STATE OF CALIFORNIA EDMUND G. BROWN JR., *Governor*

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

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TO PARTIES OF RECORD IN APPLICATION 09-04-001:

This is the proposed decision of Administrative Law Judge Michelle Cooke. Until and unless the Commission hears the item and votes to approve it, the proposed decision has no legal effect. This item may be heard, at the earliest, at the Commission's September 15, 2016 Business Meeting. To confirm when the item will be heard, please see the Business Meeting agenda, which is posted on the Commission's website 10 days before each Business Meeting.

Parties of record may file comments on the proposed decision as provided in Rule 14.3 of the Commission's Rules of Practice and Procedure.

/s/ KAREN V. CLOPTON
Karen V. Clopton, Chief
Administrative Law Judge

KVC:lil

Attachment

Decision **PROPOSED DECISION OF ALJ COOKE** (Mailed 8/2/2016)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Approval of a Power Purchase Agreement with Mariposa Energy, LLC. (U39E)	Application 09-04-001 (Filed April 1, 2009)

DECISION SETTING PENALTY FOR PACIFIC GAS AND ELECTRIC'S FAILURE TO COMPLY WITH A TERM IN A SETTLEMENT AGREEMENT IN THIS PROCEEDING

Summary

This decision adopts a penalty of $25,000 for Pacific Gas and Electric Company's violation of Paragraph B of the Mariposa Settlement Agreement which specified that the utility was to pursue one application for approval of additional agreements to meet resource need under the 2008 Long-Term Requests for Offers. Decision 15-01-052 found that Pacific Gas and Electric Company instead filed three applications for approval and should have been penalized for this violation. This proceeding is closed.

1. Background

Decision (D.) 15-01-052 ordered a limited rehearing in this proceeding in response to applications for rehearing of D.12-03-008 filed by Californians for

Renewable Energy (CARE)[1] and Communities for a Better Environment (CBE).[2] D.12-03-008 denied a CARE petition to modify D.09-10-017, the decision that adopted an all-party settlement agreement approving the Pacific Gas and Electric Company (PG&E), Mariposa Energy, LLC power purchase agreement (PPA). When this decision refers to the Mariposa Settlement Agreement, it refers to the agreement that was approved in D.09-10-017. D.12-03-008 also found that PG&E had violated Condition B[3] of the Mariposa Settlement Agreement but declined to consider penalties for the violation.

D.15-01-052 agreed with D.12-03-008 and CARE and CBE that PG&E violated one particular term of the Mariposa Settlement Agreement adopted in D.09-10-017. In particular, both the decision and the Mariposa Settlement Agreement state that:

> b. The balance of Pacific Gas and Electric Company's need authorization (1,328 megawatts) will be met, but not exceeded, by one application for approval of additional agreements resulting from Pacific Gas and Electric Company's 2008 Long-Term Requests for Offers.[4]

D.15-01-052, as well as D.12-03-008, concluded that PG&E did not file one application, but instead filed three subsequent applications for approval of Power Purchase Agreements (PPAs) that stemmed from the 2008 long-term request for offers (2008 LTRFO). Specifically, PG&E filed Application

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[1] CARE's application for rehearing was filed on March 23, 2012.

[2] CBE's application for rehearing was filed on April 12, 2012.

[3] In D.15-01-052, Condition B is referred to as Paragraph B. In the February 11, 2016 Ruling, Condition B is referred to as Paragraph b. In this decision we use the term Condition B, unless we are quoting from D.15-01-052 or the Ruling.

[4] *See* D.09-10-017, Ordering Paragraph 1.

(A.) 09-09-021, addressing the Marsh Landing and Oakley PPAs; A.09-10-022, addressing three GWF Energy LLC contracts, including the Tracy PPA that stemmed from the 2008 LTRFO (GWF Application); and A.09-10-034, addressing 12 Calpine contracts, including the Los Esteros PPA that stemmed from the 2008 LTRFO (Calpine Application). Both D.15-01-052 and D.12-03-008 concluded that PG&E violated Condition B of the Mariposa Settlement Agreement.

Both CARE and CBE argued in their applications for rehearing of D.12-03-008, that the California Public Utilities Commission (Commission) erred in declining to order any penalty or remedy, despite the conclusion that PG&E violated Condition B of the Mariposa Settlement Agreement. D.15-01-052 agreed, citing to Rule 12.5 of the Commission's Rules of Practice and Procedure, which states, "Commission adoption of a settlement is binding on all parties to the proceeding in which the settlement is proposed." (Cal. Code Regs., tit. 20, Rule 12.1(d).)

In addition, D.15-01-052 also relied on Public Utilities Code Section (Pub. Util. Code §) 2107, which states, in relevant part:

> Any public utility…that fails or neglects to comply with any part or provision of any order, decision, decree, rule, direction, demand, or requirement of the Commission…is subject to a penalty of not less than five hundred dollars ($500), and no more than fifty thousand dollars ($50,000) for each offense.

D.15-01-052 therefore ordered that a penalty phase be opened. The D.15-01-052 Ordering Paragraphs state as follows:

1. Limited rehearing of D.12-03-008 is granted to consider the appropriate penalty or remedy for PG&E's violation of Paragraph B of the Mariposa PPA Settlement Agreement.

2. A Ruling will be issued specifying the process to be followed for the penalty phase.
3. In all other respects, rehearing of D.12-03-008 is denied.

Because the Commission has already concluded that PG&E violated Condition B of the Mariposa Settlement Agreement, the February 11, 2016 Ruling sought responses to the following questions:

1. Are there any relevant facts still in dispute that relate to the penalty phase of this proceeding?
2. Would evidentiary hearings be necessary or desirable in this penalty phase to address any disputed facts identified in response to question #1 above?
3. What penalties or remedies should be imposed on PG&E for violation of Paragraph b of the Mariposa Settlement Agreement? In your response, please cite to appropriate legal authority and/or Commission precedent, and explain why your proposed penalty or remedy is appropriate.

Parties were invited to file and serve comments in response to the three questions listed above, and raise any other relevant issues, by no later than March 21, 2016. Responses were filed by PG&E and CARE. Parties were invited to respond to others' comments by filing and serving reply comments by no later than March 30, 2016. PG&E filed a reply.

2. Are There Factual Issues in Dispute That Require Hearings?

CARE identifies a number of facts which it believes remain in dispute, specifically:

1. How many applications PG&E filed in violation of the Mariposa Settlement Agreement;
2. Whether PG&E violated a ban on *ex parte* communications; and
3. The ratepayer impact that occurred as a result of the violation of the Mariposa Settlement Agreement.

CARE believes that the first item it identified does not require hearings, but that the second and third items may require discovery, testimony, or hearings.

PG&E believes there are no facts in dispute that relate to the penalty phase of this proceeding and that evidentiary hearings are not necessary. Specifically, PG&E argues:

1. The Commission has already considered and rejected CARE's assertion that an additional application was filed in violation of the Mariposa Settlement Agreement (A.12-03-026) in D.15-01-052.
2. The Commission has previously ruled that CARE's application for rehearing on the issue of *ex parte* communications was rejected in D.15-01-052 and should not be revisited in calculation of the penalty for violation of a term of the Mariposa Settlement Agreement relating to filing an application; and
3. The Commission already adjudicated the value of the Tracy and Los Esteros projects compared to the Oakley project in D.12-03-008.

We have carefully reviewed the issues raised by CARE and find that all three issues have previously been decided by the Commission as PG&E points out in its March 30, 2016 Reply. The sole issue to be decided in this decision is the appropriate penalty that should be imposed for filing multiple applications, rather than just one application, as specified in the Mariposa Settlement Agreement, Condition B. Therefore, we find that there are no material factual issues and no hearings are necessary.

3. What Penalties or Remedies Should Be Imposed on PG&E for Violation of Condition B of the Mariposa Settlement Agreement?

Under California Public Utilities Code Section 2107, the Commission can impose fines of "not less than five hundred dollars ($500), nor more than fifty thousand dollars ($50,000) for each offense." Under Section 2108, each violation of a Commission requirement is a distinct offense. There are two offenses at

issue in this proceeding, the filing of the GWF Application and the Calpine Application. The Commission determined that PG&E breached the Mariposa Settlement Agreement, Condition B, when it filed these two applications, in addition to its 2008 LTRFO.[5]

In evaluating the appropriate level of penalty to impose, the Commission reviews multiple criteria. D.09-09-005, a decision PG&E cites in support of its recommended penalty amount, describes the criteria as follows:[6]

> **Criterion 1: Severity of the Offense**
>
> In D.98-12-075, the Commission held that the size of a fine should be proportionate to the severity of the offense. To determine the severity of the offense, the Commission stated that it would consider the following factors:[7]
>
> > **Physical harm**: The most severe violations are those that cause physical harm to people or property, with violations that threatened such harm closely following.
> >
> > **Economic harm**: The severity of a violation increases with (i) the level of costs imposed upon the victims of the violation, and (ii) the unlawful benefits gained by the public utility. Generally, the greater of these two amounts will be used in setting the fine. The fact that economic harm may be hard to quantify does not diminish the severity of the offense or the need for sanctions.
> >
> > **Harm to the Regulatory Process**: A high level of severity will be accorded to violations of statutory or Commission directives, including violations of reporting or compliance requirements.
> >
> > **The number and scope of the violations**: A single violation is less severe than multiple offenses. A widespread violation that

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[5] D.12-03-008, Conclusion of Law 4; D.15-01-052 at 2.

[6] For simplicity, the description of the criteria from D.09-09-005 is quoted verbatim and indented. Each criterion is quoted, followed by our analysis of each criterion.

[7] 1998 Cal. PUC LEXIS 1016, *71 - *73.

> affects a large number of consumers is a more severe offense than one that is limited in scope.

PG&E argues that there was no physical harm to people or property resulting from the violation of Condition B of the Mariposa Settlement and it is unaware of any "economic harm," as that term has been defined (D.09-09-005 at 29-30). Because all benefits and costs associated with the transactions approved in the GWF and Calpine Applications are passed through to customers, PG&E believes it did not receive any profit as a result of filing the GWF and Calpine Applications.

PG&E concedes that "filing the GWF and Calpine Applications did result in the Commission and parties spending additional time and resources addressing three applications (i.e., the 2008 LTRFO, GWF, and Calpine Applications), rather than one application." (PG&E Response at 5-6.) CARE argues that PG&E shareholders should reimburse ratepayers for the intervenor costs associated with the GWF and Calpine Applications as part of an appropriate penalty calculation. CARE identifies $544,449.56 as the value of the "unnecessary intervenor compensation." (CARE Response at 9.)

The GWF and Calpine Applications involved a number of other contracts, in addition to the Tracy and Los Esteros projects that had been the subject of the 2008 LTRFO. Because the Tracy and Los Esteros contracts needed to be reviewed regardless of whether they were reviewed in one application or three, we conclude that the incremental resources expended are nominal and intervenor compensation costs for the entire GWF and Calpine Applications are not an appropriate measure of the incremental cost associated with PG&E's violation of Condition B of the Mariposa Settlement Agreement.

D.12-03-008 noted that violation of Condition B may make parties hesitant to enter into settlements in the future but also noted that filing three applications did not prevent the Commission from a thorough review of the proposed contracts in the three applications. As the Commission explained:

> While we find that PG&E did violate Condition B of the Mariposa Settlement Agreement, we acknowledge that the filing of multiple applications, aside from requiring a consolidation process and coordination among Commission staff, did not hinder our ability to perform a thorough evaluation of each application on its own merits and together as part of our overall evaluation of PG&E's actions to fulfill its 2006 LTPP need authorization. Nothing presented in this petition suggests that our evaluation of these projects was short of thorough and complete and that our approval was not in ratepayer interest. (D.12-03-008 at 13-14.)

In terms of the number and scope of violations, there were two violations of Condition B – filing the GWF Application and filing the Calpine Application. As the Commission has explained, "[a] single violation is less severe than multiple offenses. A widespread violation that affects a large number of consumers is a more severe offense than one that is limited in scope." (D.09-09-005 at 30.)

The limited number and scope of violations, as well as the fact that there was no physical or economic harm, would support a modest fine, however, other criteria may weigh in favor of a larger fine.

Criterion 2: Conduct of the Utility

In D.98-12-075, the Commission held that the size of a fine should reflect the conduct of the utility. When assessing the conduct of the utility, the Commission stated that it would consider the following factors:[8]

> **The Utility's Actions to Prevent a Violation**: Utilities are expected to take reasonable steps to ensure compliance with applicable laws and regulations. The utilities past record of compliance may be considered in assessing any penalty.
>
> **The Utility's Actions to Detect a Violation**: Utilities are expected to diligently monitor their activities. Deliberate, as opposed to inadvertent wrongdoing, will be considered an aggravating factor. The level and extent of management's involvement in or tolerance of, the offense will be considered in determining the amount of any penalty.
>
> **The Utility's Actions to Disclose and Rectify a Violation**: Utilities are expected to promptly bring a violation to the Commission's attention. What constitutes "prompt" will depend on circumstances. Steps taken by a utility to promptly and cooperatively report and correct violations may be considered in assessing any penalty.

PG&E's Response describes how the circumstances surrounding the transactions at issue in the GWF and Calpine Applications resulted in PG&E's belief that filing the two applications was not a violation of the Mariposa Settlement. Because of the difference in understanding of Condition B, PG&E did not act to prevent, detect, or disclose the violation but it also does not appear that PG&E deliberately or knowingly violated the Mariposa Settlement. PG&E states that it has learned from this situation and will be more proactive in the future if there are questions regarding the scope or applicability of a settlement provision.

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[8] 1998 Cal. PUC LEXIS 1016, *73 - *75.

Criterion 3: Financial Resources of the Utility

In D.98-12-075, the Commission held that the size of a fine should reflect the financial resources of the utility. When assessing the financial resources of the utility, the Commission stated that it would consider the following factors:[9]

> **Need for Deterrence:** Fines should be set at a level that deters future violations. Effective deterrence requires that the Commission recognize the financial resources of the utility in setting a fine.
>
> **Constitutional limitations on excessive fines**: The Commission will adjust the size of fines to achieve the objective of deterrence, without becoming excessive, based on each utility's financial resources.

PG&E is a large well-resourced utility. D.15-04-023 found that PG&E's market value as of January 10, 2012 was $16.439 billion, with an aggregate value of $29.117 billion.[10] We will weigh this factor accordingly when setting the amount of the fine to ensure deterrence.

Criterion 4: Totality of the Circumstances

In D.98-12-075, the Commission held that a fine should be tailored to the unique facts of each case. When assessing the unique facts of each case, the Commission stated that it would consider the following factors:[11]

> **The degree of wrongdoing**: The Commission will review facts that tend to mitigate the degree of wrongdoing as well as facts that exacerbate the wrongdoing.
>
> **The public interest**: In all cases, the harm will be evaluated from the perspective of the public interest.

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[9] 1998 Cal. PUC LEXIS 1016, *75 - *76.

[10] Aggregate Value is defined as Market Value + Long-term Debt + Short-term Debt + Leases + Preferred Stock + Minority Interest – Cash.

[11] 1998 Cal. PUC LEXIS 1016, *76.

The facts of this case indicate that the degree of wrongdoing, though not egregious, was sufficiently serious to warrant a fine. Under this criterion, the Commission considers facts that mitigate or exacerbate wrongdoing and evaluates the harm from the perspective of public interest. (D.09-09-005 at 32.) In D.12-03-008, the Commission determined that violation of the Mariposa Settlement harmed the public interest because it "may result in parties being wary of entering into future settlement agreements of this nature, thus reducing or eliminating an extremely effective tool available to parties in resolving proceedings before this Commission." (D.12-03-008 at 15.) However, as described in PG&E's Response, PG&E considered the GWF and Calpine Applications as a response to the Commission's direction to novate the CDWR contracts, not as a part of the 2008 LTRFO. The lack of intent to violate the Mariposa Settlement, and misunderstanding as to the Commission's understanding of the nature of the GWF and Calpine Applications, mitigate the degree of wrongdoing.

Criterion 5: The Role of Precedent

> In D.98-12-075, the Commission held that any decision which imposes a fine should 1) address previous decisions that involve reasonably comparable factual circumstances, and 2) explain any substantial differences in outcome.[12]

In its rehearing decision (D.15-01-052 at 5-6), the Commission identified three cases in which violations of settlements have been addressed; Re Long Distance Direct, Inc., Investigation (I.) 99-06-037, 1999 Cal.PUC LEXIS 584 (1999); Re Prime Time Shuttle International, D.96-08-034, 1996 Cal.PUC LEXIS 862, 67 CPUC.2d 437 (1996); and Re Transfer of Alliance Group Services, D.09-09-005,

[12] 1998 Cal. PUC LEXIS 1016, *77.

2009 Cal.PUC LEXIS 454 (2009). In its Response, PG&E discusses these decisions, and how it believes these potential precedents should be interpreted in arriving at the appropriate penalty amount for its two violations of Condition B of the Mariposa Settlement Agreement.

PG&E suggests that the first two decisions listed do not have a sufficiently comparable fact pattern to this instance. I.99-06-037 demonstrates that utilities can be fined for violating settlement agreements, but in that case, the company failed to make payments and filings required under the settlement agreement, and refused to respond to Consumer Services Division or follow-up when it was contacted. PG&E suggests that the level of violation in the instant proceeding is much less severe than described in I.99-06-037. D.96-08-034 also involved the breach of a settlement agreement that committed an airport shuttle service, Prime Time, to make installment payments for a fine of $80,000. The fourth and fifth installments were to be excused if Prime Time complied fully with the other terms of the settlement. When the Commission determined Prime Time had not complied with the terms of the settlement, the fourth and fifth installments were not excused, and an additional fine of $100,000 for subsequent misconduct, including issues related to drivers, monitoring, and financial reporting, was imposed. PG&E argues that although the Prime Time case involved, in part, violation of a settlement agreement, the additional $100,000 fine addressed misconduct that had occurred since the settlement, but did not address violation of the settlement itself.

PG&E suggests that we rely on D.09-09-005 (*Alliance Group*) which involved in part the violation of a settlement agreement by a telecommunications company, Alliance Group Services (AGS). AGS did not file a required status report under a settlement agreement with the Consumer Protection and Safety

Division (CPSD) and, although CPSD did not consider it "a serious offense," CPSD requested that the Commission impose a penalty because it had to "expend additional time on this matter, rather than focus on other priorities." (D.09-09-005 at 28.) PG&E's Response accurately summarizes the rationale behind the level of the fine. "The Commission determined that a fine was appropriate "because AGS caused an unnecessary consumption of CPSD's resources by failing to file the report on time and in order to deter future violations." (Footnote omitted.) However, the Commission also considered the limited number of violations, the lack of evidence that AGS deliberately violated the settlement by failing to file the status report, and lack of harm to the public. (Footnote omitted.) After analyzing the penalty criteria initially adopted by the Commission in D.98-12-075, the Commission determined that the appropriate fine was $2,500 for AGS' violation of the settlement agreement." (PG&E Response at 10.)

PG&E suggests the *Alliance Group* decision is reasonably comparable to the factual circumstances here. "In both cases, the settlement agreement included filing requirements and the penalty was related to a violation of those requirements. In *Alliance Group*, AGS was required to file status reports, while in this case PG&E was required to only file one application for the 2008 LTRFO. The number of violations was also similar – in *Alliance Group* there was one violation and in this proceeding there are two violations. In both *Alliance Group* and here there was no evidence of a deliberate intent to violate the [Mariposa] Settlement Agreement. Finally, in both cases there was no physical or economic harm. Instead, the harm was to the regulatory process and the additional time and resources expended by other parties as a result of the violation. The *Alliance Group* decision provides reasonable precedent as to the amount of the fine, if any,

that should be imposed on PG&E in this proceeding." (PG&E Response at 10-11.)

PG&E recommends that the Commission adopt a fine of $2,500 for each application filed in addition to the 2008 LTRFO Application, or a total fine of $5,000. PG&E argues this penalty is consistent with the amount of the fine in *Alliance Group*, which it suggests "is a very comparable decision in terms of the circumstances and effect of the violation." (PG&E Response at 12.)

3.1. Conclusion

The violation that occurred was not severe in that it did not result in physical or economic harm. There is no indication that PG&E intended to violate Condition B of the Mariposa Settlement Agreement, but rather that the violation was the result of a difference in understanding of the facts surrounding the filing of the GWF and Calpine Applications, which was resolved by the Commission in D.12-03-008. The harm that occurred was to the regulatory process and the additional time and resources expended by other parties as a result of the violation. D.09-09-005 is the most comparable penalty case identified, but PG&E has substantially more resources than AGS, and the maximum statutory penalty per violation has been increased by the Legislature since D.09-09-005 was issued. Were PG&E of similar size to AGS, we would consider assessing $6,250 per violation (12.5% of the maximum statutory penalty per violation, consistent with the percentage of the statutory maximum fine levied against AGS). However, because of PG&E's substantially larger resources and the need for deterrent impact, we instead assess of penalty of $12,500 per violation, for a total of $25,000.

We emphasize that the size of the fine we impose today is tailored to the unique facts and circumstances before us in this proceeding. We may impose

larger fines in other proceedings if the facts so warrant. We conclude based on the facts of this case that PG&E should be fined $25,000 based on its violation of the Condition B of the Mariposa Settlement Agreement. The fine we impose today is meant to deter future violations by PG&E and other parties.

4. Categorization and Need for Hearing

A February 11, 2016 Ruling initiated the penalty phase of this proceeding as referenced in Ordering Paragraph 2 of D.15-01-052. Although this proceeding was originally designated as "ratesetting" within the meaning of Rule 1.3 of the Commission's Rules of Practice and Procedure, the penalty phase of the proceeding was categorized as "adjudicatory" as defined in Rule 1.3(a). Thus, Rule 8.3(b), which prohibits *ex parte* contacts in adjudicatory matters, is in effect.

This decision concludes that there are no material factual issues and therefore no hearings are necessary.

5. Comments on Proposed Decision

The proposed decision of ALJ Cooke in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.3 of the Commission's Rules of Practice and Procedure. Comments were filed on _____, and reply comments were filed on _____ by _____.

6. Assignment of Proceeding

Michael Picker is the assigned Commissioner and Michelle Cooke is the assigned Administrative Law Judge in this proceeding.

Findings of Fact

1. No factual issues relevant to the calculation of penalties regarding violation of Condition B of the Mariposa Settlement were identified.

2. Two violations of the Mariposa Settlement Agreement, Condition B, occurred.

3. Decision 98-12-075 identified five factors to be considered in determining the level of penalties to be imposed.

4. Violation of the Mariposa Settlement Agreement, Condition B resulted in regulatory harm, but no physical or economic harm.

5. PG&E did not act to prevent or disclose the violations of the Mariposa Settlement Agreement, Condition B.

6. The GWF and Calpine Applications involved a number of contracts, in addition to the Tracy and Los Esteros projects that had been the subject of the 2008 LTRFO.

7. The Tracy and Los Esteros contracts required review regardless of whether they were reviewed in one application or three applications.

8. PG&E's market value as of January 10, 2012 was $16.439 billion, with an aggregate value of $29.117 billion.

Conclusions of Law

1. No hearings are necessary.

2. The Commission may impose fines for violation of laws and regulations pursuant to Pub. Util. Code §§ 2107 and 2108.

3. Fines imposed pursuant to Pub. Util. Code § 2107 are paid to the State's General Fund.

4. The purpose of fines is to deter further violations by the perpetrator and others.

5. Violations that result in physical or economic harm and the failure to comply with statutes or Commission directions are considered severe violations.

6. PG&E's offenses should not be considered severe.

7. The incremental resources expended to review the Tracy and Los Esteros contracts as a result of the violation Condition B of the Mariposa Settlement Agreement are nominal.

8. Intervenor compensation costs for the entire GWF and Calpine Applications are not an appropriate measure of the incremental cost associated with PG&E's violation of Condition B of the Mariposa Settlement Agreement.

9. The purpose of a penalty is to deter future violations by the company and others.

10. PG&E should be ordered to pay a fine of $25,000 pursuant to Pub. Util. Code §§ 2107 and 2108.

O R D E R

IT IS ORDERED that:

1. Pacific Gas and Electric Company must pay a penalty of $25,000 by check or money order payable to the California Public Utilities Commission and mailed or delivered to the Commission's Fiscal Office at 505 Van Ness Avenue, Room 3000, San Francisco, CA 94102, within 30 days of the effective date of this order. PG&E shall write on the face of the check or money order "For deposit to the General Fund per Decision 16-XX-XXX.

2. All money received by the Commission's Fiscal Office pursuant to the preceding Ordering Paragraph shall be deposited or transferred to the State of California General Fund as soon as practical.

3. Application 09-04-001 is closed.

This order is effective today.

Dated _____,, at San Francisco, California.