communities as NDC does, and do not have the same direct grassroots involvement in those communities. The arguments of other parties, even for the same outcomes, are not based on the same understanding and expertise gained from direct service to and input from low-income and minority ratepayers that NDC brings. NDC contributes a distinct perspective on the needs of underserved communities, gained through grassroots engagement and experience, which helps inform and lend credibility to Commission decisions.</p> <p>NDC made efforts to coordinate with other parties who had similar positions and concerns, in order to reduce duplication, and coordinate joint efforts, allowing other parties to speak from their experience and expertise, while presenting our own unique perspective as community leaders. Therefore, while other parties may have had positions that were compatible or similar to NDC, our perspectives and goals were necessarily differentiated, and were supplemented, not duplicated, by efforts toward common goals.</p> <p>Additionally, NDC represents a coalition of dozens of different community-based organizations with many more affiliate organizations. In order to effectively communicate case developments and receive member feedback on positions, a significant number of discussions must take place. Only a small fraction of those numerous meetings are included in our records, and only the portion of time during those meeting that are directly relevant to the instant case are recorded in our timesheets. Time we record as “coordination” is more than avoiding duplication among parties, and should all be eligible for compensation.</p> <p>The Commission should find that to the extent that NDC is claiming compensation for any overlapping efforts that may have occurred, it served to supplement, complement, or contribute to the presentation of issues by another party, consistent with Cal Public Utilities Code Section 1802.5.</p>	

C. Additional Comments on Part II: *(use line reference # or letter as appropriate)*

#	Intervenor’s Comment	CPUC Discussion

PART III: REASONABLENESS OF REQUESTED COMPENSATION
(to be completed by Intervenor except where indicated)

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

	CPUC Discussion
<p>a. Intervenor’s claim of cost reasonableness:</p> <p>NDC is seeking \$131,486.58 as the reasonable cost of our participation in this proceeding. Our analysis of the reasonableness of the utility’s request and recommendations on issues that impact underserved ratepayers helped the Commission evaluate and approve a settlement that increases utility accountability to settlement agreements, directs greater resources toward underserved communities, and refunds over-collected funds while reducing unreasonable costs, benefiting all ratepayers.</p> <p>For the most part, NDC cannot calculate precisely the exact monetary benefits to ratepayers from these advocacy efforts, given the nature of the issues addressed and the fact that the authorized programs have yet to be fully implemented. However, our participation contributed to the overall settlement agreement which provides billions of dollars in savings from PGE’s original request, our specific analysis and recommendations directly impact the utilization of millions of dollars in programs and outreach designed to support underserved communities, and our settlement provisions include the refunding to ratepayers of over \$1 million. As such, our requested compensation is a small fraction of the value of the savings, efficiencies, and benefits attributable to our advocacy, and should be found reasonable.</p>	
<p>b. Reasonableness of hours claimed:</p> <p>This claim for compensation includes 367.90 total hours for NDC attorneys and experts. NDC submits that this is a reasonable amount of time, given the scope of this proceeding and the breadth of issues examined. The hours claimed were devoted to research and analysis, review of proposals and filings, developing testimony, drafting comments, and participation in all workshops, hearings, conferences and meetings, as well as other procedural matters.</p> <p>The vast bulk of the work was handled by Director of Legal Advocacy Tadashi Gondai. To reduce duplication of efforts and increase efficiency, Mr. Gondai took primary responsibility for the case.</p> <p>NDC worked with outside counsel to obtain limited legal support, primarily early on in the case. Their contributions did not ultimately add significantly to the final settlement, and so NDC has not requested</p>	

<p>compensation for their hours. However, we have included some of the hours spend engaging with them, as case discussion, strategy planning, and resource coordination are a necessary part of effective participation in any proceeding.</p> <p>NDC has made voluntary reductions for time spent investigating issues and developing recommendations that were ultimately not pursued or were not addressed in the adopted settlement. Some hours are claimed for the necessary steps of reviewing proposals and comments from other parties, conducting research, and presenting arguments for Commission consideration, as these efforts led to a more developed record, aided in give-and-take in negotiations, and resulted in a reasonable and well-supported final decision.</p> <p>NDC submits that the requested hours are reasonable, both for each attorney and expert, and in the aggregate. Therefore, NDC seeks compensation for all hours submitted in this claim.</p> <p><u>Compensation Request Preparation Time:</u> NDC is requesting compensation for 16 hours devoted to the preparation of the compensation request, and an additional 0.75 hours for the preparation of the initial Notice of Intent to Claim Compensation. This number of hours is reasonable in light of the fact that this was an active proceeding, with a substantial amount of material which needed to be reviewed in preparing this claim.</p> <p>Mr. Gondai reviewed timesheets, emails, filings, motions, briefs, comments, and decisions in order to properly allocate time by issue. He also reviewed I-Comp claim procedures and prior I-Comp, as well as newly revised hourly rate qualifications and guidelines.</p> <p>The Commission should find that the hours claimed are reasonable.</p>	
<p>c. Allocation of hours by issue:</p> <p>Effective Participation (EP) – 12.7%: time and effort not tied to single specific issues but which was nonetheless essential for effective participation, such as analyzing testimony for relevant issues, reviewing other party filings, and discussing positions and strategy.</p> <p>Procedural Matters (PROC) – 17.0%: time and effort spent preparing and engaging in conferences and hearings, researching and advocating for legal standards, and addressing other procedural requirements.</p> <p>Discovery (DISC) – 5.3%: time and effort spent on research, drafting, and reviewing data requests and responses.</p> <p>Coordination (COOR) – 13.2%: time and effort spent coordinating with other parties and organizations, planning joint strategy, engaging in</p>	

settlement negotiations, and reducing duplication while supplementing common positions.

Technical Assistance Program and Supplier Diversity (TAP) – 20.3%: research and advocacy on reasonable expenditures and reporting requirements for PGE's Technical Assistance Program, as well as appropriate supplier diversity spending goals.

Default Time-of-Use Outreach and Education (TOU) – 20.6%: research and advocacy on reasonable expenditures and appropriate reporting requirements for outreach and education to underserved communities regarding the default TOU transition.

Safety Outreach and Education (SAFE) – 8.4%: research and advocacy on reasonable expenditures and appropriate reporting requirements for safety related outreach and education to underserved communities.

Community Engagement (ComeE) – 2.4%: research and advocacy on reasonable efforts to engage with underserved communities to understand and address their concerns.

EP	– 12.7%
PROC	– 17.0%
DISC	– 5.3%
COOR	– 13.2%
TAP	– 20.3%
TOU	– 20.6%
SAFE	– 8.4%
<u>ComeE</u>	<u>– 2.4%</u>
Total: 100%	

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Tadashi Gondai	2018	2.15	\$325	D. 20-11-009	\$698.75			
Tadashi Gondai	2019	334.25	\$350	D. 20-11-009	\$116,987.50			
Tadashi Gondai	2020	19.00	\$360	See Comment #4	\$6,840.00			
Faith Bautista	2018	0.20	\$175	D.20-11-009	\$35.00			
Faith Bautista	2019	12.30	\$180	See Comment #5	\$2,214.00			
Subtotal: \$126,775.25						Subtotal: \$		
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 \$						
Subtotal: \$0						Subtotal: \$								
INTERVENOR COMPENSATION CLAIM PREPARATION **														
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$						
Tadashi Gondai	2019	0.75	\$175	\$350 /2	\$131.25									
Tadashi Gondai	2021	16.00	\$286.26	\$572.51 /2, See Comment #6	\$4,580.08									
Subtotal: \$4,711.33						Subtotal: \$								
COSTS														
#	Item	Detail			Amount	Amount								
					\$0									
TOTAL REQUEST: \$131,486.58						TOTAL AWARD: \$								
<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. Intervenors' 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 ³		Member Number		Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation								
Tadashi Gondai		Dec 3, 2010		273186		No								

C. Attachments Documenting Specific Claim and Comments on Part III:
(Intervenor completes; attachments not attached to final Decision)

Attachment or Comment #	Description/Comment
Attachment 1	Certificate of Service
Attachment 2	Timesheets of NAAC Attorneys and Experts
Attachment 3	Resume of Tadashi Gondai

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

<p>Comment 4</p>	<p>For Mr. Gondai's 2020 hourly rate, NDC requests the application of the 2020 COLA (2.55%) pursuant to ALJ-387 (10/26/2020). D.20-11-009 set Mr. Gondai's 2019 rate at \$350/hr, reflecting his then 6.5 years of relevant regulatory experience</p> $\$350 * 1.0255 = \358.93 <p>Rounded to the nearest five-dollar increment, Mr. Gondai's 2020 rate should be set at \$360/hr which is the high end of the range for attorneys with 5-7 years of experience, appropriately reflecting 7.5 years of relevant experience by 2020 (starting with 2.5 years in 2015, as ruled in D.16-06-050). In the 5-7 year experience tier, Mr. Gondai has previously only requested one of his two allotted 5% step-increases, further justifying this 2020 rate request.</p> <p>Mr. Gondai has a currently pending request for a 2020 rate of \$360/hr in an Intervenor Compensation claim for the National Asian American Coalition (NAAC) in proceeding A.18-06-015.</p>
<p>Comment 5</p>	<p>For Ms. Bautista's 2019 hourly rate, NDC requests the application of the 2019 COLA (2.35%) pursuant to ALJ-357 (4/8/2019). D.20-11-009 set Ms. Bautista's 2019 rate at \$175/hr.</p> $\$175 * 1.0235 = \179.11 <p>Rounded to the nearest five-dollar increment, Ms. Bautista's 2019 rate should be set at \$180/hr.</p>
<p>Comment 6</p>	<p>Resolution ALJ-393 requires intervenors to submit, in their first claim seeking compensation for work completed in 2021 and beyond, updated labor roles and resumes pursuant to Section 1804(c).</p> <p>For Mr. Gondai's 2021 hourly rate, NDC requests the application of rates for a Legal Director, Level II.</p> <p>In his role as Director of Legal Advocacy, Mr. Gondai oversees the legal work of NDC, including providing strategic direction, and is responsible for coordinating and supervising a legal team that has included other attorneys, experts, legal assistants and interns. Mr. Gondai has served in this role since 2016, which gives him 5 years of experience in 2021, placing him at the highest end of the Level II rate tier. Accordingly, NDC requests a 2021 rate of \$572.51/hr for Mr. Gondai.</p> <p>Mr. Gondai has worked as an attorney since 2010, and has at minimum the equivalent of 8.5 years of relevant experience before the CPUC in 2021 (starting with 2.5 years in 2015, as ruled in D.16-06-050). Mr. Gondai's Juris Doctor degree and Bar license qualify him beyond the educational requirements</p>

	<p>described for a Legal Director in the latest hourly rate chart developed by Level 4 Ventures, dated 03/02/2019. However, ALJ-393 indicates that the Commission intended to modify the definition of labor roles for Legal Directors and Attorneys to include “licensing by any jurisdiction within the United States.” (ALJ-393 at 6).</p> <p><i>See also</i> Mr. Gondai’s resume, attachment 3.</p> <p>If the Commission approves a 2021 rate for Mr. Gondai that is below the maximum range within a Level, NDC requests applying the first 5 percent step increase within that level for Mr. Gondai, as authorized in ALJ-393, Finding 6 and D.07-01-009.</p>
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D. CPUC Comments, Disallowances, and Adjustments *(CPUC completes)*

Item	Reason

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?	
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If so:

Party	Reason for Opposition	CPUC Discussion

B. Comment Period: Was the 30-day comment period waived (<i>see</i> Rule 14.6(c)(6))?	
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If not:

Party	Comment	CPUC Discussion

(Green items to be completed by Intervenor)

FINDINGS OF FACT

1. [NATIONAL DIVERSITY COALITION] [has/has not] made a substantial contribution to D. 20-12-005.
2. The requested hourly rates for [NATIONAL DIVERSITY COALITION]’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 \$ _____.

CONCLUSION OF LAW

1. The Claim, with any adjustment set forth above, [satisfies/fails to satisfy] all requirements of Pub. Util. Code §§ 1801-1812.

ORDER

1. [NATIONAL DIVERSITY COALITION] shall be awarded \$ _____.
 2. Within 30 days of the effective date of this decision, _____ shall pay [NATIONAL DIVERSITY COALITION] the total award. [for multiple utilities: “Within 30 days of the effective date of this decision, ^, ^, and ^ shall pay [NATIONAL DIVERSITY COALITION] their respective shares of the award, based on their California-jurisdictional [industry type, for example, electric] revenues for the ^ calendar year, to reflect the year in which the proceeding was primarily litigated. If such data is unavailable, the most recent [industry type, for example, electric] revenue data shall be used.”] 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 [date], the 75th day after the filing of [NATIONAL DIVERSITY COALITION]’s request, and continuing until full payment is made.
 3. The comment period for today’s decision [is/is not] waived.
 4. This decision is effective today.
- Dated _____, at San Francisco, California.

APPENDIX

Compensation Decision Summary Information

Compensation Decision:		Modifies Decision?	
Contribution Decision(s):	D.20-12-005		
Proceeding(s):	A.18-12-009		
Author:			
Payer(s):			

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
[NATIONAL DIVERSITY COALITION]	02/09/2021	\$131,486.58		N/A	

Hourly Fee Information

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Tadashi	Gondai	Attorney	\$325	2018	
Tadashi	Gondai	Attorney	\$350	2019	
Tadashi	Gondai	Attorney	\$360	2020	
Tadashi	Gondai	Attorney	\$572.51	2021	
Faith	Bautista	Expert	\$175	2018	
Faith	Bautista	Expert	\$180	2019	

(END OF APPENDIX)