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

City of Lancaster,

Complainant,

vs.

Southern California Edison Company (U338-E),

Defendant.

C.16-06-006
(Filed June 7, 2016)

SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E)
ANSWER TO COMPLAINT

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Dated: June 22, 2016

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City of Lancaster,

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**SOUTHERN CALIFORNIA EDISON COMPANY’S (U 338-E)
ANSWER TO COMPLAINT**

Pursuant to Rule 4.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission or CPUC) and Rule 26 of the Community Choice Aggregation (CCA) Code of Conduct and Expedited Complaint Procedure (Attachment 1 to Decision (D.) 12-12-036), Southern California Edison Company (SCE) respectfully submits this Answer to the Complaint of the City of Lancaster (Lancaster or Complainant).

Lancaster was the first municipality to establish a CCA program in SCE’s service territory. When Lancaster’s CCA program, Lancaster Choice Energy (LCE), launched in May 2015, SCE timely commenced billing to Lancaster’s customers. Lancaster now seeks a Commission order directing SCE to immediately implement billing and rebilling procedures impacting a subset of net energy metering (NEM) customers. It further seeks an order directing SCE to remedy alleged problems with bill presentment of generation charges. The timeline for the relief requested is no later than three (3) months from issuance of a Commission decision in this matter. The Complainant further seeks an order directing SCE to immediately issue notices

to all of Lancaster’s customers notifying them of alleged problems with billing and charges and presenting a plan and timetable for remedial action. Finally, the Complainant seeks a Commission order directing SCE to reimburse Lancaster for its unspecified costs and expenses, including unquantified attorney fees.

SCE responds to each request for relief in the Background and Summary section, below. For reasons more fully explained here and in SCE’s concurrently submitted testimony, SCE respectfully requests that the relief sought in the Complaint be denied.

I.

BACKGROUND AND SUMMARY

A. NEM Customers Will Be Made Whole Under A Reasonable Timeline Involving Small Refunds

Lancaster seeks NEM-related billing system changes to implement modified tariff provisions adopted by the Commission in February 2016 that benefit a subset of NEM customers who “net produce” energy on a given month to offset cost responsibility surcharge (CRS) charges incurred over the course of a twelve-month period (the “Relevant Period” for NEM customers). The February 2016 tariff changes were initially prompted by Lancaster a few months earlier when it identified and expressed concerns relating to how SCE’s then-effective tariffs treated CRS credits for NEM net producers. After giving Lancaster’s concerns serious and fair consideration, SCE swiftly devised a detailed plan to voluntarily seek Commission approval to modify its tariffs to address Lancaster’s concerns.

As explained in more detail in the accompanying testimony of Lisa Cagnolatti, Erin Pulgar and Dustin Kempf, the system changes will take effect this November (2016), just one month after the vast majority of impacted NEM customers of Lancaster would first be entitled to realize actual annual bill *savings* under the NEM netting rules given that (pursuant to the tariffs) the credits are actually “trued up” to offset charges only at the end of the customers’ twelve-

month Relevant Periods.

Despite the time it takes to automate CRS-related changes, *all NEM customers will be made whole with a rebill*. The bill impact is modest for over 97% of customers, at approximately seventy-three cents (\$0.73) on average per month (or an average of \$8.78 at the end of the Relevant Period). Moreover, SCE already indicated in an advice letter—that Lancaster did not protest—that rebills may be effectuated if the complicated system changes take time to implement.¹ Furthermore, in SCE’s April 15, 2016 letter to Lancaster, SCE made it abundantly clear that the billing systems modifications would be completed by year-end, and now that timeline has been accelerated by one month.² SCE later confirmed that rebills would be effectuated within 30 days of when the billing system modifications are implemented, and that is still the case. SCE has never neglected its commitment to rebill affected NEM customers and issue the small refunds to eligible customers.

B. Commission-Approved Bill Presentment Changes Went Into Effect A Few Days After the Complaint Was Filed, With Additional Changes Set To Take Place By January 2017

Lancaster also seeks bill presentment changes that would permit customers to see a more detailed breakdown of generation charges so that the portion of the customers’ consolidated bill looks similar to SCE’s portion detailing Delivery charges. This is a reasonable request, but it will take SCE until January 2017 to fully implement. In the meantime, just a few days after the Complaint was filed, SCE implemented interim changes that make significant improvements to the bill presentment. These interim changes are entirely consistent with an advice filing SCE

¹ Advice 3308-E makes it clear that “changes to SCE’s billing system are necessary to accommodate this change [and that] a rebill may be necessary once the system changes are complete.” Complaint, Exhibit 5, Attachment 2, p. 5.

² Specifically, SCE’s Information Technology (IT) organization is presently conducting ten different test scenarios and may require additional test scenarios. However, IT currently anticipates that those billing system modifications will be completed in or about November 2016. SCE shall continue to update Lancaster on the status thereof.

made in November 2015 in which it indicated clearly that the changes (not styled at the time as “interim” changes) would happen by June 2016 (as they have). Lancaster did not protest that filing. The Commission approved the timeline set forth in the filing, and now SCE is redoubling its efforts to show even more detail consistent with good faith discussions it has had with Lancaster over many months.

In stark contrast to the Complaint’s narrative, SCE consistently worked with Lancaster to find constructive solutions to Lancaster’s requests for further details on the bills, and that collaborative process resulted in a meeting of the minds in March 2016 by key personnel at SCE and Lancaster, outside the presence of their attorneys, about next steps forward. SCE is delivering on those commitments. It implemented an interim solution to modify certain content in the bills for Lancaster’s customers, initiated the process for the billing system modifications to fully address Lancaster’s remaining requests for additional bill details and to implement the CRS-related changes, and has kept (and continues to keep) Lancaster updated on its progress towards implementing the billing system modifications. SCE was responsive to Lancaster’s requests and remains committed to working with Lancaster to meet those expectations that are reasonable, consistent with SCE’s tariffs, and fair to SCE’s other customers.

The remainder of this section offers additional background information on the bill presentment allegations. In May 2015, SCE provided Lancaster with a sample Utility Distribution Company (UDC) bill generated from SCE’s system test environment for review. This sample bill followed the existing layout and structure utilized by SCE for its Direct Access (DA) customers whose ESP elect to use UDC consolidated billing. On May 19, 2015, Lancaster transmitted a brochure published by Marin Clean Energy (MCE), which includes a sample MCE/Pacific Gas & Electric Company (PG&E) consolidated bill. Lancaster requested that SCE’s bill be modified to display LCE’s charges with more detail. SCE promptly responded and advised Lancaster that SCE would review and assess proposed changes with other SCE departments (including its IT and Regulatory Operations (RO) organizations). At that time and

based upon the limited issue raised relative to detailing LCE charges in a more granular fashion, SCE projected that it could implement changes by the end of 2015 or the beginning of 2016.

However, as discussions progressed, Lancaster pressed SCE to make additional bill changes and sought to make the bills conform more to the MCE/PG&E bill. Notably, MCE was California's first CCA program (launching in or about 2010) and the MCE/PG&E bill has been developed over the multi-year relationship between MCE and PG&E. SCE was amenable to addressing Lancaster's concerns about bill presentation and it continually provided suggestions for alternatives when a number of Lancaster's proposed changes proved unworkable either due to billing system limitations or to regulatory restrictions (to the extent the requested changes impacted standard content in all SCE customer bills). SCE and Lancaster continued to communicate over potential bill changes, and over time Lancaster's requested changes became focused on getting Lancaster's generation-related charges to look more like the generation charges SCE assesses on bundled service customers' bills.

From May 2015 through March 2016, SCE and Lancaster were in continual communication via electronic mail, conference calls and in-person meetings to explore ways SCE could cost-effectively and promptly meet Lancaster's desire for additional information on the bills. Those communications included multiple exchanges of "mock-ups" of the bills incorporating Lancaster's evolving requests and SCE's proposed changes to address them.

While those discussions continued, SCE submitted Advice 3248-E on July 22, 2015 wherein, among other things, SCE sought approval of a change to its CCA bill format "filed form." SCE explained in that filing that the electric Direct Access format of Form 14-574.1 "is now being utilized to also include billing services for Community Choice Aggregators"³ and that its consolidated billing services for CCAs "contains both SCE and CCA charges [and] is identical to the Direct Access bill format in terms of layout and structure."⁴ SCE showed a

³ Complaint, Exhibit 5, Attachment 3, p. 3 (original source pagination).

⁴ *Id.*, p. 5.

sample of the then-current CCA bill and a different screen shot of a proposed revised CCA bill that, at the time, was slated to be implemented in November 2015.⁵

It eventually became clear that the complicated nature of the changes being requested by Lancaster (including expanded fields, updated hard-coded field labels, and expanded line item and character limits) would require a substantial upgrade to SCE's Electronic Data Interface (EDI) system. SCE expressed to Lancaster on numerous occasions that implementing the detailed level of changes they sought would require a specialized service agreement whereby Lancaster would pay for the costs of bill re-design. Lancaster balked at paying for requested changes via a service agreement and suggested that SCE could implement the changes in connection with some other SCE bill re-design project to reduce the cost to Lancaster. Notably, multiple changes Lancaster requested (including those related to fixed verbiage for customer terms and conditions) were infeasible as they would have required changes to the master bill format covering all SCE customers.

Relative to certain changes that did not require a substantial EDI update, SCE informed Lancaster in early September 2015 that SCE's ability to make bill changes of any kind would take time due to the initiation of a major upgrade to SCE's bill printing software, which deferred all pending bill changes until they were implemented in March 2016. Accordingly, SCE submitted Advice 3248-E-A on November 16, 2015, as a supplement to pending Advice 3248-E referenced above, and advised that the previously described CCA bill format change would be extended to the second quarter of 2016.⁶ Notably, on November 30, 2015, Lancaster submitted a response—not a protest—to Advice 3248-E-A stating, “Lancaster commends SCE for working to refine its bill presentation” and “respectfully requests an opportunity to work collaboratively with SCE to finalize and implement additional bill refinements that will ensure LCE's generation charges are shown on LCE customers' bills in a comparable manner to the way in which SCE's

⁵ See Complaint, Exhibit 5, Attachment 3, Advice 3248-E, pp. 4-5.

⁶ See Complaint, Exhibit 5, Attachment 4, Advice 3248-E-A, p. 1.

generation charges are shown on its customers' bills."⁷ On December 8, 2015, the Commission approved the advice letter, including SCE's proposed timing for implementing bill presentment changes by the second quarter of 2016. Those interim changes went into effect on June 16, 2016, nine days after Lancaster filed this Complaint, and will be reflected in SCE bills for Lancaster customers issued after that date. The initial interim changes reposition the detail concerning electricity usage and charges in a manner that Lancaster requested at a March 15, 2016 meeting.

At that same meeting, Lancaster and SCE also agreed to longer-term bill presentment changes, in addition to those SCE sought in its Commission-approved advice letter detailing CCA bill format changes. Those agreed-upon changes require modifications to SCE's EDI and are slated for completion in January 2017. SCE employees made several efforts to explain to their counterparts at Lancaster why their requested changes required substantial time to complete due to the complex billing systems that SCE employs to serve millions of bundled service customers in its service territory, and tens of thousands of customers it shares with Lancaster. Changes are typically required to SCE's billing systems whenever there are changes to tariffs, bills or revenue reporting. Structural changes to the billing systems typically take anywhere from six to eighteen months for SCE's IT organization to implement and test for release. Modifications of billing systems (and related software and/or platforms) includes multiple stages: analysis, design, build, testing, implementation and post-implementation support. IT completes extensive testing, including system testing, regression and user acceptance, in order to implement the changes to SCE's system landscape.

Extensive testing is needed to confirm that system changes were properly made and that they do not result in adverse impacts on other integrated applications in SCE's system landscape. Billing systems provide data to other applications that collect and process the data to provide additional functionality to customers (*e.g.*, online customer features at SCE.com) and internal

⁷ See Complaint, Exhibit 5, Attachment 5, p. 2.

revenue and financial reporting processes. Hence, a change in the billing system impacts other applications and vice versa. IT's analysis of impacts before any billing systems changes are made is the unavoidable first step that must be taken before implementation even commences. More importantly, each time Lancaster altered the nature and scope of requested changes to the bills, IT was required to conduct a new analysis to assess what impacts those modified changes would have to SCE's system landscape, including changes to both billing systems and other applications arising from other projects for other SCE customers and regulatory-mandated projects.

The upgrade of SCE's billing printing software deferred all billing changes until its completion in March 2016. The changes in tariffs related to the decision in SCE's 2015 General Rate Case caused multiple system changes that scheduled for implementation from December 2015 (shortly after the decision issued) through July 2016. In addition, a number of changes were made to the billing system to implement changes to the default residential tiered rates as a result of the Residential Rate Design OIR (R.12-06-013), one component of which involved collapsing four tiers to three on June 1, 2016 on the same date that SCE was implementing rates authorized in Phase 2 of its General Rate Case (a proceeding entirely separate from Phase 1 of the GRC referenced above). The Residential Rate Design OIR also included time-sensitive mandates for opt-in time-of-use (TOU) pilots in furtherance of extremely important Commission objectives, involving releases in May 2016, July 2016, and December 2016.

As noted earlier, the interim billing changes agreed to by SCE and Lancaster have already been implemented as of the date of this submission. The system modifications to address the remaining agreed-upon changes are in progress and include expanding fields available to be transmitted via EDI, updating hard-coded field labels on bills, and expanding line item and character limits to be consistent with those in place for SCE's bills to bundled customers. Those modifications require changes to SCE's billing system and bill printing system. This project must complete testing in the same system environment as other IT projects, including the CRS/NEM project referenced directly above. As a large number of applications

use the same bill printing platform, the LCE bill presentment changes need to be coordinated with activity from those applications and more complex testing must be performed to mitigate the risk of negative impacts on other applications. Nonetheless, SCE still projects completion of the final bill presentment changes by January 2017.

SCE has kept Lancaster continually apprised of the status of the billing system modifications. As recently as June 3, 2016 (four days before the Complaint was filed), Ms. Lisa Cagnolatti, Vice President of SCE's Business Customer Division, personally sent an update to Lancaster (and the Commission) that detailed the progress of all of the modifications and confirmed the interim bill changes remained on track for June 2016 implementation (which have since been timely completed). She also confirmed that the other billing presentment-related system changes and the NEM-related systems changes remained on track for completion by or before January 2017.

C. Lancaster's Request For Immediate Notification To LCE Customers Of "Problems With Billing And Charges" Is Unwarranted

Complainant also requests an order that SCE "immediately issue notices to Lancaster's customers, notifying them of current problems with billing and charges and presenting a detailed plan and timetable for remedial action." This is neither reasonable nor prudent from a customer service standpoint. As discussed above and in the concurrently submitted testimony, the CRS-related changes impact only a subset of Lancaster's NEM customers who "net produce," and, even as to them, the precise rebill amounts have not been computed but are expected to amount—on average—to under seventy-five cents a month for the vast majority of customers. More importantly, over 93% of these customers would not be entitled to bill reductions owing to the CRS change until October 2017 because that is when their Relevant Period ends and when the true-up is due under the tariffs. Blasting customers with a letter about expected "credits" would be premature given that the credits are projected to be implemented one or two months (at most) after the end of the Relevant Period for most customers, and the amount of the credit is

small. SCE does not have a practice of notifying its customers in advance of rebills; it does so at the time of the rebill, when the issue is ripe and the amount owed has been quantified on a customer-specific basis. To do otherwise will create unreasonable customer confusion.

Any related or separate notice about bill presentment changes is also unwarranted. SCE implemented Commission-approved changes to its CCA consolidated bill format on June 16, 2016. In less than half a year's time, customers will begin seeing even more bill detail. Lancaster has offered no evidence to suggest that its customers have been harmed by the anticipated implementation date of the longer-term changes on the bills to which SCE has agreed in good faith. Nothing precludes Lancaster from communicating to its own customers about additional changes it has negotiated with SCE to give customers even more detail than they are already currently receiving.

D. The Commission Is Barred From Granting Attorneys' Fees To Lancaster

Complainant also seeks reimbursement of its "costs and expenses" associated with the Complaint. However, the only "cost" or "expense" identified in the Complaint relates to the attorneys' fees being incurred by Lancaster's counsel, the amount of which was neither stated nor substantiated by sworn testimony.⁸ The Commission has repeatedly held that it lacks jurisdiction to award damages (as opposed to reparations). *PT&T Co.*, 72 CPUC 505, 509 (1971); *Diener v. PG&E*, 2011 Cal. PUC LEXIS 431 (D.11.09-027). "Reparatory relief is limited to a refund or adjustment of part or all of the *utility charge* for a service or group of related services. Consequential damages on the other hand is an amount of money sufficient ...to replace the value of performance of a breached obligation." *Day*, 2006 WL 1971356, at *1 (D.06-03-012) (emphasis added).

Specifically, the Commission has held that this restriction barring Complainants from

⁸ See Rule 25 of the CCA Code of Conduct and Expedited Complaint Procedure ("the complaint shall be accompanied by ... prepared testimony supporting the complaint....").

receiving damages extends to the recovery of attorneys' fees and costs of bringing a proceeding. See *California Electronics, Inc. v. Pacific Bell*, 41 CPUC 2d 196, 1991 WL 556999 (Cal. P.U.C.) (dismissing complainant's request for attorneys' fees and costs incurred to bring disconnection of service complaint and stating that "[t]he Commission has held repeatedly that it is without authority to award damages or the costs of bringing suit."); *King Alarm Systems, Inc.*, 80 CPUC 267, 1976 WL 36472, at *18 (Cal PUC) ("The Commission has repeatedly held that it has no jurisdiction to award costs of prosecuting a complaint.")

Nothing in the CPUC's Rules of Practice and Procedure, the Code of Conduct and Expedited Complaint Procedure, or prior Commission decisions allows for the recovery of attorneys' fees or costs by the Complainant in this action. The authorities cited by Complainant² are inapposite and provide no basis upon which Complainant may receive an award or reimbursement of attorneys' fees and costs, as explained below and as may be supplemented through legal briefing, if necessary.

Specifically, *San Pablo Bay Pipeline*, *Consumers Lobby* and *Serrano* pertained solely to the common fund doctrine, an equitable exception to the general rule that a party is only entitled to an award of attorney fees if there is specific authorization therefor by statute or private agreement. The common fund doctrine may be invoked only where there is a legal action brought by a plaintiff for the benefit of a large number of persons that results in the creation of a remedial fund of money from which all of those persons derive benefits. As a result of the plaintiff's creation of such a common fund following success on the merits of the underlying action, the court may exercise its equitable power to require the passive beneficiaries (*i.e.*, the other individuals entitled to share in the common fund) to bear a fair share of litigation costs in the form of attorneys' fees taken out of the common fund and paid to the plaintiff's counsel.

² Specifically, these are *San Pablo Bay Pipeline Company, LLC v. Public Utilities Commission* (2015) 243 Cal.App.4th 295, 316, *Consumers Lobby Against Monopolies v. Public Utilities Commission* (1979) 25 Cal.3d 891, *Serrano v. Priest* (1977) 20 Cal.3d 25, 34-36; and *San Joaquin Valley Power Authorities v. Pacific Gas and Electric Company*, June 16, 2008 (D.08-16-016).

See, e.g. Serrano, supra, 20 Cal.3d at 35 and Consumers Lobby, supra, 25 Cal.3d at 906-907.

Notably, the common fund doctrine is inapplicable unless the plaintiff has effected the creation of an identifiable fund of money out of which plaintiff can recover such fees. *Id.* Here, the Complaint seeks no relief that could create a fund of any kind for Complainant's benefit out of which Lancaster could seek reimbursement of attorneys' fees it may have paid its counsel. Lancaster is not even seeking money for Complaint at all because Lancaster's customers will be made whole from rebills to grant eligible customers CRS-related credits. Even *if* Lancaster were pursuing refunds of charges levied upon CCA customers, which it is not, attorneys' fees out of any "common fund" would *reduce* the customers' refund.

San Joaquin Valley Power Authorities is equally inapposite. Contrary to Complainant's characterization of the Commission's decision there, the Commission did not "grant [the complainant's] request for attorneys' fees reasonably incurred" in that decision. (See Complaint, pg. 20, ¶ 52(b).) Rather, the Commission's decision approved a non-precedential settlement agreement between the parties, one of the terms of which included PG&E's agreement to pay for complainant's attorney's fees accounted for with PG&E's "Below the Line Accounting Procedures."¹⁰ Per CPUC Rule 12.5, the Commission's approval of a settlement does not constitute precedent regarding any principle or issue in the proceeding or in any future proceeding. As such, Lancaster cannot seek or obtain recovery or "reimbursement" of its attorneys' fees in reliance on that decision or any other one it identified.

Even if it were eligible to seek attorneys' fees at the Commission, which it is not, SCE notes that Lancaster has not substantiated the reasonableness of the attorneys' fees it has allegedly incurred. Given that SCE is poised to meet all timelines it has communicated to Lancaster and the Energy Division in this matter, and given the lack of specific allegations as to harm resulting from SCE's expected timeline, it is puzzling why Lancaster would expend fees to pursue this formal complaint. Section II of this Answer addresses this point in further detail.

¹⁰ D.08-06-016, p. 4.

E. The Complaint Should Be Dismissed

SCE believes it has acted reasonably and lawfully, and avers that it has complied with all applicable tariffs, rules, regulations, Commission decisions and laws in its dealings with Lancaster with respect to the matters presented in the Complaint. Therefore, SCE respectfully requests that the Commission deny the relief requested by Lancaster and dismiss the Complaint.

II.

PROPOSED SCHEDULE

The schedule Lancaster proposes on pages 5-6 of its Complaint is consistent with what is set forth in California Public Utilities Code Section 366.2(c)(11)¹¹ and the CCA Code of Conduct adopted in D.12-12-036 to the extent that the proposed deadlines would result in the issuance of a final Commission decision within 180 days of the filing of the Complaint. Because Lancaster filed its Complaint on June 7, 2016, the deadline under the statute for issuance of a final Commission decision would be December 4, 2016. Lancaster's schedule aims for a decision in late August.

SCE does not believe evidentiary hearings are necessary because there are few if any factual issues in dispute, and the legal issues could be fully addressed by concurrent briefing following a prehearing conference where the parties can propose the limited number of issues requiring briefing.

Notwithstanding the foregoing, SCE notes that adjudication of this formal complaint is unnecessary given the anticipated timing of SCE's billing system changes and anticipated rebill timeline. That is because in Lancaster's "Request for Relief" on pages 18-19 of the Complaint, it

¹¹ That statute provides that "[t]he commission shall proactively expedite the complaint process for disputes regarding an electrical corporation's violation of its obligations pursuant to this section in order to provide for timely resolution of complaints made by community choice aggregation programs, so that all complaints are resolved in no more than 180 days following the filing of a complaint by a community choice aggregation program concerning the actions of the incumbent electrical corporation."

seeks an order directing SCE to “remedy the problems with billing and charges within a reasonable amount of time, but in no event more than 3 months from the Commission’s decision in this matter.” Thus, if a decision is issued in late August under Lancaster’s aggressive proposed schedule—and is implemented 3 months later—that would place the parties in November 2016, roughly the same time the CRS billing system modifications are scheduled to take effect. The interim modifications to the bill usage detail were *already* implemented shortly after the Complaint was filed, consistent with the timeline set forth in SCE’s Commission-approved Advice 3248-E-A filed in November 2015. The longer-term changes, that offer even more detail, will be implemented in January 2017 and reflect agreements with Lancaster about the substance of what will be displaced in the generation portion of customers’ bills.

When it adopted the CCA Code of Conduct, the Commission emphasized that it “in general encourages parties to resolve disputes informally rather than filing a complaint, which is a resource-intensive process and imposes burdens on all parties as well as on the Commission.”¹² SCE respectfully submits that the filing of Lancaster’s formal complaint despite SCE’s good faith commitment to Lancaster and the Energy Division that the requested changes would take effect under a reasonable timeline not inconsistent with the timeline set forth in the Complaint militates in favor of dismissal of the Complaint on mootness grounds.

III.

ANSWER TO COMPLAINT

SCE incorporates by reference the affirmative statements made in SCE’s Background and Summary section above. SCE responds to the specific allegations of the Complaint as follows:

1. Answering Paragraph 1 of the Complaint. SCE denies Complainant’s allegations that “SCE is refusing to implement timely billing system changes.” No response is required to the remaining language insofar as Complainant states legal arguments. To the extent that this

¹² D.12-12-036, p. 31.

paragraph contains an allegation that requires any further answer, any such allegation is denied.

2. Answering Paragraph 2 of the Complaint.

- a. In response to Complainant's allegation that "SCE is not providing Lancaster's 3,317 Net Energy Metering ('NEM') customers with the full amount of bill credits," SCE denies that 3,317 NEM customers are entitled to bill credits, which apply only to NEM customers who net produce in a given month. SCE admits that it provides credits to "its own NEM customers" but denies that these customers pay or are credited for all components of the CRS at issue in this Complaint given that bundled service customers are not subject to the CRS in the same manner as CCA customers. However, SCE denies the remainder of this allegation. SCE filed Advice 3308-E, which was approved by the Commission on February 29, 2016 with an effective date of December 13, 2015, permitting CCA and DA Service Eligible Customer-Generators to receive CRS credits in months in which such customers net generate. As stated in Advice 3308-E, "changes to SCE's billing system are necessary to accommodate this change [and that] a rebill may be necessary once the system changes are complete." SCE has already commenced implementation of those billing system changes and those changes are now expected to be completed by November 2016. Thereafter, SCE will rebill affected Lancaster NEM customers and issue refunds where appropriate. The accompanying testimony of Erin Pulgar and Dustin Kempf explain that the vast majority of impacted customers would not enjoy annual bill reductions until October 2016 in any event.
- b. In response to Complainant's allegation that "SCE does not include usage and rate information for Lancaster's generation charges on bills issued to Lancaster customers, but does include usage and rate information to its bundled customers," SCE denies the allegation. As of the date of this

submission, SCE has implemented interim changes to modify certain aspects of the LCE customer bills and those changes were reviewed and approved by Lancaster on or about March 15, 2016. SCE has also commenced upgrades to its EDI that would allow Lancaster to include additional information related to its generation charges in a manner that Lancaster also previously approved on March 15, 2016. The EDI upgrade and related testing are slated for completion by January 2017.

- c. Except as expressly admitted, no response is required to the remaining allegations of this paragraph insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

3. Answering Paragraph 3 of the Complaint. No response is required to this paragraph insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation not already addressed that requires any further answer, any such allegation is denied.

4. Answering Paragraph 4 of the Complaint. SCE admits the allegations contained in subparagraphs (a), (b), (c)¹³ and (d). With respect to subparagraph (e), SCE believes that evidentiary hearings are not necessary in this case because there are no material facts in dispute, the case can be resolved as a matter of law, and the claims for relief will be largely moot if the Commission issues its decision within three months of the late August decision date proposed by the Complainant. With respect to subparagraphs (f) and (g), no response is required insofar as Complainant states legal arguments. To the extent that these subparagraphs contains an allegation that requires any further answer not previously addressed elsewhere, any such allegation is denied.

¹³ SCE's attorney of record is Fadia Rafeedie Khoury, not Janet Combs, and her contact information is on the cover page of this Answer together with contact information of SCE's outside counsel on this matter, Victor Fu.

5. Answering Paragraph 5 of the Complaint. SCE admits that Lancaster is located in northern Los Angeles County, in the High Desert region of the western Mojave Desert. SCE lacks information to confirm or deny the remaining allegations in this paragraph.

6. Answering Paragraph 6 of the Complaint. SCE admits the allegations of this paragraph.

7. Answering Paragraph 7 of the Complaint. SCE admits that Lancaster announced the launch of LCE in May 2015. SCE lacks information to confirm or deny the remaining allegations in this paragraph.

8. Answering Paragraph 8 of the Complaint. SCE lacks information to confirm or deny the allegations in this paragraph.

9. Answering Paragraph 9 of the Complaint. SCE admits that the e-mail exchanges between Martha Dobler of SCE and Barbara Boswell of Lancaster between August 25, 2015 and August 31, 2015, which are included as part of Exhibit 5 of the Complaint, are authentic. The content of such e-mail exchanges speak for themselves.

10. Answering Paragraph 10 of the Complaint. With respect to the allegation that “Lancaster made several additional inquiries with SCE to understand why its NEM customers were receiving disparate treatment, and requested changes to SCE’s practices to obtain relief for its customers,” SCE avers that Complainant fails to provide sufficient information regarding the alleged “inquiries” and requests for changes for SCE to determine whether such allegation is accurate. SCE admits that it received the October 13, 2015 letter from Lancaster’s counsel, Ty Tosdal, the content of which speaks for itself. Except as expressly admitted, SCE denies the remaining allegations of this paragraph.

11. Answering Paragraph 11 of the Complaint. SCE admits that this paragraph accurately quotes from the October 22, 2015 e-mail transmitted by Janet Combs of SCE to Ty Tosdal, Lancaster’s counsel, and that this particular e-mail does not refer to a specific amount of time required to implement changes to SCE’s billing and charges. Except as expressly admitted, SCE denies the remaining allegations of this paragraph.

12. Answering Paragraph 12 of the Complaint. SCE admits the allegations of this paragraph.

13. Answering Paragraph 13 of the Complaint. SCE admits that page 5 of Advice 3308-E states “changes to SCE’s billing system are necessary to accommodate this change. Therefore, a rebill may be necessary once the system changes are complete.” SCE further admits that Advice 3308-E does not contain a specific time estimate for completion of the billing system changes or the projected date for the rebill. With respect to the allegation that, “in its discussions with Lancaster, SCE failed to mention any delays associated with implementing NEM billing changes,” SCE denies this allegation and refers to its concurrently submitted testimony and related exhibits.

14. Answering Paragraph 14 of the Complaint. SCE admits that “[i]n a disposition letter from the Commission’s Energy Division Directed dated February 29, 2016, the Commission approved SCE’s AL 3308-E, with an effective date of December 13, 2015.” With respect to the allegation that “[a]s of the date of this Complaint, however, SCE has not implemented the changes described in AL 3308-E,” SCE avers that SCE has already commenced work on the billing system changes needed to conform to Advice 3308-E and that those billing system changes and related testing are expected to be completed by November 2016. Except as expressly admitted, SCE denies the remaining allegations of this paragraph.

15. Answering Paragraph 15 of the Complaint.

- a. In response to Complainant’s allegation that “since Lancaster’s initial launch of enrollment of customers in May 2015, Lancaster’s CCA customer bills have been devoid of electricity usage and Lancaster generation charges, among other bills details.” SCE denies the allegation. SCE bills include information about electricity usage and Lancaster generation charges, albeit not to the level of detail that Lancaster desires. As of the date of this submission, SCE has implemented interim changes to modify certain aspects of the LCE customer bills and those changes were reviewed and approved by

Lancaster on or about March 15, 2016. SCE has also commenced upgrades to SCE's Electronic Data Interface (EDI) that would allow Lancaster to include additional information related to its generation charges in a manner that Lancaster also previously approved on March 15, 2016. The EDI upgrade and related testing are slated for completion by January 2017.

- b. In response to Complainant's allegation that "[u]nlike SCE bundled customer bills, Lancaster's CCA customer bills include only summary information about Lancaster program charges," SCE admits that Exhibit 3 provides an accurate representation of differences between the SCE bills for bundled customers and Lancaster's CCA customers in or about March 2015. To the extent that this paragraph contains an allegation not already addressed that requires any further answer, any such allegation is denied.
- c. In response to Complainant's allegation that "[t]his is the case, even though Lancaster submits usage and rate information to SCE each month, as required under SCE's Rule 23, which outlines the procedures for generating CCA customer bills in SCE's territory," SCE admits that Lancaster is required to submit usage and rate information under SCE's Rule 23, and that Rule 23 outlines some procedures for generating CCA customer bills. No response to the remainder of the allegation is required insofar as Complainant states legal arguments.

16. Answering Paragraph 16 of the Complaint. SCE denies the allegations. No response to the remainder of the allegation is required insofar as Complainant states legal arguments.

17. Answering Paragraph 17 of the Complaint.

- a. With respect to the allegation that "Lancaster has complained to SCE about this lack of detail on numerous occasions, beginning over a year before the date of this Complaint," SCE admits that representatives of SCE and

Lancaster had discussions concerning Lancaster's desire to have additional information displayed on SCE bills starting in or about May 2015. SCE otherwise denies the allegations in this paragraph.

- b. With respect to the allegation that, "LCE Director Barbara Boswell held a conference call with SCE representatives Chris Tran, Martha Dobler, and Wendy Ethier on May 26, 2015, during which SCE agreed to discuss with their information technology staff the logistics of changing the contents of Lancaster's customer bills in order to provide comparable detail to bundled customer bills," SCE admits that such a conference call took place and that SCE would evaluate certain proposed changes to the customer bills. SCE denies the remainder of the allegation.
- c. With respect to the allegation that, "SCE never replied, and to Lancaster's knowledge, SCE never followed up on this matter," SCE denies the allegation.

18. Answering Paragraph 18 of the Complaint. SCE admits that Mr. Tran and Ms. Boswell had numerous telephone discussions during June 2015 timeframe (including June 9, 2015 and June 16, 2015) wherein they discussed Lancaster's request for proposed expansion of bill fields and SCE's ability to accommodate such a request. SCE has commenced upgrades to SCE's EDI that would allow Lancaster to expand certain bill fields in a manner that Lancaster approved on March 15, 2016. The EDI upgrade and related testing are slated for completion by January 2017. SCE otherwise denies the allegations of this paragraph and notes that SCE filed Advice 3248-E on July 22, 2015, as supplemented by Advice 3248-E-A addressing certain changes to CCA bills. Except as expressly admitted, SCE denies the remaining allegations of this paragraph.

19. Answering Paragraph 19 of the Complaint. SCE lacks sufficient knowledge to admit or deny the allegations as to the receipt of e-mails dated June 30, 2015 and August 21, 2015 from Ms. Boswell to Mr. Tran with bill mockups. Due to the volume of periodic telephone

conferences between Mr. Tran and Ms. Boswell, SCE is without sufficient information to admit or deny the content of the alleged telephone discussion between Mr. Tran and Ms. Boswell on June 30, 2015 as alleged. SCE denies any remaining allegations in this paragraph and notes that SCE filed Advice 3248-E on July 22, 2015, and a supplement to it in November 2015, addressing certain changes to CCA bills.

20. Answering Paragraph 20 of the Complaint. SCE admits that a meeting took place between Martha Dobler and Lancaster staff on July 13, 2015. SCE admits that the subject of Lancaster's bills were discussed at that meeting. With regard to Lancaster's allegations that "Lancaster's representatives asked again for SCE to consult with their information technology staff to implement Lancaster's requested changes," SCE responds that Martha Dobler was not the SCE employee charged with coordinating bill changes with SCE's Information Technology staff. Ms. Dobler advised Lancaster that a modified bill had already been provided to Lancaster and that SCE would be submitting an Advice Letter with that modified bill shortly. Except as expressly admitted, SCE otherwise denies the allegations of this paragraph.

21. Answering Paragraph 21 of the Complaint. SCE admits that discussions took place between Mr. Tran and Ms. Mack of SCE and Ms. Boswell of Lancaster in or about August 2015 concerning Lancaster's proposed changes to the bill, SCE's difficulties in accommodating those proposed changes, and SCE's expressed desire to address Lancaster's concerns. Except as expressly admitted, SCE is without sufficient information to confirm nor deny the actual date of such discussions and otherwise denies the allegations of this paragraph.

22. Answering Paragraph 22 of the Complaint. SCE admits that Michelle Stark received an e-mail from Barbara Boswell on or about November 3, 2015 and that e-mail included a reference by Ms. Boswell to "Sample bill" and attached an excerpt from a customer bill.

23. Answering Paragraph 23 of the Complaint. SCE admits that LCE Director Barbara Boswell and other Lancaster staff members participated in a conference call with SCE representatives Michelle Stark, Martha Dobler, Muir Davis, and Wendy Ethier on January 26, 2016 and that the parties discussed Lancaster's proposed changes to customer bills and what

could be accomplished in the short term versus long term during that call. With respect to the allegation that “SCE representatives, however, did not make any commitment to making billing changes during this call,” SCE states that it was continually exploring feasible solutions to address Lancaster’s proposed changes and had already filed Advice 3248-E and 3248-E-A detailing some of those changes.

24. Answering Paragraph 24 of the Complaint. SCE admits that the parties had a series of meetings in person and over the phone which ultimately culminated in an agreement over certain changes to the bills in two different phases (interim and longer term) which are expressed in Exhibits 3 and 4 of the Complaint. SCE continually advised Lancaster that the timing for implementation of the changes was uncertain as billing system modifications were required. However, SCE filed Advice 3248-E-A on November 16, 2015 wherein SCE stated accurately that the interim changes would take effect in the second quarter of 2016. Lancaster submitted a response to Advice 3248-E-A on November 30, 2015. SCE otherwise denies the allegations of this paragraph.

25. Answering Paragraph 25 of the Complaint. SCE admits that the parties had a meeting on March 15, 2016 to discuss changes to Lancaster’s CCA customer bills. Except as expressly admitted, SCE otherwise denies the allegations of this paragraph. During the subject meeting, SCE representatives advised Lancaster that the changes to SCE’s billing system needed to implement Advice 3308-E were estimated to be completed within approximately one year from Advice 3308-E’s effective date (December 13, 2015). SCE representatives had previously advised Lancaster that the changes to SCE’s billing system for bill enhancements would not be completed until approximately the first quarter of 2017.

26. Answering Paragraph 26 of the Complaint. SCE admits receiving the April 1, 2016 letter attached to the Complaint as Exhibit 5, the content of which speaks for itself. No response to the remaining allegations of this paragraph is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer not already addressed elsewhere, any such allegation is denied.

27. Answering Paragraph 27 of the Complaint. SCE admits transmitting the April 15, 2016 letter attached to the Complaint as Exhibit 6, the content of which speaks for itself. No response to the remaining allegations of this paragraph is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer not already addressed elsewhere, any such allegation is denied.

28. Answering Paragraph 28 of the Complaint. SCE is without sufficient information to admit or deny the allegations of this paragraph.

29. Answering Paragraph 29 of the Complaint. SCE admits the allegations of this paragraph, and further notes that Ms. Lisa Cagnolatti committed to providing periodic status updates to Energy Division and Lancaster personnel on the status of the progress towards implementing the billing system changes.

30. Answering Paragraph 30 of the Complaint.

- a. With respect to the allegation that, “[a]s of the date of this complaint, Lancaster NEM customers are unable to net bill credits against the DWR Bond Charge and other components of CRS,” SCE admits that while billing system changes have not yet been implemented to facilitate the tracking of CRS netting, the vast majority of impacted customers would not be receiving bill savings until the end of their Relevant Period in October 2016, and that all customers will be made whole by rebills where eligible. However, SCE denies the remainder of such allegation. SCE avers that Advice 3308-E, which was approved by the Commission on February 29, 2016 with an effective date of December 13, 2015, now permits CCA and DA Service Eligible Customer-Generators to receive CRS credits in months in which such customers net generate. As stated in Advice 3308-E, “changes to SCE’s billing system are necessary to accommodate this change [and that] a rebill may be necessary once the system changes are complete.” SCE has already commenced implementation of those billing system changes and those

changes are expected to be completed in November 2016. Thereafter, SCE will rebill affected Lancaster NEM customers and issue refunds where appropriate.

- b. With respect to the allegations that, “Lancaster’s CCA customers do not receive usage and Lancaster generation charge information that is comparable to the usage and generation charge information that SCE provides to its own customers,” SCE denies the allegation. SCE bills include information about electricity usage and Lancaster generation charges, albeit not to the level of detail that Lancaster desires. As of the date of this submission, SCE has implemented interim changes to modify certain aspects of the LCE customer bills and those changes were reviewed and approved by Lancaster on or about March 15, 2016. SCE has also commenced upgrades to SCE’s EDI that would allow Lancaster to include additional information related to its generation charges in a manner that Lancaster also previously approved on March 15, 2016. The EDI upgrade and related testing are slated for completion by January 2017.

31. Answering Paragraph 31 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

32. Answering Paragraph 32 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

33. Answering Paragraph 33 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

34. Answering Paragraph 34 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this

paragraph contains an allegation that requires any further answer, any such allegation is denied.

35. Answering Paragraph 35 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

36. Answering Paragraph 36 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

37. Answering Paragraph 37 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

38. Answering Paragraph 38 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

39. Answering Paragraph 39 of the Complaint. SCE admits the allegations of this paragraph.

40. Answering Paragraph 40 of the Complaint. SCE admits that this paragraph contains an accurate quotation from SCE Rule 23, Section P.1.c.(3). No response to the remaining allegations is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

41. Answering Paragraph 41 of the Complaint. SCE admits that this paragraph contains an accurate quotation from SCE Rule 23, Section P.1.b.(2). No response to the remaining allegations is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

42. Answering Paragraph 42 of the Complaint. SCE incorporates by reference its admissions, denials, and responses to Paragraphs 1 through 41 of the Complaint.

43. Answering Paragraph 43 of the Complaint. SCE admits that this paragraph contains an accurate quotation from Rule 18 of the CCA Conduct of Conduct. No response to the remaining allegations is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

44. Answering Paragraph 44 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments and citations. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

45. Answering Paragraph 45 of the Complaint. SCE denies the allegations of this paragraph. Erin Pulgar's accompanying testimony describes the impact of the CRS change on customers' monthly and annual bills.

46. Answering Paragraph 46 of the Complaint. SCE denies the allegations of this paragraph. SCE bills include information about electricity usage and Lancaster generation charges, albeit not to the level of detail that Lancaster desires. As of the date of this submission, SCE has implemented interim changes to modify certain aspects of the LCE customer bills and those changes were reviewed and approved by Lancaster on or about March 15, 2016. SCE has also commenced upgrades to SCE's EDI that would allow Lancaster to include additional information related to its generation charges in a manner that Lancaster also previously approved on March 15, 2016. The EDI upgrade and related testing are slated for completion by January 2017.

47. Answering Paragraph 47 of the Complaint. SCE admits that this paragraph contains an accurate quotation from SCE Rule 23, Section P.1.c.(3). No response to the remaining allegations is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

48. Answering Paragraph 48 of the Complaint. SCE admits that this paragraph (a) contains an accurate quotation from Resolution E-4013, (b) Lancaster is the first CCA program

to file an implementation plan in SCE's territory, (c) Lancaster filed its initial plan with the Commission on June 9, 2014, (d) Lancaster filed a revised implementation plan on September 29, 2014, and (e) the revised implementation plan was certified by the Commission's Energy Division on October 16, 2014. No response to the remaining allegations is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

49. Answering Paragraph 49 of the Complaint. SCE denies the allegations of this paragraph.

50. Answering Paragraph 50 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

51. Answering Paragraph 51 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

52. Answering Paragraph 52 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

53. Answering Paragraph 53 of the Complaint. No response to this paragraph is required insofar as Complainant states legal arguments. To the extent that this paragraph contains an allegation that requires any further answer, any such allegation is denied.

All allegations requiring a response contained in the Complaint not addressed elsewhere in this Answer are denied. SCE urges the Commission to deny Complainant's requested relief in its entirety, and to dismiss the complaint.

IV.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Affirmative Allegations

SCE re-alleges and incorporates herein each and every affirmative allegation set forth above.

SECOND AFFIRMATIVE DEFENSE

Failure to State a Cause of Action

Complainant fails to state facts sufficient to constitute a cause of action for relief against SCE.

THIRD AFFIRMATIVE DEFENSE

Failure to Allege Violation of Any Law or Rule Pursuant to Public Utilities Code § 1702

Complainant has failed to allege any act or thing done or omitted to be done by SCE, including any rule or charge established or fixed by or for SCE, in violation or claimed to be in violation, of any provision of the law or any rule of the Commission, as required by Public Utilities Code Section 1702.

FOURTH AFFIRMATIVE DEFENSE

Compliance with all Applicable Tariffs, Rules, Regulations, and Laws

Complainant is not entitled to relief because SCE acted in compliance with all applicable tariffs, rules, regulations, and laws. SCE's actions with respect to the issues alleged in the Complaint were undertaken in good faith in that they were taken in a manner authorized and/or required by applicable law, regulations, rules, and/or tariffs, conformed to industry standards and practices, consistent with business necessity, and were based upon the state of knowledge existing at the time such actions took place.

FIFTH AFFIRMATIVE DEFENSE

Failure to Mitigate Damages

Complainant has failed to take measures to mitigate its injury/damages, if any.

SIXTH AFFIRMATIVE DEFENSE

Contrary to Public Policy

Granting Complainant its requested relief would be contrary to public policy, as it would result in unequal treatment of SCE's customers by conferring on Complainant a benefit not otherwise available to SCE's other customers at the expense of other ratepayers.

SEVENTH AFFIRMATIVE DEFENSE

No Actual Injury

Complainant is not entitled to relief because Complainant did not suffer actual injury or damages as a result of the actions alleged in the Complaint.

EIGHTH AFFIRMATIVE DEFENSE

Ratification

Complainant is not entitled to relief because its claims are barred by the doctrine of ratification. Complainant, by its conduct in failing to oppose Advice 3248-E, 3248-E-A and 3308-E—and accepting SCE's proffered billing changes subject to the completion of required billing system modifications—approved, authorized, consented to, and/or ratified SCE's conduct with respect to this Complaint.

NINTH AFFIRMATIVE DEFENSE

Mootness

Complainant is not entitled to relief because SCE has already commenced the implementation of billing system modifications that would render Complainant's claims for relief moot.

WHEREFORE, SCE prays:

1. That the Complaint be dismissed and relief requested be denied; and

2. For such other relief as the Commission may deem just and equitable.

Respectfully submitted,

FADIA RAFEEDIE KHOURY
VICTOR T. FU

/s/ Fadia Rafeedie Khoury

By: Fadia Rafeedie Khoury

For
SOUTHERN CALIFORNIA EDISON COMPANY

June 22, 2016

VERIFICATION

I am an officer of the defendant corporation herein, and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in **SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E) ANSWER TO COMPLAINT** are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 21st day of June, 2016, at Irwindale, California.

/s/ Lisa D. Cagnolatti

By: Lisa D. Cagnolatti
Vice President, Business Customer Division
SOUTHERN CALIFORNIA EDISON COMPANY

6020 N. Irwindale Ave.
Irwindale, California 91702