

BEFORE THE PUBLIC UTILITIES COMMISSION OF
THE STATE OF CALIFORNIA



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Application of Pacific Gas and Electric Company for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective on January 1, 2011.

(U 39 M)

Application 09-12-020
(Filed December 21, 2009)

**PRE-HEARING CONFERENCE STATEMENT OF
DISABILITY RIGHTS ADVOCATES**

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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	ISSUES TO BE ADDRESSED	1
A.	Follow-Up to MOU.....	1
1.	Local Offices.....	2
2.	Pay Stations.....	4
3.	Public Rights of Way	5
4.	Pole Survey	5
B.	General Responsibility to Use Accessible Communication	6
1.	PG&E’s Website.....	8
2.	Emergency Communications	8
3.	Proactive Use of Accessible Formats	9
4.	TTY/Relay service calls.....	10
5.	Planned Bill Revision	10
C.	Compensation for Implementation Work from the Prior GRC	11
III.	THE NEED FOR EVIDENTIARY HEARINGS.....	11
IV.	DISCOVERY.....	12
V.	CONCLUSION.....	12

I. INTRODUCTION

Pursuant to the Ruling issued on February 4, 2010, Disability Rights Advocates (DisabRA) hereby submits this Pre-Hearing Conference Statement and informs the Commission, the assigned Administrative Law Judge and the parties that it wishes to participate in this proceeding. Although we reserve the right to raise additional issues as this proceeding goes forward, the primary issues that DisabRA will address in this proceeding are: (1) Follow-up work to the Memorandum of Understanding between DisabRA and Pacific Gas and Electric Company (PG&E) adopted by the parties and approved by the Commission in D.07-03-044, issued in A.05-12-002, PG&E's previous general rate case; and (2) PG&E's general responsibility to ensure that its various efforts to communicate with its customers and the public are accessible to people who cannot utilize standard forms of communication because of a disability. Both of these overarching issues contain a variety of sub-issues, which are addressed in greater detail below. Many of them have been previously addressed in some form, either by PG&E in a limited fashion in other proceedings or by the other energy utilities in their general rate cases. All of them are appropriately within the scope of this proceeding, and PG&E's Application should not be approved until these access issues are addressed. Additionally, DisabRA notes here that we intend to seek compensation at the conclusion of this proceeding for time spent monitoring PG&E's implementation of the Memorandum of Understanding described above, based on an agreement with PG&E that this general rate case is the appropriate vehicle for such a compensation request.

II. ISSUES TO BE ADDRESSED

A. Follow-Up to MOU

In PG&E's last general rate case, A.05-12-002, DisabRA raised issues concerning the accessibility of the locations where PG&E customers could pay bills in person, including both local offices and pay stations operated by third parties, and the impact of PG&E's construction practices and facilities as they affect the accessibility of pedestrian rights of way.¹ These issues

¹ Prehearing Conference Statement of Disability Rights Advocates in A.05-12-002, filed January 18, 2006.

were held to be within the scope of the general rate case.² DisabRA and PG&E entered into settlement negotiations to address these accessibility issues, eventually resulting in a signed Memorandum of Understanding (MOU) finalized by the parties on June 26, 2006, and approved by the Commission in D.07-03-044. This MOU set forth steps to be taken by PG&E to improve accessibility in the identified areas through 2009. In December of 2009, the parties entered into an Addendum to the MOU to extend and modify PG&E's commitments in the earlier MOU through 2010 while this new general rate case is pending.

PG&E has generally acted in good faith to meet its obligations under the MOU, and has worked cooperatively with DisabRA to communicate the work it has done. To the extent that DisabRA believes additional follow-up is required on the issues addressed in the earlier MOU, our explanations are set forth below.

1. Local Offices

As part of the MOU executed between DisabRA and PG&E in 2006, PG&E agreed to ensure that all of its offices where customers can pay their bills in person would be accessible to people with mobility and vision disabilities. PG&E further agreed to hire an access consultant who would survey 10% of office locations in 2007 and 20% of office locations annually in 2008 and 2009 to assess their compliance with state and federal disability laws and agreed to update DisabRA on the outcome of these surveys, including any improvements that needed to be made based on the survey's findings. In the one-year Addendum to this MOU finalized in December of 2009, PG&E agreed to continue these surveys at a rate of 10% in 2010.

PG&E has generally met its obligations under this part of the MOU and DisabRA has been satisfied with the level of progress reported by PG&E. DisabRA is particularly gratified that in the testimony accompanying its Application in this general rate case, PG&E has reaffirmed its commitment that its front offices be made accessible as defined under both federal

² Assigned Commissioner's Ruling and Scoping Memo in A.05-12-022, filed February 3, 2006, at 2.

and state disability law, a commitment it has not been willing to echo in the context of pay stations (see section 2 below).³

By the end of 2010, over half of PG&E's offices will have been surveyed for accessibility. In this new general rate case, DisabRA will raise questions regarding PG&E's understanding of the accessibility of the remaining local offices and evaluate the need for additional surveys. In addition, DisabRA will seek to address the accessibility of new features PG&E has proposed to add to its local offices, which may present problems from an accessibility perspective depending on how they are implemented. Specifically, as part of its Local Office Automation Initiative, PG&E states in its Application that it plans to install screens that will display information about "lower payment channels, PG&E programs, and local office-specific news."⁴ It also plans to install self-service payment kiosks so that customers can pay their bills independently without having to wait on line to speak to an employee.⁵

State and federal access laws require such information technology to be accessible to people with disabilities. Information conveyed on display screens must also be available in auditory format, such as through periodic automated announcements. Self-service payment kiosks must be at an accessible height for wheelchair users, and must include tactile markings and an audio track that can be accessed through headphones, technology that is already in widespread use in ATMs and ticketing machines for transit systems like Bay Area Rapid Transit (BART). However, not all commercially available kiosks contain these accessibility features, and DisabRA will work with PG&E to ensure that as it moves forward with its Local Office Innovation Initiative, the utility installs equipment that can be used by all of its customers regardless of disability. DisabRA is optimistic that it can reach an agreement with PG&E on these topics as the parties have done on similar topics in the past, but until these ongoing and emerging issues with respect to accessibility of PG&E's offices are resolved, the Commission should not approve PG&E's Application.

³ A.09-12-020, Exhibit 4, Appendix 3A, at 3A-6.

⁴ A.09-12-020, Exhibit 4, Chapter 3, at 3-8.

⁵ *Id.*

2. Pay Stations

In the earlier MOU, PG&E committed to engage an accessibility expert to survey identified transaction-related elements⁶ at its pay stations, to remove pay stations from its network if they contain inaccessible transaction-related elements which the operator declines to fix in a reasonable time, to conduct ongoing sample surveys annually, to add only new locations that are accessible unless the parties agree to grant an exception, and to maintain a list of accessible pay stations on PG&E's website. PG&E has generally met these obligations, which were generally retained in the MOU Addendum.⁷

Because the network of pay stations is necessarily fluid, with new locations being added and existing locations being dropped, DisabRA believes that PG&E's commitment to ensuring accessibility of transaction-related elements should be retained, and a limited level of sampling should continue. In this proceeding, DisabRA will seek to formalize such an ongoing commitment.

The one area in which DisabRA has not seen compliance with the existing MOU regarding pay stations is PG&E's obligation to ensure that these pay stations comply with state access law where its requirements differ from the federal Americans with Disabilities Act. PG&E's reports have demonstrated that it has not pursued remedies when the access expert reports state law violations. DisabRA will seek to address this gap.

Finally, DisabRA understands that much of the relationship between the utility and the pay stations is managed by a third party vendor under contract with PG&E. When DisabRA and PG&E entered into their previous MOU, the only such vendor with whom PG&E had a

⁶ The term "transaction-related elements" is defined in the MOU to include those elements of the pay station that are necessary for a customer to complete a PG&E-related transaction at that pay station. The MOU also contains a list of transaction-related elements: parking facilities where the pay station offers parking; pathways from the parking area to the pay station, including any ramps, where such pathway is under the pay station's control; entrances to the pay station, including any ramps; pathways from the entrance to the service counters and any other areas where PG&E-related transactions take place; service counters and other equipment where PG&E-related transactions take place; and for those Pay Stations that are part of a franchise or that constitute a single location within a business entity that has five or more total locations, public restrooms provided by that pay station, if any, that are available to customers who conduct PG&E-related transactions at the pay station.

⁷ The Addendum added a procedure for certain pay stations to self-certify compliance through a sworn declaration instead of an inspection and to reduce the sample size for ongoing surveys.

relationship was CheckFree Pay. DisabRA has learned through the testimony accompanying this Application that PG&E has since contracted with a second vendor, Fidelity Express.⁸ DisabRA plans to follow up with PG&E during this general rate case to ensure that both of these vendors, as well as any future vendors with whom PG&E may contract, are aware of the accessibility commitments that PG&E has made with respect to its pay stations and of the procedures that must be followed to make sure that these obligations are met on an ongoing basis.

3. Public Rights of Way

In the earlier MOU, PG&E agreed to develop protocols to ensure that it would provide accessible routes around PG&E construction sites that are located in public rights of way. PG&E further agreed to train its field crews on the new protocol and to engage an expert monitor to report on the implementation of the new protocol. PG&E worked cooperatively with DisabRA to develop protocols, and DisabRA remains pleased with the final result. Unfortunately, the process for monitoring has moved more slowly than the parties anticipated, and no final report has yet been delivered. DisabRA expects that the final report, which is due shortly, may show the need for further training and further monitoring to ensure that the protocol is being effectively followed in the field.

The protocols are subject to modification, and the standards for access in areas of construction continue to evolve. One area where the parties did not reach final agreement in the development of the existing protocols was with regard to the need for audible alerts to inform pedestrians with vision impairments of areas of construction. DisabRA expects to raise this issue with PG&E as part of follow-up discussions regarding construction protocols.

4. Pole Survey

In addition to the impact of temporary construction sites on the accessibility of public rights of way, PG&E's facilities impact pedestrian access where utility poles reduce the width of sidewalks so that wheelchairs cannot get by. In its earlier discussions, the parties agreed that this was an area of concern, but were unable to identify the scope of the problem. In order to collect

⁸ A.09-12-020, Exhibit 4, Chapter 3, at 3-4.

data, the parties agreed on a survey plan, which has since been executed. DisabRA and PG&E expressly agreed in the MOU Addendum that the question of what further action, if any, should be taken to address the issue of barriers in the pedestrian rights of way created by utility poles, based on the data collected according to the MOU and Addendum, would be addressed in this general rate case.⁹

The Application contains a projected increase in expenditures related to Commission Rule 20A, which deals with undergrounding of overhead facilities “when a specified project has been determined to be in the general public interest.”¹⁰ Although DisabRA does not yet know which projects PG&E intends to fund with its proposed Rule 20A budget, DisabRA will address prioritization of undergrounding projects in areas where utility poles impede sidewalk access. Eliminating such barriers in public rights of way is in the general public interest, and eliminating such obstructive poles through undergrounding projects would be consistent with Rule 20A. DisabRA will pursue this issue further once it has reviewed the final report on PG&E’s survey of utility poles, which is due shortly, but has not yet been produced.

B. General Responsibility to Use Accessible Communication

PG&E, and all other businesses in California, have obligations under state and federal law to ensure that they can communicate effectively with people with disabilities. In the Americans with Disabilities Act, which is incorporated into state law through the Unruh Civil Rights Act, this is expressed through an obligation to use auxiliary aids and services as needed to ensure accessible communications.¹¹ California businesses, including utilities, also have an independent state law obligation to communicate with their customers in an accessible manner under both the Unruh Civil Rights Act, California Civil Code section 51 *et seq*, and the

⁹ Specifically, the MOU Addendum states at Section 7.5: “Following delivery of the report regarding pole sampling, [DisabRA] and PG&E will begin negotiations regarding actions to be taken by PG&E, if any, to remove sidewalk barriers caused by poles. The parties expect that in the next General Rate Case, these survey results may be raised as an issue by either PG&E or [DisabRA].”

¹⁰ A.09-12-020, at 14.

¹¹ 42 U.S.C. § 12182(b)(2)(A)(iii). *See also Martin v. Metropolitan Atlanta Rapid Transit Authority*, 225 F. Supp.2d 1362, 1377 (N.D. Ga. 2002) (interpreting similar language in the ADA’s implementing regulations as requiring that a transit agency publish its schedules in accessible formats).

California Disabled Persons Act, California Civil Code section 54 *et seq.*¹² These obligations have been recognized by the Commission, which has repeatedly included provisions requiring accessible communication in its final decisions.¹³ Unfortunately, to the extent that prior Commission decisions have incorporated accessible communication concerns, it appears that these decisions have been compartmentalized by PG&E, and the obligation has not been understood broadly to be a requirement for proactive consideration of the needs of people with disabilities in all areas in which PG&E communicates with customers or the public. Yet, this broad understanding is required, and should be addressed by the Commission in this general rate case.

PG&E's Application contains many proposals that will impact the way in which the utility communicates with its customers and the public at large. However, PG&E fails to specifically identify the need to consider the accessibility of its communications efforts in any of these areas. Areas in which communications access should be considered include the following: (1) accessibility of PG&E's website; (2) contact with Medical BaseLine customers in the event of an emergency; (3) notices of impending shutoff and other time-sensitive communications that are not bills; (4) staffing of TTY customer service lines and communications with relay services; and (5) the upcoming redesign of PG&E's bills. Based on our ongoing dialogue with PG&E regarding the existing MOU and Addendum, as well as our participation in numerous other proceedings before the Commission, DisabRA believes that PG&E is generally aware of many of these concerns.

¹² See *Nat'l Fed. of the Blind v. Target Corp.*, 582 F. Supp.2d 1185, 1196 (N.D. Cal. 2007) (holding that Target was required by both the Unruh Act and the DPA to make information on its website accessible to people with visual disabilities who use screen reader technology).

¹³ See, e.g., D.10-01-026, mailed January 21, 2010, at 14 (requiring that educational materials about emergency backup power capabilities of telecommunications equipment be provided "in type size big enough to comfortably read" and that these materials also be made available in large print, Braille or audio format for customers who are visually impaired); D.08-11-031, mailed November 6, 2008, at 72-75 (requiring utilities to target their education and outreach efforts for the CARE and LIEE low-income assistance programs to customers with disabilities, and stating that "[t]he utilities shall ensure accessible ME&O for CARE and LIEE by providing alternate formats for communications"); D.06-12-038, mailed December 14, 2006, at 14-15 (requiring in the context of LIEE program implementation that the utilities' TTY customer service numbers "be answered in the same manner and with the same efficiency" as regular voice calls and that directing the utilities "to include in outreach materials a TTY number that is presented with the same prominence as other contact numbers").

1. PG&E's Website

In the general rate cases of the other energy utilities, DisabRA has raised the issue of the accessibility of utility websites for people who use screenreaders. PG&E has long been on notice that DisabRA intended to raise the issue of web access in this general rate case. Based on ongoing communications with PG&E, including work in other dockets, DisabRA is aware that PG&E is already working to improve the accessibility of its website. Nevertheless, in its testimony in this Application addressing information technology projects, PG&E makes no mention of any systematic efforts to review and enhance its website accessibility.¹⁴ In this proceeding, we hope to develop an enforceable timeline for a comprehensive plan to review the website and make access improvements as needed.

2. Emergency Communications

In the most recent general rate cases of the other energy utilities, DisabRA raised the issue of effective communication during emergencies with customers registered for Medical BaseLine/Life Support. Both the Sempra utilities and Southern California Edison have agreed to survey all existing and new Medical BaseLine customers regarding their preferred means of contact and to begin sending all emergency notifications through such preferred contact methods, including TTY, text pager and e-mail. In the MOU between DisabRA and Southern California Edison (SCE) in its most recent general rate case, A.07-11-011, SCE agreed to expand use of this data regarding preferred contact methods beyond emergency notifications, and to contact Medical BaseLine customers through their preferred communication method when disseminating information about planned outages and other non-emergency situations as well.

PG&E has been on notice that DisabRA intended to raise this same issue of emergency communication with Medical BaseLine customers as part of this general rate case. However, despite a great deal of discussion of targeted and customized communications in the testimony accompanying its Application,¹⁵ PG&E makes no mention of applying these principles to its

¹⁴ See, e.g., A.09-12-020, Exhibit 7, Chapter 2.

¹⁵ See, e.g., A.09-12-020, Exhibit 4, Chapter 4, at 5-6 (describing activities of Customer Research and Data Management employees, who assess customer behavior in order to “segment customers and better understand their

Medical BaseLine customers; its proposal includes no plans to determine what form of communication is most effective for these customers or to customizing its alerts to conform with those preferences. DisabRA intends to work with PG&E during this proceeding to develop protocols for effective communication with Medical BaseLine customers that are similar to those negotiated with the Sempra utilities and SCE.

3. Proactive Use of Accessible Formats

In its Application, PG&E has recognized the need to broaden its outreach to its customers generally by including new communications channels and seeking customer input about the best forms of communication, but these plans are limited to certain specific messages.¹⁶ As noted above, such targeted inquiry is likely the best method of ensuring effective communication for Medical BaseLine customers, and it is also crucial to ensure effective communication with many customers with disabilities, who may not be able to access information in standard formats.

PG&E should work to expand its ability to communicate with disabled customers using their expressed preferences. For example, if a customer prefers to receive text messages rather than phone calls, perhaps because he is deaf, then that customer should have the option to receive all communications from the utility in text format. Similarly, if a customer receives bills in Braille, an option that is already available to PG&E customers, then that customer's need for Braille materials should be noted in PG&E's database so that other urgent notices, like an announcement of an impending shutoff for failure to make payments, would also be sent to that customer in Braille.

DisabRA intends to explore these issues of global communication in accessible formats with PG&E as part of this general rate case and believes that such a systematic approach is

respective needs and preferences"); and 9-10 (describing the efforts of Program Education and Outreach employees, who are "developing unique messages for specific customer groups" and "shifting the focus of program outreach towards the needs and preferences of customer segments").

¹⁶ A.09-12-020, Exhibit 4, Chapter 4, at 19-20 (describing an initiative to collect more customer e-mail addresses and "customer preferences for electronic communications, such as text-messaging, e-mail messaging [and] social network messaging" but limiting the expected uses of this data to "specific notifications—such as outage events or safety issues—and periodic communications such as tailored communications on broader energy issues").

essential to ensure that customers receive all communications from their utility in a format they can access.

4. TTY/Relay service calls

As mentioned above, the Commission has previously required that utilities' TTY lines be answered in the same manner and with the same degree of efficiency as their voice telephone lines.¹⁷ However, recent testing by DisabRA has revealed that PG&E's TTY line is sometimes answered with a recording and on other occasions is not answered at all. DisabRA has already raised this problem with PG&E will seek to reach a global agreement regarding effective TTY service in this general rate case.

While TTY machines remain vital for a segment of the deaf/hard-of-hearing community, many others have come to rely on telephone- or Internet-based relay services either in addition to or in place of TTY machines. These technologies are now an essential component of providing effective communication to hearing-impaired individuals. DisabRA has already raised the issue of ensuring that customer service representatives are trained to take relay calls (and are not penalized for the fact that such calls take longer than standard calls). We have also raised concerns regarding the fact that automated outgoing calls are generally undeliverable to people who use relay services. DisabRA seeks to work with PG&E to address ways to ensure effective communication with deaf/hard-of-hearing customers in light of these concerns.

5. Planned Bill Revision

DisabRA participated in the formal proceeding surrounding PG&E's most recent revision of its bill, resulting in standards requiring the current bills to contain key information in large, high-contrast type and to incorporate other features intended to maximize the accessibility of the bill design to those with visual impairments.¹⁸ PG&E noted in its Application that it will address

¹⁷ D.06-12-038, at 15.

¹⁸ See Comments of Disability Rights Advocates on Pacific Gas and Electric (PG&E) Company's Application to Simplify Customer Bills (A.06-06-026), filed on December 18, 2006, pp. 3-6 (outlining DisabRA's recommendations for maximizing accessibility of standard print customer bills), and the final access provisions incorporated in D.07-07-047.

its next plan to redesign its bill in phase 2 of this proceeding.¹⁹ At this time, DisabRA reserves our the right to address the accessibility of PG&E's redesigned bills as PG&E's plan moves forward.

C. Compensation for Implementation Work from the Prior GRC

DisabRA has expended considerable time monitoring PG&E's implementation of its obligations under the MOU and the Addendum since filing our Request for Compensation in A.05-12-002. In both the MOU and the Addendum, PG&E agreed that such work is compensable.²⁰ Such work is also relevant to this proceeding because it relates to ongoing efforts by PG&E to improve the accessibility of its programs and services, and DisabRA plans to request a formal continuation of many of these efforts during the current general rate case as set out in section II-A above. Thus, DisabRA intends to incorporate a request for compensation for time spent on implementation of the prior MOU and Addendum with any eventual request for compensation for work on the merits of this new proceeding. More detail regarding such work will be provided in our upcoming Notice of Intent to Claim Compensation.

III. THE NEED FOR EVIDENTIARY HEARINGS.

DisabRA will not be able to determine whether evidentiary hearings on access issues will be necessary until we see how the proceeding unfolds. In the most recent general rate case involving PG&E as well as in the general rate cases with the other regulated energy utilities, DisabRA has been able to resolve our concerns through direct settlement discussions resulting in agreements that have subsequently been approved by the Commission. We believe that this would be the best resolution for this proceeding, in part because we believe that the legal and factual issues we raise are not subject to substantial dispute and in part because we recognize that these issues, while vital to our constituency, represent only a small portion of the matters raised in a general rate case that will have limited time for hearings. Nevertheless, if PG&E disputes

¹⁹ A.09-12-020, Exhibit 4, Chapter 4, at 31-32.

²⁰ Specifically, both the MOU and the Addendum state at Section 8: "PG&E agrees that the issues resolved herein were properly raised by [DisabRA] and that [DisabRA] has made a substantial contribution to this proceeding, as defined by Rule 1803(a) of the Commission's Rules of Practice and Procedure. The Parties agree that it is

CERTIFICATE OF SERVICE

I certify that I have, by electronic mail to the parties to which an electronic mail address has been provided, served a true copy of “Pre-Hearing Conference Statement of Disability Rights Advocates” on all known parties to A.09-12-020, et al.

Dated February 17, 2010, at Berkeley, California.

/s/

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