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09-15-10
04:10 PM

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to the Commission's Own Motion to Address the Issue of Customers' Electric and Natural Gas Service Disconnection	Rulemaking 10-02-005 (Filed February 5, 2010)

OPENING COMMENTS OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902E) AND THE SOUTHERN CALIFORNIA GAS COMPANY (U 904G) TO THE ADMINISTRATIVE LAW JUDGE'S RULING PROVIDING OPPORTUNITY FOR COMMENTS AND ADDRESSING OTHER PHASE II ISSUES

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September 15, 2010

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I. INTRODUCTION

Pursuant to the Rules of Practice and Procedure of the California Public Utilities Commission (the "Commission"), San Diego Gas & Electric Company ("SDG&E") and the Southern California Gas Company ("SoCalGas"), (collectively, the "Joint Utilities'), provide their Opening Comments to *The Administrative Law Judge's Ruling Providing Opportunity for Comments and Addressing Other Phase II Issues* ("Ruling") issued on August 26, 2010.

II. DISCUSSION

A. The Joint Utilities Entered into a Settlement Agreement to Resolve the Material Matters and Issues Raised in This Proceeding as They Relate to SDG&E and SoCalGas

1. Settlement Agreement Background

On September 9, 2010, the Joint Utilities, in conjunction with Disability Rights Advocates, The Division of Ratepayer Advocates, The Greenlining Institute, The National Consumer Law Center, and The Utility Reform Network (together with the Joint

Utilities the "Settling Parties") filed a Settlement Agreement[1] in this proceeding to resolve all matters at issue, as they relate to SDG&E and SoCalGas.[2] The Settling Parties were able to reach agreement, in large part, because SDG&E and SoCalGas already maintain low rates of residential disconnections. Since 2007, SDG&E has averaged an annual total residential disconnection rate of 2.00%, and averaged an annual disconnection rate for CARE-only customers of 3.79%. Since 2007, SoCalGas has averaged an annual total residential disconnection rate of 3.33%, and averaged an annual disconnection rate for CARE-only customers of 4.32%.

The Joint Utilities have achieved their low disconnection rates by developing comprehensive and balanced approaches to helping customers avoid disconnections—approaches involving increased immediate financial assistance, increased direct utility interaction, enhanced media outlets and more outreach efforts to publicize customer assistance programs, and proactive efforts to improve customer communications. These efforts or "best practices" have been successful in assisting customers who are at risk of having their utility services disconnected, and in furthering the Commission's goals as articulated in this rulemaking. The Settlement Agreement memorializes additional Joint Utility best practices to help customers avoid disconnections and incorporates customer service and communications practices and policies.

2. Summary of Settlement Agreement

The Settlement Agreement is a comprehensive approach to advance this proceeding's goal of reducing residential customer disconnections, as it addresses the

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[1] *See* Appendix A.

[2] In addition to the Settlement Agreement, the Settling Parties filed a Petition for Modification of D.10-07-048 to exempt the Joint Utilities from the requirements imposed in the decision.

need to improve customer communication and education, as well as the need to establish disconnection rate metrics to evaluate utility efforts to assist customers avoid disconnection. The Settlement improves upon the Joint Utilities' current customer disconnection notification practices by providing a separate document along with the 48-hour disconnection notice. This document will have basic contact, assistance and payment arrangement information in Spanish, Mandarin, Cantonese, Vietnamese, Korean, Tagalog, and in Braille. In the Settlement Agreement, SDG&E and SoCalGas also agree to continue their current practices of delivering 48-hour disconnection notices.

To improve customer education, the Settlement Agreement provides for expansion of the Commission's Telecommunication's Education and Assistance in Multiple-Languages program to include in-language energy bill education and customer outreach to energy customers. Before using remote disconnection of residential customers for nonpayment, SDG&E also agrees to implement a 12-month transition period to educate their customers about Smart Meter technologies.

The Settlement Agreement identifies residential customers vulnerable to health and safety risks associated with service disconnection and provides that SDG&E's remote disconnection will not be used for this class of customers.[3] To further address the needs of disabled customers, the Settlement Agreement includes a provision for large font bills for customers using "My Account" and a provision to ensure that the Joint Utilities' CSRs are adequately trained to use relay services for deaf customer communications. The Settlement Agreement includes a stipulation that the Joint Utilities

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[3] *See* Appendix A, at p. 13. "SDG&E and SoCalGas agree that gas service will not be remotely disconnected."

must ensure that workers conducting field visits are trained to communicate effectively with customers who use sign language, including through use of relay services.

The Settlement Agreement also includes performance-based residential disconnection benchmarks, whereby SDG&E and SoCalGas agree that if they do not maintain their current levels of disconnection rates for all residential customers and for CARE customers, they will implement minimum payment arrangement practices and limit re-establishment of credit deposit requests. The benchmarks were designed to establish metrics, whereby the Commission, the utilities, and other stakeholders can better evaluate the Joint Utilities' success in assisting customers reduce disconnections. The performance-based benchmarks also create a reference point to evaluate the extent to which customer hardship has been mitigated, as well as create incentives for the Joint Utilities to maintain their relatively low levels of residential disconnections.

The Settlement Agreement enhances disconnection data reporting requirements, by consolidating utility collection activity data with utility disconnection data. It also provides an extreme weather policy, whereby SDG&E and SoCalGas agree not to disconnect residential customer for nonpayment in the event the temperature reaches above 100 degrees Fahrenheit or below 32 degrees Fahrenheit for SDG&E or below 32 degrees Fahrenheit for SoCalGas. The Settling Parties agree to meet quarterly to review the Joint Utilities' performance and discuss related issues. Finally, the Settlement Agreement provides utility cost recovery for limited uncollectible costs, whilst prohibiting recovery for operating and maintenance costs associated with practices implemented as a result of the Settlement Agreement.

3. The Settlement Agreement Resolves the Material Matters and Issues Raised in Phase II of this Proceeding as They Relate to SDG&E and SoCalGas

The Settling Parties crafted a Settlement Agreement that resolves the material issues raised in all two phases of this proceeding, as they relate to the Joint Utilities. With respect to Phase II, the Settlement Agreement resolves the issues related to in-language customer communications and notifications, as it provides for disconnection notices in six different languages. The Settlement Agreement resolves the Phase II issues regarding remote disconnection protocols, as it provides for exceptions for vulnerable customers and establishes a transition period for customers to adapt to new disconnection technologies. The Settlement Agreement develops a means to limit CARE-customer disconnections, as it creates a disconnection benchmark specifically for CARE customers. The Settlement Agreement defines and identifies which customers should be considered sensitive or vulnerable for purposes of disconnection policies. The Settlement Agreement also provides exceptions to the re-establishment of credit deposit rules in cases of fraud and bankruptcy. The Settlement Agreement enhances the Joint Utilities' monthly disconnection data reporting. It also commits the Settling Parties to meet quarterly to engage in dialogue regarding utility progress and other issues related to residential disconnections. Although not required by Phase II, the Settlement Agreement also establishes an extreme weather policy and residential disconnection benchmarks. Finally, the Agreement settles the issues regarding utility cost recovery of costs related to and stemming from this proceeding.

B. The Proposal to Allow Customers to Select Their Own Bill Due Date Is Problematic, Costly, and Unnecessary

The Joint Utilities strongly urge the Commission not to adopt this option for a multitude of reasons. First, if a significant number of CARE customers were to enroll in this program, and assume that these customers would likely select due dates at either the beginning or middle of the month, significant spikes in the timing of payments will result, and corresponding increases must occur in utility back office processes, Call Center call volumes and field collection orders.[4] Even with the eventual Smart Meter® and automated meter reading technology, there are limitations as to how many customers can be billed on a particular day. The Joint Utilities' customer systems are designed based on the meter read dates being reasonably spread over 21 billing cycles each month. Associated revenue cycle work, for the call center, billing, remittance processing, credit, and collections departments is staffed based on the workload being distributed across the entire month.[5] In addition, customer systems are scaled to process about 5% of accounts each business day. Significant increases in the accounts billed on a particular cycle would require significant modifications to the customer system and data processing infrastructure.

A significant increase in the number of customers billed on a particular cycle would result in the need for incremental staff in meter reading in order to complete the corresponding higher level of meter reads for that bill cycle each month. Even with automated meter reading, the impacts in all of the other areas would be the same.

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[4] *See* "The Response of San Diego Gas & Electric Company (U 902 E) and the Southern California Gas Company" (April 28, 2010).

[5] Spreading workload across the business month is a standard practice for most companies that do any significant level of billing – utilities, telephone companies, cable companies, credit card companies, etc.

Increased staffing would be required to complete the higher level of billing work for that bill cycle each month. Increased staffing would be required to complete the processing and mailing of the higher level of bills for that bill cycle each month. Increased staffing would be required to handle the increased call volumes resulting from the higher number of bills issued for that bill cycle each month. Increased staffing would be required to process the higher number of payments for that bill cycle each month. Increased staffing would be required to complete the higher level of credit notices and collection orders for that bill cycle each month.

Implementation of this proposal would result in spikes in the workload on certain days of the month and staffing would have to be increased to handle the incremental workload. There would be corresponding slow days associated with bill cycles that had significantly lower volumes of work. The overall effect would be a significant decrease in revenue cycle efficiency and productivity and, therefore, a significant increase in costs.

Seemingly, there is no need for the Commission to require the utilities to permit customers to select their own monthly bill dates or due dates because residential customers have 19 calendar days from the mail date of the bill before their payment is past due. As long as customers pay on any of those 19 days or on any of the approximately 11 remaining calendar days before their next bill, there is no disconnection or credit issue, with the possible exception that the utility will send a late notice.

So long as a customer pays before a disconnect notice is issued, there is no negative impact to the customer's credit standing with the utility or with any credit reporting agency, and no need for an alternate bill date.

III. CONCLUSION

The Joint Utilities appreciate this opportunity to share their comments regarding ways to improve customer notification and education to decrease the number of customer disconnections, and look forward to the Commission's consideration of the Settlement Agreement filed in this proceeding, which would provide for a comprehensive approach to accomplish this proceeding's goal to reduce residential customer disconnections.

September 15, 2010

Respectfully submitted,

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Appendix A

RESIDENTIAL DISCONNECTION SETTLEMENT AGREEMENT

Disconnection Rulemaking, R.10-02-005
San Diego Gas & Electric and Southern California Gas Company
Summary of Potential Settlement Agreement Terms

SETTLEMENT AGREEMENT BETWEEN SAN DIEGO GAS & ELECTRIC COMPANY, SOUTHERN CALIFORNIA GAS COMPANY, DISABILITY RIGHTS ADVOCATES, THE DIVISION OF RATEPAYER ADVOCATES, THE GREENLINING INSTITUTE, THE NATIONAL CONSUMER LAW CENTER, AND THE UTILITY REFORM NETWORK RESOLVING ISSUES IN THE RESIDENTIAL DISCONNECTION PROCEEDING (RULEMAKING NO. 10-02-005)

In accordance with Article 12 of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure, San Diego Gas & Electric Company ("SDG&E" or "the Utility"), Southern California Gas Company ("SoCalGas" or "the Utility") (collectively, SoCalGas and SDG&E are referred to as the "Utilities"), Disability Rights Advocates, The Division of Ratepayer Advocates, The Greenlining Institute, The National Consumer Law Center, and The Utility Reform Network (collectively, "Intervenors," and together with the Utilities, the "Settling Parties"), by and through their undersigned representatives, enter into this Settlement Agreement ("Agreement") resolving all matters at issue, as they relate to SDG&E and SoCalGas, arising, now and hereafter, in the Residential Customers' Electric and Natural Gas Service Disconnection proceeding, Commission Rulemaking No. 10-02-005. As a compromise to resolve all issues in this proceeding, the Settling Parties agree to support, in aggregate, the terms of this Agreement, which are limited to the context of residential disconnections due to nonpayment.

I. THE RESIDENTIAL CUSTOMER DISCONNECTION PROCEEDING

On February 5, 2010, the Commission opened this rulemaking to further its goal of reducing the number of residential utility service disconnections due to nonpayment. In the Rulemaking, the Commission reexamined utility disconnection rules and practices so as to help improve customer notification and education. The rulemaking required all of the California investor-owned utilities ("IOUs")—SDG&E, SoCalGas, Pacific Gas and Electric

Company ("PG&E"), and Southern California Edison Company ("SCE")—to implement the following interim practices:

- Customer service representatives ("CSRs") must inform any customer that owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months the period in which to pay the arrearage. CSRs may exercise discretion as to extending the period in which to pay the arrearage from three months up to twelve months depending on the particulars of a customer's situation and ability to repay the arrearage. CSRs may work with customers to develop a shorter repayment plan, as long as the customer is informed of the three month option. Customers must keep current on their utility bills while repaying the arrearage balance.

- Once a customer has established credit as a customer of that utility, the utility must not require that customer to pay additional reestablishment of credit deposits with the utility for either slow-payment/no-payment of bills or following a disconnection.

- Utilities were authorized to establish memorandum accounts using Tier 1 Advice Letters to track any significant additional costs, including operations and maintenance charges associated with implementing the customer practices, and any uncollectable expenses that exceed those projected in the utility's last General Rate Case ("GRC").

The rulemaking established a Preliminary Scoping Memo, which outlined issues to be considered, required the IOUs to file monthly reports of specific disconnection data, and provided utilities and parties an opportunity to comment on the interim practices and address other issues in the Preliminary Scoping Memo. Furthermore, R.10-02-005 directed the IOUs to file Tier 3 Advice Letters to establish a new fund using California Alternate Rates for Energy ("CARE") funds as matching funds to apply for federal funds available through the Temporary Assistance to Needy Families ("TANF") Emergency Contingency Fund.[1]

Opening and reply comments to the rulemaking were filed by parties on March 12, and April 2, 2010, respectively. A Proposed Decision was then issued by Commissioner

[1] R.10-02-005 also directed the IOUs to propose a uniform billing/accounting methodology that ensures that the customer receives proper credit for monies paid.

Grueneich on June 17, 2010. A final decision was issued by the Commission at its July 29, 2010 meeting. D.10-07-048 sets forth the following direction:

1. Continues the requirement that all PG&E, SDG&E, SCE, and SoCalGas CSRs must inform any customer that owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months the period in which to repay the arrearage.

2. Continues to allow these CSRs the discretion to extend the period in which to pay the arrearage from three months up to twelve months.

3. Provides that CARE and Family Electric Rate Assistance ("FERA") customers in the PG&E, SDG&E, SCE, and SoCalGas service territories are not required to pay additional reestablishment of credit deposits with a utility for either slow-payment/no-payment of bills or following a disconnection.

4. Provides that medical baseline or life support customers shall not be disconnected without an in-person visit from a utility representative.

5. Directs SDG&E and SoCalGas to develop an automatic payment plan that allows new customers or reconnecting customers a payment option that is in lieu of a cash deposit for credit. Requires PG&E and SCE to continue to offer their non cash credit deposit options to all new customers and those required to post a reestablishment of credit deposit following a disconnection.

6. Directs PG&E, SDG&E and SCE to collect from customers a re-establishment of credit deposit following a disconnection based on twice the average monthly bill, rather than twice the maximum monthly bill. Requires SoCalGas to continue its current reestablishment of credit deposit amount of a two-month average bill.

7. Directs SoCalGas and SDG&E to waive reestablishment of credit deposits for late payment of bills. Requires PG&E and SCE to continue their practice of not collecting credit deposits for late payment of bills.

8. Directs PG&E and SCE to provide a field representative who can collect on a bill during an in-person visit prior to disconnection for medical baseline or life support customers. Requires SDG&E and SoCalGas to continue this practice.

9. Directs PG&E, SCE, SDG&E and SoCalGas to implement these customer service disconnection practices by October 1, 2010.

10. Directs SoCalGas, SDG&E, SCE and PG&E to recommend to the Commission, by October 1, 2010, uniform notice of disconnection procedures.

11. Authorizes PG&E, SCE, SDG&E and SoCalGas to charge significant costs associated with complying with the new practices in this decision to their

> memorandum accounts; however, the recovery of costs tracked in the memorandum accounts will be reviewed in the utilities' next GRCs.

D.10-07-048 further adds that the interim measures as revised in this decision along with the new requirements in this decision shall be effective until the effective date for each utility's next GRC.[2] Lastly, D.10-07-048 states that many other measures proposed in comments could provide a reduction in utility disconnections but could also result in significant costs. The Commission plans to continue to analyze the costs and benefits of the alternate measures in the second phase of this proceeding.

The Settlement Parties sponsor this Agreement in order to further the Commission's goal in R.10-02-005 to reduce utility disconnections and improve customer notification and education and ask that the Commission to approve the attached Agreement to supersede D.10-07-48 as it applies to SDG&E and SoCalGas.

II. AGREEMENT

In consideration of the mutual obligations, covenants and conditions contained herein, the Settling Parties agree to the terms of this Agreement. The Settling Parties, by signing this Agreement, acknowledge that they pledge support for Commission approval and subsequent implementation of all the provisions of this Agreement. The Settling Parties agree to perform diligently and in good faith all actions required or implied hereunder, including the execution of any other documents required to effectuate the terms of this Agreement, and the preparation of exhibits for, and presentation of witnesses at any required hearings to obtain the approval and adoption of this Agreement by the Commission. No Settling Party will contest in this proceeding or in any other forum, or in any manner before this Commission, the recommendations contained in this Agreement. It is understood by the Settling Parties

[2] D.10-07-048, at p. 25. Because the effective date of PG&E's next GRC is not expected until January 2014, the Commission will address a sunset date for PG&E's disconnection practices in Phase 2 of this proceeding.

that time is of the essence in obtaining the Commission's approval of this Agreement and that each will extend its best efforts to ensure its adoption.

A. Term of Agreement

1. The Agreement is effective upon Commission approval, through December 31, 2013 (the "Settlement Term"). Unless the Settling Parties agree to extend the Agreement, as provided in Paragraph H below, this Agreement will sunset on January 1, 2014, and the terms of this Agreement will no longer apply.

B. Disconnection Benchmark

1. Two performance benchmarks for service disconnection will be established. The benchmarks will be established for all residential customers and CARE-only customers. SDG&E's benchmark for all residential customers is 2.08%; SDG&E's benchmark for CARE-only customers is 3.44%. SoCalGas' benchmark for all residential customers is 3.36%; SoCalGas' benchmark for CARE-only customers is 4.32%.

2. The benchmark rates will not change and will apply for the term of the Agreement. Benchmark performance will be reported by the Utility, each month, based on the prior 12-month period.

- The 12-month disconnection rate will be calculated by dividing the total disconnections for residential and CARE-only customers for the most recent 12 months by the average number of active residential and CARE-only customer accounts, respectively, over the same 12 month period. *See* Exhibit 1.

- The monthly disconnection rate will be calculated by dividing the total monthly disconnections for residential and CARE-only customers by the number of active residential and CARE-only accounts, respectively, for that month. *See* Exhibit 1.

3. The disconnection rate calculations above shall be based on the reports available no later than the 25th of the subsequent month in accordance with Paragraph J below. If the disconnection rate is above the benchmark, the "mandatory" measures will

become effective the first day of the following month. Similarly, if the disconnection rate is less than or equal to the benchmark, the requirement for "mandatory" measures will be lifted the first day of the following month, in accordance with Section II.B.5 below.

4. Below Benchmark Regime - The Utility shall be deemed to be below the benchmark if all of the following conditions are met:

- the annual disconnection rate as calculated through the end of May and through the end of November each year is less than or equal to the established benchmark; and
- the monthly disconnection rate does not exceed 1/12th of 120% of the established benchmark for any two consecutive months.

As long as these conditions are met, the Utility shall be allowed to implement its various discretionary credit and collections-related practices as it deems necessary.

5. Above Benchmark Regime - The Utility shall be deemed to be above the applicable benchmark if any of the following conditions are met:

- the annual disconnection rate as calculated through the end of May or through the end of November each year is greater than the established benchmark; or
- the disconnection rate in any two consecutive months is greater than 1/12th of 120% of the established benchmark.

In such event, the Utility shall be required to implement certain "mandatory" measures, as noted below, until the next May or November checkpoint, described above, for which the annual disconnection rate is less than or equal to the benchmark. These measures will apply to all residential customers in the event the All Residential benchmark is exceeded. In the event only the CARE-only benchmark is exceeded, these measures will apply to all disconnection at-risk customers, i.e. CARE, FERA, and Medical Baseline customers, and customers self-identified as disabled.[3] The mandatory measures consist of:

[3] Customers may self-identify as disabled by responding to optional and voluntary language on written LIEE or CARE applications and other customer materials that will allow them to identify themselves or a full-time resident of the customers' household as disabled. In addition, customers may self-identify as disabled by

a. Payment Arrangements

i) The Utility must offer a minimum three-month period, and not unreasonably withhold payment arrangements of up to 12 months. The Utility will educate its Customer Service Representatives that they may enter into longer payment plans, if appropriate. The Utility will offer payment plans at every stage of the collections process, including restoration and transfer of service.

ii) If a customer defaults on an initial payment arrangement, the Utility will provide adequate notice and information about the availability of a renegotiated payment plan. This notice and information will be provided by SDG&E and SoCalGas on the insert accompanying 48-hour notice to the customer per Paragraph F below in this settlement document. The Utility must offer a second payment arrangement for a minimum of the remaining term of the original payment arrangement. The Utility may offer subsequent reasonable renegotiated payment arrangements. For disconnection of at-risk customers, i.e., CARE, FERA, Medical Baseline, and customers self-identified as disabled, if the customer defaults on a payment arrangement, the Utility must offer a second payment arrangement of equal or greater repayment term.

b. Re-Establishment of Credit Deposit

i) For customers whose service has been disconnected involuntarily due to non-payment, and who pay their outstanding bills within five months, the Utility may not require a re-establishment of credit deposit except where the Utility determines that fraud has occurred pursuant to SoCalGas Tariff Rule 16.B or SDG&E Tariff Rule 18.D.

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voluntarily describing themselves, or a full-time resident of the customers' household, as disabled to a CSR, or other utility representative. In addition, any customer who is identified in a Utility database as disabled, as of the effective date of this Agreement, will be included in all relevant measures.

ii) In cases in which the prior service was terminated voluntarily, or in cases where there has been a break service in excess of two years, the Utility may still require the applicable re-establishment of credit deposit.

iii) Residential deposits may not exceed twice the average monthly bill, as estimated by the Utility. Customers required to pay such a deposit shall be permitted to amortize the deposit over a period of three months. The Utility shall not require any residential customer to pay a re-establishment of credit deposit solely on the basis of late/slow payment.

iv) A deposit that is required of customers in bankruptcy must be consistent with Section 366 of the Federal Bankruptcy Code, 11 USC § 366 , and must be assessed in a manner that is reasonable and nondiscriminatory.

C. Cost Recovery

1. <u>O&M Costs</u>

Effective through the Settlement Term, SoCalGas and SDG&E will not seek incremental O&M cost recovery resulting from implementing the Commission's Order in R.10-02-005, this Agreement, or in the event the Utility exceeds the benchmark established pursuant to Paragraph B above. This provision shall be without prejudice to any position any party may take upon the expiration of this Agreement regarding future O&M cost recovery.

2. <u>Uncollectible Costs</u>

a. For the 12-month period beginning the first of the month on or after the Agreement's effective date, cost recovery will be granted for up to $600,000 for SoCalGas and $300,000 for SDG&E of the residential uncollectible expense that exceeds the residential uncollectible expense for the period 08/01/09 through 07/31/10. In the event of cost recovery for uncollectible expenses, SoCalGas and SDG&E will record these costs at the end of the 12-month period in the Utilities' respective Disconnection Memorandum Accounts ("DMA"), which were authorized in R.10-02-005. The DMA balances will be recovered in rates in the Utilities' Annual Regulatory Update filings, which are submitted in October of each year for rates effective January 1 of the following year.

b. SDG&E and SoCalGas will only record costs incurred during the 12-month period beginning the first of the month on or after the settlement effective date, unless the Utility obtains the prior approval of the Settlement Parties.

D. Disconnection for Extreme Weather Policy

1. SDG&E agrees that no disconnection of service to any residential customer shall occur if the National Weather Service forecasts, for the customer's climate zone, a temperature at or below 32 degrees Fahrenheit or at or above 100 degrees Fahrenheit within a 24-hour period beginning at 8:00 A.M. *See* Exhibit 2.

2. SoCalGas agrees that no disconnection of service to any residential customer shall occur if the National Weather Service forecasts, for the customer's climate zone, a temperature at or below 32 degrees Fahrenheit within a 24-hour period beginning at 8:00 A.M. *See* Exhibit 2.

E. In-Person Field Contact

1. SDG&E agrees to continue in-person disconnection for non-payment (except as modified for remote disconnect implementation as described below) and field delivery of residential 48-hour disconnect notices.

2. SoCalGas agrees to continue in-person disconnection for non-payment and SoCalGas also agrees to field delivery of residential 48-hour disconnect notices for customers vulnerable to health and safety risks. This vulnerable customer group consists of:

- Customers who self-identify that they or a full-time resident of the customer's household are elderly (age 62 or older) and disconnection of service could be life threatening to that individual;

- Customers who receive Medical Baseline allowances;

- Customers who self-identify that they or a full-time resident of the customer's household are a person with a disability, including those customers who the Utility identifies in order to reach the D.08-11-031 Low Income Energy Efficiency goal, i.e., that 15% of households served be disabled; or
- Customers who self-certify that they or a full-time resident of the customer's household have a serious illness, defined as a condition which could become life threatening if service is disconnected.

F. Effective Communications

1. The Utilities agree to implement multiple language[4], large print 48-Hour Notice inserts and/or leave behind documents (if customer is not home for field visit) to provide customers with direction and contact information on how to seek help. The text of the document shall read: "You are at risk for disconnection. We can help. You may be eligible for a payment plan. Please call [insert appropriate CSR number for that language]."

2. The Utilities will continue to make pre-disconnection calls to customers encouraging them to contact the Utility for payment arrangements and assistance. At SoCalGas, this call is made 48 hours prior to disconnection in an automated fashion, but, when answered, handled by a live agent who will explain the urgency and offer payment arrangements and assistance. Unanswered calls will continue to receive a written notice. At SDG&E, an Out Bound Call will be placed to delinquent CARE/FERA or CARE/FERA - qualified customers who do not have an active payment arrangement. The call will occur three business days after the disconnection notice is delivered. The call describes the services available to the customer.

3. The Utilities will provide Braille Bills and 48-Hour Disconnection Notices upon request from customers. Customers may request such format through a call center

[4] The languages provided will be consistent with SB 120, which includes English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

agent. After the initial call is made, future bills will be sent automatically in Braille. Implementation will occur 30 days after approval of the Settlement Agreement. Braille Bills only translate specific, relevant payment-related information, not all other messaging or non-payment related information. Braille 48-Hour Disconnection Notices will also be mailed to customers requesting utility bills in Braille. The Braille-translated 48-Hour Disconnection Notice will be in conjunction with the system-generated, non-Braille notice they receive and may not be received the same day; however, the collections cycle will be adjusted in the customers' favor to accommodate the timing difference.

4. The Utilities will provide large print bills through their websites for customers enrolled in "My Account." Utility websites will be updated with instructions for accessing and modifying the electronically produced bill in large font. Customers unable to access the Internet or otherwise unable to manage modifying electronically presented bills may contact the call center for agent assistance. Implementation will occur 30 days after approval of the Agreement.

5. The Utilities will offer all customers the option of having automated messages repeated either through a selection to hear the message again or it will automatically repeat if the customer does not terminate the call. Implementation will occur 30 days after approval of the Agreement.

6. The Utilities will ensure that automated calls providing information regarding service disconnection maximize accessibility as follows: (1) For SoCalGas, all messages will have an option to be repeated; (2) To the extent that it is consistent with 47 USC § 227 (The Telephone Consumer Protection Act of 1991), and to the extent that the machines delivering the call have the capability to deliver text messages, messages containing the same information as the audio message will be loaded for delivery; (3) to the extent that the machines delivering the call do not have the capability to deliver text messages, any new

machines purchased shall include this capability, which will be put into use immediately upon the new machines going into service;

7. The Utilities will ensure that workers conducting field visits are trained to communicate effectively with customers who use sign language, including through use of relay services if appropriate

8. The Utilities will ensure that CSRs are trained to respond appropriately to incoming calls made using relay services, including assurances that they will not be penalized for the length of relay calls.

9. The Utilities understand that DisabRA and Greenlining intend to raise broader issues regarding effective communication with customers with disabilities and language access issues regarding utility services in the Utilities' upcoming GRCs. Without prejudice to any position any party may take on these issues, SoCalGas and SDG&E recognize that such issues may be within the scope of the GRCs and will be addressed by the Commission in that forum.

G. Remote Disconnect

1. SDG&E agrees to implement a transition process during at least the first 12 months following the installation of each smart meter, whereby remote disconnections will not be allowed except if the customer initiates a termination of service request to the Utility.

2. If and when remote disconnect commences, SDG&E will continue current notification procedures, including the in-person field delivery of the 48-Hour Notice, during which time the field staff will attempt to make contact with the customer.

3. Nothing in this Agreement shall be with prejudice to any party's position with regard to remote disconnections or smart meters in the future, except as explicitly provided herein.

4. SDG&E agrees that remote disconnect will not be used for customers who are particularly vulnerable to the health and safety risks associated with the loss of utility service, i.e, self-identified seniors (age 62 or older), self-identified disabled customers, Medical Baseline customers, Life Support customers or other customers who self-certify that they have a serious illness or condition that could become life threatening if service is disconnected

5. SDG&E and SoCalGas agree that gas service will not be remotely disconnected.

6. SDG&E agrees not to charge customers for remote disconnection for non-payment and subsequent reconnection prior to the implementation of its next GRC.

H. Stakeholder Dialogue

1. The Settling Parties agree to meet no less than quarterly to review Utility performance and discuss issues.

2. Prior to the expiration of the Agreement, the Settling Parties agree to meet to discuss the extension, termination, and/or modification of the Agreement, including rate case issues beyond SoCalGas' and SDG&E's upcoming GRCs.

I. Reporting of Disconnection Data

1. The Settling Parties agree to consolidate the Utility Collection Activity Report and R.10-02-005 Disconnection Data Report into single monthly report due on the 25th of each month through the settlement term. *See* Exhibit 3.

J. Other Items

1. The Settlement Parties may mutually agree to other specific measures in their efforts to support the CPUC's objectives, as stated in R.10-02-005. The Settlement Parties shall be under no obligation to support such additional measures, including the potential additional measure discussed in the next paragraph.

2. SoCalGas and SDG&E will work collaboratively with the Commission's Public Information Office to expand the Commission's Telecommunications Education and Assistance in Multiple-Languages ("TEAM") program to include energy bills in the SoCalGas and SDG&E service areas. The TEAM program currently provides in-language bill education and customer outreach to telecommunications consumers who are not proficient in English. The incremental costs of this measure are estimated at $125,000 for SDG&E and $75,000 for SoCalGas. These costs would be recorded to the Utilities' disconnection memorandum accounts authorized in R.10-02-005. The DAM balances will be recovered in rates in the Utilities' Annual Regulatory Update filings, which are submitted in October of each year for rates effective January 1 of the following year. Should PG&E and SCE also participate in the TEAM Program SoCalGas and SDG&E will collaborate to create a statewide, consistent program.

3. This Agreement is without prejudice to any active party in R.10-02-005 who is not a party to the Agreement.

III. RESERVATIONS

A. Compromise of Disputed Claims

The Settling Parties agree that this Agreement represents a compromise of their respective positions. It does not represent the Settling Parties' endorsement of, or agreement with, any or all of the positions of the other parties.

B. Implementation of Agreement

It is the intent of the Settling Parties that the Commission adopt this Agreement in its entirety and without modification. The Settling Parties agree that if the Commission fails to approve the Agreement as reasonable and adopt it unconditionally and without modification, any Settling Party may in its sole discretion elect to terminate the Agreement.

C. Regulatory Approval

The Settling Parties shall use their best efforts to obtain Commission approval of this Agreement. The Settling Parties shall jointly request that the Commission adopt this Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest.

D. Incorporation of Complete Agreement

This Settlement embodies the entire understanding and agreement of the Settling Parties with respect to the matters described herein, and, except as described herein, supersedes and cancels any and all prior oral or written agreements, principles, negotiations, statements, representations or understandings among the Settling Parties. This Agreement is to be treated as a complete package and not as a collection of separate agreements on discrete issues. To accommodate the interests related to various issues, the Settling Parties acknowledge that changes, concessions or compromises by one or more Settling Parties in one section of this Agreement could result in changes, concessions or compromises by one or more Settling Parties in other sections of this Agreement. Consequently, the Settling Parties agree to oppose any modification of this Agreement not agreed to by all Settling Parties. Any Settling Party may withdraw from this Agreement if the Commission modifies it. However, the Settling Parties agree to negotiate in good faith with regard to any Commission-ordered changes, in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

E. Modification of Agreement

The terms and conditions of this Agreement may only be modified in writing subscribed to by the Settling Parties.

F. Non-Precedential

This Agreement represents a compromise between the Settling Parties and, consistent with Rule 12.5 of the Commissions Rules, should not be considered precedent in any future proceeding before this Commission. The Settling Parties have assented to the terms of this Agreement only for the purpose of arriving at the compromise herein.

G. Non-Waiver

It is understood and agreed that no failure or delay by any Settling Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

H. Number of Originals

This document may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Governing Law

This Agreement shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

J. Effective Date

This Settlement shall become effective between the Settling Parties on the date the last Settling Party executes the Settlement as indicated below.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

This Settlement shall become effective between the Settling Parties on the date the last Settling Party executes the Settlement as indicated below.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company
By:_______________
Title: VP - Customer Services
Date: 9/8/10

Southern California Gas Company
By:_______________
Title:_______________
Date:_______________

Disability Rights Advocates
By:_______________
Title:_______________
Date:_______________

The Division of Ratepayer Advocates
By:_______________
Title:_______________
Date:_______________

The Greenlining Institute
By:_______________
Title:_______________
Date:_______________

The National Consumer Law Center

This Settlement shall become effective between the Settling Parties on the date the last Settling Party executes the Settlement as indicated below.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:________________________

Title:________________________

Date:________________________

Southern California Gas Company

By: [signature]

Title: VP Customer Operations

Date: Sept. 8, 2010

Disability Rights Advocates

By:________________________

Title:________________________

Date:________________________

The Division of Ratepayer Advocates

By:________________________

Title:________________________

Date:________________________

The Greenlining Institute

By:________________________

Title:________________________

Date:________________________

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:____________________________

Title:___________________________

Date:___________________________

Southern California Gas Company

By:____________________________

Title:___________________________

Date:___________________________

Disability Rights Advocates KH

By: Melissa Kasnitz

Title: Managing Attorney

Date: 9/8/10

The Division of Ratepayer Advocates

By:____________________________

Title:___________________________

Date:___________________________

The Greenlining Institute

By:____________________________

Title:___________________________

Date:___________________________

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company
By:____________________
Title:____________________
Date:____________________

Southern California Gas Company
By:____________________
Title:____________________
Date:____________________

Disability Rights Advocates
By:____________________
Title:____________________
Date:____________________

The Division of Ratepayer Advocates
By: Harvey Y. Morris
Title: Assistant General Counsel
Date: 9/9/10

The Greenlining Institute
By:____________________
Title:____________________
Date:____________________

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:________________________

Title:________________________

Date:________________________

Southern California Gas Company

By:________________________

Title:________________________

Date:________________________

Disability Rights Advocates

By:________________________

Title:________________________

Date:________________________

The Division of Ratepayer Advocates

By:________________________

Title:________________________

Date:________________________

The Greenlining Institute

By: Samuel Kang

Title: Managing Attorney

Date: 9/8/10

The National Consumer Law Center

By:____________________________

Title: Staff Attorney

Date: 9/9/2010

The Utility Reform Network

By:____________________________

Title:___________________________

Date:___________________________

The National Consumer Law Center

By:________________________

Title:________________________

Date:________________________

The Utility Reform Network

By: Hayley Goodson

Title: Staff Attorney

Date: 9-8-2010

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing **OPENING COMMENTS OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902E) AND THE SOUTHERN CALIFORNIA GAS COMPANY (U 904G) TO THE ADMINISTRATIVE LAW JUDGE'S RULING PROVIDING OPPORTUNITY FOR COMMENTS AND ADDRESSING OTHER PHASE II ISSUES** on all parties identified in Docket No. R.10-02-005 by U.S. mail and electronic mail, and by Federal Express to the assigned Commissioner(s) and Administrative Law Judge(s).

Dated at San Diego, California, this 15th day of September, 2010.

/s/ JOEL DELLOSA
Joel Dellosa

CPUC Home

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

PROCEEDING: R1002005 - CPUC - OIR TO ADDRES
FILER: CPUC
LIST NAME: LIST
LAST CHANGED: AUGUST 31, 2010

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