



FORM B: INTERVENOR COMPENSATION CLAIM

Decision 16-05-050

FILED
8-01-16
04:59 PM

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Southern California Edison Company (U338E) for Approval of the Results of Its Local Capacity Requirements of Its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area.	Application 14-11-016 (Filed November 26, 2014)
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**INTERVENOR COMPENSATION CLAIM OF
California Environmental Justice Alliance
AND DECISION ON INTERVENOR COMPENSATION CLAIM OF
California Environmental Justice Alliance**

NOTE: After electronically filing a PDF copy of this Intervenor Compensation Claim (Request), please email the document in an MS WORD, supporting EXCEL Timesheets, and any other supporting documents to the Intervenor Compensation Program Coordinator at icompcordinator@cpuc.ca.gov.

Intervenor: California Environmental Justice Alliance	For contribution to Decision (D.) 16-05-050
Claimed: \$ 140,900.03	Awarded: \$
Assigned Commissioner: Michel P. Florio	Assigned ALJ: Regina M. DeAngelis
I hereby certify that the information I have set forth in Parts I, II, and III of this Claim is true to my best knowledge, information and belief. I further certify that, in conformance with the Rules of Practice and Procedure, this Claim has been served this day upon all required persons (as set forth in the Certificate of Service attached as Attachment 1).	
Signature:	/s/ Shana Lazerow
Date: 8/1/16	Printed Name: Shana Lazerow

PART I: PROCEDURAL ISSUES (to be completed by Intervenor except where indicated)

A. Brief description of Decision:	D.16-05-050 accepted and approved all contracts presented by SCE, with the exceptions of 447021(Ellwood) and 447030 (Energy Storage). The Commission approved SCE’s contract with NRG for the Puente Project (262 MW natural gas-fired peaker facility), despite recognizing that use of brownfields could exacerbate existing environmental
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	injustice and despite acknowledging that the contract would result in new generation in an environmental justice community. The Commission did not approve the Ellwood contract, and instead kept the proceeding open to consider whether any need existed for that contract.
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B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812:

	Intervenor	CPUC Verified
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference (PHC):	January 28, 2015	
2. Other specified date for NOI:	N/A	
3. Date NOI filed:	February 27, 2015	
4. Was the NOI timely filed?		
Showing of customer or customer-related status (§ 1802(b)):		
5. Based on ALJ ruling issued in proceeding number:	A.14-11-016	
6. Date of ALJ ruling:	March 24, 2015	
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer or customer-related status?		
Showing of “significant financial hardship” (§ 1802(g)):		
9. Based on ALJ ruling issued in proceeding number:	A.14-11-016	
10. Date of ALJ ruling:	March 24, 2015	
11. Based on another CPUC determination (specify):	D.16-05-050	
12. Has the Intervenor demonstrated significant financial hardship?		
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.16-05-050	
14. Date of issuance of Final Order or Decision:	June 1, 2016	
15. File date of compensation request:	August 1, 2016	
16. Was the request for compensation timely?		

C. Additional Comments on Part I (use line reference # as appropriate):

#	Intervenor’s Comment(s)	CPUC Discussion
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<p>The California Environmental Justice Alliance (CEJA) is an alliance of grassroots environmental justice organizations that are situated throughout the state of California. CEJA’s organizations represent utility customers throughout California that are concerned about their health and the environment. CEJA is an unincorporated organization that is fiscally sponsored by the Environmental Health Coalition. All of CEJA’s members are non-profit public interest entities. Together, the member organizations of CEJA are working to achieve environmental justice for low-income communities and communities of color throughout the state of California. In particular, CEJA is pushing for policies at the federal, state, regional, and local levels that protect public health and the environment. CEJA is also working to ensure that California enacts statewide climate change policies that protect low-income communities and communities of color.</p>	
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PART II: SUBSTANTIAL CONTRIBUTION (to be completed by Intervenor except where indicated)

A. Did the Intervenor substantially contribute to the final decision (see § 1802(i), § 1803(a), and D.98-04-059). (For each contribution, support with specific reference to the record.)

Intervenor’s Claimed Contribution(s)	Specific References to Intervenor’s Claimed Contribution(s)	CPUC Discussion
<p>CEJA made important contributions to this proceeding. CEJA offered both technical and legal analysis and the voice of the affected community, so that all three of these perspectives could inform the Commission’s decision. Although the Commission ultimately approved SCE’s NRG Oxnard plant contract, despite the analysis CEJA advanced, CEJA’s analyses and recommendations significantly shaped the issues discussed in the Commission’s final decision.</p> <p>CEJA’s analyses contributed to the Commission’s decisions addressing the following issues: (1) SCE’s compliance with procurement mandates of D.13-02-015; (2) environmental justice nature of the Oxnard community; (3) impacts of prioritizing brownfield development in this instance; (4) deferral to CEC environmental review/scope of CEC authority; (5) the reasonableness of SCE’s contracts; and (6) retirement of Ormond Beach</p>		

<p>plant as basis of need for the NRG contract.</p> <p>CBE therefore requests that the Commission find a substantial contribution warranting an award of intervenor compensation for the reasonable costs and expenses incurred by CBE as follows:</p>		
<p><u>1. Compliance with D.13-02-015</u></p> <p>CEJA argued that SCE’s procurement plan and methods did not comply with D.13-02-015 for failing to consider environmental justice mandates in its renewables and gas procurement. While the Commission did not accept these arguments, CEJA’s advocacy contributed to the Commission’s final decision.</p>	<p>D.16-05-050, pp. 14-17 (explaining D.13-02-015 procurement requirements, including analyzing CEJA’s contentions.)</p> <p>D.16-05-050, Finding of Fact 14, at p. 32 (finding that the “RFO followed a thorough process and elicited a robust response.”)</p> <p>D.16-05-050, Conclusion of Law 1, at p. 33 (D.07-12-052 language environmental justice is dicta, and should be viewed as guidance.)</p> <p>D.16-05-050, Conclusion of Law 4, at p. 33 (“Pub. Util. Code §399.13 does not apply to all-source procurement contracts.”)</p> <p>CEJA Opening Br. at pp. 3, 5-11 (arguing that SCE’s procurement process failed to consider environmental justice concerns.)</p> <p>CEJA Reply Br. at pp. 1-5, 7-8 (arguing that under D.07-12-052 and state law, the PUC was required to give greater weight to environmental justice.)</p> <p>CEJA Opening Com. for PD & APD at pp. 3-7 (arguing that the PUC decision undermines environmental justice concerns, with respect to environmental justice mandates.)</p>	

	<p>CEJA Opening Com. for APD at pp. 4-13 (arguing that the PUC must consider environmental justice in its proceedings under D.13-02-015.)</p> <p>CEJA Reply Com. for APD at pp. 1, 3-5.</p>	
<p><u>2. Environmental Justice</u></p> <p>The Commission agreed with CEJA that Oxnard is an Environmental Justice community.</p>	<p>D.16-05-050, pp. 13-15 (recognizing Oxnard as an environmental justice community; citing CEJA expert testimony and briefing.)</p> <p>D.16-05-050, Finding of Fact 3, at p. 31 (finding that “D.07-12-052 included dicta regarding environmental justice considerations in procurement solicitations.”)</p> <p>D.16-05-050, Conclusion of Law 3, at p. 33 (“Dicta from D.07-12-052 regarding environmental justice considerations in procurement solicitations should be viewed as guidance.”)</p> <p>Ex. CEJA-1 at pp. 3-10, 17-58</p> <p>CEJA Opening Brief at pp. 2-3, 5-11 (explaining the basis for conclusion that Oxnard constitutes an environmental justice community.)</p> <p>CEJA Reply Brief at p. 5 (establishes Oxnard as an environmental justice community under CalEnviroScreen 2.0.)</p>	

	<p>CEJA Opening Com. for PD & APD at pp. 2-6 (explaining that the PUC was correct to recognize Oxnard an environmental justice community, and to hold that SCE was required to consider existing environmental justice factors when conducting procurement; arguing that the Decisions undermine environmental justice requirements by approving siting at a brownfield site and by approving the contract without SCE’s consideration of environmental justice issues.)</p> <p>CEJA Opening Com. for Peterman APD at pp. 2-4, 14-15 (acknowledging the PUC’s designation of Oxnard as an environmental justice community; arguing that the PUC abused its discretion when its determination of environmental justice concerns was inconsistent with law.)</p> <p>CEJA Reply Com. for Peterman APD at pp. 1-2 (arguing that the PUC is “the agency responsible for regulating the public utilities in California” and that it cannot ignore its environmental justice duties.)</p>	
<p><u>3. Brownfields</u> The Commission agreed with CEJA that giving</p>	<p>D.16-05-050, p. 14 (“The use of a brownfield site can raise environmental justice issues</p>	

<p>preference to brownfield development can environmental justice impacts.</p>	<p>by, for example, citing new facilities on a brownfield site within a historically economically disadvantaged neighborhood.”)</p> <p>D.16-05-050, p. 19 (concluding that future procurement guidance must address brownfield/EJ issues.)</p> <p>CEJA Reply Brief at pp. 2, 4-8 (arguing that SCE should have declined brownfield use under environmental justice laws and policies.)</p> <p>CEJA Opening Com. for PD and APD at pp. 3-5 (arguing that SCE’s selection of a brownfield site for the project undermines environmental justice requirements.)</p> <p>CEJA Reply Com. For PD and APD at pp. 4-5 (arguing that siting in a brownfield site perpetuates environmental justice issues.)</p>	
<p><u>4. Deferral to CEC's CEQA Review Process</u></p> <p>Despite CEJA’s recommendation that the Commission defer its decision re: SCE’s RFO results until after the CEC completed its environmental review, the Commission decided that it would not defer to the CEC’s environmental review.</p>	<p>D.16-05-050, pp. 17-20 (explaining that the PUC is not required by law to defer to the CEC, and that it will not defer to the CEC).</p> <p>D.16-05-050, Finding of Fact 8, at p. 32 (“Additional review of safety, reliability, and environmental justice issues regarding the NRG Puente Project will be performed by the California Energy Commission.”)</p>	

	<p>D.16-05-050, Conclusion of Law 5, at p. 33 (no reason to defer the CPUC’s contract review until the CEC’s environmental review is complete.)</p> <p>CEJA Opening Brief at pp. 22-25 (Arguing that the PUC, as a responsible agency under CEQA, should defer its decision until after the CEC completes its environmental review.)</p>	
<p><u>5. Reasonableness of Contract Approval</u></p> <p>CEJA recommended that the Commission deny SCE’s contracts for unreasonableness, based in part on confidential information about the RFO. The Commission found the NRG Oxnard decision reasonable, but deferred its decision with regard to the Ellwood refurbishment to a later proceeding.</p>	<p>D.16-05-050, pp. 20-23 (explaining that the results of the RFO are reasonable and consistent with the CAISO’s planning assumptions with regard to reliability.)</p> <p>D.16-05-050, pp. 26-28 (explaining CEJA’s contention that there is no substantial evidence to support a decision for the Ellwood plant, and that it is appropriate to defer Goleta reliability matters to a separate decision in the docket).</p> <p>D.16-05-050, Finding of Fact 10, at p. 32 (“SCE’s assessment combining qualitative and quantitative factors in evaluating the . . . contract is consistent with its procurement plan.”)</p> <p>D.16-05-050, pp. 36-37, Findings of Fact 17, 18 (concluding the record does not support a finding of need for Ellwood.)</p> <p>CEJA Opening Brief at pp.</p>	

	<p>3-5; 11-12, 14 (arguing that the Ellwood facility is not necessary for reliability purposes).</p> <p>CEJA Reply Brief at pp. 10-17 (arguing that it was unreasonable for the PUC to approve the project because it was not based on substantial evidence in the record and fails to consider environmental justice issues).</p> <p>CEJA Opening Comments for Proposed Decision & Alternate Proposed Decision at pp. 11-13 (arguing that approving the Ellwood project is unreasonable).</p> <p>CEJA Reply Comments for Alternate Proposed Decision at pp. 4-5 (arguing that the APD’s determination that the RFO and selection of Puente are reasonable is an abuse of discretion).</p>	
<p><u>6. Retirement of Ormond Beach plant as basis of need for the NRG contract</u></p> <p>CEJA identified for the Commission the possibility that NRG would keep the Ormond Beach units online despite approval of the NRG Oxnard contract. On the dais at the meeting in which D.16-05-050 was adopted, the Commission drafted language to specify more clearly that the need for which SCE was authorized to procure the NRG Oxnard contract arose as a result of retirement of both Ormond Beach and Mandalay Once Through Cooling units.</p>	<p>D.16-05-050, pp. 3 (stating that the LCR need existed “in large part, due to the expected retirement of the Ormond Beach and Mandalay OTC generation facilities.”)</p> <p>D.16-05-050, Finding of Fact 13, p. 36 (finding that the project was necessary to meet the reliability need and that the need determination depended upon the retirement of Mandalay Units 1 and 2 and Ormond Beach OTC generation units).</p>	

	<p>CEJA Motion to Set Aside Submission, pp. 1-4.</p> <p>CEJA Reply ISO Motion to Set Aside Submission, p. 2; pp. 5-6 (arguing NRG has not admitted it is replacing Ormond Beach with the new Oxnard plant.)</p> <p>CEJA Notice of Ex Parte Communication 5/23/16 (letter to Commission explaining NRG's intent to keep Ormond Beach units online; attaching NRG letter to SWRCB re same.)</p>	
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B. Duplication of Effort (§ 1801.3(f) and § 1802.5):

	Intervenor's Assertion	CPUC Discussion
a. Was the Office of Ratepayer Advocates (ORA) a party to the proceeding?¹	Yes	
b. Were there other parties to the proceeding with positions similar to yours?	Yes	
c. If so, provide name of other parties: Sierra Club, City of Oxnard, Center for Biological Diversity.		
<p>d. Intervenor's claim of non-duplication: ORA and other parties addressed some of the issues CEJA addressed, but no party's focus was the same as CEJA. CEJA worked closely with other parties to eliminate duplication. These efforts to avoid duplication required CEJA's attorneys to connect with other parties – CEJA records these hours as "General".</p> <p>1) Early in the proceeding, CEJA coordinated with ORA to seek to share resources. ORA's focus was on the Ellwood contract. To the extent CEJA spent time on Ellwood, it adopted, wherever possible, ORA's positions and sought to share its work with ORA.</p> <p>2) Sierra Club and CEJA worked very closely together, including discussing shared strategy so that both parties' concerns were addressed with the most efficient use of advocacy resources. We discussed briefing strategies, when possible filed joint briefs.</p>		

¹ The Division of Ratepayer Advocates was renamed the Office of Ratepayer Advocates effective September 26, 2013, pursuant to Senate Bill No. 96 (Budget Act of 2013: public resources), which was approved by the Governor on September 26, 2013.

<p>3) The City of Oxnard was a strong ally of CEJA’s. CEJA relied on its analysis are sea-level rise and hazards, and was in regular communication. CEJA did not duplicate City work, but rather voiced the EJ issues the City would have needed to raise to represent its inhabitants.</p> <p>4) The Center for Biological Diversity was focused on the question of whether CEQA applied to the Puente contract. CEJA’s position and work were from a different legal perspective from the Center’s, but CEJA sought to collaborate where possible on the question of whether the Commission should await CEC review.</p>	
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C. Additional Comments on Part II (use line reference # or letter as appropriate):

#	Intervenor’s Comment	CPUC Discussion
1	Compliance with D.13-02-015 – Due to CEJA’s participation in the proceeding, the question of whether SCE’s procurement plan approval process, and the procurement itself, was extensively discussed in briefing and ex parte meetings. CEJA’s legal analysis of PUC process was a significant contribution to development of the final decision.	
2 & 3	Environmental Justice – CEJA represents the environmental justice communities that would be affected by SCE’s procurement decisions in this proceeding. To ensure the Commission’s understanding of environmental justice, CEJA ensured that community members were able to participate in Commission meetings and at the Public Participation Hearing, which CEJA was informed was one of the best-attended PPHs ever held by the PUC. CEJA’s legal analysis surfaced authorities that the Commission decisions have never considered, and CEJA provided highly qualified expert testimony to support EJ conclusions. All four proposed decisions agreed both that the Oxnard community is an environmental justice community,	

	and that relying on brownfields can exacerbate environmental injustice.	
5	Reasonableness of Contracts – The question of reasonableness of the Puente contract, and the considerations SCE undertook in selecting it, involved detailed review of confidential materials. CEJA’s advocacy resulted in removal of initial confidential designation of many documents on which parties subsequently relied in their briefing, a significant contribution in itself. CEJA’s arguments also ensured that the Commission look more closely at the qualitative and quantitative factors SCE considered.	
6	Retirement of Ormond – At the conclusion of the proceeding, after months of comments and ex partes regarding different proposed decisions, CEJA learned that NRG had attested to the State Water Board its intention to keep online two of the four units whose retirement resulted in the local need the Puente project was intended to satisfy. CEJA sent ex parte letters to the Commission and moved to reopen the record to ensure this vital information was considered. As a result, NRG wrote a follow-up letter, irrevocably committing itself to retiring all four units. The Commission interrupted its business meeting to insist that the retirement of all four units be included in the final decision that was issued.	

PART III: REASONABLENESS OF REQUESTED COMPENSATION (to be completed by Intervenor except where indicated)

A. General Claim of Reasonableness (§ 1801 and § 1806):

a. Intervenor’s claim of cost reasonableness:	CPUC Discussion
CEJA requests \$140,900.03 in fees and costs for its advocacy in the proceeding. CEJA participated in all major aspects of the proceeding, including filing multiple briefs, comments, and testimony. CEJA also ensured that the voice of the community that would be affected was heard by the ALJ, PUC	

<p>staff, and Commissioners.</p> <p>In general, CEJA advocated for the Commission to deny SCE’s NRG Oxnard plant contract for failing to meet the Track I procurement requirements of D.13-02-015 and to deny SCE’s contract for Ellwood refurbishment. CEJA recommended that the Commission require SCE to submit a revised procurement plan that provides for consideration of environmental justice, and to submit a new RFO. CEJA further recommended, in the alternative, for the Commission to stay this proceeding pending completion of the application for certification before the CEC.</p> <p>CEJA’s participation in this proceeding directly contributed to the Commission’s analysis in approving the NRG Oxnard plant contract and deferring consideration of SCE’s contract for Ellwood Refurbishment to a later proceeding. The Commission’s decision to approve the NRG Oxnard plant, although contrary to CEJA’s recommendations, was largely shaped by addressing and responding to CEJA’s concerns, as was its discussion around the Ellwood Refurbishment contract.</p> <p>CEJA’s detailed filings and testimony ensured that the Commission had sufficient information to make a determination from the record.</p>	
<p>b. Reasonableness of hours claimed:</p> <p>CEJA has exercised billing judgment. CEJA’s attorneys track their time in six minute increments, contemporaneously. In preparation of this request, CEJA’s attorneys deleted all excess time that could be characterized as administrative, since the PUC considers this to be built in to attorney rates. CEJA also deleted meetings and phone calls between CEJA’s attorneys, and between attorneys and client representatives. Where two attorneys worked on the same matter, only one attorney included time spent. In sum, CEJA has deleted more than 145 hours of attorney time to ensure against unnecessary or duplicative time.</p>	
<p>c. Allocation of hours by issue:</p> <p>Issue 1 - Procurement Compliance with Rules – 16% Issue 2 – Environmental Justice Status – 12% Issue 3 – Impacts of Brownfields Preference – 4% Issue 4 – Need to Await CEC CEQA Analysis/Extent of CEC Authority – 10% Issue 5 – Reasonableness of Ellwood and Puente Contracts – 19% Issue 6 – Retirement of Ormond as Basis for Need – 11% Issue 7 – General (inc. coordination with parties.) – 18%</p>	

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Shana Lazerow	2015	93	\$345	D.16-05-048	\$32,085			

				(awarding \$345/hr for 2015 and 2016)				
Shana Lazerow	2016	100.2	\$345	D.16-05-048 (awarding \$345/hr for 2015 and 2016)	\$34,569			
Gladys Limón	2015	109.3	\$340	Res. ALJ-308	\$37,162			
Gladys Limón	2016	58.9	\$340	Res. ALJ-308	\$20,026			
Amy Vanderwarker	2015	4.7	\$165	Res. ALJ-308	\$775.5			
Lucas Zucker	2015	26	\$140	Updated Rate Chart (advocates of comparable experience.)	\$3,640			
Lucas Zucker	2016	13.5	\$140	Updated Rate Chart (advocates of comparable experience.)	\$1,840			
Subtotal: \$ 130,097.50						Subtotal: \$		
OTHER FEES								
Describe here what OTHER HOURLY FEES you are Claiming (paralegal, travel **, etc.):								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
Lucas Zucker Travel	2016	38	\$70	½ hourly rate	\$2,660			
Gladys Limon Travel	2015	19	\$170	½ hourly rate	\$3,230			
Subtotal: \$5,890						Subtotal: \$		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
Shana Lazerow	2015 2016	18.1	\$172.50	D.04-04-012; Comment 9.	\$3,122.25			
Gladys Limón	2015	1.5	\$170	D.04-04-012; Comment 9.	\$255			
Subtotal: \$3,377.25						Subtotal: \$		
COSTS								
#	Item	Detail			Amount	Amount		
1	5/26/15 Travel from LA	Travel to PUC for evidentiary hearings			\$356.20			
2	2/10/16 Travel from LA	Travel to PUC from LA for ex parte meetings			\$505.62			

3	2/18/16 Travel from LA	Travel to PUC from LA for all-party meeting	\$547.65	
			Subtotal: \$1,409.47	
			TOTAL REQUEST: \$140,824.22	TOTAL AWARD: \$
<p>**We remind all intervenors that Commission staff may audit their records related to the award and that intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenors' records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.</p> <p>**Travel and Reasonable Claim preparation time typically compensated at ½ of preparer's normal hourly rate</p>				
ATTORNEY INFORMATION				
	Attorney	Date Admitted to CA BAR²	Member Number	Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation
	Shana Lazerow	June 1998	195491	No
	Gladys Limón	December 2003	228773	No

C. Attachments Documenting Specific Claim and Comments on Part III (Intervenor completes; attachments not attached to final Decision):

Attachment or Comment #	Description/Comment
1	Certificate of Service
2	Resume of Amy Vanderwarker
3	Timesheets

D. CPUC Disallowances and Adjustments (CPUC completes):

Item	Reason

² This information may be obtained through the State Bar of California's website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch> .

PART IV: OPPOSITIONS AND COMMENTS
 Within 30 days after service of this Claim, Commission Staff
 or any other party may file a response to the Claim (see § 1804(c))

(CPUC completes the remainder of this form)

A. Opposition: Did any party oppose the Claim?	
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If so:

Party	Reason for Opposition	CPUC Discussion

B. Comment Period: Was the 30-day comment period waived (see Rule 14.6(c)(6))?	
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If not:

Party	Comment	CPUC Discussion

FINDINGS OF FACT

1. Intervenor [has/has not] made a substantial contribution to D. _____.
2. The requested hourly rates for Intervenor’s representatives [,as adjusted herein,] are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The claimed costs and expenses [,as adjusted herein,] are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$ _____.

CONCLUSION OF LAW

1. The Claim, with any adjustment set forth above, [satisfies/fails to satisfy] all requirements of Pub. Util. Code §§ 1801-1812.

ORDER

1. Intervenor is awarded \$_____.
2. Within 30 days of the effective date of this decision, _____ shall pay Intervenor the total award. [for multiple utilities: “Within 30 days of the effective date of this decision, ^, ^, and ^ shall pay Intervenor their respective shares of the award, based on their California-jurisdictional [industry type, for example, electric] revenues for the ^ calendar year, to reflect the year in which the proceeding was primarily litigated.”] Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning [date], the 75th day after the filing of Intervenor’s request, and continuing until full payment is made.
3. The comment period for today’s decision [is/is not] waived.
4. This decision is effective today.

Dated _____, at San Francisco, California.