



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA

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Application of Southern California Edison)
Company (U 338-E) for Authority to, Among)
Other Things, Increase its Authorized Revenues)
for Electric Service in 2015, and to Reflect That)
Increase in Rates.)

A.13-11-003
Filed November 12, 2013

**JOINT MOTION BY SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E)
AND JOINT MINORITY PARTIES (NATIONAL ASIAN AMERICAN COALITION,
ECUMENICAL CENTER FOR BLACK CHURCH STUDIES, CHRIST OUR
REDEEMER AME CHURCH OF IRVINE, ORANGE COUNTY
INTERDENOMINATIONAL ECUMENICAL COUNCIL, JESSE MIRANDA CENTER
FOR HISPANIC LEADERSHIP, CHINESE AMERICAN INSTITUTE FOR
EMPOWERMENT, AND LOS ANGELES LATINO CHAMBER OF COMMERCE) FOR
APPROVAL OF SETTLEMENT AGREEMENT**

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Dated: **February 5, 2015**

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

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FOR HISPANIC LEADERSHIP, CHINESE AMERICAN INSTITUTE FOR
EMPOWERMENT, AND LOS ANGELES LATINO CHAMBER OF COMMERCE) FOR
APPROVAL OF SETTLEMENT AGREEMENT**

This motion is brought pursuant to Rule 12.1 of the Rules of Practice and Procedure (Rules) of the California Public Utilities Commission. Southern California Edison Company (SCE) and the Joint Minority Parties (JMP) respectfully request that Commission approve the attached Settlement Agreement. The term “Joint Minority Parties” collectively refers to the National Asian American Coalition, the Ecumenical Center for Black Church Studies, Christ Our Redeemer AME Church of Irvine, the Orange County Interdenominational Ecumenical Council, the Jesse Miranda Center for Hispanic Leadership (which works closely with 25,000 Latino evangelical congregations across the nation), the Chinese American Institute for Empowerment, and the Los Angeles Latino Chamber of Commerce (formerly known as the Latino Business

Chamber of Greater Los Angeles). SCE and the JMP shall be jointly referred to in this motion as the Settling Parties.

The Settlement Agreement resolves all issues raised by the JMP without further burdening the Settling Parties, the communities they serve, and the Commission with further and protracted litigation regarding SCE's Test Year 2015 General Rate Case (GRC) Application.

The Settling Parties believe that the Settlement Agreement meets the Commission's criteria for approval of settlement agreements and is reasonable in light of the whole record, consistent with the law and in the public interest, as mandated by Rule 12.1(d). Accordingly, the Settling Parties ask that the Commission approve the Settlement Agreement.

I.

BACKGROUND

A. SCE Files Its GRC Application and JMP Intervene

On November 12, 2013, SCE filed its GRC Application. The Application includes SCE's forecasts of Operations and Maintenance (O&M) costs and Capital expenditures for the GRC Test Year 2015, as well as for years 2016 and 2017. The Joint Minority Parties intervened in SCE's GRC Application, and raised certain issues of concern to California's minority and low-income communities, including minority and low-income communities, businesses, and individuals that are in SCE's service territory.

B. The Settling Parties Enter Into Extended And Arm's-Length Settlement Negotiations

The Settling Parties initiated settlement discussions through an in-person meeting in October 2013. The settlement negotiations included several lengthy in-person meetings with SCE and JMP counsel and principals. In one of these meetings, the SCE team was led by SCE President Ron Litzinger. After reaching a settlement in principle, the Settling Parties exchanged and commented on several drafts of the Settlement Agreement. The Settling Parties did not

conclude their negotiations concerning the specific terms of their Settlement Agreement until late August of 2014. Thus, the process of negotiating and arriving at a settlement took approximately ten months.

C. The Settling Parties Provide Notice of a Settlement Conference and Proposed Settlement-in-Principle

On September 16, 2014, the Settling Parties duly gave notice of an all-party settlement conference. The conference occurred pursuant to Rule 12.1(b), and the notice of the conference attached the proposed settlement-in-principle reached by the Settling Parties. A copy of the notice is attached hereto as Attachment A. The settlement-in-principle is identical to the Settlement Agreement that the Settling Parties now ask the Commission to approve. A copy of the Settlement Agreement is attached hereto as Exhibit B.

D. No Party Opposed the Proposed Settlement-in-Principle

On September 23, 2014, at 2:00 p.m. Pacific Standard Time, the settlement conference occurred. No party opposed the proposed settlement-in-principle, expressed any concerns regarding it, or had any questions regarding it.

II.

THE SETTLEMENT AGREEMENT

This Settlement Agreement represents a compromise between the Settling Parties and should not be considered precedent in any future proceeding. The Settling Parties have assented to the terms of this Settlement Agreement solely for purposes of arriving at the compromise herein.

III.

REQUEST FOR COMMISSION'S APPROVAL OF THE SETTLEMENT

The Commission's rules set forth the requirements for approval of settlement and provide that the Commission will approve settlements, whether contested or uncontested, that are reasonable in light of the whole record, consistent with the law, and in the public interest.¹

As discussed below, the Settlement Agreement meets the conditions for Commission approval of settlements.

A. Reasonableness of Settlement In Light of The Whole Record

The JMP served multiple sets of data requests on SCE, and reviewed SCE's Application and data request responses in detail. The Settling Parties only reached a settlement after approximately 10 months of arm's length negotiations, including in-person negotiating sessions between lead counsels and senior client principals. The Settlement Agreement thus represents a reasonable result, one that provides specific and tangible benefits to the JMP and the communities that the JMP serve. The settlement focuses on three critical areas: (1) marketing, education, and outreach to underserved and hard-to-reach minority and low-income customers; (2) supplier diversity; and (3) employment diversity at SCE.² The Settlement Agreement also benefits SCE's customers by:

- Providing appropriate additional opportunities, assistance, and benefits to underserved and hard-to reach minority and low-income customers within SCE's service territory; and
- Saving the further expense and burden of protracted litigation with the JMP concerning the Application.

¹ See generally Rule 12.1(d); D.95-05-042, 59 CPUC2d 779, 788.

² See Settlement Agreement, section 1.

For these reasons, and in light of the specific terms the parties have negotiated as memorialized in the detailed Settlement Agreement, the Settlement Agreement is reasonable in light of the whole record.

B. Consistency with the Law

The Settling Parties are aware of no statutory provision or prior Commission decision that would be contravened or compromised by the Settlement Agreement. Further, pursuant to Rule 12.6(b) of the Commission's Rules of Practice and Procedure, the Settling Parties held an all-party settlement conference on September 23, 2014. *No* party opposed the proposed settlement or expressed any concern regarding the settlement, including any concern regarding the settlement's consistency with the law.

C. Public Interest

The public interest and the interests of ratepayers must be considered when the Commission approves a settlement, and this Settlement Agreement satisfies that requirement. First, settlement of disputes to avoid costly and protracted litigation reflects sound public policy.³ Second, the JMP are led and guided by experienced and well-known business, community, and faith-based leaders. The JMP actively represent the interests of California's minority and low-income communities, including minority and low-income communities, businesses, and individuals in SCE's service territory. JMP and their experienced counsel of record are satisfied that the Settlement Agreement represents a fair and reasonable outcome. Thus, taken as a whole, the Settlement Agreement is in the public interest.

³ See D.88-12-083, 30 CPUC2d 189, 221.

IV.

CONCLUSION

The Settling Parties believe the Settlement Agreement is: (1) reasonable in light of the whole record and positions of the parties, (2) consistent with the law, and (3) in the public interest. The Settlement Agreement represents a mutually acceptable outcome to pending regulatory proceedings, and thereby avoids the time, expense, uncertainty, and burden of litigating issues raised by JMP in connection with SCE's GRC Application. Accordingly, the Settling Parties respectfully request that the Commission approve this Settlement Agreement.

Respectfully submitted on this 5th day of February, 2015, in Rosemead, California.

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Exhibit A

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

Application of SOUTHERN CALIFORNIA)
EDISON COMPANY (U 338-E) for Authority to,)
Among Other Things, Increase Its Authorized)
Revenues For Electric Service In 2015, And to)
Reflect That Increase In Rates.)
_____)

A.13-11-003
Filed November 12, 2013

**SOUTHERN CALIFORNIA EDISON COMPANY (U338-E) NOTICE OF SETTLEMENT
CONFERENCE AND PROPOSED SETTLEMENT-IN-PRINCIPLE**

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Dated: September 16, 2014

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA**

Application of SOUTHERN CALIFORNIA)
EDISON COMPANY (U 338-E) for Authority to,)
Among Other Things, Increase Its Authorized)
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A.13-11-003
Filed November 12, 2013

**SOUTHERN CALIFORNIA EDISON COMPANY (U338-E) NOTICE OF SETTLEMENT
CONFERENCE AND PROPOSED SETTLEMENT-IN-PRINCIPLE**

Pursuant to the Commission's Rules of Practice and Procedure Rule 12.1(b), Southern California Edison Company (SCE) hereby gives notice that an all-party settlement conference will be convened as follows:

DATE: September 23, 2014

TIME: 2:00 p.m. (Pacific Standard Time)

LOCATION: Via Teleconference (866) 917-5342 (access code 8300401#)

Attached to this Notice is the proposed settlement-in-principle reached by SCE and the Joint Minority Parties (JMP) in this proceeding. Neither JMP nor SCE intend to cross-examine each other's witnesses at the evidentiary hearings scheduled in this proceeding.

Respectfully submitted,

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/s/Kris G. Vyas

By: Kris G. Vyas

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DATE: September 16, 2014

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Joint Minority Parties¹ and Southern California Edison Company (“SCE”) (jointly, the “Parties” and each a “Party”). In this Agreement, the Parties agree on a mutually acceptable outcome to issues raised by Joint Minority Parties as an Intervenor in the *Application of Southern California Edison Company (U338E) for Authority to, Among Other Things, Increase Its Authorized Revenues for Electric Service in 2015, And to Reflect That Increase In Rates (A.13-11-003)* (the “Application”).

RECITALS

WHEREAS the Application includes SCE’s forecasts of costs and expenditures for General Rate Case (“GRC”) Test Year 2015 and for years 2016 and 2017.

WHEREAS the Joint Minority Parties have intervened in SCE’s GRC Application, and have raised certain issues of concern to California’s minority and low-income communities, including minority and low-income communities, businesses, and individuals that are in SCE’s service territory.

WHEREAS SCE is committed to providing appropriate opportunities and assistance to the minority communities, businesses, and individuals that it serves throughout southern and central California. Safety and reliability of the electric grid are the top priorities for SCE, as with any electric utility. Thus, providing the referenced opportunities and assistance must necessarily be achieved in a manner consistent with SCE continuing to provide safe and reliable service.

¹ The term “Joint Minority Parties” collectively refers to the National Asian American Coalition, the Ecumenical Center for Black Church Studies, Christ Our Redeemer AME Church of Irvine, the Orange County Interdenominational Ecumenical Council, the Jesse Miranda Center for Hispanic Leadership (which works closely with 25,000 Latino evangelical congregations across the nation), the Chinese American Institute for Empowerment, and the Los Angeles Latino Chamber of Commerce (formerly known as the Latino Business Chamber of Greater Los Angeles).

WHEREAS the Parties desire to resolve all outstanding issues raised by the Joint Minority Parties without further burdening the Parties, the communities they serve, and the California Public Utilities Commission (“Commission”) with further and protracted litigation regarding the Application.

WHEREAS SCE, recognizing the growing number of minorities in its service territory affected by various State policies and activities, including employment, business opportunities and marketing and outreach in connection with affordability and energy conservation, is further developing proactive policies that reflect the demographic changes in its service territory and address the continuing need for energy conservation at affordable rates to serve the interests of all of its customers.

WHEREAS it is recognized by the Parties that SCE’s efforts and activities may depend to some degree upon legislative developments at the federal level and, at the state level, by the evolving nature of the Commission’s orders, rules, and guidance, and by opportunities developed by the Parties through regular interaction and cooperation.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, for good cause, it is hereby agreed as follows:

1. **Intent of the Agreement**

- 1.1. The Joint Minority Parties and SCE wish to collaborate to mutually benefit and assist underserved and hard-to-reach minority and low-income customers within SCE’s service territory.
- 1.2. The Joint Minority Parties and SCE agree to collaborate in three areas: (1) marketing, education and outreach; (2) supplier diversity; and (3) employment diversity. In addition, the Joint Minority Parties and SCE agree to exchange ideas through leadership meetings between executives from each organization.

1.3. The Joint Minority Parties and SCE recognize and acknowledge the rapidly changing energy policy environment relating to, among other areas, renewable energy, climate change, and rate structures. This increases the complexity of communicating impacts, programs, and services to underserved and hard-to-reach communities.

1.4. SCE is a leader in promoting both supplier and employment diversity opportunities. As such, SCE recognizes the significant benefits that spring from a diverse supplier community and diverse workforce and is therefore committed to continue to support efforts to spur diversity in these areas.

2. Outreach and Marketing

2.1. The Joint Minority Parties and SCE agree that reaching minority and low-income customers is key to providing the benefits that are available through Commission-authorized programs. Toward this end, the Joint Minority Parties and SCE will work together to establish criteria and metrics to evaluate current efforts to reach minority and low-income customers. SCE will commit to share current and near-term measurement efforts to this end with the Joint Minority Parties and consider proposals to change, modify, and improve either the effectiveness criteria or metrics based on the Joint Minority Parties' knowledge of working closely with these communities. Any changes to the effectiveness criteria or metrics must conform to and be consonant with any existing Commission-authorized constraints. Alternatively, the Joint Minority Parties will support SCE in the event that SCE (in its sole discretion) elects to seek additional funding or other changes in the appropriate future Commission proceeding(s).

2.2. Low-Income Programs

2.2.1. Commission decision D.12-08-044 in Commission Application A.11-05-017 provides SCE's current funding and program requirements and guidelines for the California Alternative Rates for Energy ("CARE") and Energy Savings Assistance ("ESA") Programs for years 2012 to 2014. The Commission is expected to direct SCE to file in November 2014 its application for 2015 to 2017 programs and budget for the CARE and ESA programs serving SCE's low income customers (the "CARE-ESA application"). That CARE-ESA application will address the CARE and ESA program plans, funding, and administration.

2.2.2. SCE contracts with third parties, including community and faith-based organizations, to conduct CARE outreach and enrollment, enroll eligible customers, and implement feasible measures for the ESA Program. As part of the

development of the CARE-ESA application, SCE will seek and consider stakeholder input. To help ensure feedback is received from a broad base of minority and low-income communities represented by the Joint Minority Parties, SCE will commit to inviting each Joint Minority Party, and, to the extent feasible, each organization specifically identified by the Joint Parties, to these stakeholder meetings. SCE also agrees to consider proposals or suggestions from the Joint Minority Parties that are received sufficiently in advance of the date that SCE must submit the CARE-ESA application.

- 2.2.3. SCE will provide marketing and outreach to all customers on relevant rate education and energy management tools, including Budget Assistant. SCE will also provide supplemental outreach to help reach low-income and minority communities as representative of SCE's customer population by working with Community Based Organizations ("CBOs"), faith-based organizations ("FBOs"), government agencies, disability and senior collaboratives, senior centers, and regional centers.

2.3. Safety and Rate Impact Communications

- 2.3.1. SCE is presently discussing with the Joint Minority Parties efforts to further enhance its distribution of safety and rate impact communications to ethnic and underserved populations, and is open to examining how the Parties can collaborate to identify new, effective channels to reach these audiences. For example, SCE is exploring with the Joint Minority Parties the possibility of including safety or rate information through community outreach to ethnic and underserved populations, including food banks at organizations affiliated with the Joint Minority Parties. In addition, SCE is interested in exploring the concept of providing safety videos to faith-based organizations aligned with Joint Minority Parties, for churches to display in their church centers or food banks outside of services, as well as through community and/or faith based organizations and outreach at workshops and large, educational special events designed to reach ethnic and underserved populations. These partnership opportunities are of interest for SCE in terms of continued exploration and, potentially, a pilot program to identify and assess effective channels for public education on these important topics.
- 2.3.2. In 2012, Edison International initiated a pilot of a school-based safety program targeting underserved communities at seven elementary schools educating 4,400 students. In 2013, the company expanded the pilot in schools in underserved

communities such as Martin Luther King, Jr. Elementary School in Compton, California. The production was showcased at 11 elementary schools educating more than 6,500 students. This program is titled “A Bug’s Light” and is a touring theater production focused on teaching safety behavior around electricity. As a result of the program being very well-received by students, faculty, and school administration, in 2014 SCE will continue and expand the program to serve 40 elementary schools throughout SCE’s service territory. SCE invites Joint Minority Parties to attend a 2014 performance of this program. While effective in reaching elementary school children, “A Bug’s Light” is not appropriate for middle school or high school students. SCE is exploring programs to reach these audiences with safety information and welcomes a proposal from the Joint Minority Parties in this regard, targeting underserved communities.

2.4. Community Forums and Capacity-Building

- 2.4.1. SCE currently operates a number of community forums and workshops aimed at disseminating information on safety, energy efficiency and other programs beneficial to minority and low-income customers. These efforts include:

Community Forums. SCE’s Local Public Affairs’ (“LPA”) Strategic Engagement team, in collaboration with Community Investment, Customer Service, and Regional Managers, organize and conduct community forums. Since 2010, these forums have reached more than 5,000 customers and community leaders, and 175 organizations. The forums are designed to reach and include hard-to-reach customers through the use of third-party organizations. Forums focus on disseminating information critical to customers, including electrical safety, low-income and medical baseline programs such as Family Electric Rate Assistance (“FERA”) and CARE, energy efficiency, and conservation.

Capacity-Building Workshops. In collaboration with Community Investment and regional nonprofit management entities, LPA has conducted 30 Capacity-Building workshops for more than 175 community-based organizations to provide information supporting grassroots nonprofit groups’ efforts to increase their capacity to serve low-income and underserved communities. Representing a collaboration of LPA, the Center for Nonprofit Management, Leader Education for Asian Pacifics, and others, the workshops focus on: (1) fundraising; (2) grant-writing; (3) board and staff development; (4) financial accountability; and (5) effective use of social media. All events incorporate electric industry messages such as electrical safety, and encompass programs for low-income, medical baseline and underserved customers.

As part of the effort to help ensure this information is widely available to minority and low-income communities that are served by the Joint Minority Parties, SCE will commit to inviting the Joint Minority Parties to consider actively participating in these community forums and workshops. SCE and the Joint Minority Parties each commit to designate a single point of contact to coordinate participation in these events.

2.5. Diverse Business Outreach

2.5.1. SCE has long-established outreach efforts targeting underserved business communities using in-language and culturally relevant assistance by SCE's Energy Efficiency Outreach Team. This team resides within SCE's Business Solutions organization, and works with the extensive and diverse small business population, providing in-language services in Spanish, Mandarin, Cantonese, Korean, and Vietnamese. The team delivers education regarding energy management solutions, rates, incentive programs, and safety topics. Typical outreach includes presentations to ethnic and faith-based business organizations, SCE-sponsored small business forums, door-to-door energy walks in underserved communities, business expos and trade shows, and signature events which recognize energy champions from diverse communities. SCE commits to inviting interested Joint Minority Party organizations (as specifically identified by the Joint Minority Parties) to consider actively participating in SCE-sponsored small business forums.

2.5.2. SCE will update and deliver a comprehensive seminar to the Joint Minority Parties (and other organizations as specifically identified and invited by the Joint Minority Parties) that provides information on all the resources available (i.e., a "resource guide"). SCE will consider input from the Joint Minority Parties as part of the ongoing dialogue for any revisions to these programs for the future.

3. Supplier Diversity Programs

3.1. To further strengthen these efforts, the Joint Minority Parties and SCE agree to collaboratively support the following activities referenced in sections 3.2 through 3.5.

3.2. SCE has increased Diverse Business Enterprise ("DBE") spend significantly from \$510 million in 2009 to almost \$1.5 billion in 2013. While these accomplishments are meaningful, SCE acknowledges there is much work to be done to maintain these levels of diverse spending for goods and services. Accordingly, the Joint Minority Parties agree to support the capital spending requests contained in the Application, since that

capital spending represents the primary source for these DBE contract opportunities. If the Commission approves SCE's GRC capital request, SCE will strive to maintain these levels of DBE spend over the 2015-2017 period and will attempt to continue to grow the DBE supplier base. The Parties acknowledge that SCE may modify its capital spending requests as a result of Commission guidance, developments in the litigation of the Application, or efforts by SCE to reach settlement(s) with other parties in connection with the Application.

- 3.3. In an effort to increase transparency of the DBE program, SCE indicates that it is willing to review the current GO 156 filing with the Joint Minority Parties to promote greater transparency that could benefit small businesses in California.
- 3.4. SCE and the Joint Minority Parties wish to help support long-term goals for small/medium minority-owned businesses that should create greater supplier competition and generate more California jobs. Accordingly, SCE will commit (over a three-year period) a total of \$2.5 million dollars to innovative technical assistance directed at small/medium sized minority-owned local businesses, consistent with the current Entrepreneurial, Development, Growth and Education ("EDGE") program. The Joint Minority Parties shall support this commitment by SCE, including but not limited to supporting SCE in connection with any inquiry or examination of this commitment by the Commission or any other stakeholder. In order to maximize input from small/medium minority-owned businesses, so that the financial commitment by SCE can be used as meaningfully as reasonably possible, SCE will meet with the Joint Minority Parties and small/medium minority-owned businesses leaders in or by 2014. At this meeting, the Parties and small/medium minority-owned business leaders will work together to help craft appropriate criteria and parameters that can increase small/medium minority-owned business contract procurement and spur California job development.
- 3.5. SCE, in its commitment to DBEs, will continue to conduct outreach to energy efficiency firms to provide direct contracting (Tier 1) opportunities for DBE suppliers. SCE will also coordinate with the Joint Minority Parties to conduct a specific outreach event in energy efficiency programs for SCE's "Meet the Prime" program for subcontracting (Tier II support), in order to maximize opportunities to support DBE suppliers.

4. Employment Diversity Efforts

- 4.1. SCE has one of the most diverse work forces in California. In order to maintain this leadership position, SCE commits to take the following actions: (1) Create a 3-5 year plan aimed at increasing diversity in senior management; and (2) File testimony in

SCE's next GRC (either Test Year 2018 or as directed by the Commission) that outlines SCE's efforts to increase employment diversity.

- 4.2. To support opportunities for Veterans returning from active duty, SCE intends to hire or designate an employee to serve as a full-time Veterans Coordinator. The Veterans Coordinator is expected to be responsible for coordinating and shaping Company-wide interactions and policies to improve employment opportunities for qualified women and men returning home from active duty. The Joint Minority Parties and SCE believe that the establishment of the Veterans Coordinator position within SCE is an essential aspect of this Agreement, since it designates a specific SCE employee dedicated to addressing Veterans issues for SCE and monitoring improvements and refinements by SCE.
- 4.3. SCE also supports efforts with regard to transparency in compensation and competitive pay practices. As in the Test Year 2015 GRC, SCE agrees to undertake the following: (1) Solicit competitive proposals for a Total Compensation Study ("TCS") prior to filing the next GRC application. As part of this TCS study, SCE will again seek Los Angeles Department of Water and Power ("LADWP") participation as a comparator company. (The Parties acknowledge that the LADWP is not required to and cannot be forced to participate). (2) SCE will invite the Joint Minority Parties and other intervenors to comment on the comparator companies selected for the TCS.

5. Leadership Meetings and Other Commitments

- 5.1. Leadership from the Joint Minority Parties and SCE executives will meet quarterly to discuss status and planning of activities to implement the commitments made in this Agreement. At least one of these meetings each year will be scheduled in a manner that includes the participation of the President of SCE (or Senior Executive if the President is unavailable) and other key executives, in order to review and discuss affordability issues, energy generation issues, marketing, outreach, service quality, employment diversity (including at senior levels), and supplier diversity, as well as special efforts on behalf of returning service veterans and other matters of concern to SCE and the Joint Minority Parties.
- 5.2. SCE will consider a total of up to three nominations to its Consumer Advisory Panel ("CAP") or its Small Business Advisory Panel ("SBAP") from the Joint Minority Parties when there are openings. SCE will give careful consideration to each nomination, although SCE will be solely responsible for selecting CAP and SBAP members. The SBAP is committed to a balanced industry representation that reflects the diversity of small business customers in SCE's service territory.

5.3. SCE will file testimony in SCE's next GRC (either Test Year 2018 or as directed by the Commission) detailing SCE's efforts to engage with community-based organizations. This testimony showing will include, but is not limited to, the collaborative efforts with the Joint Minority Parties.

6. Entire Agreement

6.1. This Agreement embodies the entire understanding and agreement of the Parties with respect to the matters described, and it supersedes prior oral or written agreements, negotiations, statements, representations, or understandings among the Parties with respect to those matters.

7. No Precedential Value

7.1. This Agreement represents the agreement between the Parties to the facts and law as specified. The Parties agree that pursuant to Rule 12.5 of the Commission's Rules of Practice and Procedure, unless the Commission provides otherwise, this Agreement does not constitute precedent regarding any principle or issue in this proceeding or in any future proceeding. In entering into this Agreement, neither party waives any right to assert any defense under any applicable law, including specifically whether any such law or regulation is, in fact, applicable to the transactions, activities, or entities reflected in this Agreement. Further, nothing in this Agreement affirms or otherwise admits that there exists or has existed any violation of or non-compliance with any applicable law, and SCE specifically denies any violation of, or non-compliance with, any applicable law. Except as provided for herein, each Party reserves its right to advocate, in other proceedings, positions, principles, assumptions, defenses, arguments and methodologies which may be different than those underlying this Agreement.

8. Reasonableness

8.1. The Parties agree that this Agreement is reasonable, consistent with law, and in the public interest.

9. Construction

9.1. The Parties agree that this Agreement shall not be construed against any Party because that Party, or its counsel or advocate, drafted the provision.

10. Modification/Amendments

10.1. The Parties intend that the Agreement shall be interpreted and treated as a unified, integrated agreement. This Agreement may be amended or changed only by a written agreement signed by the Parties.

11. Interaction with Other Proceedings

11.1. To the extent that issues covered under this Agreement arise in other proceedings before the Commission during the life of this Agreement, the Parties shall attempt to meet and confer to discuss the potential impact of any decisions issued in other proceedings which impact the terms of this Agreement. To the extent the Commission requires specific action in other proceedings regarding any provisions covered in this Agreement, the Parties recognize that other efforts to meet the general commitments set forth in the Agreement may be delayed or modified in order to comply with such specific requirements in other proceedings.

12. Captions

12.1. Captions are included for reference only, and are not intended to affect the meaning of the contents or the scope of this Agreement.

13. Choice of Law

13.1. This Agreement shall be governed by and construed in accordance with California law, notwithstanding otherwise applicable conflicts of law principles. Each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under California law, but if any provision herein shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

14. Counterparts

14.1. This Agreement may be executed in counterparts, which taken together shall constitute an original. Facsimiles or PDFs of original pages shall be binding on the Parties to the Agreement. The Parties shall exchange original signed counterparts as soon as reasonably possible.

15. Extension of Deadlines

15.1. All time deadlines set forth in this Agreement are subject to extension by mutual agreement of the Parties as set forth in writing. If a Party seeks an extension, such request shall not be unreasonably refused.

15.2. Force majeure events that materially affect SCE's ability to implement the Agreement as planned, such as: (i) acts of nature (e.g., landslides, earthquake, storms, hurricanes, flood); (ii) lack of availability of qualified consultants to perform tasks specified hereunder within the specified timelines; (iii) riots, terrorism, war, civil disturbances or sabotage; or (iv) changes in law, shall excuse SCE's obligations under this Agreement and/or SCE's late performance of obligations under the Agreement.

16. Jurisdiction to Enforce

16.1. The Parties agree that the Commission retains jurisdiction to enforce the terms of this Agreement and resolve any disputes regarding the Parties' performance under the Agreement.

17. Commission Approval of Agreement

17.1. This Agreement shall become effective and binding on the Parties as of the date it is approved by the Commission. If the Commission fails to approve this Agreement as reasonable and adopt it unconditionally and without modification, the Parties agree to renegotiate this Agreement in good faith with regard to any Commission-ordered changes in order to preserve the balance of benefits and burdens. In the event such negotiations are unsuccessful, any Party may, in its sole discretion, elect to terminate the Agreement.

17.2. If the Agreement is terminated, the signatories shall be released from any and all obligations and representations set forth in the Agreement and shall be restored to their positions prior to having entered into the Agreement.

18. Term of the Agreement

18.1. This Agreement shall be valid and in force for the following time period: from the date of Commission approval of the Agreement through January 1, 2018. Assuming that the Agreement has not been terminated pursuant to section 17 of this Agreement,

then on January 1, 2018 the Agreement will end and the Parties' rights and obligations under the Agreement will conclude.

19. Notices

19.1. Each notification which any of the Parties gives under or in connection with this Agreement shall be in writing and shall be deemed effective (a) upon personal delivery, or (b) upon successful transmission of the notice by electronic mail, or (c) five business days after mailing by certified mail, return receipt requested. Notices shall be addressed to the Parties as follows:

If to SCE: Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attn: Mike Marelli
Email: Mike.Marelli@sce.com

With a copy to: Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attn: Megan Scott-Kakures
Email: Megan.Scottkakures@sce.com

If to the Joint Minority Parties:

National Asian American Coalition
15 Southgate Ave., Ste. 200
Daly City, CA 94015
Attn: Cassandra Yamasaki
Email: cyamasaki@naac.org

20. Performance

20.1. The Parties agree to perform diligently, and in good faith, all actions required hereunder, including, but not limited to, the execution of any other documents and the taking of any actions reasonably required to effectuate the terms of the Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain approval and adoption of the Agreement by the Commission. The Parties agree to not contest in this Proceeding, or in any other forum, or in any matter before the Commission, the recommendations contained in the Agreement.

SETTLEMENT OFFER PROTECTED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION RULES OF PRACTICE AND PROCEDURE RULE 12.6, CALIFORNIA EVIDENCE CODE SECTION 1152, THE FEDERAL RULES OF EVIDENCE SECTION 408, AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING THE INADMISSIBILITY OF EVIDENCE OBTAINED THROUGH SETTLEMENT NEGOTIATIONS

20.2. The commitments and obligations in this Agreement only become enforceable upon the Commission’s issuance of a final decision in SCE’s Test Year 2015 GRC that approves and authorizes the terms of the Agreement. In the event of a material delay in the Commission’s issuance of a final decision in SCE’s Test Year 2015 GRC, the parties shall meet and confer to discuss modifications to the proposed resolution, including, without limitation, reasonable extensions of deadlines.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed this Agreement as set forth below.

JOINT MINORITY PARTIES

SOUTHERN CALIFORNIA EDISON
COMPANY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Joint Minority Parties¹ and Southern California Edison Company (“SCE”) (jointly, the “Parties” and each a “Party”). In this Agreement, the Parties agree on a mutually acceptable outcome to issues raised by Joint Minority Parties as an Intervenor in the *Application of Southern California Edison Company (U338E) for Authority to, Among Other Things, Increase Its Authorized Revenues for Electric Service in 2015, And to Reflect That Increase In Rates (A.13-11-003)* (the “Application”).

RECITALS

WHEREAS the Application includes SCE’s forecasts of costs and expenditures for General Rate Case (“GRC”) Test Year 2015 and for years 2016 and 2017.

WHEREAS the Joint Minority Parties have intervened in SCE’s GRC Application, and have raised certain issues of concern to California’s minority and low-income communities, including minority and low-income communities, businesses, and individuals that are in SCE’s service territory.

WHEREAS SCE is committed to providing appropriate opportunities and assistance to the minority communities, businesses, and individuals that it serves throughout southern and central California. Safety and reliability of the electric grid are the top priorities for SCE, as with any electric utility. Thus, providing the referenced opportunities and assistance must necessarily be achieved in a manner consistent with SCE continuing to provide safe and reliable service.

¹ The term “Joint Minority Parties” collectively refers to the National Asian American Coalition, the Ecumenical Center for Black Church Studies, Christ Our Redeemer AME Church of Irvine, the Orange County Interdenominational Ecumenical Council, the Jesse Miranda Center for Hispanic Leadership (which works closely with 25,000 Latino evangelical congregations across the nation), the Chinese American Institute for Empowerment, and the Los Angeles Latino Chamber of Commerce (formerly known as the Latino Business Chamber of Greater Los Angeles).

WHEREAS the Parties desire to resolve all outstanding issues raised by the Joint Minority Parties without further burdening the Parties, the communities they serve, and the California Public Utilities Commission (“Commission”) with further and protracted litigation regarding the Application.

WHEREAS SCE, recognizing the growing number of minorities in its service territory affected by various State policies and activities, including employment, business opportunities and marketing and outreach in connection with affordability and energy conservation, is further developing proactive policies that reflect the demographic changes in its service territory and address the continuing need for energy conservation at affordable rates to serve the interests of all of its customers.

WHEREAS it is recognized by the Parties that SCE’s efforts and activities may depend to some degree upon legislative developments at the federal level and, at the state level, by the evolving nature of the Commission’s orders, rules, and guidance, and by opportunities developed by the Parties through regular interaction and cooperation.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, for good cause, it is hereby agreed as follows:

1. Intent of the Agreement

- 1.1. The Joint Minority Parties and SCE wish to collaborate to mutually benefit and assist underserved and hard-to-reach minority and low-income customers within SCE’s service territory.
- 1.2. The Joint Minority Parties and SCE agree to collaborate in three areas: (1) marketing, education and outreach; (2) supplier diversity; and (3) employment diversity. In addition, the Joint Minority Parties and SCE agree to exchange ideas through leadership meetings between executives from each organization.

1.3. The Joint Minority Parties and SCE recognize and acknowledge the rapidly changing energy policy environment relating to, among other areas, renewable energy, climate change, and rate structures. This increases the complexity of communicating impacts, programs, and services to underserved and hard-to-reach communities.

1.4. SCE is a leader in promoting both supplier and employment diversity opportunities. As such, SCE recognizes the significant benefits that spring from a diverse supplier community and diverse workforce and is therefore committed to continue to support efforts to spur diversity in these areas.

2. Outreach and Marketing

2.1. The Joint Minority Parties and SCE agree that reaching minority and low-income customers is key to providing the benefits that are available through Commission-authorized programs. Toward this end, the Joint Minority Parties and SCE will work together to establish criteria and metrics to evaluate current efforts to reach minority and low-income customers. SCE will commit to share current and near-term measurement efforts to this end with the Joint Minority Parties and consider proposals to change, modify, and improve either the effectiveness criteria or metrics based on the Joint Minority Parties' knowledge of working closely with these communities. Any changes to the effectiveness criteria or metrics must conform to and be consonant with any existing Commission-authorized constraints. Alternatively, the Joint Minority Parties will support SCE in the event that SCE (in its sole discretion) elects to seek additional funding or other changes in the appropriate future Commission proceeding(s).

2.2. Low-Income Programs

2.2.1. Commission decision D.12-08-044 in Commission Application A.11-05-017 provides SCE's current funding and program requirements and guidelines for the California Alternative Rates for Energy ("CARE") and Energy Savings Assistance ("ESA") Programs for years 2012 to 2014. The Commission is expected to direct SCE to file in November 2014 its application for 2015 to 2017 programs and budget for the CARE and ESA programs serving SCE's low income customers (the "CARE-ESA application"). That CARE-ESA application will address the CARE and ESA program plans, funding, and administration.

2.2.2. SCE contracts with third parties, including community and faith-based organizations, to conduct CARE outreach and enrollment, enroll eligible customers, and implement feasible measures for the ESA Program. As part of the

development of the CARE-ESA application, SCE will seek and consider stakeholder input. To help ensure feedback is received from a broad base of minority and low-income communities represented by the Joint Minority Parties, SCE will commit to inviting each Joint Minority Party, and, to the extent feasible, each organization specifically identified by the Joint Parties, to these stakeholder meetings. SCE also agrees to consider proposals or suggestions from the Joint Minority Parties that are received sufficiently in advance of the date that SCE must submit the CARE-ESA application.

- 2.2.3. SCE will provide marketing and outreach to all customers on relevant rate education and energy management tools, including Budget Assistant. SCE will also provide supplemental outreach to help reach low-income and minority communities as representative of SCE's customer population by working with Community Based Organizations ("CBOs"), faith-based organizations ("FBOs"), government agencies, disability and senior collaboratives, senior centers, and regional centers.

2.3. Safety and Rate Impact Communications

- 2.3.1. SCE is presently discussing with the Joint Minority Parties efforts to further enhance its distribution of safety and rate impact communications to ethnic and underserved populations, and is open to examining how the Parties can collaborate to identify new, effective channels to reach these audiences. For example, SCE is exploring with the Joint Minority Parties the possibility of including safety or rate information through community outreach to ethnic and underserved populations, including food banks at organizations affiliated with the Joint Minority Parties. In addition, SCE is interested in exploring the concept of providing safety videos to faith-based organizations aligned with Joint Minority Parties, for churches to display in their church centers or food banks outside of services, as well as through community and/or faith based organizations and outreach at workshops and large, educational special events designed to reach ethnic and underserved populations. These partnership opportunities are of interest for SCE in terms of continued exploration and, potentially, a pilot program to identify and assess effective channels for public education on these important topics.
- 2.3.2. In 2012, Edison International initiated a pilot of a school-based safety program targeting underserved communities at seven elementary schools educating 4,400 students. In 2013, the company expanded the pilot in schools in underserved

communities such as Martin Luther King, Jr. Elementary School in Compton, California. The production was showcased at 11 elementary schools educating more than 6,500 students. This program is titled “A Bug’s Light” and is a touring theater production focused on teaching safety behavior around electricity. As a result of the program being very well-received by students, faculty, and school administration, in 2014 SCE will continue and expand the program to serve 40 elementary schools throughout SCE’s service territory. SCE invites Joint Minority Parties to attend a 2014 performance of this program. While effective in reaching elementary school children, “A Bug’s Light” is not appropriate for middle school or high school students. SCE is exploring programs to reach these audiences with safety information and welcomes a proposal from the Joint Minority Parties in this regard, targeting underserved communities.

2.4. Community Forums and Capacity-Building

- 2.4.1. SCE currently operates a number of community forums and workshops aimed at disseminating information on safety, energy efficiency and other programs beneficial to minority and low-income customers. These efforts include:

Community Forums. SCE’s Local Public Affairs’ (“LPA”) Strategic Engagement team, in collaboration with Community Investment, Customer Service, and Regional Managers, organize and conduct community forums. Since 2010, these forums have reached more than 5,000 customers and community leaders, and 175 organizations. The forums are designed to reach and include hard-to-reach customers through the use of third-party organizations. Forums focus on disseminating information critical to customers, including electrical safety, low-income and medical baseline programs such as Family Electric Rate Assistance (“FERA”) and CARE, energy efficiency, and conservation.

Capacity-Building Workshops. In collaboration with Community Investment and regional nonprofit management entities, LPA has conducted 30 Capacity-Building workshops for more than 175 community-based organizations to provide information supporting grassroots nonprofit groups’ efforts to increase their capacity to serve low-income and underserved communities. Representing a collaboration of LPA, the Center for Nonprofit Management, Leader Education for Asian Pacifics, and others, the workshops focus on: (1) fundraising; (2) grant-writing; (3) board and staff development; (4) financial accountability; and (5) effective use of social media. All events incorporate electric industry messages such as electrical safety, and encompass programs for low-income, medical baseline and underserved customers.

As part of the effort to help ensure this information is widely available to minority and low-income communities that are served by the Joint Minority Parties, SCE will commit to inviting the Joint Minority Parties to consider actively participating in these community forums and workshops. SCE and the Joint Minority Parties each commit to designate a single point of contact to coordinate participation in these events.

2.5. Diverse Business Outreach

2.5.1. SCE has long-established outreach efforts targeting underserved business communities using in-language and culturally relevant assistance by SCE's Energy Efficiency Outreach Team. This team resides within SCE's Business Solutions organization, and works with the extensive and diverse small business population, providing in-language services in Spanish, Mandarin, Cantonese, Korean, and Vietnamese. The team delivers education regarding energy management solutions, rates, incentive programs, and safety topics. Typical outreach includes presentations to ethnic and faith-based business organizations, SCE-sponsored small business forums, door-to-door energy walks in underserved communities, business expos and trade shows, and signature events which recognize energy champions from diverse communities. SCE commits to inviting interested Joint Minority Party organizations (as specifically identified by the Joint Minority Parties) to consider actively participating in SCE-sponsored small business forums.

2.5.2. SCE will update and deliver a comprehensive seminar to the Joint Minority Parties (and other organizations as specifically identified and invited by the Joint Minority Parties) that provides information on all the resources available (i.e., a "resource guide"). SCE will consider input from the Joint Minority Parties as part of the ongoing dialogue for any revisions to these programs for the future.

3. Supplier Diversity Programs

3.1. To further strengthen these efforts, the Joint Minority Parties and SCE agree to collaboratively support the following activities referenced in sections 3.2 through 3.5.

3.2. SCE has increased Diverse Business Enterprise ("DBE") spend significantly from \$510 million in 2009 to almost \$1.5 billion in 2013. While these accomplishments are meaningful, SCE acknowledges there is much work to be done to maintain these levels of diverse spending for goods and services. Accordingly, the Joint Minority Parties agree to support the capital spending requests contained in the Application, since that

capital spending represents the primary source for these DBE contract opportunities. If the Commission approves SCE's GRC capital request, SCE will strive to maintain these levels of DBE spend over the 2015-2017 period and will attempt to continue to grow the DBE supplier base. The Parties acknowledge that SCE may modify its capital spending requests as a result of Commission guidance, developments in the litigation of the Application, or efforts by SCE to reach settlement(s) with other parties in connection with the Application.

3.3. In an effort to increase transparency of the DBE program, SCE indicates that it is willing to review the current GO 156 filing with the Joint Minority Parties to promote greater transparency that could benefit small businesses in California.

3.4. SCE and the Joint Minority Parties wish to help support long-term goals for small/medium minority-owned businesses that should create greater supplier competition and generate more California jobs. Accordingly, SCE will commit (over a three-year period) a total of \$2.5 million dollars to innovative technical assistance directed at small/medium sized minority-owned local businesses, consistent with the current Entrepreneurial, Development, Growth and Education ("EDGE") program. The Joint Minority Parties shall support this commitment by SCE, including but not limited to supporting SCE in connection with any inquiry or examination of this commitment by the Commission or any other stakeholder. In order to maximize input from small/medium minority-owned businesses, so that the financial commitment by SCE can be used as meaningfully as reasonably possible, SCE will meet with the Joint Minority Parties and small/medium minority-owned businesses leaders in or by 2014. At this meeting, the Parties and small/medium minority-owned business leaders will work together to help craft appropriate criteria and parameters that can increase small/medium minority-owned business contract procurement and spur California job development.

3.5. SCE, in its commitment to DBEs, will continue to conduct outreach to energy efficiency firms to provide direct contracting (Tier 1) opportunities for DBE suppliers. SCE will also coordinate with the Joint Minority Parties to conduct a specific outreach event in energy efficiency programs for SCE's "Meet the Prime" program for subcontracting (Tier II support), in order to maximize opportunities to support DBE suppliers.

4. Employment Diversity Efforts

4.1. SCE has one of the most diverse work forces in California. In order to maintain this leadership position, SCE commits to take the following actions: (1) Create a 3-5 year plan aimed at increasing diversity in senior management; and (2) File testimony in

SCE's next GRC (either Test Year 2018 or as directed by the Commission) that outlines SCE's efforts to increase employment diversity.

- 4.2. To support opportunities for Veterans returning from active duty, SCE intends to hire or designate an employee to serve as a full-time Veterans Coordinator. The Veterans Coordinator is expected to be responsible for coordinating and shaping Company-wide interactions and policies to improve employment opportunities for qualified women and men returning home from active duty. The Joint Minority Parties and SCE believe that the establishment of the Veterans Coordinator position within SCE is an essential aspect of this Agreement, since it designates a specific SCE employee dedicated to addressing Veterans issues for SCE and monitoring improvements and refinements by SCE.
- 4.3. SCE also supports efforts with regard to transparency in compensation and competitive pay practices. As in the Test Year 2015 GRC, SCE agrees to undertake the following: (1) Solicit competitive proposals for a Total Compensation Study ("TCS") prior to filing the next GRC application. As part of this TCS study, SCE will again seek Los Angeles Department of Water and Power ("LADWP") participation as a comparator company. (The Parties acknowledge that the LADWP is not required to and cannot be forced to participate). (2) SCE will invite the Joint Minority Parties and other intervenors to comment on the comparator companies selected for the TCS.

5. Leadership Meetings and Other Commitments

- 5.1. Leadership from the Joint Minority Parties and SCE executives will meet quarterly to discuss status and planning of activities to implement the commitments made in this Agreement. At least one of these meetings each year will be scheduled in a manner that includes the participation of the President of SCE (or Senior Executive if the President is unavailable) and other key executives, in order to review and discuss affordability issues, energy generation issues, marketing, outreach, service quality, employment diversity (including at senior levels), and supplier diversity, as well as special efforts on behalf of returning service veterans and other matters of concern to SCE and the Joint Minority Parties.
- 5.2. SCE will consider a total of up to three nominations to its Consumer Advisory Panel ("CAP") or its Small Business Advisory Panel ("SBAP") from the Joint Minority Parties when there are openings. SCE will give careful consideration to each nomination, although SCE will be solely responsible for selecting CAP and SBAP members. The SBAP is committed to a balanced industry representation that reflects the diversity of small business customers in SCE's service territory.

5.3. SCE will file testimony in SCE's next GRC (either Test Year 2018 or as directed by the Commission) detailing SCE's efforts to engage with community-based organizations. This testimony showing will include, but is not limited to, the collaborative efforts with the Joint Minority Parties.

6. Entire Agreement

6.1. This Agreement embodies the entire understanding and agreement of the Parties with respect to the matters described, and it supersedes prior oral or written agreements, negotiations, statements, representations, or understandings among the Parties with respect to those matters.

7. No Precedential Value

7.1. This Agreement represents the agreement between the Parties to the facts and law as specified. The Parties agree that pursuant to Rule 12.5 of the Commission's Rules of Practice and Procedure, unless the Commission provides otherwise, this Agreement does not constitute precedent regarding any principle or issue in this proceeding or in any future proceeding. In entering into this Agreement, neither party waives any right to assert any defense under any applicable law, including specifically whether any such law or regulation is, in fact, applicable to the transactions, activities, or entities reflected in this Agreement. Further, nothing in this Agreement affirms or otherwise admits that there exists or has existed any violation of or non-compliance with any applicable law, and SCE specifically denies any violation of, or non-compliance with, any applicable law. Except as provided for herein, each Party reserves its right to advocate, in other proceedings, positions, principles, assumptions, defenses, arguments and methodologies which may be different than those underlying this Agreement.

8. Reasonableness

8.1. The Parties agree that this Agreement is reasonable, consistent with law, and in the public interest.

9. Construction

9.1. The Parties agree that this Agreement shall not be construed against any Party because that Party, or its counsel or advocate, drafted the provision.

10. Modification/Amendments

10.1. The Parties intend that the Agreement shall be interpreted and treated as a unified, integrated agreement. This Agreement may be amended or changed only by a written agreement signed by the Parties.

11. Interaction with Other Proceedings

11.1. To the extent that issues covered under this Agreement arise in other proceedings before the Commission during the life of this Agreement, the Parties shall attempt to meet and confer to discuss the potential impact of any decisions issued in other proceedings which impact the terms of this Agreement. To the extent the Commission requires specific action in other proceedings regarding any provisions covered in this Agreement, the Parties recognize that other efforts to meet the general commitments set forth in the Agreement may be delayed or modified in order to comply with such specific requirements in other proceedings.

12. Captions

12.1. Captions are included for reference only, and are not intended to affect the meaning of the contents or the scope of this Agreement.

13. Choice of Law

13.1. This Agreement shall be governed by and construed in accordance with California law, notwithstanding otherwise applicable conflicts of law principles. Each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under California law, but if any provision herein shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

14. Counterparts

14.1. This Agreement may be executed in counterparts, which taken together shall constitute an original. Facsimiles or PDFs of original pages shall be binding on the Parties to the Agreement. The Parties shall exchange original signed counterparts as soon as reasonably possible.

15. Extension of Deadlines

- 15.1. All time deadlines set forth in this Agreement are subject to extension by mutual agreement of the Parties as set forth in writing. If a Party seeks an extension, such request shall not be unreasonably refused.
- 15.2. Force majeure events that materially affect SCE's ability to implement the Agreement as planned, such as: (i) acts of nature (e.g., landslides, earthquake, storms, hurricanes, flood); (ii) lack of availability of qualified consultants to perform tasks specified hereunder within the specified timelines; (iii) riots, terrorism, war, civil disturbances or sabotage; or (iv) changes in law, shall excuse SCE's obligations under this Agreement and/or SCE's late performance of obligations under the Agreement.

16. Jurisdiction to Enforce

- 16.1. The Parties agree that the Commission retains jurisdiction to enforce the terms of this Agreement and resolve any disputes regarding the Parties' performance under the Agreement.

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Email: Mike.Marelli@sce.com

With a copy to: Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attn: Megan Scott-Kakures
Email: Megan.Scottkakures@sce.com

If to the Joint Minority Parties:

National Asian American Coalition
15 Southgate Ave., Ste. 200
Daly City, CA 94015
Attn: Cassandra Yamasaki
Email: cyamasaki@naac.org

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20.1. The Parties agree to perform diligently, and in good faith, all actions required hereunder, including, but not limited to, the execution of any other documents and the taking of any actions reasonably required to effectuate the terms of the Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain approval and adoption of the Agreement by the Commission. The Parties agree to not contest in this Proceeding, or in any other forum, or in any matter before the Commission, the recommendations contained in the Agreement.

SETTLEMENT OFFER PROTECTED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION RULES OF PRACTICE AND PROCEDURE RULE 12.6, CALIFORNIA EVIDENCE CODE SECTION 1152, THE FEDERAL RULES OF EVIDENCE SECTION 408, AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING THE INADMISSIBILITY OF EVIDENCE OBTAINED THROUGH SETTLEMENT NEGOTIATIONS

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed this Agreement as set forth below.

JOINT MINORITY PARTIES

SOUTHERN CALIFORNIA EDISON
COMPANY

Print Name: _____



Print Name: Ronald O. Nichols

Title: _____

Title: Senior Vice President

Date: _____

Date: 12/19/14

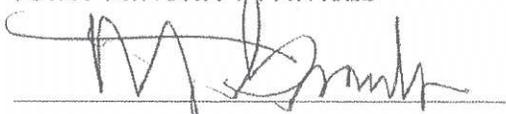
SETTLEMENT OFFER PROTECTED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION RULES OF PRACTICE AND PROCEDURE RULE 12.6, CALIFORNIA EVIDENCE CODE SECTION 1152, THE FEDERAL RULES OF EVIDENCE, SECTION 408, AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING THE INADMISSIBILITY OF EVIDENCE OBTAINED THROUGH SETTLEMENT NEGOTIATIONS

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JOINT MINORITY PARTIES

SOUTHERN CALIFORNIA EDISON
COMPANY



Print Name: ROBERT GNAIZDA Print Name: _____

Title: _____

Title: _____

Date: 11/6/12

Date: _____