

Decision **PROPOSED DECISION OF ALJ BEMESDERFER** (Mailed 9/22/2016)**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

In the Matter of the Joint Application of Frontier Communications Corporation, Frontier Communications of America, Inc. (U5429C), Verizon California, Inc. (U1002C), Verizon Long Distance LLC (U5732C), and Newco West Holdings LLC for Approval of Transfer of Control Over Verizon California, Inc. and Related Approval of Transfer of Assets and Certifications.

Application 15-03-005
(Filed March 18, 2015)

DECISION DENYING COMPENSATION TO THE GREENLINING INSTITUTE

Intervenor: The Greenlining Institute	For contribution to Decision D.15-12-005
Claimed: \$24,414 24,414.00	Awarded: \$0.00
Assigned Commissioner: Catherine J.K. Sandoval	Assigned ALJ: Karl J. Bemesderfer

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	Decision 15-12-005 approved Frontier's purchase of Verizon's wireline assets and imposed conditions on that approval.
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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):	June 10, 2015	Verified
2. Other specified date for NOI:		
3. Date NOI filed:	July 7, 2015	Verified
4. Was the NOI timely filed?		Yes
Showing of customer or customer-related status (§ 1802(b)):		
5. Based on ALJ ruling issued in proceeding	R.10-02-005	Verified

number:		
6. Date of ALJ ruling:	March 29, 2010	Verified
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer or customer-related status?		Yes
Showing of “significant financial hardship” (§ 1802(g)):		
9. Based on ALJ ruling issued in proceeding number:	R.14-10-003	Verified
10. Date of ALJ ruling:	2/19/2015	Verified
11. Based on another CPUC determination (specify):		
12. Has the Intervenor demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.15-12-005	Verified
14. Date of issuance of Final Order or Decision:	12/09/2015	Verified
15. File date of compensation request:	2/9/2016	Verified
16. Was the request for compensation timely?		No

C. Additional Comments on Part I:

#	Intervenor’s Comment(s)	CPUC Discussion
16		<p>The Greenlining Institute did not timely file the request for intervenor compensation. An intervenor may file a request for compensation after issuance of a decision that resolves an issue on which the intervenor believes it made a substantial contribution, but in no event later than 60 days after the issuance of the decision closing the proceeding. <i>See</i> Rule 17.3; Pub. Util. Code § 1804(c). Here, the final decision issued on December 09, 2015 and the final date for filing a request for compensation was February 8, 2016, since the 60th day fell on the preceding Sunday. <i>See</i> Rule 1.15. Greenlining did not file until February 09, 2016. Intervenor’s request was not timely and none of the extension provisions of Rule 1.15 apply.</p> <p>There has been at least one prior instance where the Commission granted an award on a claim that was untimely filed. However, we have since determined that the Commission does not have the</p>

		<p>discretion to grant awards on claims that are not filed in accordance with § 1804(c). <i>See</i> D.15-07-017.</p> <p>The Public Utilities Code and the Commission’s Rule of Practice and Procedure are clear. If a request for compensation is not filed and served within 60 days of the issuance of a final decision closing the proceeding, the request is not timely and the intervenor is not eligible for compensation. Greenlining’s request was not timely served and therefore, the Commission must deny the request for compensation.</p>
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PART II: SUBSTANTIAL CONTRIBUTION

A. Did the Intervenor substantially contribute to the final decision (see § 1802(i), § 1803(a), and D.98-04-059).

Intervenor’s Claimed Contribution(s)	Specific References to Intervenor’s Claimed Contribution(s)	CPUC Discussion
<p>A. The Applicability of Public Utilities Code section 854, subdivisions (a), (b) and (c)</p> <p>Greenlining argued that the Commission should analyze the transaction using the factors in §854 (a), (b), and (c). Protest at p. 3.</p>	<p>The Decision did analyze the transaction using the factors in §854 (a), (b), and (c). It found that the proposed transaction met the requirements of section 854, subdivision (a). Decision at p. 48.</p> <p>The Decision further found that the proposed transaction met the requirements of section 854, subdivisions (b) and (c) as long as the combined company complied with its commitments, including those commitments made in a Memorandum of Understanding with Greenlining (hereafter, MOU). Decision at pp. 48-49.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>B. The Commission’s jurisdiction to investigate the proposed transaction.</p> <p>Greenlining argued that the Commission could examine the</p>	<p>The Decision specifically addressed the proposed transaction’s impact on broadband deployment, and noted that the various settlements and MOUs, including the Greenlining MOU, addressed those impacts. Decision at p.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not</p>

<p>effects of the proposed transaction on broadband services. See Protest at p. 4.</p>	<p>54.</p>	<p>reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>C. The condition of Verizon’s assets and the costs of repairs and/or upgrades, if any.</p> <p>Greenlining noted that the Frontier would acquire a company that was approximately four times as large as Frontier’s existing company, creating concerns that the new company would “maintain or improve the expanded Frontier’s financial condition or maintain or improve the quality of the expanded Frontier’s service.” Protest at pp. 4-5.</p>	<p>The Decision noted serious concerns about the current state of Verizon’s assets that were the subject of the transaction. Decision at p. 66. The Decision particularly noted the comments of speakers at public participation hearings, Verizon’s statements that repairing all of its GO 95 deficiencies would cost as much as ten million dollars, and Verizon’s consistent failure to meet the Commission’s standard for OOS repair intervals raised serious concerns about the state of the network. Decision at pp. 66-67. The Decision also noted that Verizon would have significant financial incentives to pass the cost of repairs on to Frontier during the period between approval and closing. Decision at p. 67. As a result, the Decision requires Verizon to either make the necessary repairs to its network or place funds in an escrow account to offset Frontier’s costs to repair the network. Decision at p. 72. The Decision specifically noted that the funds in escrow would “ensure that Frontier would have the financial means to address the network problems after the Transaction closes.” Decision at p. 50.</p> <p>In finding that the transaction would maintain or improve the new company’s service quality, the Decision stated that “[f]or its part, Frontier promised to increase significantly the number of local service personnel, to upgrade the network through the use of Connect America funding from the FCC and its</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>

	<p>own resources, and to focus without distraction on maintaining and operating a wireline network (including broadband) without concerns about the relationship between that network and a sister wireless network. The Settlements and the MOUs have alleviated concerns that Frontier will neglect the network upon succeeding to Verizon as its owner.” Decision at p. 50. To ensure that the combined company maintains or improves service quality, the Decision requires that Frontier “operate and maintain a phone system that provides safe and reliable service to all its customers.” Decision at p. 68.</p>	
<p>D. Frontier’s capacity to integrate Verizon’s assets. Greenlining noted that the Frontier would acquire a company that was approximately four times as large as Frontier’s existing company, creating concerns that the new company would “maintain or improve the expanded Frontier’s financial condition.” Protest at pp. 4-5.</p>	<p>The Decision found that the Transaction would maintain or improve the financial condition of the combined company. Decision at p. 49. However, the Decision also noted the Commission’s requirement that Verizon place \$200 million into escrow for network repairs would help ensure that Frontier had the financial means to operate the network. Decision at p. 50, and noted that commitments in the various settlements and MOUs included a commitment by Frontier to periodically meet with Joint Protestors to discuss Frontier’s ongoing financial and operational viability. Decision at p. 59.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>E. The effect of the proposed transaction on the public interest Greenlining initially argued that there was insufficient information to determine whether the proposed transaction would serve the public interest. As discussed in section F., below, this included concerns regarding corporate, philanthropic, and supplier diversity, broadband</p>	<p>The Decision found that the Greenlining MOU committed Frontier to “courses of action that we determine to be necessary in order to render the granting of the application in the public interest.” Decision at p. 63. The Decision considered the Greenlining MOU (and other MOUs) to be sufficiently important that the Decision provided “the signatories to the MOUs other than Frontier the same recourse to Commission assistance to enforce the terms of the MOUs as we will provide</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D. 15-12-005.</p>

<p>deployment, and customer service. Protest at p. 6.</p> <p>Greenlining and Frontier entered into a Memorandum of Understanding (MOU) which addressed Greenlining’s specific concerns. At the time it entered into the MOU, Greenlining was aware of various agreements between Frontier and other parties. Because it was aware of these agreements, Greenlining sought and obtained strong commitments that were not duplicative of those in other agreements. In light of these other agreements, Greenlining felt that the MOU would “result in the transaction fulfilling the applicable public interest benefits requirements.” MOU at p. 1.</p> <p>Note: As Greenlining and Frontier entered into an MOU, the confidential discussions in reaching the MOU are for the most part not reflected in the final decision.</p>	<p>to the settling parties other than Frontier with respect to enforcing the terms of the Settlements.” Decision at p. 64.</p>	
<p>F. Appropriate mitigation measures to protect the public interest</p> <p>Greenlining argued that if the Commission did approve the merger, the Commission should impose mitigation measures to ensure that the merger benefitted the public interest. Protest at pp. 11-12.</p>	<p>The Decision acknowledged that the mitigation measures in the Greenlining MOU were necessary to ensure that the proposed transaction was in the public interest: “Although the MOUs were not designated “settlements” by the parties and the parties did not file motions for their approval, they are enforceable contracts and as such have similar practical effects as the Settlements. While they were not provided to other parties for review and comment as were the Settlements, they nonetheless commit Frontier to courses of action that</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D. 15-12-005.</p>

	<p>we determine to be necessary in order to render the granting of the application in the public interest. Accordingly, though we will not formally approve the MOUs, we will provide the signatories to the MOUs other than Frontier the same recourse to Commission assistance to enforce the terms of the MOUs as we will provide to the settling parties other than Frontier with respect to enforcing the terms of the Settlements.” Decision at pp. 63-64.</p>	
<p>G. Appropriate mitigation measures to protect the public interest</p> <p>Greenlining argued that if the Commission did approve the merger, the Commission should impose mitigation measures to ensure that the merger benefitted the public interest. Protest at pp. 11-12.</p>	<p>The Decision acknowledged that the mitigation measures in the Greenlining MOU were necessary to ensure that the proposed transaction was in the public interest: “Although the MOUs were not designated “settlements” by the parties and the parties did not file motions for their approval, they are enforceable contracts and as such have similar practical effects as the Settlements. While they were not provided to other parties for review and comment as were the Settlements, they nonetheless commit Frontier to courses of action that we determine to be necessary in order to render the granting of the application in the public interest. Accordingly, though we will not formally approve the MOUs, we will provide the signatories to the MOUs other than Frontier the same recourse to Commission assistance to enforce the terms of the MOUs as we will provide to the settling parties other than Frontier with respect to enforcing the terms of the Settlements.” Decision at pp. 63-64.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D. 15-12-005.</p>
<p>Greenlining argued that the merger could harm supplier diversity. Protest at p. 7.</p> <p>Greenlining filed extensive testimony specifically on the issue of supplier diversity. Greenlining noted that while</p>	<p>As discussed above, the Decision found that the Greenlining MOU contained commitments by Frontier that were necessary to render the transaction in the public interest. Decision at p. 63. The Decision noted that “[t]he Greenlining MOU commits Frontier to</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of</p>

<p>Verizon had a strong commitment to contracting with diverse suppliers, Frontier did not appear to share that commitment. Testimony of Stephanie Chen at p. 2. Accordingly, the transaction threatened to reduce opportunities for diverse businesses. Testimony of Stephanie Chen at p. 4.</p> <p>While discussions between Greenlining and Frontier in reaching the MOU are confidential, the Greenlining MOU does contain a number of specific agreements regarding supplier diversity. MOU at pp. 1-3.</p>	<p>work with Greenlining for a minimum of three years to maximize diversity...among suppliers.” Decision at p. 54.</p>	<p>whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>Greenlining initially argued that mitigation measures were generally necessary. Protest at p. 11-12. This included concerns that for the transaction to serve the public interest, community engagement would be critical and the combined company would have to build relationships with the communities it served. Testimony of Stephanie Chen at p. 6.</p> <p>While discussions between Greenlining and Frontier in reaching the MOU are confidential, the Greenlining MOU does contain a number of specific agreements regarding community engagement, including philanthropic and local</p>	<p>As discussed above, the Decision found that the Greenlining MOU contained commitments by Frontier that were necessary to render the transaction in the public interest. Decision at p. 63. The Decision noted that “[t]he Greenlining MOU commits Frontier to work with Greenlining for a minimum of three years to maximize diversity in...philanthropy.” Decision at p. 54.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>

<p>engagement activities, including volunteer efforts by Frontier’s employees. MOU at p. 3.</p>		
<p>Greenlining argued that the merger could harm employment diversity. Protest at p. 6.</p> <p>While discussions between Greenlining and Frontier in reaching the MOU are confidential, the Greenlining MOU does contain a number of specific agreements regarding employment, including recruitment efforts and outreach to young women and men in communities of color. MOU at pp. 3-4.</p>	<p>As discussed above, the Decision found that the Greenlining MOU contained commitments by Frontier that were necessary to render the transaction in the public interest. Decision at p. 63. The Decision noted that “[t]he Greenlining MOU commits Frontier to work with Greenlining for a minimum of three years to maximize diversity in employment.” Decision at p. 54.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>Greenlining argued that the merger could harm rate stability and therefore affordability. Protest at p. 4.</p> <p>While discussions between Greenlining and Frontier in reaching the MOU are confidential, the Greenlining MOU does contain a number of specific agreements regarding Frontier’s offering affordable broadband, including a commitment that Frontier will participate in any commercially viable Federal or California Lifeline program. MOU at p. 4.</p>	<p>As discussed above, the Decision found that the Greenlining MOU contained commitments by Frontier that were necessary to render the transaction in the public interest. Additionally, as a condition of approval, the Decision states that “Frontier shall offer broadband connectivity to all Lifeline-eligible Verizon customers....” Decision at p. 71.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>Greenlining argued that the proposed transaction could harm broadband deployment. Protest at p. 4.</p> <p>While discussions between Greenlining and Frontier in reaching the MOU are</p>	<p>As discussed above, the Decision found that the Greenlining MOU contained commitments by Frontier that were necessary to render the transaction in the public interest. The Decision further noted that the Greenlining MOU “...addresses issues of broadband deployment and affordability which are</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the</p>

<p>confidential, the Greenlining MOU does contain a number of specific agreements regarding Frontier’s broadband deployment, including efforts to ensure that Frontier’s deployment is distributed equitably among the diverse communities it serves. MOU at p. 4.</p>	<p>dealt with in more detail in the CETF MOU.” Decision at p. 54.</p>	<p>Greenlining Institute made substantial contributions to D.15-12-005.</p>
<p>Greenlining argued that the proposed transaction could harm customer service for consumers with limited English proficiency. Protest at p. 10. While discussions between Greenlining and Frontier in reaching the MOU are confidential, the Greenlining MOU does contain a number of specific agreements regarding Frontier’s provision of customer service in languages other than English. MOU at p. 5.</p>	<p>As discussed above, the Decision found that the Greenlining MOU contained commitments by Frontier that were necessary to render the transaction in the public interest. The Decision further noted that “The MOU also includes commitments by Frontier to provide customer service support in multiple languages including Spanish, Chinese, Japanese, Korean, Tagalog and Vietnamese and to document the usage of such foreign language support.” Decision at p. 54.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D.15-12-005.</p>

Duplication of Effort (§ 1801.3(f) and § 1802.5):

	Intervenor’s Assertion	CPUC Discussion
<p>a. Was the Office of Ratepayer Advocates (ORA) a party to the proceeding?</p>	<p>Yes</p>	<p>N/A</p>
<p>b. Were there other parties to the proceeding with positions similar to yours?</p>	<p>Yes</p>	<p>N/A</p>
<p>c. If so, provide name of other parties: CALTEL, California Emerging Technology Fund, Center for Accessible Technology (CforAT), Communication Workers of America, Entravision, Joint Minority Parties (JMP) Office of Ratepayer Advocates, The Utility Reform Network (TURN).</p>		<p>N/A</p>
<p>d. Intervenor’s claim of non-duplication: Greenlining’s work in this proceeding was fundamentally different from that of the other consumer advocates, in that it focused specifically on the impacts on</p>		<p>Because The Greenlining</p>

<p>communities of color and low income communities. This perspective influenced many of the positions Greenlining took in the proceeding. Some of the issues, like in-language customer support, were unique to Greenlining and its constituency.</p> <p>Throughout the proceeding, Greenlining spent substantial time coordinating with parties including ORA, TURN, and CforAT. Where parties agreed, they coordinated rather than merely echoing each other. In many instances, Greenlining had specialized knowledge that contributed to the proceeding. For example, as the proceeding progressed, Greenlining narrowed its focus to the impacts of broadband availability, the new company’s diversity efforts, and employment on communities of color. While Greenlining took similar positions to JMP, the Greenlining and JMP Memoranda of Understanding (MOUs) demonstrate fundamentally different solutions. See Comment 1.</p> <p>Greenlining limited its participation in the state-wide workshops and public participation hearings to those workshops and hearings that particularly addressed the transaction’s impacts on communities of color.</p> <p>Greenlining is claiming compensation only for the work its own attorneys performed.</p>	<p>Institute did not timely file the request for compensation, the Commission did not reach the question of whether duplication occurred.</p>
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H. Additional Comments on Part II:

#	Intervenor’s Comment	CPUC Discussion
1	<p>Greenlining’s MOU is fundamentally different from, and goes farther than, than the JMP MOU. In many instances, while the JMP MOU contains commitments to share information with, and receive input from, JMP, the Greenlining MOU includes tangible, measurable commitments:</p> <ul style="list-style-type: none"> • Diversity: While both MOUs emphasize the importance of Frontier’s supplier diversity efforts, the Greenlining MOU also contains commitments by Frontier to regularly communicate the importance of supplier diversity to its employees 	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not reach the question of whether the Greenlining Institute made substantial contributions to D. 15-12-005.</p>

	<p>and the public.</p> <ul style="list-style-type: none"> • Philanthropy: While both MOUs emphasize the importance of philanthropy, the Greenlining MOU includes commitments by Frontier to prioritize local engagement opportunities that reflect equity for communities of color, to collect granular data at the local level, and regularly emphasize the importance of diversity in philanthropy to Frontier’s management employees. • Employment: While both MOUs emphasize the importance of attracting minority candidates to Frontier, the Greenlining MOU contains a commitment by Frontier to create an internship program with the specific purpose of attracting candidates from communities of color. • Affordable Broadband: While the JMP MOU states that Frontier and JMP will “continue to discuss” how Frontier might participate in the FCC’s Lifeline for Broadband program, the Greenlining MOU contains a commitment by Frontier to participate in any federal or California Lifeline program where it is commercially viable for Frontier to do so. 	
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	<ul style="list-style-type: none"> The Greenlining MOU includes a commitment by Frontier to increase its customer service support in languages other than English. JMP did not address this issue. 	
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PART III: REASONABLENESS OF REQUESTED COMPENSATION

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

a. Intervenor’s claim of cost reasonableness:	CPUC Discussion
<p>The decision specifically notes the benefits of the settlement to consumers, stating that “they nonetheless commit Frontier to courses of action that we determine to be necessary in order to render the granting of the application in the public interest.” Decision at p. 63.</p> <p>As a result of Greenlining’s efforts in this proceeding, Frontier will increase broadband deployment to households in California, will promote diversity, and improve the quality of customer service. The aggregate economic benefit of these results is many times higher than the amount Greenlining claims here. As such, Greenlining asserts that the cost of its participation is reasonable in light of the benefits realized as a result of its participation.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not assess the reasonableness of claimed costs.</p>
<p>b. Reasonableness of hours claimed:</p> <p>Greenlining’s hours were reasonable given the immense volume of information, much of it highly technical or legally complex, that was being considered in this proceeding. Greenlining sought to maintain a streamlined process of work assignments internally, with minimal supervisory involvement, which allowed the key expertise to reside in the active advocate, Mr. Goodman.</p> <p>Greenlining spent substantial time coordinating with parties including ORA, TURN, and CforAT. This time helped avoid duplicative work and improved efficiency among the parties.</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not assess the reasonableness of claimed hours.</p>
<p>c. Allocation of hours by issue:</p> <p>A. The Applicability of Public Utilities Code section 854, subdivisions (a), (b) and (c) B. The Commission’s jurisdiction to investigate the proposed transaction C. The condition of Verizon’s assets and the costs of repairs and/or upgrades, if any</p>	<p>Because The Greenlining Institute did not timely file the request for compensation, the Commission did not</p>

D. Frontier’s capacity to integrate Verizon’s assets E. The effect of the proposed transaction on communications services and the public interest G. Appropriate mitigation measures to protect the public interest H. General Matters (Including Discovery)	assess the reasonableness of claimed costs.
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B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Paul Goodman	2015	53.5	350	See Comment A	\$18,725			\$0.00
Subtotal: \$ 18,725						Subtotal: \$0.00		
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 \$
Paul Goodman—Travel Time	2015	9.2	175	See Comment A	\$1,610			\$0.00
Subtotal: \$1,610						Subtotal: \$0.00		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
Paul Goodman	2015	7.8	350	See Comment A	\$2,730			\$0.00
Subtotal: \$2,730						Subtotal: \$0.00		
COSTS								
#	Item	Detail			Amount	Amount		
	Paul Goodman—Travel Costs	Travel to Rancho Mirage; Hotel Stay (receipts attached)			\$881.67	\$0.00		
		Travel from Claremont to Oakland (receipts attached).			468.00	\$0.00		
TOTAL REQUEST: \$24,414						TOTAL AWARD: \$0.00		
<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 BAR¹	Member Number	Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation
Paul Goodman	04/24/2002	219086	No

C. Attachments Documenting Specific Claim and Comments on Part III:

Attachment or Comment #	Description/Comment
1	Certificate of Service
A	<p>Paul Goodman is currently Senior Legal Counsel for The Greenlining Institute, and handles all of Greenlining's telecommunications matters, including proceedings at the Commission and the Federal Communications Commission.</p> <p>He was sworn into the California State Bar in 2002. He received his LL.M in Intellectual Property from Santa Clara Law School in 2010. While at Santa Clara, Mr. Goodman worked as a Research Fellow for the Broadband Institute of California, working on issues including net neutrality, deceptive internet service provider terms and conditions, and the regulation of broadcast television and radio. Mr. Goodman also has experience in issues of Municipal Internet, Vertical Price Fixing in the eBook industry, Hate Speech and Mass Media, and broadcaster liability for knowingly broadcasting false statements. He has worked extensively on telecommunications and antitrust issues, and in this proceeding he provided extensive input on the legal issues raised in the scoping memo and by parties, was Greenlining's representative for the purposes of settlement negotiations, and performed all of Greenlining's research and legal drafting in this proceeding.</p> <p>Mr. Goodman's first Commission approved rate was for work done in 2011. Mr. Goodman is now in his fifth year of practice before the Commission. Resolution ALJ-308 sets the range for work done in 2015 for attorneys with 13+ years of experience at \$320-570. \$350 is an appropriate rate for Mr. Goodman's work in 2015.</p>

D. CPUC Disallowances and Adjustments:

Item	Reason
A	Because The Greenlining Institute did not timely file the request for compensation, the request is denied.

PART IV: OPPOSITIONS AND COMMENTS

A. Opposition: Did any party oppose the Claim?	No
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¹ This information may be obtained through the State Bar of California's website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>.

B. Comment Period: Was the 30-day comment period waived (see Rule 14.6(c)(6))?	No
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FINDINGS OF FACT

1. Greenlining did not timely file the request for intervenor compensation.
2. The total of reasonable compensation is \$0.00.
3. [No comments were filed.](#)

CONCLUSION OF LAW

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

ORDER

1. The Greenlining Institute request for compensation for substantial contribution to ~~decision~~[Ddecision](#) 15-12-005 is denied.
2. The Greenlining Institute shall be awarded \$0.00.
3. The comment period for today's decision is not waived.

This decision is effective today.

Dated _____, 2016, at San Francisco, California.

APPENDIX**Compensation Decision Summary Information**

Compensation Decision:		Modifies Decision?	
Contribution Decision(s):	D1512005		
Proceeding(s):	A1503005		
Author:	ALJ Bemesserfer		
Payer(s):	N/A		

Intervenor Information

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
The Greenlining Institute	February 09, 2016	\$24,414.00	\$0.00	N/A	Late-Filed Compensation Claim

Advocate Information

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Paul	Goodman	Attorney	The Greenlining Institute	\$350.00	2015	\$0.00

(END OF APPENDIX)

Document comparison by Workshare Compare on Tuesday, October 25, 2016
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Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	12