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

Application of Pacific Gas and Electric Company
to Implement and Recover in Rates the Costs of
its Photovoltaic (PV) Program

A.09-02-019

**APPLICATION FOR REHEARING BY THE
CONSUMER FEDERATION OF CALIFORNIA**

The Consumer Federation of California (CFC) files this Application for Rehearing in (D.10-04-052) "DECISION ADOPTING A SOLAR PHOTOVOLTAIC PROGRAM FOR PACIFIC GAS AND ELECTRIC COMPANY" pursuant to Public Utilities Code (PU Code) 1702(1)(d) and Rule 16.1 of the Rules of Practice and Procedure (RPP) of the California Public Utilities Commission (Commission).

CFC appeared in this case to challenge a proposal by Pacific Gas & Electric Company (PG&E) on the most fundamental grounds. PG&E's proposal that the Commission guarantee PG&E recovery of all the costs it spent on building and acquiring up to 500 MW of solar generation, without consideration of whether the costs were prudently spent and the final cost, was not authorized by law, imprudent and unreasonable. The Commission approved PG&E's proposal without requiring PG&E to supply evidence needed to allow the Commission to do its job. The Commission acted precipitously by not waiting until PG&E had begun building the solar plant to determine the costs of the solar generation. The Commission's decision is unsupported by the evidence, particularly testimony by PG&E's Senior Vice President in charge of Energy Procurement, who said he would not go forward with the project with so many elements unknown.

RPP Rule 16.1 requires an applicant to "set forth specifically the grounds on which the applicant considers the order or decision of the Commission to be unlawful." The remainder of this Application follows that rule.

I. THE APPLICATION IGNORES RATEMAKING PRINCIPLES AND IS THEREFORE ARBITRARY AND CAPRICIOUS, IN EXCESS OF THE POWERS OF THE COMMISSION, AND CONTRARY TO LAW.

Cost recovery for the PV Program at this stage of development is not permitted by the California Public Utilities Code. The investment in solar installations has not yet been made and cannot be found 'used and useful,' or prudent.

The Commission said, "Nothing in Pub. Util. Code § 454.8 prohibits the Commission from establishing a cost recovery mechanism for an approved utility investment before the plant is built.¹ In so ruling, the Commission acted arbitrarily, in excess of its powers and contrary to law.

Pub. Util. Code 454.8 states:

454.8. In any decision establishing rates for an electrical or gas corporation reflecting the reasonable and prudent costs of the new construction of any addition to or extension of the corporation's plant, when the commission has found and determined that the addition or extension is used and useful, the commission shall consider a method for the recovery of these costs which would be constant in real economic terms over the useful life of the facilities, so that ratepayers in a given year will not pay for the benefits received in other years.

Section 454.8 applies to "any decision reflecting the reasonable and prudent costs of the new construction ..." Construction means "a thing constructed".² Section 454.8 requires that the Commission "has found and determined that the addition or extension is used and useful" before it adopts a method to recover the costs of the construction.

The Commission said, "The only requirement of Pub. Util. Code § 454.8 is that when the Commission considers a cost recovery mechanism for a new plant that is used and useful, it would consider a mechanism that would allow the cost be distributed

¹ Final Decision at p.47

² Merriamwebster.com; 2006 Cal. PUC LEXIS 274, 36-37 (Cal. PUC 2006)(We define useful life to mean the continuous period of time when the components and system of the AMI project operate correctly and reliably to perform their designed functions. In regulatory jargon, this is the period when a system is considered to be "used and [*37] useful." see generally, *Business & Professional People for Public Interest v. Illinois Commerce Com.*, 146 Ill. 2d 175, 221 (Ill. 1991); 2008 Cal. PUC LEXIS 482 (Cal. 2008)

over the useful life of the facility so that ratepayers only pay for the benefits received in that year.” The Commission avoids the issue by omitting any explanation of the meaning of the phrase “used and useful.”

The "used and useful" rule has traditionally been applied in defining the capital base of regulated firms. So too the "prudent investment" rule. "Requiring an investment to be prudent when made is one safeguard imposed by regulatory authorities upon the regulated business for benefit of ratepayers.... [T]he 'used and useful' rule is but another safeguard. The prudence rule looks to the time of investment, whereas the 'used and useful' rule looks toward a later time. The two principles are designed to assure that the ratepayers, whose property might otherwise of course be 'taken' by regulatory authorities, will not necessarily be saddled with the results of management's defalcations or mistakes, or as a matter of simple justice, be required to pay for that which provides the ratepayers with no discernible benefit."³

II. THE COMMISSION IGNORED PUB. UTIL. CODE SECTION 399.14 AND PRIOR DECISIONS WHEN IT AUTHORIZED THE PROJECT PROPOSED BY PG&E. THE DECISION IS THEREFORE ARBITRARY AND CAPRICIOUS, IN EXCESS OF THE POWERS OF THE COMMISSION, AND CONTRARY TO LAW.

Under P.U. Code section 399.14(a)(1), electric utilities are required to prepare a renewable energy procurement plan which is reviewed and adopted by the Commission as part of a general procurement plan process. The planning process is to include “[a]n assessment of annual or multiyear portfolio supplies and demand to determine the optimal mix of eligible renewable energy resources.” P.U. Code § 399.14(a)(3)(A).

The Commission has directed electric utilities to integrate the best, most recent planning methodologies and analytical techniques in their resource plans:

In subsequent iterations of the long-term procurement process, the IOUs will be expected in their resource planning to meet and exceed the high standards Californians expect as pacesetters on energy and environmental issues. We agree with parties that find areas that could be improved on throughout the IOUs’ planning process.⁴

³ *20th Century Ins. Co. v. Garamendi* (1994) 8 Cal. 4th 216, 251 See also, *Southern California Edison Co. v. Public Utilities Com.* (1978) 20 Cal. 3d 813, 818-819 (“The ‘ basic principle [of ratemaking] is to establish a rate which will permit the utility to recover its cost and expenses plus a reasonable return on the value of property devoted to public use.’”).

⁴ Decision No. 07-12-052 (Dec. 21, 2007) at 6-7.

PG&E's PV Project is notable for its lack of resource planning.

- PG&E has not yet decided where utility owned generation ("UOG") will be built.⁵
- At the time of the hearing, PG&E had only begun surveying its substations to see **if** PV panels can be installed on any of them.⁶
- [N]o specific studies were conducted to "determine the optimum size of solar generation plant to be built to serve PG&E's existing customer base."⁷
- "No specific planning documents were considered in the estimation of the number of MWs to be developed. PG&E used its professional judgment and experience to develop the target amounts for each year of the program."⁸
- PG&E doesn't know how much land it will buy,⁹ so it cannot estimate how much that land will cost.
- PG&E doesn't know how much it will spend on grid interconnection because "actual costs will depend on the detailed design of the interconnection," which hasn't been drawn.¹⁰
- There is no evidence upon which to base a finding that PG&E's PV Program proposal will "minimize the cost to society" of additional generation facilities, a policy goal of the state, P.U. Code § 701.1.
- There is no evidence upon which to base a finding that the proposal satisfies the "least cost/best fit" criterion established pursuant to PU Code § 399.11.

The Commission erred in holding,

"Section 399.14 requires PG&E to include LCBF analysis in its renewable energy procurement plan (Procurement Plan) filed with the Commission. Accordingly, PG&E shall amend its 2010 Procurement Plan to include its PV Program. The Commission will then review contracts executed under the PV Program for consistency with PG&E's approved Procurement Plan.

The Commission is required to "review and accept, modify, or reject each electrical corporation's procurement plan,"¹¹ not its contracts, as contemplated by the Decision. PG&E did not demonstrate that the Commission has the authority to allow

⁵ Ex. 603, McDonald Response to DR 9 (ch. 1).
⁶ Testimony of McDonald, Tr. 93-94
⁷ Ex. 603, Response by McDonald to DR #11 (ch. 1).
⁸ Ex. 603, Q. 12 (ch. 1)
⁹ Testimony of Fong Wan, Tr. 54.
¹⁰ Testimony of Herman, Tr. 106.
¹¹ Pub. Util. Code § 399.14.a.5.(c).

PG&E to build something new without reconciling its costs and 'fit' with all other generation in its procurement plan, so that PG&E's procurement is the least cost, best fit generation for its customers.

PG&E's PV Project is not the least cost/best fit growth plan required by Pub. Util. Code § 399.14. CLECA demonstrated that the cost of the PV Program at three times more than the existing portfolio while other less expensive renewable alternatives exist. The California Energy Commission's ("CEC") "IOU Contract Database", reflected in Exhibit 600, shows that solar constitutes more than 85 percent of PG&E's renewable portfolio.¹² PG&E admitted it had not performed an LCBF analysis

Q. [H]ave you performed a least-cost analysis or have you been directed to perform a least-cost analysis before purchasing?

A We do what we call a least-cost/best-fit.

Q Has such an analysis been done for this PV project?

A Not that I'm aware of.¹³

The Commission erred in that PG&E's PV proposal was not subject to the process required by Pub. Util. Code § 399.14. The goals referenced in the PD -- to recognize the "importance and environmental benefits of renewable energy" and to facilitate "the expeditious installation and operation of additional renewable facilities in California and bring benefits to the ratepayers" -- would be achieved at what would be a lower cost to customers if the PV Program was reviewed as part of PG&E's procurement plans."

III. THE COMMISSION'S ACTION VIOLATED PUB. UTIL. CODE SECTION 454.

Public Utility Code section 454 prohibits any utility from changing its rate "except upon a showing before the commission and a finding by the commission that the new rate is justified." PG&E did not meet that burden of proof.

A. The Application of PG&E lacked foundational evidence on a number of significant issues. CFC sent data requests sent to discover whether such evidence exists, and discovered no evidence supported PG&E's proposal. CFC filed a Motion to Dismiss the Application, noting the following.

- PG&E's estimate of costs of the project were not supplied with the application.

¹² Ex. 600.

¹³ Tr. Vol. 3, page 343

- PG&E offered no estimate of the cost of the land to be included in rate base because the land had not yet been bought

The Assigned Commissioner and Administrative Law Judge determined “there is adequate information to proceed to evidentiary hearings to develop a record that the Commission can use to evaluate the application.” Nevertheless, PG&E was directed to “provide additional testimony on several issues.”¹⁴

B. The Commission did not apply the statutory standard of proof in making its decision. The Commission did not even mention the burden of proof. It could not because PG&E had not met it.

The Commission found “that the PV Program is in the interest of ratepayers and the adopted prices are just and reasonable.”¹⁵ A finding that prices are just and reasonable is not supported by evidence presented by PG&E.

The Commission found that “record indicates that PG&E has contracted for enough renewable power to meet its RPS target for 2010, even with the RPS’ flexible compliance rules, there is a possibility that PG&E may not meet its RPS targets.”¹⁶ The Commission cites to no evidence to support that point. The lack of evidence is apparent on the face of the decision when the Commission discusses “risks that have been widely recognized.”¹⁷

The Commission states that “[s]mall and mid-size PV projects, like those proposed by PG&E in its application “can be located close to load without the need for transmission additions.”¹⁸ PG&E witnesses agreed that PG&E was just beginning to look at substations and did not know where solar facilities will be located or if they will be used to relieve congestion.¹⁹

The Commission states that development of smaller projects can be accomplished more quickly and with less risk than larger facilities.”²⁰ That may be, but

¹⁴ AC & ALJ Scoping Memo at 8.

¹⁵ D.10-04-052 at 15.

¹⁶ D.10-04-052 at 15-16,

¹⁷ *Id.*

¹⁸ D.10-04-052 at 16.

¹⁹ Testimony of McDonald, Tr. 101

²⁰ D.10-04-052 at 17.

we don't know what size plants PG&E is going to build. PG&E hadn't decided what size plant to build; it's going to vary by each specific substation region.²¹

- Q. [H]as PG&E decided whether it will be focusing on the smaller end, let's say 1 to 5-megawatt projects, or on the larger end, say 15 to 20-megawatt projects?
- A We have not decided.

There are other reasons to believe the Commission did apply the statutory burden of proof when deciding this case. The failure to do so is contrary to law.

IV. THE COMMISSION'S DECISION IS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

PG&E states, "The reasonableness or cost-effectiveness of any program cannot be determined without reference to the benefits that are obtained."²² The statement is undisputable. There was no evidence in the record of benefits to be obtained from PG&E's project, however. The Commission said ratepayers would benefit from the project.²³ Neither provides a reference to record evidence to support a finding of benefits.

- Mr. Herman says "Use of existing land would result in PV UOG Program cost savings, to the benefit of customers."²⁴ But PG&E doesn't know whether PV panels can be installed on utility-owned land.²⁵
- Mr. Jeung says there would be cost savings to customers if PG&E reduced the price charged them,²⁶ That will happen only if "costs are substantially lower" due to "significant technology improvements or efficiency gains."²⁷
- Mr. Jones says that vendor service agreements "provide reliability and efficiency benefits while also providing predictable cost streams."²⁸ PG&E could use its

²¹ Testimony of Herman, Tr. 104-05

²² PG&E Br. at 12.

²³ Decision 10-04-052 at 18.

²⁴ Testimony of Herman, ch. 4, pp. 4-4 to 4-5.

²⁵ Testimony of McDonald, Tr. 101.

²⁶ Testimony of Jeung, ch. 3, p. 3-8.

²⁷ Testimony of Jeung, ch. 3, p. 3-8.

²⁸ Testimony of Jones, ch. 5, pp. 5-5 to 5-6.

own people for the services, but has made a judgment that since there are contractors who do panel washing, pull weeds, and repair fences for a living and are experts at it, PG&E should hire them.²⁹

- Although PG&E said “Use of existing land would result in PV UOG Program cost savings, to the benefit of customers,”³⁰ PG&E doesn’t yet know whether PV panels can be installed on utility-owned land.³¹
- Although PG&E said there would be cost savings to customers if PG&E reduced the price charged them,³² that will happen only if “costs are substantially lower” due to “significant technology improvements or efficiency gains.”³³
- Mr. Jones says that vendor service agreements “provide reliability and efficiency benefits while also providing predictable cost streams.”³⁴ PG&E could use its own people for the services, but has made a judgment that since there are contractors who do panel washing, pull weeds, and repair fences for a living and are experts at it, PG&E should hire them.³⁵

V. THE COMMISSION DENIED CFC AND ITS MEMBERSHIP A FAIR HEARING WHEN IT ENTERTAINED EX PARTE COMMUNICATIONS FROM THE APPLICANTS

It is difficult not to believe that the outcome of this proceeding was influenced by the two *ex parte* meetings between PG&E and Andrew Schwartz, the Assigned Commissioner’s advisor (Apr. 26, 2010 & March 8, 2010); a meeting between PG&E and President Peevey, and Commissioners Bohn, Grueneich, Ryan and Simon (April 5, 2010); a meeting between PG&E and Curtis Seymour, interim advisor to Commissioner Ryan (April 6, 2010); a meeting between PG&E and Andrew Campbell, advisor to Commissioner Ryan (February 23, 2010); a meeting between PG&E and Robert Kinosian, Advisor to Commissioner John Bohn (Feb. 11, 2010); a meeting between

²⁹ Testimony of Jones, Tr. 113-116.

³⁰ Testimony of Herman, ch. 4, pp. 4-4 to 4-5.

³¹ Testimony of McDonald, Tr. 101.

³² Testimony of Jeung, ch. 3, p. 3-8.

³³ Testimony of Jeung, ch. 3, p. 3-8.

³⁴ Testimony of Jones, ch. 5, pp. 5-5 to 5-6.

³⁵ Testimony of Jones, Tr. 113-116.

PG&E and Paul Phillips and Melicia Charles, Advisors to Commissioner Timothy Simon (February 11, 2010): a meeting between PG&E and Commission President Michael R. Peevey, Carol Brown, Chief of Staff to President Peevey, and Andrew Schwartz, Advisor to Commission President Peevey on February 3, 2010. These meetings violated the due process rights of CFC and its membership, and violated PU Code sections 1701.2(b) and 1701.3(c),.

The protections of procedural due process apply to administrative proceedings. *Nightlife Partners, Ltd. v. City of Beverly Hills* (2003) 108 Cal. App. 4th 81, 90. “Due process ... always requires a relatively level playing field, the so-called ‘constitutional floor’ of a ‘fair trial in a fair tribunal,’ in other words, a fair hearing before a neutral or unbiased decision maker.” *Nightlife Partners*,, 108 Cal. App. 4th at 90. *Ex parte* communications give one party an unfair advantage by allowing it to offer evidence to the decision maker which is not subject to cross-examination.

In a ratesetting case in which a hearing has been scheduled, *ex parte* communications are also “prohibited,” but oral *ex parte* communications are permitted “if all interested parties are invited and given not less than three days’ notice.” PU Code § 1701.3(c). Rule 8.2(c)(1) of the Commission’s Rules of Practice and Procedure (“CRPP”) allows oral *ex parte* communications with a Commissioner “provided that the Commissioner involved invites all parties to attend the meeting or sets up a conference call in which all parties may participate.” Neither of these processes were followed by PG&E. Instead, the parties were given after-the-fact notices that a meeting had been held.

WHEREFORE, for all the reasons stated herein, CFC respectfully asks the Commission to grant rehearing and dismiss PG&E’s application.

DATE: May 21, 2010

CONSUMER FEDERATION OF CALIFORNIA

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Application of Pacific Gas and Electric Company to
Implement and Recover in Rates the Costs of its
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A.09-02-019

CERTIFICATE OF SERVICE

I hereby certify that on May 25, 2010, I served on all parties on the service list for R.09-02-019, by email, true copies of the original of the following documents which are attached hereto:

**APPLICATION FOR REHEARING BY THE
CONSUMER FEDERATION OF CALIFORNIA**

The e-mail addresses to which these documents were sent are shown on an attachment.

Dated: May 25, 2010, at San Mateo, CA.

_____/s/_____
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