BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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Order Instituting Rulemaking on the Commission's Own Motion to Address the Issue of Customers' Electric and Natural Gas Service Disconnection.	Rulemaking 10-02-005 (Filed February 4, 2010)

JOINT MOTION OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902E), THE SOUTHERN CALIFORNIA GAS COMPANY (U 904G), DISABILITY RIGHTS ADVOCATES, THE DIVISION OF RATEPAYER ADVOCATES, THE GREENLINING INSTITUTE, THE NATIONAL CONSUMER LAW CENTER, AND THE UTILITY REFORM NETWORK FOR ADOPTION OF THE SETTLEMENT AGREEMENT

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TABLE OF CONTENTS

Page

I. BACKGROUND 1

II. SUMMARY OF THE RESIDENTIAL DISCONNECTION SETTLEMENT AGREEMENT 5

A. The Residential Disconnection Settlement Agreement Resolves All Phase I and Phase II Issues, as They Relate to SDG&E and SoCalGas 5

B. Summary of the Provisions of the Settlement Agreement 5

1. The All Residential and CARE-Only Disconnection Benchmarks 6

2. When Disconnection Benchmarks Must Be Reported and How They Are Calculated 7

3. Basis for the Disconnection Rate Calculations 7

4. When a Utility Will Be Deemed to Fall Below the Disconnection Benchmark 8

5. Implications if a Utility Falls Below the Disconnection Benchmark 8

6. When a Utility Is Deemed to Exceed the Disconnection Benchmark 8

7. Implications if a Utility Exceeds the Disconnection Benchmark 8

8. Description of the Mandatory Measures that Apply When a Disconnection Benchmark Is Exceeded 9

9. Minimum Payment Arrangement Requirements 9

10. Limited Re-Establishment of Credit Deposit Requirements 9

11. Applicable Utility Cost Recovery 10

12. Utility Extreme Weather Policy 11

13. Utility Protocol for Delivering 48-Hour Notices 11

14. In-Language 48-Hour Notices 12

15. Pre-Disconnection Customer Telephone Communications 12

16. Customer-Requested Braille Bills and 48-Hour Notices 12

17. Provision of Large Print Bills 13

18. Automated Message Options 13

19. Sign Language and Relay Service Training for Utility Field Representatives 14

20. Sign Language and Relay Service Training for Utility CSRs 14

21. Utility Remote Disconnect Policies 14

22. Stakeholder Dialogue 15

23. Reporting of Disconnection Data 15

24. Other Mutually Agreeable Measures to Further the R.10-02-005 Objectives 15

III. REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENTS 16

A. The Settlement Agreement Is Reasonable In Light of the Record as a Whole 16

B. The Settlement Agreement Is Consistent with Law and Prior Commission Decisions 17

C. The Settlement Agreement Is in the Public Interest 18

D. The Settling Parties Have Complied with the Requirements of Rule 12.1(b) 18

E. The Settlement Agreement Does Not Prejudice Any Non-Signing Party 19

IV. CONCLUSION 19

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JOINT MOTION OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902E), THE SOUTHERN CALIFORNIA GAS COMPANY (U 904G), DISABILITY RIGHTS ADVOCATES, THE DIVISION OF RATEPAYER ADVOCATES, THE GREENLINING INSTITUTE, THE NATIONAL CONSUMER LAW CENTER, AND THE UTILITY REFORM NETWORK FOR ADOPTION OF THE SETTLEMENT AGREEMENT

Pursuant to Rule 12.1 *et seq.* of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure, San Diego Gas & Electric Company ("SDG&E" or the "Utility"), Southern California Gas Company ("SoCalGas" or the "Utility"), (collectively, SDG&E and SoCalGas are referred to as the "Utilities"), Disability Rights Advocates, The Division Of Ratepayer Advocates, The Greenlining Institute, The National Consumer Law Center, and The Utility Reform Network, (collectively, "Intervenors" and together with the Utilities, the "Settling Parties"),[1] request that the Commission adopt and find reasonable the Residential Disconnection Settlement Agreement ("Settlement Agreement"), attached hereto as Appendix A.

I. BACKGROUND

On February 5, 2010, the California Public Utilities Commission ("Commission") opened this rulemaking to reexamine utility disconnection rules and practices, so as to reduce customer disconnections by improving customer notification and education. The rulemaking required all

[1] Although City and County of San Francisco ("CCSF") did not sign the Settlement Agreement, it was actively involved in the negotiations and documentation of the Settlement Agreement, and has indicated that it strongly supports the Agreement.

of the California investor-owned utilities ("IOUs")—SDG&E, SoCalGas, Pacific Gas and Electric Company ("PG&E"), and Southern California Edison Company ("SCE") – to implement the following interim practices:

- Customer service representatives ("CSRs") must inform any customer that owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months the period in which to pay the arrearage. CSRs may exercise discretion as to extending the period in which to pay the arrearage from three months up to twelve months depending on the particulars of a customer's situation and ability to repay the arrearage. CSRs may work with customers to develop a shorter repayment plan, as long as the customer is informed of the three month option. Customers must keep current on their utility bills while repaying the arrearage balance.

- Once a customer has established credit as a customer of that utility, the utility must not require that customer to pay additional reestablishment of credit deposits with the utility for either slow-payment/no-payment of bills or following a disconnection.

- Utilities were authorized to establish memorandum accounts using Tier 1 Advice Letters to track any significant additional costs, including operations and maintenance charges associated with implementing the customer practices, and any uncollectable expenses that exceed those projected in the utility's last General Rate Case ("GRC").

The rulemaking established a Preliminary Scoping Memo, which outlined issues to be considered, required the IOUs to file monthly reports of specific disconnection data, and provided utilities and parties an opportunity to comment on the interim practices and address other issues in the Preliminary Scoping Memo. Furthermore, R.10-02-005 directed the IOUs to file Tier 3 Advice Letters to establish a new fund using California Alternate Rates for Energy ("CARE") funds as matching funds to apply for federal funds available through the Temporary Assistance to Needy Families ("TANF") Emergency Contingency Fund.[2]

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[2] R.10-02-005 also directed the IOUs to propose a uniform billing/accounting methodology that ensures that the customer receives proper credit for monies paid.

Opening and reply comments to the rulemaking were filed by parties on March 12, and April 2, 2010, respectively. In May 2010, the Settling Parties met to discuss the possibility of settlement. For the next two months, the Settling Parties continued to meet regularly to explore settlement. During this time period, the Commission issued a Proposed Decision on June 17, 2010, and on July 29, 2010, the Commission issued Decision ("D.") 10-07-048 (the "Decision") to address Phase I of the proceeding. D.10-07-048 adopts customer service, billing, and communications practices that are intended to have minimal cost implications. Specifically, the Decision:

1. Continues the requirement that all PG&E, SDG&E, SCE, and SoCalGas CSRs must inform any customer that owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months the period in which to repay the arrearage.

2. Continues to allow these CSRs the discretion to extend the period in which to pay the arrearage from three months up to twelve months.[3]

3. Provides that CARE and Family Electric Rate Assistance ("FERA") customers in the PG&E, SDG&E, SCE, and SoCalGas service territories are not required to pay additional reestablishment of credit deposits with a utility for either slow-payment/no-payment of bills or following a disconnection.

4. Provides that medical baseline or life support customers shall not be disconnected without an in-person visit from a utility representative.

5. Directs SDG&E and SoCalGas to develop an automatic payment plan that allows new customers or reconnecting customers a payment option that is in lieu of a cash deposit for credit. Requires PG&E and SCE to continue to offer their non cash credit deposit options to all new customers and those required to post a reestablishment of credit deposit following a disconnection.

6. Directs PG&E, SDG&E and SCE to collect from customers a reestablishment of credit deposit following a disconnection based on twice the average monthly bill, rather than twice the maximum monthly bill. Requires SoCalGas to continue its current reestablishment of credit deposit amount of a two times the monthly average bill.

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[3] The Decision notes that while each utility may implement a repayment plan exceeding 12 months, the Commission is only requiring a 3 month extension to the repayment plan schedule D.10-07-048, at note 3.

7. Directs SoCalGas and SDG&E to waive reestablishment of credit deposits for late payment of bills. Requires PG&E and SCE to continue their practice of not collecting credit deposits for late payment of bills.

8. Directs PG&E and SCE to provide a field representative who can collect on a bill during an in-person visit prior to disconnection for medical baseline or life support customers. Requires SDG&E and SoCalGas to continue this practice.

9. Directs PG&E, SCE, SDG&E and SoCalGas to implement these customer service disconnection practices by October 1, 2010.

10. Directs SoCalGas, SDG&E, SCE and PG&E to recommend to the Commission, by October 1, 2010, uniform notice of disconnection procedures.

11. Authorizes PG&E, SCE, SDG&E and SoCalGas to charge significant costs associated with complying with the new practices in this decision to their disconnection memorandum accounts ("DAM"); however, the recovery of costs tracked in the DAM will be reviewed in the utilities' next General Rate Cases ("GRCs").[4]

12. Continues the disconnection data reporting requirements adopted in the rulemaking, and adds other data reporting requirements.[5]

As a result of their progress, the Settling Parties were able to reach an agreement in principle on July 23, 2010. On July 28, 2010, the Settling Parties noticed a settlement conference pursuant to Rule 12.1 of the Commission's Rules of Practice and Procedure, and a settlement conference was convened on August 5, 2010. Participating parties were the Settling Parties, PG&E, SCE, and the CCSF. After the settlement conference, the Settling Parties continued to diligently pursue settlement. These efforts resulted in the Residential

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[4] The Decision directs that these customer service practices shall be in effect until the effective date for each utility's next GRC, which is anticipated to be January 1, 2012. D.10-07-048, at p. 25.

[5] In the second phase of the proceeding, the Commission will address additional issues, regarding: 1) cost recovery, 2) third-party language services, 3) remote disconnection protocol, 4) a means to limit CARE-customer disconnections, 5) the definition and identification of sensitive customers, 6) the increased role of CSRs, 7) disconnection notice practices, 8) deposit rules for certain customers demonstrating bad faith, 9) the discrepancy between the disconnection rates of PG&E and SCE, as compared to SDG&E and SoCalGas, 10) uniform billing and accounting methodology, and 11) customer choice of a monthly bill date. D.10-07-048, at pp. 27-28.

Disconnection Settlement Agreement, which the Settling Parties are filing as Appendix A to this Motion, and concurrently with a Petition to Modify D.10-07-048.

II. SUMMARY OF THE RESIDENTIAL DISCONNECTION SETTLEMENT AGREEMENT

A. The Residential Disconnection Settlement Agreement Resolves All Phase I and Phase II Issues, as They Relate to SDG&E and SoCalGas

The Settlement Agreement directly advances the rulemaking's goal of reducing residential service disconnections, by improving customer notification and education. The Settlement Agreement also includes enhanced reporting requirements and performance-based residential disconnection benchmarks, which will allow the Commission, the Utilities, Consumer Groups, and other stakeholders a better opportunity to evaluate the Utilities' success in assisting customers to reduce disconnections. The performance-based disconnection benchmarks not only establish a reference point from which to evaluate the Utilities' efforts and the extent to which the hardship being experienced by customers has been sufficiently mitigated, they also create incentives for SDG&E and SoCalGas to maintain their relatively low residential disconnection rates. The Settlement Agreement incorporates further additional customer service and communications practices, policies, and protocols to address additional issues articulated in, or related to, this rulemaking.

B. Summary of the Provisions of the Settlement Agreement

Section I of the Settlement Agreement describes the parties, and provides the background to the settlement. Section II contains the main provisions of the Settlement Agreement. As noted in Section II.A, the Settlement Agreement is effective upon Commission approval, through December 31, 2013, unless the Settling Parties agree to extend the terms of the Settlement Agreement. Section II.B establishes the performance-based disconnection benchmarks, and describes how the benchmarks are calculated. This Section also discusses when the Utilities are

deemed to fall below or exceed their disconnection benchmarks, and the consequences in each instance. Section II.C discusses Utility cost recovery.

Section II.D memorializes the Utilities' extreme weather policies. Exhibit 2 details the specifics of the extreme weather policies. Section II.E describes the Utilities' continued commitment to delivering 48-hour notices in the field. In Section II.F, the Utilities agree to increase and enhance their efforts to effectively communicate with customers to help further reduce residential disconnections. Section II.G memorializes the Utilities' obligations in connection to remote disconnections. In Section II.H, the Settling Parties agree to meet quarterly to review the Utilities' performance and discuss other related issues. In Section II.I, the Settling Parties agree to consolidate the Utility Collection Activity Report and R.10-02-005 Disconnection Data Report into a single report. Exhibit 3 provides the reporting requirements. Finally, in Section II.J, the Settling Parties agree that they may mutually consent to other specific measures to advance the Commission's objectives, as stated in this rulemaking.

Section III sets forth the Reservations of the Settling Parties in entering into this Settlement Agreement. The Settling Parties request that the Commission adopt the Settlement Agreement without modification.

Section IV sets forth **a** sundry **of** provisions regarding implementation of the Settlement Agreement, regulatory approval, waiver, amendments, etc.

The material provisions of the Settlement Agreement are summarized below; however, the Settlement Agreement is the governing document over this summary in case of any unintended inconsistency.

1. The All Residential and CARE-Only Disconnection Benchmarks

Section II.B.1 establishes two performance benchmarks for residential service disconnections: one for all residential customers and one for CARE-only customers. SDG&E's

benchmark for all residential customers is 2.08%; SDG&E's benchmark for CARE-only customers is 3.44%. SoCalGas' benchmark for all residential customers is 3.36%; SoCalGas' benchmark for CARE-only customers is 4.32%.

2. When Disconnection Benchmarks Must Be Reported and How They Are Calculated

Section III.B.2 provides that the Utilities must report their disconnection rates each month, and describes how the annual and monthly disconnection rates are calculated. The annual disconnection rates for all residential customers are calculated by dividing the total disconnections for all residential customers, for the most recent 12 months, by the average number of active residential customer accounts, over the same 12 month period. Likewise, the annual disconnection rates for CARE-only customers are calculated by dividing the total disconnections for CARE-only customers, for the most recent 12 months, by the average number of active CARE-only customer accounts, over the same 12 month period.

The monthly disconnection rates for all residential customers are calculated by dividing the total monthly disconnections for all residential customers by the number of active residential accounts for that month. The monthly disconnection rates for CARE-only customers are calculated by dividing the total monthly disconnections for CARE-only customers by the number of active CARE-only customer accounts for that month. Exhibit 1 of the Settlement Agreement provides a sample calculation of the annual and monthly disconnection rates.

3. Basis for the Disconnection Rate Calculations

Pursuant to Section II.B.3, the annual and monthly all residential customer and CARE-only disconnection benchmarks will be based on the consolidated Utility Collection Activity Report and R.10-02-005 Disconnection Data Report, available no later than the 25th of the subsequent month.

4. When a Utility Will Be Deemed to Fall Below the Disconnection Benchmark

Section II.B.4 describes that a Utility will be deemed to fall below either disconnection benchmark (all residential customers or CARE-only benchmark), if the annual disconnection rate, as calculated through the end of May and through the end of November each year, is less than or equal to the established benchmark, and if the monthly disconnection rate does not exceed 1/12th of 120% of the established benchmark for any two consecutive months.

5. Implications if a Utility Falls Below the Disconnection Benchmark

So long as a Utility's disconnection rates are less than or equal to the established benchmarks, Section II.B.4 allows the Utility to implement its various discretionary credit and collections-related practices, as deemed necessary.

6. When a Utility Is Deemed to Exceed the Disconnection Benchmark

Section II.B.5 describes that a Utility will be deemed to exceed, i.e. fail to meet, the disconnection benchmark (either all residential customers or CARE-only benchmark), if the annual disconnection rate, as calculated through the end of May and through the end of November each year, is greater than the established benchmark, or if the monthly disconnection rate in any two consecutive months is greater than 1/12th of 120% of the established benchmark.

7. Implications if a Utility Exceeds the Disconnection Benchmark

If a Utility exceeds the disconnection benchmark, Section II.B.5 requires the Utility to implement certain mandatory measures, until the next May or November checkpoint, described in Section II.B.5, for which the annual shutoff rate is less than or equal to the benchmark. These measures will apply to all residential customers in the event the All Residential benchmark is exceeded. In the event only the CARE-only benchmark is exceeded, these measures will apply to all CARE, FERA, and Medical Baseline customers, and customers self-identified as disabled.

8. Description of the Mandatory Measures that Apply When a Disconnection Benchmark Is Exceeded

Sections II.B.5.a and II.B.5.b detail that the mandatory measures consist of minimum payment arrangements of 3 months and limited re-establishment of credit deposit requirements.

9. Minimum Payment Arrangement Requirements

Section II.B.5.a provides that with respect to payment arrangements, the Utility must offer a minimum three-month period, and not unreasonably withhold payment arrangements of up to 12 months. The Utility must educate its CSRs so that they may enter into longer payment plans, if appropriate. The Utility must offer payment plans at every stage of the collections process, including restoration and transfer of service.

Section II.B.5 further states that if a customer defaults on an initial payment arrangement, the Utility will provide adequate notice and information about the availability of a renegotiated payment plan. This notice and information will be provided by the Utility on the insert accompanying 48-hour notice to the customer per Section II.E of the Settlement Agreement. The Utility must offer a second payment arrangement for a minimum of the remaining term of the original payment arrangement. The Utility may offer subsequent reasonable renegotiated payment arrangements. For CARE, FERA, Medical Baseline, and customers self-identified as disabled, if the customer defaults on a payment arrangement, the Utility must offer a second payment arrangement of equal or greater repayment term as the first agreement.

10. Limited Re-Establishment of Credit Deposit Requirements

With respect to re-establishment of credit deposit requirements, Section II.B.5.b states that the Utility must not require a re-establishment of credit deposit for customers whose service has been disconnected involuntarily due to non-payment and who pay their outstanding bills

within five months, except where the Utility determines that fraud has occurred pursuant to SoCalGas Rule 16.B or SDG&E Rule 18.D.

For customers whose service was terminated voluntarily, or in cases where there has been a break in service in excess of two years, the Utility may still require the applicable deposit.

Section II.B.5.b further states that residential deposits may not exceed twice the average monthly bill as estimated by the Utility. Customers required to pay such a deposit shall be permitted to amortize the deposit over a period of three months. The Utility will not require any residential customer to pay a re-establishment of credit deposit solely on the basis of late/slow payment.

In cases of customers in bankruptcy, a re-establishment of credit deposit that is required of customers in bankruptcy must be consistent with Section 366 of the Federal Bankruptcy Code, 11 U.S.C. § 366 and must be assessed in a manner that is reasonable and nondiscriminatory.

11. Applicable Utility Cost Recovery

Section II.C.1 provides that effective through the Settlement Term, the Utilities will not seek incremental operating and maintenance ("O&M") costs resulting from implementing the Commission's Orders in R.10-02-005, this Settlement Agreement, or in the event the Utility exceeds the benchmarks established in Section III.B of the Settlement Agreement.

Section III.C.2 also states that for the 12-month period beginning the first of the month on or after the Settlement Agreement's effective date, cost recovery for uncollectible costs will be granted for up to $600,000 for SoCalGas and $300,000 for SDG&E of the residential uncollectible expenses that exceed the residential uncollectible expense for the period 08/01/09 through 07/31/10. In the event of cost recovery for uncollectible expenses, SoCalGas and SDG&E will record the costs in the Utilities' respective Disconnection Memorandum Accounts ("DMA"), which were authorized in R.10-02-005. The DMA balances will be recovered in rates

in the Utilities' Annual Regulatory Update filings, which are submitted in October of each year for rates effective January 1 of the following year.

12. Utility Extreme Weather Policy

Section II.D establishes an extreme weather policy, whereby SDG&E and SoCalGas agree not to disconnect residential customers for nonpayment in the event the temperature reaches at or above 100 degrees F or at or below 32 degrees F for SDG&E, or at or below 32 degrees F for SoCalGas.

13. Utility Protocol for Delivering 48-Hour Notices

In Section II.E.1, SDG&E agrees to continue field delivery of residential 48-hour disconnect notices and in-person disconnection for non-payment except this policy is modified for remote disconnect implementation as described in Section II.G of the Settlement Agreement.

In Section II.E.2, SoCalGas agrees to continue in-person disconnection for non-payment and field delivery of residential 48-hour disconnect notices for customers vulnerable to health and safety risks, that is: 1) customers who self-identify that they or a full-time resident of the customer's household is elderly (age 62 or older) and that disconnection of service could be life threatening to that individual, 2) customers who receive Medical Baseline allowances, 3) customers who self-identify that they or a full-time resident of the customer's household is a person with a disability, including those customers who the Utility identifies in order to reach the D.08-11-031 Low Income Energy Efficiency ("LIEE") goal that 15% of the LIEE households served be disabled, and 4) customers who self-identify that they or a full-time resident of the customer's household has a serious illness, defined as a condition that could become life threatening if service is disconnected.

14. In-Language 48-Hour Notices

In Section II.F.1, SDG&E and SoCalGas agree to implement multi-language, large print 48-hour Notice inserts in English, Spanish, Chinese (Mandarin and Cantonese), Vietnamese, Korean, and Tagalog, as well as large print (at least 16 point sans serif font) in English, to provide customers with instruction and contact information regarding how to obtain assistance. The text of the document shall read: "You are at risk for disconnection. We can help. You may be eligible for a payment plan. Please call (insert appropriate CSR number for that language)."

15. Pre-Disconnection Customer Telephone Communications

Section II.F.2 describes the Utilities' agreement to continue to make pre-disconnection calls to customers encouraging them to contact the Utility for payment arrangements and assistance. At SoCalGas, this call will be made 48 hours prior to disconnection in an automated fashion, but, when answered, handled by a live agent who will explain the urgency and offer payment arrangements and assistance. Unanswered calls will continue to receive a written notice.

At SDG&E, an Out Bound Call will be placed to delinquent CARE/FERA or CARE/FERA-qualified customers who do not have an active payment arrangement. The call will occur three business days after the disconnection notice is delivered. The call describes the services available to the customer.

16. Customer-Requested Braille Bills and 48-Hour Notices

Consistent with Section II.F.3, the Utilities will provide Braille Bills and Braille 48-Hour Notices upon request from customers. Customers may request such format through a call center agent. After the initial call is made, future bills will be sent automatically in Braille. Implementation will occur 30 days after approval of the Settlement. Braille Bills will only translate specific, relevant payment-related information, not all other messaging or non-payment related information. Braille 48-Hour Notices will also be mailed to customers requesting utility

bills in Braille. The Braille-translated 48-Hour Notice will be in conjunction with the system-generated, non-Braille notice they receive and may not be received the same day; however, the collections cycle will be adjusted in the customers' favor to accommodate the timing difference.

17. Provision of Large Print Bills

Section II.F.5 describes that the Utilities will provide large print bills through their websites for customers enrolled in "My Account." Utility websites will be updated with instructions for accessing and modifying the electronically produced bill in large font. Customers unable to access the Internet or otherwise unable to manage modifying electronically presented bills may contact the call center for agent assistance. Implementation will occur 30 days after approval of the Settlement.

18. Automated Message Options

Pursuant to Sections II.F.6 and II.F.7, the Utilities will offer all customers the option of having automated messages repeated either through a selection to hear the message again or it will automatically repeat if the customer does not terminate the call. Implementation will occur 30 days after approval of the Settlement Agreement.

Consistent with Section II.F.7, the Utilities will ensure that automated calls providing information regarding service disconnection maximize accessibility as follows: (1) for SoCalGas, all messages will have an option to be repeated; (2) to the extent that it is consistent with 47 USC Sec. 227 (The Telephone Consumer Protection Act of 1991), and to the extent that the machines delivering the call have the capability to deliver text messages, messages containing the same information as the audio message will be loaded for delivery; (3) to the extent that the machines delivering the call do not have the capability to deliver text messages, any new machines purchased shall include this capability, which will be put into use immediately upon the new machines going into service.

19. Sign Language and Relay Service Training for Utility Field Representatives

Section II.F.8 provides that the Utilities will ensure that workers conducting field visits are trained to communicate effectively with customers who use sign language, including through use of relay services if appropriate.

20. Sign Language and Relay Service Training for Utility CSRs

Section II.F.9 states that the Utilities will ensure that CSRs are trained to respond appropriately to incoming calls made using relay services, including assurances that they will not be penalized for the length of relay calls.

21. Utility Remote Disconnect Policies

In Section II.G, SDG&E agrees to implement a 12-month transition process during at least the first 12 months following the installation of each smart meter, whereby remote disconnections will not be allowed except if the customer initiates a termination of service request to the Utility. If and when remote disconnect commences, SDG&E will continue current notification procedures, including the in-person field delivery of the 48 hour notice, during which time the field staff will attempt to make contact with the customer.

In Section II.G.4, SDG&E agrees that remote disconnect will not be used for customers who are particularly vulnerable to the health and safety risks associated with the loss of utility service, i.e., self-identified seniors (age 62 or older), self-identified disabled customers, Medical Baseline customers, Life Support customers, or other customers who self-certify that they or a full-time resident of the customer's household has a serious illness, defined as a condition which could become life threatening if service is disconnected.

In Section II.G.5, SDG&E and SoCalGas agree that gas service will not be remotely disconnected, and in Section II.G.6, SDG&E agrees not to charge customers for remote disconnection and reconnection prior to the implementation of its next GRC.

22. Stakeholder Dialogue

In Section II.H, the Settling Parties agree to meet no less than quarterly to review Utility performance and to discuss other related issues. Prior to the expiration of the Settlement Agreement, the Settling Parties agree to meet to discuss the extension, termination, and/or modification of the Agreement, including rate case issues relative to SoCalGas' and SDG&E's post-2012 GRCs.

23. Reporting of Disconnection Data

Consistent with Section II.I, the Settling Parties agree to consolidate the Utility Collection Activity Report and R.10-02-005 Disconnection Data Report into single monthly report due on the 25th of each month through the Settlement Term.

24. Other Mutually Agreeable Measures to Further the R.10-02-005 Objectives

Pursuant to Section II.J.1, the Settling Parties agree that they may mutually agree to other specific measures in their efforts to support the Commission's objectives, as stated in R.10-02-005, but shall be under no obligation to support such additional measures, including the potential additional measure discussed in the next paragraph.

Section III.J.2 describes that a potential additional measure may include expanding the Commission's Telecommunications Education and Assistance in Multiple-Languages ("TEAM") program to include energy bills. The TEAM program provides in-language bill education and customer outreach to telecommunications customers who are not proficient in English.

III. REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENTS

The Settlement Agreement is submitted pursuant to Rule 12.1 *et seq.* of the Commission's Rules Practice and Procedure. The Settlement Agreement is consistent with Commission decisions on settlements, which express the strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.[6] This policy supports many worthwhile goals, including conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.[7] This strong public policy favoring settlements also weighs in favor of the Commission resistance to altering the results of the negotiation process. As long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest it should be adopted without modification.

The Settlement Agreement complies with Commission guidelines and relevant precedent for settlements. The general criteria for Commission approval of settlements are stated in Rule 12.1(d), which states:

> The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

The Settlement Agreement meets the criteria for a settlement pursuant to Rule 12.1(d), as discussed below.

A. The Settlement Agreement Is Reasonable In Light of the Record as a Whole

The Settling Parties have reached the Settlement Agreement after filing numerous comments and reply comments setting forth their legal and policy arguments on the issues in this proceeding, conducting research, participating in a workshop to discuss the parties' positions on

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6 *See, e.g.,* D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d, 301, 326).

7 D.92-12-019, 46 CPUC 2d 538, 553.

the issues, presenting the parties' positions at a Commission en banc meeting, having the opportunity to evaluate their respective positions on the issues, and after having many informal discussions regarding the merits of the issues. Each Settling Party has obtained substantial information on the other Settling Parties' positions on the issues. Armed with that information, the Settling Parties strongly believe that the Settlement Agreement accomplishes mutually acceptable outcomes regarding the customer education and notification procedures to help reduce residential service disconnections.

The Settlement Agreement addresses all material issues in Phase I and II of this proceeding. The filings of the parties in this proceeding, the workshop record, including party presentations, the Settlement Agreement itself, the Petition to Modify D.10-07-048, and this motion provide the necessary record for the Commission to find the Settlement Agreement reasonable. Thus, the Settlement Agreement represents a reasonable compromise of the Settling Parties' positions.

B. The Settlement Agreement Is Consistent with Law and Prior Commission Decisions

The Settling Parties represent that Settlement Agreement is fully consistent with law and prior Commission decisions. The Settlement Agreement is also consistent with the Commission's objectives in this rulemaking to reduce residential disconnections by improving customer notification and education. The Settling Parties are not aware of any basis on which it could be alleged that the Settlement Agreement is not consistent with law. The Settling Parties reached agreement in accordance with Rule 12.1 of the Commission's Rules of Practice and Procedure.

C. The Settlement Agreement Is in the Public Interest

The Settlement Agreement is a reasonable compromise of the Settling Parties' respective positions. The Settlement Agreement is in the public interest because it enables the Utilities to advance the Commission's goal of reducing residential disconnections, without unduly overburdening other ratepayers.

In addition, the Settlement Agreement, if adopted by the Commission, will reduce the Commission resources that must be devoted to resolving the issues in this proceeding regarding the residential disconnections, as they relate to SDG&E and SoCalGas. The saved resources of the Commission may then be devoted to matters that involve greater costs or policy issues. Given that the Commission's workload is extensive, the impact on Commission resources is doubly important.

Each portion of the Settlement Agreement is dependent upon the other portions of such Settlement Agreement. Changes to one portion of such Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes which are contained in the Settlement Agreement. As such, the Settling Parties request that the Settlement Agreement be adopted as a whole by the Commission, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

For the foregoing reasons, the Commission should find that the Settlement Agreement represents a reasonable resolution of the issues identified in this proceeding, is in the public interest, and is consistent with law and previous Commission decisions.

D. The Settling Parties Have Complied with the Requirements of Rule 12.1(b)

The Settling Parties noticed the convention of a settlement conference on July 28, 2010, and convened the settlement conference on August 5, 2010 to describe and discuss the terms of the Settlement Agreement. The settlement conference was attended by representatives of

Settling Parties as well as by PG&E, SCE and CCSF. The Settlement Agreements were executed after the settlement conference on September 8, 2010.

E. The Settlement Agreement Does Not Prejudice Any Non-Signing Party

The Settlement Agreement is without prejudice to any active party in this proceeding who is not a party to the settlement. Although CCSF did not sign the Settlement Agreement, they were actively involved in the negotiations and documentation of the Settlement Agreement, and have indicated that they do not oppose it.

IV. CONCLUSION

WHEREFORE, the Settling Parties respectfully request that the Commission:

1. Grant this motion approving the Settlement Agreement as soon as possible, but no later than the October 14, 2010 Commission meeting,
2. Suspend the procedural schedule in this proceeding as it applies to SDG&E and SoCalGas, and
3. Adopt the attached Settlement Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest.

Respectfully submitted,

DISABILITY RIGHTS ADVOCATES

By: /s/
MELISSA W. KAZNITZ

THE DIVISION OF RATEPAYER ADVOCATES

By: /s/
HARVEY Y. MORRIS

THE GREENLINING INSTITUTE

By:_____/s/_____
SAMUEL KANG

THE NATIONAL CONSUMER LAW CENTER

By:_____/s/_____
JOHN HOWAT

By:_____/s/_____
DARLENE R. WONG

SAN DIEGO GAS & ELECTRIC COMPANY
SOUTHERN CALIFORNIA GAS COMPANY

By:_____/s/_____
KIM F. HASSAN

THE UTILITY REFORM NETWORK

By:_____/s/_____
HAYLEY GOODSON

September 9, 2010

Appendix A

RESIDENTIAL DISCONNECTION SETTLEMENT AGREEMENT

Disconnection Rulemaking, R.10-02-005
San Diego Gas & Electric and Southern California Gas Company
Summary of Potential Settlement Agreement Terms

SETTLEMENT AGREEMENT BETWEEN SAN DIEGO GAS & ELECTRIC COMPANY, SOUTHERN CALIFORNIA GAS COMPANY, DISABILITY RIGHTS ADVOCATES, THE DIVISION OF RATEPAYER ADVOCATES, THE GREENLINING INSTITUTE, THE NATIONAL CONSUMER LAW CENTER, AND THE UTILITY REFORM NETWORK RESOLVING ISSUES IN THE RESIDENTIAL DISCONNECTION PROCEEDING (RULEMAKING NO. 10-02-005)

In accordance with Article 12 of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure, San Diego Gas & Electric Company ("SDG&E" or "the Utility"), Southern California Gas Company ("SoCalGas" or "the Utility") (collectively, SoCalGas and SDG&E are referred to as the "Utilities"), Disability Rights Advocates, The Division of Ratepayer Advocates, The Greenlining Institute, The National Consumer Law Center, and The Utility Reform Network (collectively, "Intervenors," and together with the Utilities, the "Settling Parties"), by and through their undersigned representatives, enter into this Settlement Agreement ("Agreement") resolving all matters at issue, as they relate to SDG&E and SoCalGas, arising, now and hereafter, in the Residential Customers' Electric and Natural Gas Service Disconnection proceeding, Commission Rulemaking No. 10-02-005. As a compromise to resolve all issues in this proceeding, the Settling Parties agree to support, in aggregate, the terms of this Agreement, which are limited to the context of residential disconnections due to nonpayment.

I. THE RESIDENTIAL CUSTOMER DISCONNECTION PROCEEDING

On February 5, 2010, the Commission opened this rulemaking to further its goal of reducing the number of residential utility service disconnections due to nonpayment. In the Rulemaking, the Commission reexamined utility disconnection rules and practices so as to help improve customer notification and education. The rulemaking required all of the California investor-owned utilities ("IOUs")—SDG&E, SoCalGas, Pacific Gas and Electric

Company ("PG&E"), and Southern California Edison Company ("SCE")—to implement the following interim practices:

- Customer service representatives ("CSRs") must inform any customer that owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months the period in which to pay the arrearage. CSRs may exercise discretion as to extending the period in which to pay the arrearage from three months up to twelve months depending on the particulars of a customer's situation and ability to repay the arrearage. CSRs may work with customers to develop a shorter repayment plan, as long as the customer is informed of the three month option. Customers must keep current on their utility bills while repaying the arrearage balance.

- Once a customer has established credit as a customer of that utility, the utility must not require that customer to pay additional reestablishment of credit deposits with the utility for either slow-payment/no-payment of bills or following a disconnection.

- Utilities were authorized to establish memorandum accounts using Tier 1 Advice Letters to track any significant additional costs, including operations and maintenance charges associated with implementing the customer practices, and any uncollectable expenses that exceed those projected in the utility's last General Rate Case ("GRC").

The rulemaking established a Preliminary Scoping Memo, which outlined issues to be considered, required the IOUs to file monthly reports of specific disconnection data, and provided utilities and parties an opportunity to comment on the interim practices and address other issues in the Preliminary Scoping Memo. Furthermore, R.10-02-005 directed the IOUs to file Tier 3 Advice Letters to establish a new fund using California Alternate Rates for Energy ("CARE") funds as matching funds to apply for federal funds available through the Temporary Assistance to Needy Families ("TANF") Emergency Contingency Fund.[1]

Opening and reply comments to the rulemaking were filed by parties on March 12, and April 2, 2010, respectively. A Proposed Decision was then issued by Commissioner

[1] R.10-02-005 also directed the IOUs to propose a uniform billing/accounting methodology that ensures that the customer receives proper credit for monies paid.

Grueneich on June 17, 2010. A final decision was issued by the Commission at its July 29, 2010 meeting. D.10-07-048 sets forth the following direction:

1. Continues the requirement that all PG&E, SDG&E, SCE, and SoCalGas CSRs must inform any customer that owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months the period in which to repay the arrearage.

2. Continues to allow these CSRs the discretion to extend the period in which to pay the arrearage from three months up to twelve months.

3. Provides that CARE and Family Electric Rate Assistance ("FERA") customers in the PG&E, SDG&E, SCE, and SoCalGas service territories are not required to pay additional reestablishment of credit deposits with a utility for either slow-payment/no-payment of bills or following a disconnection.

4. Provides that medical baseline or life support customers shall not be disconnected without an in-person visit from a utility representative.

5. Directs SDG&E and SoCalGas to develop an automatic payment plan that allows new customers or reconnecting customers a payment option that is in lieu of a cash deposit for credit. Requires PG&E and SCE to continue to offer their non cash credit deposit options to all new customers and those required to post a reestablishment of credit deposit following a disconnection.

6. Directs PG&E, SDG&E and SCE to collect from customers a re-establishment of credit deposit following a disconnection based on twice the average monthly bill, rather than twice the maximum monthly bill. Requires SoCalGas to continue its current reestablishment of credit deposit amount of a two-month average bill.

7. Directs SoCalGas and SDG&E to waive reestablishment of credit deposits for late payment of bills. Requires PG&E and SCE to continue their practice of not collecting credit deposits for late payment of bills.

8. Directs PG&E and SCE to provide a field representative who can collect on a bill during an in-person visit prior to disconnection for medical baseline or life support customers. Requires SDG&E and SoCalGas to continue this practice.

9. Directs PG&E, SCE, SDG&E and SoCalGas to implement these customer service disconnection practices by October 1, 2010.

10. Directs SoCalGas, SDG&E, SCE and PG&E to recommend to the Commission, by October 1, 2010, uniform notice of disconnection procedures.

11. Authorizes PG&E, SCE, SDG&E and SoCalGas to charge significant costs associated with complying with the new practices in this decision to their

> memorandum accounts; however, the recovery of costs tracked in the memorandum accounts will be reviewed in the utilities' next GRCs.

D.10-07-048 further adds that the interim measures as revised in this decision along with the new requirements in this decision shall be effective until the effective date for each utility's next GRC.[2] Lastly, D.10-07-048 states that many other measures proposed in comments could provide a reduction in utility disconnections but could also result in significant costs. The Commission plans to continue to analyze the costs and benefits of the alternate measures in the second phase of this proceeding.

The Settlement Parties sponsor this Agreement in order to further the Commission's goal in R.10-02-005 to reduce utility disconnections and improve customer notification and education and ask that the Commission to approve the attached Agreement to supersede D.10-07-48 as it applies to SDG&E and SoCalGas.

II. AGREEMENT

In consideration of the mutual obligations, covenants and conditions contained herein, the Settling Parties agree to the terms of this Agreement. The Settling Parties, by signing this Agreement, acknowledge that they pledge support for Commission approval and subsequent implementation of all the provisions of this Agreement. The Settling Parties agree to perform diligently and in good faith all actions required or implied hereunder, including the execution of any other documents required to effectuate the terms of this Agreement, and the preparation of exhibits for, and presentation of witnesses at any required hearings to obtain the approval and adoption of this Agreement by the Commission. No Settling Party will contest in this proceeding or in any other forum, or in any manner before this Commission, the recommendations contained in this Agreement. It is understood by the Settling Parties

[2] D.10-07-048, at p. 25. Because the effective date of PG&E's next GRC is not expected until January 2014, the Commission will address a sunset date for PG&E's disconnection practices in Phase 2 of this proceeding.

that time is of the essence in obtaining the Commission's approval of this Agreement and that each will extend its best efforts to ensure its adoption.

A. Term of Agreement

1. The Agreement is effective upon Commission approval, through December 31, 2013 (the "Settlement Term"). Unless the Settling Parties agree to extend the Agreement, as provided in Paragraph H below, this Agreement will sunset on January 1, 2014, and the terms of this Agreement will no longer apply.

B. Disconnection Benchmark

1. Two performance benchmarks for service disconnection will be established. The benchmarks will be established for all residential customers and CARE-only customers. SDG&E's benchmark for all residential customers is 2.08%; SDG&E's benchmark for CARE-only customers is 3.44%. SoCalGas' benchmark for all residential customers is 3.36%; SoCalGas' benchmark for CARE-only customers is 4.32%.

2. The benchmark rates will not change and will apply for the term of the Agreement. Benchmark performance will be reported by the Utility, each month, based on the prior 12-month period.

- The 12-month disconnection rate will be calculated by dividing the total disconnections for residential and CARE-only customers for the most recent 12 months by the average number of active residential and CARE-only customer accounts, respectively, over the same 12 month period. *See* Exhibit 1.

- The monthly disconnection rate will be calculated by dividing the total monthly disconnections for residential and CARE-only customers by the number of active residential and CARE-only accounts, respectively, for that month. *See* Exhibit 1.

3. The disconnection rate calculations above shall be based on the reports available no later than the 25th of the subsequent month in accordance with Paragraph J below. If the disconnection rate is above the benchmark, the "mandatory" measures will

become effective the first day of the following month. Similarly, if the disconnection rate is less than or equal to the benchmark, the requirement for "mandatory" measures will be lifted the first day of the following month, in accordance with Section II.B.5 below.

4. Below Benchmark Regime - The Utility shall be deemed to be below the benchmark if all of the following conditions are met:

- the annual disconnection rate as calculated through the end of May and through the end of November each year is less than or equal to the established benchmark; and
- the monthly disconnection rate does not exceed 1/12th of 120% of the established benchmark for any two consecutive months.

As long as these conditions are met, the Utility shall be allowed to implement its various discretionary credit and collections-related practices as it deems necessary.

5. Above Benchmark Regime - The Utility shall be deemed to be above the applicable benchmark if any of the following conditions are met:

- the annual disconnection rate as calculated through the end of May or through the end of November each year is greater than the established benchmark; or
- the disconnection rate in any two consecutive months is greater than 1/12th of 120% of the established benchmark.

In such event, the Utility shall be required to implement certain "mandatory" measures, as noted below, until the next May or November checkpoint, described above, for which the annual disconnection rate is less than or equal to the benchmark. These measures will apply to all residential customers in the event the All Residential benchmark is exceeded. In the event only the CARE-only benchmark is exceeded, these measures will apply to all disconnection at-risk customers, i.e. CARE, FERA, and Medical Baseline customers, and customers self-identified as disabled.[3] The mandatory measures consist of:

[3] Customers may self-identify as disabled by responding to optional and voluntary language on written LIEE or CARE applications and other customer materials that will allow them to identify themselves or a full-time resident of the customers' household as disabled. In addition, customers may self-identify as disabled by

a. Payment Arrangements

i) The Utility must offer a minimum three-month period, and not unreasonably withhold payment arrangements of up to 12 months. The Utility will educate its Customer Service Representatives that they may enter into longer payment plans, if appropriate. The Utility will offer payment plans at every stage of the collections process, including restoration and transfer of service.

ii) If a customer defaults on an initial payment arrangement, the Utility will provide adequate notice and information about the availability of a renegotiated payment plan. This notice and information will be provided by SDG&E and SoCalGas on the insert accompanying 48-hour notice to the customer per Paragraph F below in this settlement document. The Utility must offer a second payment arrangement for a minimum of the remaining term of the original payment arrangement. The Utility may offer subsequent reasonable renegotiated payment arrangements. For disconnection of at-risk customers, i.e., CARE, FERA, Medical Baseline, and customers self-identified as disabled, if the customer defaults on a payment arrangement, the Utility must offer a second payment arrangement of equal or greater repayment term.

b. Re-Establishment of Credit Deposit

i) For customers whose service has been disconnected involuntarily due to non-payment, and who pay their outstanding bills within five months, the Utility may not require a re-establishment of credit deposit except where the Utility determines that fraud has occurred pursuant to SoCalGas Tariff Rule 16.B or SDG&E Tariff Rule 18.D.

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voluntarily describing themselves, or a full-time resident of the customers' household, as disabled to a CSR, or other utility representative. In addition, any customer who is identified in a Utility database as disabled, as of the effective date of this Agreement, will be included in all relevant measures.

ii) In cases in which the prior service was terminated voluntarily, or in cases where there has been a break service in excess of two years, the Utility may still require the applicable re-establishment of credit deposit.

iii) Residential deposits may not exceed twice the average monthly bill, as estimated by the Utility. Customers required to pay such a deposit shall be permitted to amortize the deposit over a period of three months. The Utility shall not require any residential customer to pay a re-establishment of credit deposit solely on the basis of late/slow payment.

iv) A deposit that is required of customers in bankruptcy must be consistent with Section 366 of the Federal Bankruptcy Code, 11 USC § 366 , and must be assessed in a manner that is reasonable and nondiscriminatory.

C. Cost Recovery

1. O&M Costs

Effective through the Settlement Term, SoCalGas and SDG&E will not seek incremental O&M cost recovery resulting from implementing the Commission's Order in R.10-02-005, this Agreement, or in the event the Utility exceeds the benchmark established pursuant to Paragraph B above. This provision shall be without prejudice to any position any party may take upon the expiration of this Agreement regarding future O&M cost recovery.

2. Uncollectible Costs

a. For the 12-month period beginning the first of the month on or after the Agreement's effective date, cost recovery will be granted for up to $600,000 for SoCalGas and $300,000 for SDG&E of the residential uncollectible expense that exceeds the residential uncollectible expense for the period 08/01/09 through 07/31/10. In the event of cost recovery for uncollectible expenses, SoCalGas and SDG&E will record these costs at the end of the 12-month period in the Utilities' respective Disconnection Memorandum Accounts ("DMA"),

which were authorized in R.10-02-005. The DMA balances will be recovered in rates in the Utilities' Annual Regulatory Update filings, which are submitted in October of each year for rates effective January 1 of the following year.

b. SDG&E and SoCalGas will only record costs incurred during the 12-month period beginning the first of the month on or after the settlement effective date, unless the Utility obtains the prior approval of the Settlement Parties.

D. Disconnection for Extreme Weather Policy

1. SDG&E agrees that no disconnection of service to any residential customer shall occur if the National Weather Service forecasts, for the customer's climate zone, a temperature at or below 32 degrees Fahrenheit or at or above 100 degrees Fahrenheit within a 24-hour period beginning at 8:00 A.M. *See* Exhibit 2.

2. SoCalGas agrees that no disconnection of service to any residential customer shall occur if the National Weather Service forecasts, for the customer's climate zone, a temperature at or below 32 degrees Fahrenheit within a 24-hour period beginning at 8:00 A.M. *See* Exhibit 2.

E. In-Person Field Contact

1. SDG&E agrees to continue in-person disconnection for non-payment (except as modified for remote disconnect implementation as described below) and field delivery of residential 48-hour disconnect notices.

2. SoCalGas agrees to continue in-person disconnection for non-payment and SoCalGas also agrees to field delivery of residential 48-hour disconnect notices for customers vulnerable to health and safety risks. This vulnerable customer group consists of:

- Customers who self-identify that they or a full-time resident of the customer's household are elderly (age 62 or older) and disconnection of service could be life threatening to that individual;
- Customers who receive Medical Baseline allowances;

- Customers who self-identify that they or a full-time resident of the customer's household are a person with a disability, including those customers who the Utility identifies in order to reach the D.08-11-031 Low Income Energy Efficiency goal, i.e., that 15% of households served be disabled; or

- Customers who self-certify that they or a full-time resident of the customer's household have a serious illness, defined as a condition which could become life threatening if service is disconnected.

F. Effective Communications

1. The Utilities agree to implement multiple language[4], large print 48-Hour Notice inserts and/or leave behind documents (if customer is not home for field visit) to provide customers with direction and contact information on how to seek help. The text of the document shall read: "You are at risk for disconnection. We can help. You may be eligible for a payment plan. Please call [insert appropriate CSR number for that language]."

2. The Utilities will continue to make pre-disconnection calls to customers encouraging them to contact the Utility for payment arrangements and assistance. At SoCalGas, this call is made 48 hours prior to disconnection in an automated fashion, but, when answered, handled by a live agent who will explain the urgency and offer payment arrangements and assistance. Unanswered calls will continue to receive a written notice. At SDG&E, an Out Bound Call will be placed to delinquent CARE/FERA or CARE/FERA - qualified customers who do not have an active payment arrangement. The call will occur three business days after the disconnection notice is delivered. The call describes the services available to the customer.

3. The Utilities will provide Braille Bills and 48-Hour Disconnection Notices upon request from customers. Customers may request such format through a call center

[4] The languages provided will be consistent with SB 120, which includes English, Spanish, Chinese, Tagalog, Vietnamese, and Korean.

agent. After the initial call is made, future bills will be sent automatically in Braille. Implementation will occur 30 days after approval of the Settlement Agreement. Braille Bills only translate specific, relevant payment-related information, not all other messaging or non-payment related information. Braille 48-Hour Disconnection Notices will also be mailed to customers requesting utility bills in Braille. The Braille-translated 48-Hour Disconnection Notice will be in conjunction with the system-generated, non-Braille notice they receive and may not be received the same day; however, the collections cycle will be adjusted in the customers' favor to accommodate the timing difference.

4. The Utilities will provide large print bills through their websites for customers enrolled in "My Account." Utility websites will be updated with instructions for accessing and modifying the electronically produced bill in large font. Customers unable to access the Internet or otherwise unable to manage modifying electronically presented bills may contact the call center for agent assistance. Implementation will occur 30 days after approval of the Agreement.

5. The Utilities will offer all customers the option of having automated messages repeated either through a selection to hear the message again or it will automatically repeat if the customer does not terminate the call. Implementation will occur 30 days after approval of the Agreement.

6. The Utilities will ensure that automated calls providing information regarding service disconnection maximize accessibility as follows: (1) For SoCalGas, all messages will have an option to be repeated; (2) To the extent that it is consistent with 47 USC § 227 (The Telephone Consumer Protection Act of 1991), and to the extent that the machines delivering the call have the capability to deliver text messages, messages containing the same information as the audio message will be loaded for delivery; (3) to the extent that the machines delivering the call do not have the capability to deliver text messages, any new

machines purchased shall include this capability, which will be put into use immediately upon the new machines going into service;

7. The Utilities will ensure that workers conducting field visits are trained to communicate effectively with customers who use sign language, including through use of relay services if appropriate

8. The Utilities will ensure that CSRs are trained to respond appropriately to incoming calls made using relay services, including assurances that they will not be penalized for the length of relay calls.

9. The Utilities understand that DisabRA and Greenlining intend to raise broader issues regarding effective communication with customers with disabilities and language access issues regarding utility services in the Utilities' upcoming GRCs. Without prejudice to any position any party may take on these issues, SoCalGas and SDG&E recognize that such issues may be within the scope of the GRCs and will be addressed by the Commission in that forum.

G. Remote Disconnect

1. SDG&E agrees to implement a transition process during at least the first 12 months following the installation of each smart meter, whereby remote disconnections will not be allowed except if the customer initiates a termination of service request to the Utility.

2. If and when remote disconnect commences, SDG&E will continue current notification procedures, including the in-person field delivery of the 48-Hour Notice, during which time the field staff will attempt to make contact with the customer.

3. Nothing in this Agreement shall be with prejudice to any party's position with regard to remote disconnections or smart meters in the future, except as explicitly provided herein.

4. SDG&E agrees that remote disconnect will not be used for customers who are particularly vulnerable to the health and safety risks associated with the loss of utility service, i.e, self-identified seniors (age 62 or older), self-identified disabled customers, Medical Baseline customers, Life Support customers or other customers who self-certify that they have a serious illness or condition that could become life threatening if service is disconnected

5. SDG&E and SoCalGas agree that gas service will not be remotely disconnected.

6. SDG&E agrees not to charge customers for remote disconnection for non-payment and subsequent reconnection prior to the implementation of its next GRC.

H. Stakeholder Dialogue

1. The Settling Parties agree to meet no less than quarterly to review Utility performance and discuss issues.

2. Prior to the expiration of the Agreement, the Settling Parties agree to meet to discuss the extension, termination, and/or modification of the Agreement, including rate case issues beyond SoCalGas' and SDG&E's upcoming GRCs.

I. Reporting of Disconnection Data

1. The Settling Parties agree to consolidate the Utility Collection Activity Report and R.10-02-005 Disconnection Data Report into single monthly report due on the 25th of each month through the settlement term. *See* Exhibit 3.

J. Other Items

1. The Settlement Parties may mutually agree to other specific measures in their efforts to support the CPUC's objectives, as stated in R.10-02-005. The Settlement Parties shall be under no obligation to support such additional measures, including the potential additional measure discussed in the next paragraph.

2. SoCalGas and SDG&E will work collaboratively with the Commission's Public Information Office to expand the Commission's Telecommunications Education and Assistance in Multiple-Languages ("TEAM") program to include energy bills in the SoCalGas and SDG&E service areas. The TEAM program currently provides in-language bill education and customer outreach to telecommunications consumers who are not proficient in English. The incremental costs of this measure are estimated at $125,000 for SDG&E and $75,000 for SoCalGas. These costs would be recorded to the Utilities' disconnection memorandum accounts authorized in R.10-02-005. The DAM balances will be recovered in rates in the Utilities' Annual Regulatory Update filings, which are submitted in October of each year for rates effective January 1 of the following year. Should PG&E and SCE also participate in the TEAM Program SoCalGas and SDG&E will collaborate to create a statewide, consistent program.

3. This Agreement is without prejudice to any active party in R.10-02-005 who is not a party to the Agreement.

III. RESERVATIONS

A. Compromise of Disputed Claims

The Settling Parties agree that this Agreement represents a compromise of their respective positions. It does not represent the Settling Parties' endorsement of, or agreement with, any or all of the positions of the other parties.

B. Implementation of Agreement

It is the intent of the Settling Parties that the Commission adopt this Agreement in its entirety and without modification. The Settling Parties agree that if the Commission fails to approve the Agreement as reasonable and adopt it unconditionally and without modification, any Settling Party may in its sole discretion elect to terminate the Agreement.

C. Regulatory Approval

The Settling Parties shall use their best efforts to obtain Commission approval of this Agreement. The Settling Parties shall jointly request that the Commission adopt this Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest.

D. Incorporation of Complete Agreement

This Settlement embodies the entire understanding and agreement of the Settling Parties with respect to the matters described herein, and, except as described herein, supersedes and cancels any and all prior oral or written agreements, principles, negotiations, statements, representations or understandings among the Settling Parties. This Agreement is to be treated as a complete package and not as a collection of separate agreements on discrete issues. To accommodate the interests related to various issues, the Settling Parties acknowledge that changes, concessions or compromises by one or more Settling Parties in one section of this Agreement could result in changes, concessions or compromises by one or more Settling Parties in other sections of this Agreement. Consequently, the Settling Parties agree to oppose any modification of this Agreement not agreed to by all Settling Parties. Any Settling Party may withdraw from this Agreement if the Commission modifies it. However, the Settling Parties agree to negotiate in good faith with regard to any Commission-ordered changes, in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

E. Modification of Agreement

The terms and conditions of this Agreement may only be modified in writing subscribed to by the Settling Parties.

F. Non-Precedential

This Agreement represents a compromise between the Settling Parties and, consistent with Rule 12.5 of the Commissions Rules, should not be considered precedent in any future proceeding before this Commission. The Settling Parties have assented to the terms of this Agreement only for the purpose of arriving at the compromise herein.

G. Non-Waiver

It is understood and agreed that no failure or delay by any Settling Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

H. Number of Originals

This document may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Governing Law

This Agreement shall be interpreted, governed and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

J. Effective Date

This Settlement shall become effective between the Settling Parties on the date the last Settling Party executes the Settlement as indicated below.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

This Settlement shall become effective between the Settling Parties on the date the last Settling Party executes the Settlement as indicated below.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company
By: _____
Title: VP - Customer Services
Date: 9/8/10

Southern California Gas Company
By: _____
Title: _____
Date: _____

Disability Rights Advocates
By: _____
Title: _____
Date: _____

The Division of Ratepayer Advocates
By: _____
Title: _____
Date: _____

The Greenlining Institute
By: _____
Title: _____
Date: _____

The National Consumer Law Center

This Settlement shall become effective between the Settling Parties on the date the last Settling Party executes the Settlement as indicated below.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:_____

Title:_____

Date:_____

Southern California Gas Company

By:_____

Title: VP Customer Operations

Date: Sept. 8, 2010

Disability Rights Advocates

By:_____

Title:_____

Date:_____

The Division of Ratepayer Advocates

By:_____

Title:_____

Date:_____

The Greenlining Institute

By:_____

Title:_____

Date:_____

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:_____

Title:_____

Date:_____

Southern California Gas Company

By:_____

Title:_____

Date:_____

Disability Rights Advocates

By: Melissa Ng Smith (KH)

Title: Managing Attorney

Date: 9/8/10

The Division of Ratepayer Advocates

By:_____

Title:_____

Date:_____

The Greenlining Institute

By:_____

Title:_____

Date:_____

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:_____

Title:_____

Date:_____

Southern California Gas Company

By:_____

Title:_____

Date:_____

Disability Rights Advocates

By:_____

Title:_____

Date:_____

The Division of Ratepayer Advocates

By: Harvey Y. Morris

Title: Assistant General Counsel

Date: 9/9/10

The Greenlining Institute

By:_____

Title:_____

Date:_____

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By:_____

Title:_____

Date:_____

Southern California Gas Company

By:_____

Title:_____

Date:_____

Disability Rights Advocates

By:_____

Title:_____

Date:_____

The Division of Ratepayer Advocates

By:_____

Title:_____

Date:_____

The Greenlining Institute

By: [signature]

Title: Managing Attorney

Date: 9/8/10

The National Consumer Law Center

By:_____

Title: Staff Attorney

Date: 9/9/2010

The Utility Reform Network

By:_____

Title:_____

Date:_____

The National Consumer Law Center

By:_____

Title:_____

Date:_____

The Utility Reform Network

By: [illegible]

Title: Staff Attorney

Date: 9-8-2010

EXHIBIT 1

Sample Calculation of Monthly and 12-month Disconnection Rate

Disconnection Benchmark Calculation Example

Residential Benchmark: 2.08%
1/12th of 120% of Residential Benchmark: 0.21%

Below Benchmark
At Risk
Above Benchmark

	Total Residential Accounts	Total Residential Disconnects	Monthly Disconnect Rate	Twelve-month Moving Average Disconnect Rate
200906	1,232,501	2,511	0.20%	
200907	1,233,982	2,270	0.18%	
200908	1,235,100	1,963	0.16%	
200909	1,235,390	1,959	0.16%	
200910	1,236,917	1,822	0.15%	
200911	1,237,695	1,191	0.10%	
200912	1,238,148	874	0.07%	
201001	1,239,341	1,342	0.11%	
201002	1,239,465	1,893	0.15%	
201003	1,240,574	2,207	0.18%	
201004	1,241,636	1,891	0.15%	
201005	1,242,359	2,117	0.17%	1.78%
201006	1,242,877	2,000	0.16%	1.74%
201007	1,243,395	2,200	0.18%	1.73%
201008	1,243,913	2,400	0.19%	1.77%
201009	1,244,431	2,500	0.20%	1.81%
201010	1,244,950	2,400	0.19%	1.85%
201011	1,245,468	2,700	0.22%	1.97%
201012	1,245,987	2,000	0.16%	2.06%
201101	1,246,507	2,000	0.16%	2.12%
201102	1,247,026	1,800	0.14%	2.11%
201103	1,247,546	1,700	0.14%	2.07%
201104	1,248,065	1,800	0.14%	2.06%
201105	1,248,586	2,000	0.16%	2.05%
201106	1,249,106	2,000	0.16%	2.05%
201107	1,249,626	2,700	0.22%	2.09%
201108	1,250,147	2,800	0.22%	2.12%
201109	1,250,668	2,400	0.19%	2.11%
201110	1,251,189	2,400	0.19%	2.11%
201111	1,251,711	2,500	0.20%	2.09%

EXHIBIT 2

Disconnection for Extreme Weather Policy

Exhibit 2 - Extreme Weather Policy

1. SDG&E

SDG&E agrees that no disconnection of service to any residential customer shall occur if the National Weather Service forecasts, for the customer's climate zone, a temperature at or below 32 degrees Fahrenheit or at or above 100 degrees Fahrenheit within a 24-hour period beginning at 8:00 A.M.

A. A Residential customer's gas or electric service shall not be disconnected for non-payment during periods of extreme freezing temperatures, where the lives or health of our customers would be endangered. Extreme weather is defined as a temperature at or below 32 degrees Fahrenheit or at or above 100 degrees Fahrenheit in the given customer's climate zone.
B. This policy shall be in effect for a climate zone if the National Weather Service forecasts that temperatures in that climate zone will reach the extreme weather levels during a 24-hour period, beginning at 8:00 A.M. on the date of the proposed disconnection.
C. If a Field Collector should arrive on site to an area that has not been determined as a temperature extreme, he or she will determine if an exception based on temperature extremes should apply to that area. The employee's determinations will be conclusive and noted in the remarks section of the field order.
D. This policy applies also to master-metered residential buildings.

2. SoCalGas

SoCalGas agrees that no disconnection of service to any residential customer shall occur if the National Weather Service forecasts, for the customer's climate zone, a temperature at or below 32 degrees Fahrenheit within a 24-hour period beginning at 8:00 A.M.

A. A Residential customer's gas or electric service shall not be disconnected for non-payment during periods of extreme freezing temperatures, where the lives or health of our customers would be endangered. Extreme weather is defined as a temperature at or below 32 degrees Fahrenheit in the given customer's climate zone.
B. This policy shall be in effect if the National Weather Service forecasts that temperatures in each climate zone for a 24-hour period, beginning at 8:00 A.M. on the date of the proposed disconnection reach the extreme weather levels.
C. If a Field Collector should arrive on site to an area that has not been determined as a temperature extreme, he or she will determine if an exception based on temperature extremes should apply to that area. The employee's determinations will be conclusive and noted in the remarks section of the field order.
D. This policy applies also to master-metered apartment buildings.

EXHIBIT 3

Disconnection Reporting Requirements

EXHIBIT 3: Disconnect Reporting Requirements

- Number of active accounts, categorized by CARE, FERA, non-CARE/non-FERA, and Medical Baseline
- Number of bills paid within 30 days, categorized by 100% paid, 50% to 99% paid, and less than 50% paid, and further categorized by CARE, FERA and non-CARE/non-FERA
- Number of disconnect notices, categorized by CARE, FERA, non-CARE/non-FERA, and Medical Baseline
- Number of fielded non-pay disconnects, categorized by CARE, FERA, non-CARE/non-FERA, and Medical Baseline
- Number of remote non-pay disconnects, categorized by CARE, FERA, non-CARE/non-FERA, and Medical Baseline (SDG&E only)
- Number of reconnections, categorized by same day, one day after disconnection, two days after disconnection, and three or more days after disconnection, and further categorized by CARE, FERA, non-CARE/non-FERA, and Medical Baseline
- Number of payment extension plans initiated, further categorized by CARE, FERA, and non-CARE/non-FERA
- Number of installment payment plans initiated, broken and canceled, separately reported by month and categorized by duration up to 12 months, and further categorized by CARE, FERA, and non-CARE/non-FERA
- Dollar amount of the plan at the outset of the payment plan and percentage of original payment plan amount paid when installment payment plan is broken or canceled, categorized by duration up to 12 months, and further categorized by CARE, FERA, and non-CARE/non-FERA (SDG&E only)
- Number of accounts and outstanding receivables, categorized by aging period, and further categorized by CARE, FERA, and non-CARE/non-FERA (confidential until earnings are released for the applicable quarter)

Settlement report data to be provided annually:

- Number of unique accounts that had disconnect notices in the calendar year, categorized by CARE, FERA, and non-CARE/non-FERA
- Number of unique accounts that had non-pay disconnects in the calendar year, categorized by CARE, FERA, and non-CARE/non-FERA
- Number of unique accounts that had reconnections in the calendar year, categorized by CARE, FERA, and non-CARE/non-FERA
- Number of unique accounts that had payment extension plans initiated in the calendar year, categorized by CARE, FERA, and non-CARE/non-FERA
- Number of unique accounts that had installment payment plans initiated, renegotiated (i.e. payment plans created on an account within 30 days of a plan being broken or

cancelled), broken and canceled in the calendar year, separately recorded and categorized by CARE, FERA, and non-CARE/non-FERA

- Net residential write-offs (confidential until earnings are released for the applicable year)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing **JOINT MOTION OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902E), THE SOUTHERN CALIFORNIA GAS COMPANY (U 904G), DISABILITY RIGHTS ADVOCATES, THE DIVISION OF RATEPAYER ADVOCATES, THE GREENLINING INSTITUTE, THE NATIONAL CONSUMER LAW CENTER, AND THE UTILITY REFORM NETWORK FOR ADOPTION OF THE SETTLEMENT AGREEMENT** on all parties identified in Docket No. R.10-02-005 by U.S. mail and electronic mail, and by Federal Express to the assigned Commissioner(s) and Administrative Law Judge(s).

Dated at San Diego, California, this 9th day of September, 2010.

/s/ JOEL DELLOSA
Joel Dellosa

CPUC Home

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

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FILER: CPUC
LIST NAME: LIST
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TOP OF PAGE
BACK TO INDEX OF SERVICE LISTS