APPENDIX 1

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008. (U 902-M)	Application No. 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY for authority to update its gas revenue requirement and base rates effective on January 1, 2008. (U 904-G)	Application No. 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation No. 07-02-013 (Filed February 15, 2007)

SETTLEMENT AGREEMENT
REGARDING SAN DIEGO GAS & ELECTRIC COMPANY
TEST YEAR 2008 REVENUE REQUIREMENT

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December 21, 2007

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

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SETTLEMENT AGREEMENT
REGARDING SAN DIEGO GAS & ELECTRIC COMPANY
TEST YEAR 2008 REVENUE REQUIREMENT

Pursuant to Rule 12 of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission"), the Commission's Division of Ratepayer Advocates ("DRA"), and San Diego Gas & Electric Company ("SDG&E") [collectively referred to hereafter as "Joint Parties"] respectfully submit to the Commission this Settlement Agreement. In this Settlement Agreement, the Joint Parties provide to the Commission a recommended resolution of the revenue requirement for SDG&E for Test Year 2008.

Certain post-test-year issues designated for this proceeding are not resolved by this Settlement Agreement and will be litigated unless resolved by subsequent agreement. These unresolved matters include issues pertaining to performance based ratemaking and performance indicators are not addressed in this Settlement Agreement. Accompanying this Settlement Agreement is the Motion of the Joint Parties requesting that the Commission adopt the terms of

this Settlement Agreement. Attached to this Settlement and incorporated as integral parts of the Settlement are the following attachments:

Attachment A: Summary of Earnings Table (reflecting Settlement results)

Attachment B: Joint Settlement Comparison Exhibit

I.
INTRODUCTION AND BACKGROUND

Pursuant to D.04-12-015, SDG&E and the Southern California Gas Company ("SCG" or "SoCalGas") filed Applications (A.) 06-12-009 and A.06-12-010, respectively on December 8, 2006. The assigned ALJ consolidated the applications in light of the similarities of the filings, including many of the same witnesses, use of the same ratemaking calculations or "models," and the fact that the two companies are operated in large part by the same management. A Prehearing Conference (PHC) was held on February 9, 2007. On February 15, 2007 the Commission issued a companion order instituting investigation (I.) 07-02-013. On February 27, 2007 Assigned Commissioner Bohn and ALJ Long issued the Scoping Memo. On April 16, 2007 Applicants moved for interim relief in anticipation of a final decision in these proceedings occurring after the start of the ratemaking test year. The original schedule was modified on May 22, 2007. Pursuant to that schedule SoCalGas and SDG&E prepared supplemental testimony and served it on June 4, 2007. Intervenor testimony was served on July 6, 2007 and rebuttal testimony on July 20, 2007. Notice of the application was by publication and posting in public places. Notice of the hearings was provided in similar fashion. Public Participation Hearings (PPHs) were held in numerous locations throughout Southern California during May, 2007. Consistent with DRA's statutory mandate to represent and advocate on behalf of the interests of public utility customers within the jurisdiction of the Commission, Division of Ratepayer Advocates (DRA) staff members propounded, and Applicants responded to, voluminous and substantial data requests. DRA's discovery occurred over a period exceeding ten months. Eventually, DRA issued its comprehensive reports dated July 6, 2007, which were sponsored by approximately two dozen witnesses. In addition a number of intervenors served testimony in the

consolidated proceeding.[1] Hearings on direct and rebuttal testimony were held beginning mid-August, 2007. Evidentiary hearings concluded on September 13, 2007.

As required by Rule 12.1, prior notice with an opportunity to participate in the settlement conference was provided to all parties. A settlement conference was noticed by Applicants and held on July 24, 2007, with a second settlement conference on August 23, 2007. Continuing negotiations were held over the next several months, although they were necessarily "on hold" for some time due to resource constraints during evidentiary hearings and briefing. In late November 2007, agreement was reached in principle. Applicants noticed another settlement conference on November 28, 2007. That settlement conference was held telephonically on December 6, 2007. On December 20, 2007 the Joint Parties executed this Settlement Agreement.

II.
REASONABLENESS OF THE SETTLEMENT

The Joint Parties believe this Settlement Agreement complies with the Commission's requirements that settlements be reasonable in light of the whole record, consistent with law, and in the public interest. The Joint Parties have recognized that there is risk involved in litigation, and that no party was likely to be 100% successful in supporting its filed case. The Joint Parties have vigorously argued their positions in this matter, and have reached compromise positions that they believe are appropriate in light of the litigation risks. Furthermore, the Joint Parties have specifically considered the potential litigated outcome of issues raised by parties other than SDG&E and DRA. In the process of reaching these compromises, the Joint Parties in certain instances have considered some smaller issues in the aggregate rather than item by item. The Joint Parties believe that this approach was used appropriately given the multiplicity of issues addressed. The level of revenues agreed to in this Settlement Agreement reflects the Joint Parties' best judgments as to the totality of all parties' positions and risks, and their agreement herein is explicitly based on the bottom line result achieved.

[1] Intervenors included Aglet, CCUE, CFBF, CNGVC, FEA, Greenlining, WMA, PCOC, PG&E, SCE, TURN and UCAN, UWUA Local 483 and SCGC.

A. FORECAST METHODOLOGY

Both SDG&E and DRA based their respective test year expense forecasts largely on analyses of historical data. In many instances the differences in their forecasts are the result of employing different forecast methodologies, such as: 1) trends, 2) averages, 3) zero-based estimating, 4) adjustments to recorded expenses, and 5) varying historical time periods. The Joint Parties agree that the proper application of forecast methodologies requires the use of judgment and that, as in any forecasting exercise; there is a range of reasonable outcomes. The Joint Parties also agree that different methodologies can produce results within this range and that no single methodology will produce the sole reasonable result in every instance.

The level of test year expenses recommended by the Joint Parties is based upon their individual judgments regarding the strengths and weaknesses of competing forecasting methodologies, including those proposed by parties other than SDG&E and DRA, and the resulting compromises each party felt were reasonable. Except as specifically identified in this Settlement Agreement, the substantial differences among the Joint Parties' initial positions in each major expense area were resolved through such judgments and compromises.

III.
SETTLEMENT AND STIPULATIONS

Appendix A to this Settlement Agreement contains a Summary of Earnings table. This table sets forth the positions expressed in SDG&E's application and testimony, as revised during the proceeding, and in DRA's reports, by FERC functional account area.[2] The final column on each table, labeled "Settlement", presents the levels of expense (by functional area), revenue and rate base agreed upon by the Joint Parties, subject to adjustments described in this Settlement Agreement.

In addition to the agreements expressed in the "Settlement" column on the Summary of Earnings table, the Joint Parties agree as follows:

[2] All operations and maintenance expenses set forth in this Settlement Agreement are expressed in 2005 dollars unless otherwise specified. Capital related costs reflect SDG&E's currently authorized rate of return.

B. BASE MARGIN

The Joint Parties agree on a 2008 SDG&E base margin of $1,087,285,000 for electric and $233,670,000 for gas, for a total of $1,320,955,000.

C. MISCELLANEOUS REVENUES

The Joint Parties agree to a miscellaneous revenues forecast of $28.045 million (in 2008 $), which recognizes the UCAN proposed adjustments and represents a compromise between the end-of-hearings positions of SDG&E and DRA, rather than an agreement to either party's position.

D. REVENUE REQUIREMENT

SDG&E's combined electric and gas authorized revenue requirement for 2008 will be $1,349,000,000. As shown in the Comparison Exhibit (Exh. SDG&E-276), SDG&E's final litigation position on revenue requirement was $1,425,238,000. For SDG&E, DRA proposed combined electric and gas authorized revenue requirement for 2008 was $1,300,322,000.

E. OPERATIONS AND MAINTENANCE ("O&M") EXPENSE

Authorized O&M Expense. The Joint Parties agree that the amount of O&M expenses that SDG&E should be allowed to recover in rates in the 2008 Test Year is $586,655,000 ($461,879,000 for electricity and $124,776,000 for gas), before escalation to 2008 dollars, and $611,243,000 after escalation to 2008 dollars ($479,559,000 for electricity and $131,684,000 for gas). Details are set forth below regarding Clearing Accounts, Generation, Procurement, Gas Transmission, Electric and Gas Distribution, Uncollectibles, Customer Services, Administrative & General, Franchise Fees, Corporate Center expenses and Shared Services.

F. CLEARING ACCOUNTS

The Joint Parties agree that the Clearing Account level of expense shall be $51.487 million, which represents a compromise between the end-of-hearings positions of SCG and DRA.

G. NUCLEAR GENERATION – SONGS

Nuclear: for the San Onofre Nuclear Generating Station ("SONGS"), DRA and SDG&E had no dispute. Most of SDG&E's 2008 revenue requirement with respect to its 20% ownership in SONGS is litigated in Southern California Edison Company's ("SCE") General Rate Case. The Joint Parties agree that SDG&E's SONGS level of electric production expense adopted in the final revenue requirement in this proceeding should reflect SDG&E's share of the actual SONGS costs the Commission authorizes in the SCE GRC. With respect to the SONGS costs that SDG&E presented in this proceeding that SCE does not directly bill to SDG&E or that were not addressed in SCE's GRC showing, the Joint Parties have agreed to use SDG&E's forecast of these costs. The SONGS level of expense shall be $88.120 million, which represents the SDG&E end-of-hearings position.

Fossil: the Joint Parties agree to the SDG&E proposed level of funding of $17.710 million.

H. PROCUREMENT

SDG&E requested $7.276 million for labor and non-labor expenses related to purchasing and scheduling gas and electricity for bundled customers. The corresponding DRA estimate was $5.695 million. There was no dispute for electric procurement but DRA recommended zero funding for gas procurement costs due to the proposed consolidation of SDG&E's core gas procurement function with SoCalGas. In D.07-12-019, the CPUC approved consolidation of the SoCalGas and SDG&E core procurement functions resulting in a required decrease in the SDG&E FERC 807.5 funding. The Joint Parties agree to reflect the approval of the consolidation of the core portfolios of SoCalGas and SDG&E, resulting in a total procurement expense of $5.746 million. As discussed in the late-filed testimony of Sue Garcia, reflecting the core portfolio consolidation results in a decrease in the SDG&E 807.5 account of $1.581 million, offset by a $50,000 increase in Account 557.0 to cover the fixed annual software license fee associated with a currently shared gas procurement system (see Exhibit SCG-279, p.2). There is a corresponding increase to SoCalGas FERC 807.5 of $356,000 that results in an overall combined reduction of approximately $1.98 million consistent with the figure presented in A.06-08-026 (when including loading and escalation into the figures). TURN combined the requested SoCalGas and SDG&E procurement department funding, subtracted $2.00 million, and assigned the resulting amount between the utilities, resulting in continuation of funding at SDG&E and a

reduction in funding for SoCalGas. As a provision of the settlement, the Joint Parties agree to reflect the procurement consolidation savings consistent with the manner documented in the SoCalGas testimony of A.06-08-026. . This approach is generally consistent with the method and estimates proposed by DRA.

I. GAS TRANSMISSION

For SDG&E's gas transmission expense the Settlement compromises between the company's forecast and DRA's, and provides $9.251 million. Within this level of expense, SDG&E requested $4.0 million for labor and non-labor costs associated with Distribution Integrity Management Program (DIMP) expenses in FERC 859. DRA proposed to remove these expenses and place them in a memorandum account for future disposition. The Settlement value of $4.0 million for this FERC account represents a compromise that accommodates the funding requested by SDG&E. The Joint Parties also agree that there shall be a one way balancing account mechanism for DIMP costs for the term of the GRC Cycle, and any over- or under-collections may be carried forward within the GRC cycle. Any unspent DIMP funds at the end of this GRC cycle would be returned to customers in the next GRC.

J. ELECTRIC AND GAS DISTRIBUTION

The SDG&E electric and gas distribution level of expense is $93.046 million, which represents a compromise between the end-of-hearings positions of SDG&E and DRA. This amount was arrived at by a series of compromises in numerous Electric and Gas distribution FERC accounts that are between the positions of the Joint Parties and that appropriately reflect the litigation risk associated with this area. The Joint Parties also agree to a funding level of $19.652 million for Tree Trimming in Account 593.1, and that Tree Trimming will continue to receive one-way balancing account treatment.

K. UNCOLLECTIBLES

The uncollectibles portion of O&M expense equals $1.863 million and has been calculated using a rate of 0.141%. This rate is a compromise between the rates proposed by DRA and SDG&E and is acceptable to the Joint Parties. It should be noted that, because

franchise fees and uncollectibles are calculated based on total revenues, they are stated in 2008 dollars throughout the Settlement Agreement.

L. CUSTOMER SERVICES

The Joint Parties agree to customer service expenses of $79.004 million. This amount includes $2.810 million for RD&D funding in FERC 930. The Customer Services level of expense represents a compromise between the end-of-hearings positions of SDG&E and DRA. The settlement was arrived at by accepting the DRA position related to gas and electric meter expenses, seasonal light-up expense, billing and bookkeeping expense, customer care development and support; the SDG&E position related to electric turn on/off expense, gas records expense, meter reading expense, customer care information technology expense; and compromising on revenue requirement outcomes for customer installation expense, Customer Contact Center expense and Customer Information expenses in FERC 908.

M. ADMINISTRATIVE & GENERAL (A&G)

The Joint Parties agree to A&G expenses $256.571 million, which represents a compromise between the end-of-hearings positions of SDG&E and DRA. This amount includes the impact of using the most recent DRA estimate of pension ($53.500 million) and PBOPs ($15.500 million) expenses (identified in Exhibits DRA-27 and DRA-15) in FERC 926.
In response to SDG&E's request in A.06-12-009, interested parties sought large A&G reductions, and the Settlement reflects $48.9 million less than SDG&E's final litigation position. The Settlement therefore reflects the litigation risks but also protects against some of SDG&E's major concerns, such as pension/PBOPs contribution requirements and medical cost increases.
Incentive Compensation: the settlement funds $0 associated with the Long-Term Incentive Plan in FERC 920.1 and significant adjustments to the Incentive Compensation and Special Recognition awards requested in FERC 920.2. However, the settlement does not resolve any policy issues related to the funding of these items. This represents a reduction of $17.4 million from SDG&E's proposal.
D&O Liability Insurance: The Joint Parties agree to accept the DRA position related to D&O liability insurance funding. However, the resolution of this issue does not resolve any policy issues related the funding of D&O Liability Insurance.

Pension Expense: The Joint Parties agree that the existing SDG&E Pensions and PBOPs balancing account balances will be carried forward and these two-way balancing accounts shall continue to be used to recover both Pension and PBOPs costs. These shall continue to be interest bearing accounts and the disposition of any balance in the accounts at the end of this GRC cycle shall be determined in the next GRC.

The Joint Parties agree that the DRA estimate of $53.500 million for pension expense (shall be adopted. Any increase or decrease in actual contributions at the ERISA minimum required funding level for any year will be adjusted through the two-way balancing account. For the period 2009 through the end of the GRC term, annual Pension contributions will be no greater than the ERISA minimum required funding amount. If the ERISA minimum exceeds the DRA estimate of Pension expense (identified in Exhibit DRA-15) in any year, then the company will file and advice letter containing the supporting calculation of the minimum ERISA contribution made. There will be no cost sharing mechanism between customers and shareholders related to the above pension funding mechanisms during this GRC cycle.

Post-Retirement Benefits Other Than Pensions ("PBOPS") Expense:

The Joint Parties agree to use the most recent DRA estimate of PBOP expense for the rate case period. Any required increase or decrease in actual PBOP expense for any year will be adjusted through the two-way balancing account.

Supplemental Pensions: In Account 926, the Joint Parties agree to zero funding for supplemental pensions as proposed by DRA, a $1.2 million reduction in the SDG&E request.

Benefits Expense (including Medical, Dental and Vision): The Joint Parties agree to reduce the SDG&E request for medical, dental and vision benefits by $5.0 million to reflect the differing forecasting methodologies of the parties. The resulting expense of $36.0 million is a reasonable compromise of the litigation positions of the parties.

N. CORPORATE AND SHARED SERVICES

Corporate Center charges: In Corporate Center charges, the Joint Parties agree to a $7.9 million reduction to the SDG&E forecast; which addresses both the DRA and UCAN issues associated with Corporate Center allocations without adopting any specific positions on those disputed issues individually.

Utility Shared Services: In Utility Shared Services the Joint Parties agree to a $0.7 million reduction from the SDG&E forecast. The Shared Services level of expense shall be $47.014 million, which represents a compromise between the end-of-hearings positions of SDG&E and DRA. [This agreement is contingent upon the Joint Parties agreeing to a Shared Services figure of $185.948 million for SCG.]

O. FRANCHISE FEES

Franchise Fees: The Franchise Fee level of expense shall be $42.248 million. The franchise fees portion of O&M expense has been calculated using a franchise fee rate of Electric: 3.43%; and Gas: 2.12% (the franchise fee factor used to calculate customer bills will differ depending on whether the customer is inside or outside the City of San Diego; these figures represent the system average). Because franchise fees are calculated based on total revenues, they are stated in 2008 dollars throughout the Settlement Agreement.

P. COST ESCALATION

Cost Escalation. Labor Escalation level of expense shall be $17.673 million. Nonlabor Escalation level of expense shall be $6.915 million. The labor, non-labor and other expense allocations for purposes of escalating from 2005 dollars to 2008 dollars are set forth in Appendix 1 hereto.

Q. DEPRECIATION.

The depreciation level of expense shall be $258.745 million, which represents a compromise between the end-of-hearings positions of SDG&E and DRA. SDG&E requested changes to net salvage rates for 30 of the 71 plant accounts subject to its 2008 GRC. DRA opposed changes to 8 of the 45 plant accounts. DRA does not uniformly rely upon a 15 year band of company specific data for each account, and took into account information relating to PG&E and SCE, and the gas and electric industry "Average Service Mean" (ASM) statistics and other factors to formulate proposed net salvage rates. The Joint Parties agree to a set of net salvage rates that result in a total depreciation expense that is a reasonable compromise of the parties' litigation positions. The agreed upon depreciation expense does not resolve any policy

issues related to any component of depreciation expense. . For the specific accounts in dispute between SDG&E and DRA, this agreement uses the following negative net salvage rates:

Net Salvage Rate Component of Depreciation Rate

Plant Account Number	Settlement Agreement
Account 361.0	- 20 %
Account 362.0	- 15 %
Account 364.0	- 100 %
Account 365.0	- 100 %
Account 367.0	- 65 %
Account 368.1	- 30 %
Account 368.2	- 40 %
Account 369.1	- 125 %
Account 369.2	- 95 %
Account 370.2	- 15 %
Account 380.0	- 90 %
Account 390.0	- 15 %

The Agreement requires that SDG&E will record a regulatory liability for ratemaking purposes for prefunded asset removal costs. SDG&E shall also provide in its next GRC application the following:

1. The then-current balance of pre-funded removal costs;
2. A year-by-year projection of: (1) when the then-existing balance of prefunded removal costs will be consumed, and (2) the implicit inflation rate for future asset removal costs;
3. A five-year projection of the year-end balance of pre-funded removal costs showing for each year the gross additions to the balance, gross expenditures for removal costs, and the net change in the balance of pre-funded removal costs.
4. A study for presentation in the next GRC that will separate the accrual for cost of removal from accruals for depreciation expense.
5. If SDG&E determines the necessary information is available, SDG&E shall include a net salvage study for each of the Palomar and Miramar generation facilities in the next GRC.

The Joint Parties agree that all DRA Depreciation issues are subsumed and resolved within this Agreement.

R. TAXES ON INCOME

The Taxes on Income level of expense shall be $143.866 million, which reflects a compromise between the end-of-hearings positions of SDG&E and DRA. Also, this amount includes using the UCAN forecast of repair deduction for state tax.

S. TAXES OTHER THAN ON INCOME

The Taxes (Other than Income) level of expense shall be $59.640 million, which reflects a compromise between the end-of-hearings positions of SDG&E and DRA.

T. TOTAL OPERATING EXPENSES

The Joint Parties agree to Total Operating Expenses of $1,073,494,000.

U. RETURN

The Joint Parties agree to Return of $275,506,000, assuming the currently-authorized rate of return on rate base of 8.23%.

V. RATE BASE

Rate Base: The Joint Parties agree to rate base level of expense for SDG&E of $3,347.587 million, which reflects a compromise between the end-of-hearings positions of SDG&E and DRA.

The associated Return level of expense shall equal the Rate Base expense multiplied by the current Return on Rate Base of 8.23%. The Joint Parties recognize that on December 20, 2007, the CPUC issued a Cost of Capital decision, which increased effective January 1, 2008 the SDG&E Return on Rate Base from 8.23% to 8.40%. The Joint Parties agree that the impacted components of the revenue requirement, and thus the total revenue requirement, contained within this settlement agreement shall upon implementation be adjusted to correctly reflect this increase in Return on Rate Base (or to adjusted to reflect any final Return on Rate Base should the 8.40% change as a result of further adjudication).

Working Capital: DRA recommended reductions of approximately $40 million from SDG&E's proposed level of working capital. UCAN also recommended a reduction of

approximately $60 million of SDG&E's proposed working capital (and, therefore, rate base) on a variety of grounds. Joint Parties have taken into consideration the positions of UCAN as well as of SDG&E and DRA, and agree that ($10.308) million represents a reasonable level of working cash for SDG&E for 2008. No specific sub-components of working cash are resolved by the Joint Parties and the Joint Parties agree that this result does not resolve any policy issues raised by DRA or UCAN related to working cash.

Capital Additions: The Joint Parties agree to an approximate $48.2 million reduction in capital additions compared to SDG&E's position in the proceeding.

W. RATE OF RETURN

The Settlement assumes SDG&E's authorized rate of return on rate base as last authorized by the Commission. The Joint Parties agree that the final Return on Rate Base decided by the Commission in the pending SDG&E Cost of Capital decision will replace the 8.23% figure in this calculation.

X. MISCELLANEOUS

The following other issues are resolved by the Joint Parties:

- The O&M Reassignments level of expense shall be ($82.037) million.
- The FERC Transmission Allocation level of expense shall be ($23.366) million
- Cost Allocation Method for ICCMA and IMPMA Balances: the Joint Parties agree to the SDG&E proposal to allocate the balance in these accounts according to the Equal Percent of Marginal Cost (EPMC) allocation methodology.
- SDG&E agrees to add the "change log" feature for its Results of Operations model, and to have that feature in place prior to the next GRC proceeding.

IV.
ADDITIONAL TERMS AND CONDITIONS

A. PERFORMANCE

The Joint Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any a other documents required to effectuate the terms of this Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Settlement 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 Settlement Agreement. It is understood by the Joint Parties that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and that all will extend their best efforts to ensure its adoption.

B. THE PUBLIC INTEREST

The Joint Parties agree jointly by executing and submitting this Settlement Agreement that the relief requested herein is just, fair and reasonable, and in the public interest.

C. NON-PRECEDENTIAL EFFECT

This Settlement Agreement is not intended by the Joint Parties to be binding precedent for any future proceeding. The Joint Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Each Settling Party expressly reserves its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methodologies which may be different than those under-lying this Settlement Agreement, and the Joint Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against them.

The Settlement explicitly does <u>not</u> establish any precedent on the litigated revenue requirement issues in the case, even though the Settlement adopts revenue requirement reductions identified with specific FERC accounts and disputed items.

D. INDIVISIBILITY

This Settlement Agreement embodies compromises of the Joint Parties' positions. No individual term of this Settlement Agreement is assented to by any Settling Party, except in consideration of the other Joint Parties' assents to all other terms. Thus, the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Joint Parties agree, however, 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.

The Joint Parties acknowledge that the positions expressed in the Settlement Agreement were reached after consideration of all positions advanced in the prepared testimony of SDG&E, DRA, and the other interested parties, as well as proposals offered during the settlement negotiations. This document sets forth the entire agreement of Joint Parties on all of those issues, except as specifically described within the Settlement Agreement. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed by all Joint Parties.

E. ATTACHMENTS

Attachments A through B to this Settlement Agreement are part of the agreement of the Joint Parties and are incorporated by reference.

Dated this 21st day of December, 2007.

DIVISION OF RATEPAYER ADVOCATES

By: _____
Dana Appling
Director, Division of Ratepayer Advocates

Dated this 21st day of December, 2007.

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Lee Schavrien
Senior Vice President – Regulatory Affairs

Attachment 1: Escalation Rates 2001-2008

	2001	2002	2003	2004	2005	2006	2007	2008
Electric O&M Cost Indexes								
Electric O&M Price Index (EOMPI)	0.883	0.900	0.926	0.959	1.000	1.045	1.079	1.109
SDG&E Labor	0.887	0.908	0.938	0.967	1.000	1.044	1.093	1.125
Non-Labor Steam Generation	0.860	0.870	0.890	0.940	1.000	1.058	1.084	1.104
Non-Labor Other Generation	0.891	0.899	0.911	0.942	1.000	1.042	1.069	1.093
Non-Labor Distribution	0.872	0.879	0.899	0.944	1.000	1.065	1.089	1.107
Non-Labor Customer Accounts	0.922	0.934	0.954	0.970	1.000	1.028	1.049	1.081
Non-Labor Customer Services and Info.	0.906	0.915	0.937	0.959	1.000	1.029	1.049	1.075
Non-Labor A&G (excl. pensions & benefits)	0.878	0.901	0.930	0.963	1.000	1.037	1.069	1.106
Gas O&M Cost Indexes								
Gas O&M Price Index (GOMPI)	0.894	0.910	0.936	0.963	1.000	1.040	1.073	1.103
SDG&E Labor	0.887	0.908	0.938	0.967	1.000	1.044	1.093	1.125
Non-Labor Purchased Gas, Non-Fuel Exp.	1.038	1.029	1.015	1.003	1.000	1.017	1.025	1.018
Non-Labor Storage (non-underground)	0.875	0.883	0.906	0.944	1.000	1.035	1.062	1.094
Non-Labor Transmission	0.870	0.877	0.904	0.944	1.000	1.044	1.064	1.089
Non-Labor Distribution	0.886	0.893	0.915	0.947	1.000	1.052	1.076	1.097
Non-Labor Customer Accounts	0.923	0.935	0.955	0.971	1.000	1.028	1.048	1.080
Non-Labor Customer Services and Info.	0.915	0.929	0.951	0.967	1.000	1.030	1.052	1.082
Non-Labor A&G (excl. pensions & benefits)	0.895	0.917	0.943	0.969	1.000	1.031	1.063	1.098
Shared Services (labor & non-labor O&M)	---	0.908	0.935	0.964	1.000	1.041	1.079	1.111
Capital Cost Indexes (Pacific Region)								
Steam Generation Plant	0.861	0.893	0.913	0.949	1.000	1.043	1.070	1.081
Other Generation Plant	0.935	0.956	0.973	0.980	1.000	1.047	1.087	1.094
Combined Cycle Plant	0.892	0.919	0.938	0.962	1.000	1.044	1.077	1.086
Electric Distribution Plant	0.825	0.861	0.881	0.932	1.000	1.091	1.135	1.161
Total Gas Plant	0.702	0.716	0.740	0.852	1.000	1.057	1.096	1.123
Common Plant	0.796	0.825	0.845	0.912	1.000	1.082	1.123	1.147

Attachment A: Summary of Earnings Table

SAN DIEGO GAS & ELECTRIC COMPANY
TEST YEAR 2008
COMBINED SUMMARY OF EARNINGS
(Thousands of Dollars)

Line No.	Description	SDG&E Update 8/31 Proposed Rates	DRA Update 9/19 Proposed Rates	Settlement	Change From SDG&E Update	Comparison Exh. Reference
1	Base Margin	$ 1,398,114	$ 1,272,882	$ 1,320,955	$ (77,158)	
2	Miscellaneous Revenues	27,124	27,440	28,045	921	3A
3	Revenue Requirement	$ 1,425,238	$ 1,300,322	$ 1,349,000	$ (76,237)	
	OPERATING & MAINTENANCE EXPENSES					
4	Clearing Accounts	$ 52,560	$ 47,840	$ 51,487	$ (1,073)	3B1
5	Nuclear Generation (SONGS)	88,120	88,120	88,120	-	3B2
6	Generation	17,710	17,510	17,710	-	3B3
7	Procurement	7,276	5,695	5,745	(1,531)	3B4
8	Transmission	9,695	4,262	9,251	(444)	3B5
9	Distribution	104,232	82,336	93,046	(11,186)	3B6
10	Uncollectibles ('08: 0.141%)	2,894	1,387	1,863	(1,031)	3B7
11	Customer Services	82,182	72,026	79,004	(3,178)	3B8
12	Administrative & General	305,501	233,002	256,571	(48,930)	3B9
13	Franchise Fees ('08E: 3.43% '08G: 2.12%)	44,615	40,776	42,248	(2,367)	3B10
14	Subtotal (2005$)	714,784	592,955	645,044	(69,740)	
15	O&M Reassignments	(94,704)	(74,153)	(82,037)	12,667	3B11
16	Subtotal (2005$)	620,080	518,801	563,007	(57,073)	
17	FERC Transmission Costs	(26,746)	(21,507)	(23,366)	3,380	3B12
18	Subtotal (2005$)	593,334	497,295	539,641	(53,693)	
19	Labor Escalation	19,890	15,954	17,673	(2,217)	3B13
20	Non-Labor Escalation	7,652	5,847	6,915	(738)	3B13
21	Subtotal O&M (2008$)	620,877	519,096	564,229	(56,647)	
22	Shared Services , Net	47,680	55,975	47,014	(666)	3C
23	Total O&M (2008$)	$ 668,557	$ 575,070	$ 611,243	$ (57,313)	
24	Depreciation & Amortization	269,227	249,321	258,745	(10,482)	3D
25	Taxes on Income	145,645	142,440	143,866	(1,780)	3E
26	Taxes Other Than on Income	60,467	58,482	59,640	(827)	3E
27	Total Operating Expenses	$ 1,143,896	$ 1,025,312	$ 1,073,494	$ (70,402)	
28	Return	$ 281,342	$ 275,010	$ 275,506	$ (5,835)	
29	Rate Base	$ 3,418,488	$ 3,341,554	$ 3,347,587	$ (70,902)	3F
30	Rate of Return	8.23%	8.23%	8.23%	0.00%	
31	Derivation of Base Margin					
32	O&M Expenses	$ 668,557	$ 575,070	$ 611,243	$ (57,313)	
33	Depreciation	269,227	249,321	258,745	(10,482)	
34	Taxes	206,112	200,921	203,506	(2,607)	
35	Return	281,342	275,010	275,506	(5,835)	
36	Revenue Requirement	1,425,238	1,300,322	1,349,000	(76,237)	
37	Less: Misc. Revenues	27,124	27,440	28,045	921	
38	Base Margin	$ 1,398,114	$ 1,272,882	$ 1,320,955	$ (77,158)	

SAN DIEGO GAS & ELECTRIC COMPANY
TEST YEAR 2008
ELECTRIC SUMMARY OF EARNINGS (DISTRIBUTION, SONGS AND GENERATION)
(Thousands of Dollars)

Line No.	Description	SDG&E Update 8/31 Proposed Rates	DRA Update 9/19 Proposed Rates	Settlement	Change From SDG&E Update
1	Base Margin	$ 1,143,105	$ 1,052,770	$ 1,087,285	$ (55,820)
2	Miscellaneous Revenues	20,704	20,917	21,379	674
3	Revenue Requirement	$ 1,163,810	$ 1,073,687	$ 1,108,664	$ (55,146)
	OPERATING & MAINTENANCE EXPENSES				
4	Clearing Accounts	$ 42,977	$ 38,908	$ 42,023	$ (954)
5	Nuclear Generation (SONGS)	88,120	88,120	88,120	-
6	Generation	17,710	17,510	17,710	-
7	Procurement	5,695	5,695	5,745	50
8	Distribution	89,078	70,008	80,718	(8,360)
9	Uncollectibles ('08: 0.141%)	2,366	1,148	1,533	(833)
10	Customer Services	50,171	44,085	47,923	(2,248)
11	Administrative & General	237,393	180,946	199,243	(38,150)
12	Franchise Fees ('08: 3.43%)	39,209	36,110	37,294	(1,915)
13	Subtotal (2005$)	572,718	482,529	520,309	(52,410)
14	O&M Reassignments	(75,251)	(58,901)	(65,266)	9,985
15	Subtotal (2005$)	497,467	423,628	455,043	(42,425)
16	FERC Transmission Costs	(26,746)	(21,507)	(23,366)	3,380
17	Subtotal (2005$)	470,721	402,122	431,677	(39,044)
18	Labor Escalation	13,800	11,045	12,286	(1,513)
19	Non-Labor Escalation	5,932	4,810	5,394	(538)
20	Subtotal O&M (2008$)	490,452	417,977	449,357	(41,095)
21	Shared Services, Net	30,631	37,077	30,202	(428)
22	Total O&M (2008$)	$ 521,083	$ 455,054	$ 479,559	$ (41,524)
23	Depreciation & Amortization	223,628	208,380	216,094	(7,534)
24	Taxes on Income	122,955	120,510	121,635	(1,320)
25	Taxes Other Than on Income	50,124	48,732	49,566	(559)
26	Total Operating Expenses	$ 917,790	$ 832,676	$ 866,854	$ (50,936)
27	Return	$ 246,020	$ 241,010	$ 241,810	$ (4,210)
28	Rate Base	$ 2,989,308	$ 2,928,438	$ 2,938,152	$ (51,156)
29	Rate of Return	8.23%	8.23%	8.23%	0.00%
30	Derivation of Base Margin				
31	O&M Expenses	$ 521,083	$ 455,054	$ 479,559	$ (41,524)
32	Depreciation	223,628	208,380	216,094	(7,534)
33	Taxes	173,079	169,242	171,201	(1,879)
34	Return	246,020	241,010	241,810	(4,210)
35	Revenue Requirement	1,163,810	1,073,687	1,108,664	(55,146)
36	Less: Misc. Revenues	20,704	20,917	21,379	674
37	Base Margin	$ 1,143,105	$ 1,052,770	$ 1,087,285	$ (55,820)

SAN DIEGO GAS & ELECTRIC COMPANY
TEST YEAR 2008
GAS SUMMARY OF EARNINGS
(Thousands of Dollars)

Line No.	Description	SDG&E Update 8/31 Proposed Rates	DRA Update 9/19 Proposed Rates	Settlement	Change From SDG&E Update
1	Base Margin	$ 255,008	$ 220,112	$ 233,670	$ (21,338)
2	Miscellaneous Revenues	6,419	6,523	6,666	247
3	Revenue Requirement	$ 261,428	$ 226,636	$ 240,336	$ (21,091)
	OPERATING & MAINTENANCE EXPENSES				
4	Clearing Accounts	$ 9,583	$ 8,932	$ 9,464	$ (119)
5	Procurement	1,581	-	-	(1,581)
6	Transmission	9,695	4,262	9,251	(444)
7	Distribution	15,154	12,328	12,328	(2,826)
8	Uncollectibles ('08: 0.141%)	528	240	329	(198)
9	Customer Services	32,011	27,941	31,081	(930)
10	Administrative & General	68,108	52,056	57,328	(10,779)
11	Franchise Fees ('08: 2.12%)	5,406	4,666	4,954	(452)
12	Subtotal (2005$)	142,066	110,426	124,735	(17,330)
13	O&M Reassignments	(19,453)	(15,253)	(16,771)	2,682
14	Subtotal (2005$)	122,613	95,173	107,965	(14,648)
15	Labor Escalation	6,091	4,909	5,387	(704)
16	Non-Labor Escalation	1,720	1,037	1,521	(200)
17	Subtotal O&M (2008$)	130,424	101,119	114,872	(15,552)
18	Shared Services, Net	17,049	18,897	16,812	(238)
19	Tota O&M (2008$)	$ 147,474	$ 120,016	$ 131,684	$ (15,790)
20	Depreciation & Amortization	45,599	40,941	42,651	(2,949)
21	Taxes on Income	22,690	21,930	22,231	(460)
22	Taxes Other Than on Income	10,343	9,749	10,074	(269)
23	Total Operating Expenses	$ 226,106	$ 192,636	$ 206,640	$ (19,466)
24	Return	$ 35,322	$ 34,000	$ 33,696	$ (1,625)
25	Rate Base	$ 429,181	$ 413,117	$ 409,435	$ (19,746)
26	Rate of Return	8.23%	8.23%	8.23%	(0.00)%
27	Derivation of Base Margin				
28	O&M Expenses	$ 147,474	$ 120,016	$ 131,684	$ (15,790)
29	Depreciation	45,599	40,941	42,651	(2,949)
30	Taxes	33,033	31,679	32,305	(728)
31	Return	35,322	34,000	33,696	(1,625)
32	Revenue Requirement	$ 261,428	$ 226,636	$ 240,336	$ (21,091)
33	Less: Misc. Revenues	6,419	6,523	6,666	247
34	Base Margin	$ 255,008	$ 220,112	$ 233,670	$ (21,338)

Attachment B: Joint Settlement Comparison Exhibit

BEING PROVIDED UNDER SEPARATE COVER DUE TO THE SIZE OF THE DOCUMENT.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **SETTLEMENT AGREEMENT REGARDING SAN DIEGO GAS & ELECTRIC COMPANY TEST YEAR 2008 REVENUE REQUIREMENT** on each party named in the official service list for proceeding A.06-12-009, A.06-12-010, and I.07-02-013 by electronic service, and by U.S. Mail to those parties who have not provided an electronic address.

Copies were also sent via Federal Express to Commissioner John Bohn and the Assigned Administrative Law Judge Douglas M. Long and Carol A. Brown.

Executed this 21st day of December 2007, at San Diego, California.

/s/ LISA FUCCI-ORTIZ
Lisa Fucci-Ortiz

CPUC Home

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service Lists

PROCEEDING: A0612009 - SDG&E - TO UPDATE IT
FILER: SAN DIEGO GAS & ELECTRIC COMPANY
LIST NAME: LIST
LAST CHANGED: DECEMBER 19, 2007

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(END OF APPENDIX 1)

APPENDIX 2

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008. (U 902-M)	Application No. 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY for authority to update its gas revenue requirement and base rates effective on January 1, 2008. (U 904-G)	Application No. 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation No. 07-02-013 (Filed February 15, 2007)

SETTLEMENT AGREEMENT
REGARDING SOUTHERN CALIFORNIA GAS COMPANY
TEST YEAR 2008 REVENUE REQUIREMENT

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008. (U 902-M)	Application No. 06-12-009 (Filed December 8, 2006)
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SETTLEMENT AGREEMENT
REGARDING SOUTHERN CALIFORNIA GAS COMPANY
TEST YEAR 2008 REVENUE REQUIREMENT

Pursuant to Rule 12 of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission") the Commission's Division of Ratepayer Advocates ("DRA"), and Southern California Gas Company ("SCG" or "SoCalGas") and The Utility Reform Network ("TURN") [collectively referred to hereafter as "Joint Parties"] respectfully submit to the Commission this Settlement Agreement. In this Settlement Agreement, the Joint Parties provide to the Commission a recommended resolution of the revenue requirement for SCG for Test Year 2008.

Certain post-test-year issues designated for this proceeding are not resolved by this Settlement Agreement and will be litigated unless resolved by subsequent agreement. These unresolved matters include issues pertaining to performance based ratemaking and performance indicators, policy issues related to branch office closures and policy issues related to the use of

certain Authorized Payment Locations. However, the Joint Parties agree that they would propose no changes to the revenue requirement agreed to in the Settlement Agreement if they reach subsequent agreement on any of these unresolved matters. Accompanying this Settlement Agreement is the Motion of the Joint Parties requesting that the Commission adopt the terms of this Settlement Agreement. Attached to this Settlement and incorporated as integral parts of the Settlement are the following attachments:

Attachment A: Summary of Earnings Table (reflecting Settlement results)

Attachment B: Joint Settlement Comparison Exhibit

I.
INTRODUCTION AND BACKGROUND

Pursuant to D.04-12-015, San Diego Gas & Electric ("SDG&E") and SCG filed Applications (A.) 06-12-009 and A.06-12-010, respectively, on December 8, 2006. The assigned Administrative Law Judge ("ALJ") consolidated the applications in light of the similarities of the filings, including many of the same witnesses, use of the same ratemaking calculations or "models," and the fact that the two companies are operated in large part by the same management. A Prehearing Conference (PHC) was held on February 9, 2007. On February 15, 2007 the Commission issued a companion order instituting investigation (I.) 07-02-013. On February 27, 2007 Assigned Commissioner Bohn and ALJ Long issued the Scoping Memo. On April 16, 2007 Applicants moved for interim relief in anticipation of a final decision in these proceedings occurring after the start of the ratemaking test year. The original schedule was modified on May 22, 2007. Pursuant to that schedule SoCalGas and SCG prepared supplemental testimony and served it on June 4, 2007. Intervenor testimony was served on July 6, 2007 and rebuttal testimony on July 20, 2007. Notice of the application was by publication and posting in public places. Notice of the hearings was provided in similar fashion. Public Participation Hearings (PPHs) were held in numerous locations throughout Southern California during May, 2007. Consistent with DRA's statutory mandate to represent and advocate on behalf of the interests of public utility customers within the jurisdication of the Commission, DRA staff members propounded, and Applicants responded to, voluminous and substantial data requests. DRA's discovery occurred over a period exceeding ten months. DRA issued comprehensive reports dated July 6, 2007, which were sponsored by approximately two dozen witnesses. In

addition TURN and a number of other intervenors served testimony in the consolidated proceeding.[1] Hearings on direct and rebuttal testimony were held beginning mid-August, 2007. Evidentiary hearings concluded on September 13, 2007.

As required by Rule 12.1, prior notice with an opportunity to participate in the settlement conference was provided to all parties. A settlement conference was noticed by Applicants and held on July 24, 2007, with a second settlement conference on August 23, 2007. Continuing negotiations were held over the next several months, although they were necessarily "on hold" for some time due to resource constraints during evidentiary hearings and briefing. In late November 2007, agreement was reached in principle. Applicants noticed another settlement conference on November 28, 2007. That settlement conference was held telephonically on December 6, 2007. On December 20, 2007 the Joint Parties executed this Settlement Agreement.

II.
REASONABLENESS OF THE SETTLEMENT

The Joint Parties believe this Settlement Agreement complies with the Commission's requirements that settlements be reasonable in light of the whole record, consistent with the law, and in the public interest. The Joint Parties have recognized that there is risk involved in litigation, and that no party was likely to be 100% successful in supporting its filed case. The Joint Parties have vigorously argued their positions in this matter, and have reached compromise positions that they believe are appropriate in light of the litigation risks. In the process of reaching these compromises, the Joint Parties in certain instances have considered some smaller issues in the aggregate rather than item by item. The Joint Parties believe that this approach was used appropriately given the multiplicity of issues addressed. The level of revenues agreed to in this Settlement Agreement reflects the Joint Parties' best judgments concerning relative positions and risks, and their agreement herein is explicitly based on the bottom line result achieved.

[1] Intervenors included Aglet, CCUE, CFBF, CNGVC, FEA, Greenlining, WMA, PCOC, PG&E, SCE, UCAN, UWUA Local 483 and SCGC.

A. FORECAST METHODOLOGY

SCG, DRA and TURN based their respective test year expense forecasts largely on analyses of historical data. In many instances the differences in their forecasts are the result of employing different forecast methodologies, such as: 1) trends, 2) averages, 3) zero-based estimating, 4) adjustments to recorded expenses, and 5) varying historical time periods. The Joint Parties agree that the proper application of forecast methodologies requires the use of judgment and that, as in any forecasting exercise there is a range of reasonable outcomes. The Joint Parties also agree that different methodologies can produce results within this range and that no single methodology will produce the sole reasonable result in every instance.

The level of test year expenses recommended by the Joint Parties is based upon their individual judgments regarding the strengths and weaknesses of competing forecasting methodologies, and the resulting compromises each party believes are reasonable. Except as specifically identified in this Settlement Agreement, the substantial differences among the Joint Parties' initial positions in each major expense area were resolved through such judgments and compromises.

III.
SETTLEMENT AND STIPULATIONS

Appendix A to this Settlement Agreement contains a Summary of Earnings table. This table sets forth the positions expressed in SCG's application and testimony, as revised during the proceeding, and in DRA's reports, by FERC functional account area.[2] The final column on each table, labeled "Settlement", presents the levels of expense (by functional area), revenue and rate base agreed upon by the Joint Parties, subject to adjustments described in this Settlement Agreement.

Appendix B to this Settlement Agreement contains a Joint Settlement Comparison Exhibit ("JSCE") which reflects detailed comparisons of SCG and DRA positions in a number of accounts. While settling parties agree that the total revenue requirement is reasonable, and the resolution of certain accounts reflects compromises between the positions of SCG, DRA and

[2] All operations and maintenance expenses set forth in this Settlement Agreement are expressed in 2005 dollars unless otherwise specified. Capital-related costs reflect SCG's currently authorized rate of return.

TURN (such outcomes are included in the discussion of outcomes between SCG and DRA), the parties also considered TURN's positions in accounts where there was no dispute between SCG and DRA (so these accounts are not reflected in Chapter 3 of the JSCE). As such, the Settlement Agreement should be seen as a compromise between the end-of-hearings positions of all the Joint Parties.

In addition to the agreements expressed in the "Settlement" column on the Summary of Earnings table, the Joint Parties agree as follows:

A. BASE MARGIN

The Joint Parties agree on a 2008 SCG base margin of $1,610,510,000.

B. MISCELLANEOUS REVENUES

The Joint Parties agree to a miscellaneous revenues forecast of $74.490 million (in 2008 $), which recognizes represents a compromise between the end-of-hearings positions of the Joint Parties.

C. REVENUE REQUIREMENT

The SCG authorized revenue requirement for 2008 will be $1,685,000,000. As shown in the Joint Litigation Comparison Exhibit ("JLCE"; Exh. SCG-277), SCG's final litigation position on revenue requirement was $1,784,778,000. For SCG, the DRA final litigation position on revenue requirement for 2008 was $1,618,297,000,a difference of $166,481. TURN's testimony did not include a full results of operations revenue requirement calculation, but TURN proposed various revenue reductions incremental to those proposed by DRA.

D. OPERATIONS AND MAINTENANCE ("O&M") EXPENSE

Authorized O&M Expense. The Joint Parties agree that the amount of O&M expenses that SCG should recover in rates in the 2008 Test Year is $900.400 million before escalation to 2008 dollars, and $946.367 million after escalation to 2008 dollars. Details are set forth below regarding Clearing Accounts, Underground Storage, Procurement, Gas Transmission, Gas Distribution, Customer Services, Uncollectibles, Administrative & General, Franchise Fees, Corporate Center and Shared Services.

E. CLEARING ACCOUNTS

The Joint Parties agree that the Clearing Account level of expense shall be $66.161 million, which represents a compromise between the end-of-hearings positions of the Joint Parties.

F. UNDERGROUND STORAGE

For SCG's underground gas storage expense the Settlement Agreement adopts the company's end-of-hearings position of $28.379 million.

G. PROCUREMENT

SCG request for gas procurement expense for its core customers was uncontested. However, in D.07-12-019, the CPUC approved consolidation of the SoCalGas and SDG&E core procurement functions resulting in a required increase in the SoCalGas 807.5 Account funding of $0.356 million to add three new employees to handle the additional workload (see Supplemental Testimony of James P. Harrigan, Exhibit SCG-278, p.2). This amount does not include labor overheads or escalation. There is a corresponding removal of charges from SDG&E accounts that results in an overall combined reduction of approximately $1.98 million consistent with the figure presented in A.06-08-026. TURN combined the requested SoCalGas and SDG&E procurement department funding, subtracted $2.00 million, and assigned the resulting amount between the utilities, resulting in continuation of funding at SDG&E and a reduction in funding for SoCalGas. As a provision of the settlement, the Joint Parties agree to reflect the procurement consolidation savings consistent with the manner documented in the SoCalGas testimony of A.06-08-026. This approach is generally consistent with the method and estimates proposed by DRA.

H. GAS TRANSMISSION

The Joint Parties agree that the Gas Transmission expense level shall be $32.589 million, which represents a compromise between the end-of-hearings positions of the Joint Parties.

I. GAS DISTRIBUTION

The Joint Parties agree that the Gas Distribution expense level shall be $126.167 million, which represents a compromise between the end-of-hearings positions of the Joint Parties.

The settlement amount was arrived at by accepting a reduction of $2.7 million related to assessment of pipelines as part of the pipeline integrity program; a $1.1 million reduction associated with locate and mark activities; and accepting DRA's position related to distribution engineering support, training and off-production time, operation support materials, environment specialists, paving and contractor rates, maintenance of services, pipe fittings and medium/large meter set assemblies.

Further, within this level of expense, SoCalGas requested $15.199 million for labor and non-labor costs associated with providing engineering and supervision to support operation of distribution assets in FERC 870.0. DRA and TURN proposed a downward adjustment of $10 million to remove Distribution Integrity Management Program (DIMP) expenses and to adopt a memorandum account for these expenses. The Settlement value of $15.000 million for this FERC account represents a compromise that accommodates most of the funding requested by SoCalGas. The Joint Parties also agree that within the funding level of FERC 870.0 is $10.000 million related to the Distribution Integrity Management Program (DIMP) expenses. There shall be a one way balancing account mechanism for DIMP costs for the term of the GRC Cycle, and any over- or under-collections may be carried forward within the GRC cycle. Any net unspent DIMP funds at the end of this GRC cycle would be returned to customers in the next GRC.

J. UNCOLLECTIBLES

The uncollectibles portion of O&M expense shall be $3.833 million, which has been calculated using a rate of 0.238%, which is a compromise between the end-of-hearing rates proposed by the Joint Parties. It should be noted that, because franchise fees and uncollectibles are calculated based on total revenues, they are stated in 2008 dollars throughout the Settlement Agreement.

K. CUSTOMER SERVICES

The Joint Parties agree to customer service expenses of $240.812 million, which represents a compromise between the end-of-hearings positions of the Joint Parties.. This amount includes $10.0 million for RD&D funding in FERC 930.

The Settlement revenue requirement for Customer Services was arrived at by accepting reductions of $1.7 million related to labor and non-labor costs associated with establishing and closing gas service, investigating and stopping leaks at customer premises, services for customer owned gas appliances, high bill investigations, altering service extensions and meter connections, other miscellaneous service orders, and also removing, replacing and maintaining meters; $1.0 million for gas quality monitoring and Customer Contact expenses and $3.0 million related to customer information expenses. The Joint Parties also agree that within the overall level of revenue requirement, SCG will strive to perform 180,000 planned meter change-outs and an additional 35,000 regulators annually.

L. ADMINISTRATIVE & GENERAL (A&G)

The Joint Parties agree to A&G expenses $243.170 million, which represents a compromise between the end-of-hearings positions of the Joint Parties. This amount includes the impact of using the most recent DRA estimate of pension ($0) and PBOPs ($31.400 million) expenses (identified in Exhibit DRA-27) in FERC 926.

In response to SCG's request in A.06-12-010, interested parties sought large A&G reductions, and the Settlement reflects $39.6 million less than SCG's final litigation position. The Settlement therefore reflects the litigation risks but also protects against some of SCG's major concerns, such as pension/PBOPs contribution requirements and medical cost increases.

Incentive Compensation: the settlement funds $0 associated with the Long-Term Incentive Plan in FERC 920.1 and 50% of Incentive Compensation and Special Recognition awards requested in FERC 920.2. However, the settlement does not resolve any policy issues related to the funding of these items. This represents a reduction of $18.4 million from SCG's proposal.

D&O Liability Insurance: The Joint Parties agree to accept the DRA and TURN position that only 50% of D&O liability insurance expenses be funded in rates. The Joint Parties agree that this settled outcome is not precedential for future cases.

Pension Expense: Two-way balancing accounts shall continue to be used to recover both Pension and PBOP costs. These shall be interest bearing accounts and the disposition of any balance in the accounts at the end of this GRC cycle shall be determined in the next GRC.

The Joint Parties agree to use the DRA estimate of $0 for pension expense. For the period 2009 through the end of the GRC term, annual Pension contributions will be no greater than the ERISA minimum required funding amount. If the ERISA minimum exceeds the DRA estimate of Pension expense (identified in Exhibit DRA-27) in any year, then the company will file an advice letter containing the supporting calculation of the minimum ERISA contribution made. There will be no cost sharing mechanism between customers and shareholders related to the above pension funding mechanisms during this GRC cycle.

Post-Retirement Benefits Other Than Pensions ("PBOPS") Expense:

The Joint Parties agree to use the most recent DRA estimate of PBOP expense for the rate case period. Any required increase or decrease in actual PBOP expense for any year will be adjusted through the two-way balancing account. There will be no cost sharing mechanism between customers and shareholders related to the PBOP funding mechanisms during this GRC cycle.

Supplemental Pensions: In Account 926, the Joint Parties agree to zero funding for supplemental pensions as proposed by DRA, a $2.0 million reduction in the SCG request.

Benefits Expense (including Medical, Dental and Vision): The Joint Parties agree to reduce the SCG request for medical, dental and vision benefits by $9.9 million to reflect the differing forecasting methodologies of the parties. The resulting expense of $45.9 million is a reasonable compromise of the litigation positions of the parties.

M. CORPORATE AND SHARED SERVICES

Corporate Center charges: In Corporate Center charges, the Joint Parties agree to a $2.6 million reduction to the SCG's forecast; which addresses both the DRA and TURN issues associated with Corporate Center allocations without adopting any specific positions on those disputed issues individually.

Utility Shared Services: In Utility Shared Services the Joint Parties agree to a $1.3 million reduction from the SCG forecast. The Shared Services level of expense shall be $185.948 million, which represents a compromise between the end-of-hearings positions of the

Joint Parties. [This agreement is contingent upon the Joint Parties agreeing to a Shared Services figure of $47.014 million for SDG&E.]

N. FRANCHISE FEES

Franchise Fees: The Franchise Fee level of expense shall be $23.940 million. The franchise fees portion of O&M expense has been calculated using a franchise fee rate of 1.462%, which is the SoCalGas proposed rate adjusted to reflect the impact of D.07-10-024 plus the flow-through impact of other items in this Agreement. Because franchise fees are calculated based on total revenues, they are stated in 2008 dollars throughout the Settlement Agreement.

O. COST ESCALATION

Cost Escalation. Labor Escalation level of expense shall be $34.375 million. Nonlabor Escalation level of expense shall be $11.634 million. Each of these represents a compromise between the end of hearings positions of the Joint Parties.

The labor, non-labor and other expense allocations for purposes of escalating from 2005 dollars to 2008 dollars are set forth in Appendix 1 hereto.

P. DEPRECIATION

The depreciation level of expense shall be $294.450 million, which represents a compromise between the end-of-hearings positions of the Joint Parties. SoCalGas requested changes to net salvage rates for 23 of the 45 plant accounts subject to its 2008 GRC. SCG's proposals were primarily due to updating the net salvage rate calculations using the most recent 15 years of recorded data. DRA opposed changes to 8 of the 45 plant accounts. DRA does not uniformly rely upon a 15 year band of company specific data for each account, and took into account information relating to PG&E and SCE, and the gas and electric industry "Average Service Mean" (ASM) statistics and other factors to formulate proposed net salvage rates. TURN also proposed changes to various net salvage rates and proposed to amortize certain funds collected for future asset retirement obligations resulting in reductions to depreciation expense. The Joint Parties agree to a set of net salvage rates that result in a total depreciation expense that is a reasonable compromise of the parties' litigation positions. The agreed upon depreciation expense does not resolve any policy issues related to any component of depreciation expense.

For the specific accounts in dispute between SoCalGas and DRA, this agreement uses the following negative net salvage rates:

Net Salvage Rate Component of Depreciation Rate

Plant Account Number	Settlement Agreement
Account 351.0	- 30 %
Account 352.0	- 60 %
Account 353.0	- 55 %
Account 366.0	- 20 %
Account 376.0	- 60 %
Account 380.0	- 85 %
Account 387.0	+ 5 %
Account 390.0	- 20 %
Account 397.4	- 5 %

The Agreement requires that SCG will record a regulatory liability for ratemaking purposes for prefunded asset removal costs. SCG shall also provide in its next GRC application the following:

1. The then-current balance of pre-funded removal costs;
2. A year-by-year projection of: (1) when the then-existing balance of prefunded removal costs will be consumed, and (2) the implicit inflation rate for future asset removal costs;
3. A five-year projection of the year-end balance of pre-funded removal costs showing for each year the gross additions to the balance, gross expenditures for removal costs, and the net change in the balance of pre-funded removal costs.
4. A study for presentation in the next GRC that will separate the accrual for cost of removal from accruals for depreciation expense.

The Joint Parties agree that all TURN and DRA Depreciation issues for SoCalGas are subsumed and resolved within this Settlement Agreement.

Q. TAXES ON INCOME

The Taxes on Income level of expense shall be $133.049 million, which reflects a compromise between the end-of-hearings positions of the Joint Parties. The Joint Parties agree that TURN's ESOP issues for SoCalGas are subsumed and resolved within this Agreement.

R. TAXES OTHER THAN ON INCOME

The Taxes (Other than Income) level of expense shall be $68.021 million, which reflects a compromise between the end-of-hearings positions of SCG, DRA and TURN, and includes using the payroll tax rate of 7.57% and the property tax rate of 1.1890737% as proposed by TURN.

S. TOTAL OPERATING EXPENSES

The Joint Parties agree to Total Operating Expenses of $1,441,886,000.

T. RETURN

The Joint Parties agree to Return of $243,114,000, assuming the currently-authorized rate of return on rate base of 8.68%.

U. RATE BASE

Rate Base: The Joint Parties agree to rate base level of expense for SCG of $2,800.852 million, which reflects a compromise between the end-of-hearings positions of SCG, DRA and TURN.

The associated Return level of expense shall equal the Rate Base expense multiplied by the Return on Rate Base of 8.68%.

Working Capital: DRA recommended reductions of approximately $92 million from SCG's proposed level of working capital. TURN also recommended reduction by approximately $101 million of SCG's proposed working capital (and, therefore, rate base) on a variety of grounds. Joint Parties have taken into consideration the positions of TURN as well as of SCG and DRA, and agree to accept the DRA position for the 2008 SCG level of working cash. No specific sub-components of working cash are resolved by the Joint Parties and the Joint Parties agree that this

result does not resolve any policy issues raised by DRA or TURN related to working cash. All TURN and DRA customer deposit and other working cash issues for SoCalGas are subsumed and resolved within this Settlement Agreement.

Capital Additions: The Joint Parties agree to an approximate $53 million reduction in capital additions compared to SCG's position in the proceeding.

V. RATE OF RETURN

The Settlement assumes SCG's authorized rate of return on rate base as last authorized by the Commission.

W. PBOPS REFUND

The Joint Parties agree that the current balance in the existing PBOPs balancing account of $48.276 million will be refunded in 2008 and 2009 as an offset to the adopted GRC base margin in each of those years.

X. MISCELLANEOUS

The following other issues are resolved by the Joint Parties:

- The O&M Reassignments level of expense shall be ($50.641) million.
- Balancing Account Treatment for Compressor Station Electricity: the Joint Parties agree to the SoCalGas request to establish a two-way balancing account for these expenses, but agree that the disposition of any balance in the account and the cost allocation of the account will be determined in the next BCAP proceeding.
- Cost Allocation Method for ICCMA Balance: the Joint Parties agree to the SoCalGas request to allocate the balance in this account according to Equal Percent of Marginal Cost (EPMC) allocation methodology.
- SoCalGas agrees to add the "change log" feature for its Results of Operations model, and to have that feature in place prior to the next GRC proceeding.

IV.

ADDITIONAL TERMS AND CONDITIONS

A. PERFORMANCE

The Joint Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any other documents required to effectuate the terms of this Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Settlement 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 Settlement Agreement. It is understood by the Joint Parties that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and that all will extend their best efforts to ensure its adoption.

B. THE PUBLIC INTEREST

The Joint Parties agree jointly by executing and submitting this Settlement Agreement that the relief requested herein is just, fair and reasonable, and in the public interest.

C. NON-PRECEDENTIAL EFFECT

This Settlement Agreement is not intended by the Joint Parties to be binding precedent for any future proceeding. The Joint Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Each Settling Party expressly reserves its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methodologies which may be different than those under-lying this Settlement Agreement, and the Joint Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against them.

The Settlement explicitly does <u>not</u> establish any precedent on the litigated revenue requirement issues in the case, even though the Settlement adopts revenue requirement reductions identified with specific FERC accounts and disputed items.

D. INDIVISIBILITY

This Settlement Agreement embodies compromises of the Joint Parties' positions. No individual term of this Settlement Agreement is assented to by any Settling Party, except in consideration of the other Joint Parties' assents to all other terms. Thus, the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Joint Parties agree, however, 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.

The Joint Parties acknowledge that the positions expressed in the Settlement Agreement were reached after consideration of all positions advanced in the prepared testimony of SCG, DRA and TURN, as well as proposals offered during the settlement negotiations. This document sets forth the entire agreement of Joint Parties on all of those issues, except as specifically described within the Settlement Agreement. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed by all Joint Parties.

E. ATTACHMENTS

Attachments A through B to this Settlement Agreement are part of the agreement of the Joint Parties and are incorporated by reference.

Dated this 21st day of December, 2007.

DIVISION OF RATEPAYER ADVOCATES

By:_____

Dana Appling
Director, Division of Ratepayer Advocates

Dated this 21st day of December, 2007.

SOUTHERN CALIFORNIA GAS COMPANY

By: Lee Schavrien

Lee Schavrien
Senior Vice President – Regulatory Affairs

Dated this 21st day of December, 2007.

THE UTILITY REFORM NETWORK

By: Marcel Hawiger

Robert Finkelstein/ Marcel Hawiger
Attorney for The Utility Reform Network

Appendix 1: Escalation Rates

	2001	2002	2003	2004	2005	2006	2007	2008
Gas O&M Cost Indexes								
Gas O&M Price Index (GOMPI)	0.893	0.909	0.935	0.962	1.000	1.037	1.067	1.096
SoCalGas Labor	0.887	0.908	0.938	0.967	1.000	1.033	1.072	1.103
Non-Labor Purchased Gas, Non-Fuel Exp.	1.038	1.029	1.015	1.003	1.000	1.017	1.025	1.018
Non-Labor Storage (underground)	0.887	0.893	0.918	0.950	1.000	1.034	1.060	1.087
Non-Labor Transmission	0.870	0.877	0.904	0.944	1.000	1.044	1.064	1.089
Non-Labor Distribution	0.886	0.893	0.915	0.947	1.000	1.052	1.076	1.097
Non-Labor Customer Accounts	0.923	0.935	0.955	0.971	1.000	1.028	1.048	1.080
Non-Labor Customer Services and Info.	0.915	0.929	0.951	0.967	1.000	1.030	1.052	1.082
Non-Labor A&G (excl. pensions & benefits)	0.895	0.917	0.943	0.969	1.000	1.031	1.063	1.098
Shared Services (labor & non-labor O&M)	---	0.905	0.932	0.962	1.000	1.035	1.066	1.097
Capital Cost Index (Pacific Region)								
Total Gas Plant	0.702	0.716	0.740	0.852	1.000	1.057	1.096	1.123

Attachment A: Summary of Earnings Table

SOUTHERN CALIFORNIA GAS COMPANY
TEST YEAR 2008
SUMMARY OF EARNINGS
(Thousands of Dollars)

Line No.	Description		SCG Update 8/31 Proposed Rates	DRA Update 9/19 Proposed Rates	Settlement Proposed Rates	Change From SCG Update	Comparison Exhibit Reference
1	Base Margin		$ 1,710,897	$ 1,536,521	$ 1,610,510	$ (100,387)	
2	Miscellaneous Revenues		73,881	81,776	74,490	609	3A
3	Revenue Requirement		1,784,778	1,618,297	1,685,000	(99,778)	
	Operating and Maintenance Expenses						
4	Clearing Accounts		66,495	64,344	66,161	(334)	3B1
5	Underground Storage		28,379	27,184	28,379	-	3B2
6	Transmission		35,587	31,079	32,589	(2,998)	3B3
7	Distribution		139,521	110,253	126,167	(13,354)	3B4
8	Customer Services		246,024	231,755	240,812	(5,212)	3B5
9	Uncollectibles		4,459	3,396	3,833	(626)	3B6
10	Administrative & General		282,833	215,659	243,170	(39,663)	3B7
11	Franchise Fees		25,495	22,946	23,940	(1,555)	3B8
12	Subtotal (2005$)		$ 828,792	$ 706,615	$ 765,050	$ (63,742)	
13	O&M Reassignments		(57,457)	(47,394)	(50,641)	6,816	3B9
14	Subtotal (2005$)		$ 771,336	$ 659,221	$ 714,410	$ (56,926)	
15	Labor Escalation Amount		36,617	33,210	34,375	(2,242)	3B10
16	Non-Labor Escalation Amount		12,344	9,090	11,634	(710)	3B10
17	Subtotal (2008$)		$ 820,297	$ 701,521	$ 760,419	$ (59,878)	
18	Shared Service, Net		187,240	177,584	185,948	(1,292)	3C
19	Total O&M Expenses		1,007,537	879,105	946,367	(61,170)	
20	Depreciation		317,075	292,903	294,450	(22,626)	3D
21	Taxes on Income		138,406	135,121	133,049	(5,357)	3E
22	Taxes Other Than on Income		71,161	71,029	68,021	(3,140)	3E
23	Total Operating Expenses		1,534,179	1,378,158	1,441,886	(92,293)	
24	Return		250,599	240,139	243,114	(7,485)	
25	Rate Base		2,887,087	2,766,573	2,800,852	(86,235)	3F
26	Rate of Return		8.68%	8.68%	8.68%	0.00%	
27	Derivation of Base Margin						
28	O&M Expenses	(Line 19)	1,007,537	879,105	946,367	(61,170)	
29	Depreciation	(Line 20)	317,075	292,903	294,450	(22,626)	
30	Taxes	(Line 21+22)	209,567	206,150	201,069	(8,498)	
31	Return	(Line 24)	250,599	240,139	243,114	(7,485)	
32	Revenue Requirement		1,784,778	1,618,297	1,685,000	(99,778)	
33	Less: Miscellaneous Revenues	(Line 2)	73,881	81,776	74,490	609	
34	Base Margin	(Line 1)	$ 1,710,897	$ 1,536,521	$ 1,610,510	$ (100,387)	

Attachment B: Joint Settlement Comparison Exhibit

BEING PROVIDED UNDER SEPARATE COVER DUE TO THE SIZE OF THE DOCUMENT.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **SETTLEMENT AGREEMENT REGARDING SOUTHERN CALIFORNIA GAS COMPANY TEST YEAR 2008 REVENUE REQUIREMENT** on each party named in the official service list for proceeding A.06-12-009, A.06-12-010, and I.07-02-013 by electronic service, and by U.S. Mail to those parties who have not provided an electronic address.

Copies were also sent via Federal Express to Commissioner John Bohn and the Assigned Administrative Law Judge Douglas M. Long and Carol A. Brown.

Executed this 21st day of December 2007, at San Diego, California.

/s/ LISA FUCCI-ORTIZ
Lisa Fucci-Ortiz

CPUC Home

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APPENDIX 3

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY (U902M) for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008.	Application 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY (U904G) for authority to update its gas revenue requirement and base rates effective on January 1, 2008.	Application 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's own motion into the rates, operations, practices, services and facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation 07-02-013 (Filed February 15, 2007)

SETTLEMENT AGREEMENT
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POST-TEST YEAR RATEMAKING

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January 18, 2008

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY (U902M) for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008.	Application 06-12-009 (Filed December 8, 2006)
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SETTLEMENT AGREEMENT
REGARDING SAN DIEGO GAS & ELECTRIC COMPANY
POST-TEST YEAR RATEMAKING

Pursuant to Rule 12 of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission"), the Commission's Division of Ratepayer Advocates ("DRA"), The Utility Reform Network ("TURN"), Aglet Consumer Alliance ("Aglet"), and San Diego Gas & Electric Company ("SDG&E") (collectively referred to hereafter as "Joint Parties") respectfully submit to the Commission this Settlement Agreement. In this Settlement Agreement, the Joint Parties provide to the Commission a recommended resolution of post-test year ratemaking ("PTYR") for SDG&E.

This PTYR Settlement Agreement resolves the vast majority of post-test year issues designated for this proceeding. However, issues pertaining to performance indicators are not addressed in this PTYR Settlement Agreement. Accompanying this PTYR Settlement Agreement is the Motion of the Joint Parties requesting that the Commission adopt the terms of

this PTYR Settlement Agreement. Attached to this Settlement Agreement and incorporated as an integral part of the Settlement Agreement is the following: Attachment A: Table of Litigation vs. Settlement Base Margins and Revenue Requirements (2009-2013). Attachment A also provided the split of annual attrition year increases to the SDG&E Gas and Electric Departments.

In addition, the Joint Parties have prepared a Post-Test Year Joint Settlement Comparison Exhibit, which is being filed concurrently and is incorporated into the PTYR Settlement Agreement by reference.

I.
INTRODUCTION AND BACKGROUND

Pursuant to Decision (D.) 04-12-015, SDG&E and Southern California Gas Company ("SoCalGas") filed Application (A.) 06-12-009 and A.06-12-010, respectively, on December 8, 2006. The assigned Administrative Law Judge (ALJ) consolidated the applications in light of the similarities of the filings, including many of the same witnesses, use of the same ratemaking calculations or "models," and the fact that the two companies are operated in large part by the same management. A prehearing conference (PHC) was held on February 9, 2007. On February 15, 2007 the Commission issued a companion order instituting Investigation (I.) 07-02-013. On February 27, 2007 Assigned Commissioner John Bohn and ALJ Douglas Long issued a Scoping Memo. On April 16, 2007 Applicants moved for interim relief in anticipation of a final decision in these proceedings occurring after the start of the ratemaking test year. The original schedule was modified by rulings dated May 22 and June 21, 2007. Pursuant to the revised schedule SoCalGas and SDG&E prepared supplemental testimony and served it on June 4, 2007. Intervenor testimony was served on July 6, 2007 and rebuttal testimony on July 20, 2007. Notice of the application was by publication and posting in public places. Notice of the hearings was provided in similar fashion. Public Participation Hearings (PPHs) were held in numerous locations throughout Southern California during May, 2007. Consistent with DRA's statutory mandate to represent and advocate on behalf of the interests of public utility customers within the jurisdiction of the Commission, DRA staff members propounded, and Applicants responded to, voluminous and substantial data requests. DRA's discovery occurred over a period exceeding ten months. Eventually, DRA issued its comprehensive reports dated July 6, 2007, which were sponsored by approximately two dozen witnesses. In addition a number of intervenors served

testimony in the consolidated proceeding.[1] Hearings on direct and rebuttal testimony were held beginning mid-August, 2007. Evidentiary hearings concluded on September 13, 2007.

As required by Rule 12.1, prior notice with an opportunity to participate in the settlement conference was provided to all parties. A settlement conference was noticed by Applicants and held on July 24, 2007, with a second settlement conference on August 23, 2007. Continuing negotiations were held over the next several months, although they were necessarily "on hold" for some time due to resource constraints during evidentiary hearings and briefing. In late November 2007, agreement was reached in principle on Test Year ("TY") 2008 revenue requirement issues. Applicants noticed another settlement conference on November 28, 2007. That settlement conference was held telephonically on December 6, 2007. On December 20, 2007 the applicants and other parties executed separate Settlement Agreements regarding SDG&E and SoCalGas Test Year 2008 revenue requirements. Negotiations continued subsequent to that date on PTYR issues. On January 9, 2008 the Joint Parties reached agreement in principle on PTYR issues, and subsequently drafted and signed the instant PTYR Settlement Agreements (one for each utility) on January 18, 2008.

II.
REASONABLENESS OF THE SETTLEMENT

The Joint Parties believe this PTYR Settlement Agreement complies with the Commission's requirements that settlements be reasonable in light of the whole record, consistent with law, and in the public interest. (Rule 12.1(d).) The Joint Parties have recognized that there is risk involved in litigation, and that no party was likely to be 100% successful in supporting its filed case. The Joint Parties have vigorously argued their positions in this matter, and have reached compromise positions that they believe are appropriate in light of the litigation risks. Furthermore, the Joint Parties have specifically considered the potential litigated outcome of issues raised by parties other than SDG&E and DRA. The level of post-test year revenues agreed to in this PTYR Settlement Agreement reflects the Joint Parties' best judgment as to the

[1] Intervenors included Aglet, the Coalition of California Utility Employees, the California Farm Bureau Federation, the California Natural Gas Vehicle Coalition, the Federal Executive Agencies, Greenlining Institute, Western Mobilehome Association, Pacific Gas and Electric Company, Southern California Edison Company, TURN and the Utility Consumers Action Network.

totality of all parties' positions and risks, and their agreement herein is explicitly based on the bottom line result achieved.

FORECAST METHOD

The Joint Parties based their respective post test year proposals using differing factors for cost escalation, productivity and customer growth and with different mechanisms for earnings sharing and other elements of PTYR. In many instances the differences in the resulting post-test year outcomes result from employing different escalation indices or from using different assumptions regarding productivity or customer growth. The Joint Parties agree that determination of post-test year revenue requirements requires the use of judgment and that, as in any forecasting exercise, there is a range of reasonable outcomes. The Joint Parties also agree that different methods can produce results within this range and that no single method will produce the sole reasonable result in every instance.

The level of post-test year expenses recommended by the Joint Parties is based upon their individual judgments regarding the strengths and weaknesses of competing forecasting methods, including those proposed by parties other than SDG&E and DRA, and the resulting compromises each party felt were reasonable. Except as specifically identified in this PTYR Settlement Agreement, the substantial differences among the Joint Parties' initial positions were resolved through such judgments and compromises.

III.
SETTLEMENT AND STIPULATIONS

The Joint Parties agree as follows:

A. The Joint Parties agree to a minimum four year GRC term, TY2008 plus Attrition Year ("AY") 2009, 2010 and 2011. SDG&E, SoCalGas and DRA separately agree to an additional AY2012, which would result in a five year general rate case (GRC) term. TURN and Aglet do not agree to the additional AY2012, or to any other provision herein regarding 2012 ratemaking.

B. The Joint Parties agree that attrition year revenue requirement changes will be fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates.

C. The Joint Parties agree to attrition year revenue requirement increases as follows: $93 million increase in AY2009, $95 million increase in AY2010 and $97 million increase in AY2011. The Joint Parties agree to these amounts on a combined basis for both SDG&E and SoCalGas. The Joint Parties agree on separation of annual increases between SDG&E and SoCalGas as follows, expressed in millions of dollars:

	2009	2010	2011
SDG&E:	$41	$44	$44
SoCalGas:	$52	$51	$53

D. SDG&E, SoCalGas and DRA separately agree to an additional attrition year revenue requirement increase of $97 million in AY2012. SDG&E, SoCalGas and DRA agree to this amount on a combined basis for both SDG&E and SoCalGas. SDG&E, SoCalGas and DRA agree on separation of annual increases between SDG&E and SoCalGas as follows, expressed in millions of dollars:

	2012
SDG&E:	$45
SoCalGas:	$52

E. The Joint Parties agree that San Onofre Nuclear Generating Station (SONGS) revenue requirement escalation shall be separate from the revenue requirement amounts set forth above. SDG&E's SONGS escalation shall be consistent with SCE approved test year and attrition allowances.

F. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements.

G. The Joint Parties agree that there shall be no separate escalation for medical expenses.

H. The Joint Parties agree that GRC revenue requirement amounts subject to balancing account treatment (pensions; post-retirement benefits other than pensions (PBOPs); research, development and demonstration (RD&D) costs; tree trimming; and distribution integrity management programs) will not be increased above the TY2008 levels approved by the

Commission except as follows: (i) routine annual amortizations of over- or under-collections; and (ii) any post-test year changes to the level of pension or PBOP funding authorized by the Commission as part of a TY2008 revenue requirement decision will occur inside the pension or PBOP balancing account and such changes are incremental to the annual revenue requirement increases described in paragraph D above. This provision shall apply for the duration of the GRC term.

I. The Joint Parties agree that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase.

J. The Joint Parties agree that current Z-factor mechanisms shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that current Z-factor mechanisms shall continue through 2012.

K. Aglet withdraws its request for an Energy Division audit of net-to-gross calculations for attrition year depreciation allowances.

L. The Joint Parties agree that the current electric and gas sales mechanisms (ERAM-type balancing accounts) shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that such mechanisms shall continue through 2012.

M. The Joint Parties agree that there shall be no earnings sharing mechanism on base margin for either SDG&E or SoCalGas through 2011. SDG&E, SoCalGas and DRA separately agree that there shall be no earnings sharing mechanism on base margin for either SDG&E or SoCalGas through 2012.

N. The Joint Parties agree that performance incentive mechanisms are outside the scope of this PTYR Settlement Agreement.

O. The Joint Parties agree that Commission-approved revenue requirement and rate base changes that are outside the scope of the GRC (for example, cost of capital, CEMA, and rate base impacts of hub services revenues now recorded in memorandum accounts) are incremental to revenue requirement changes covered by this agreement.

IV.
ADDITIONAL TERMS AND CONDITIONS

A. PERFORMANCE

The Joint Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any other documents required to effectuate the terms of this PTYR Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this PTYR Settlement 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 PTYR Settlement Agreement. It is understood by the Joint Parties that time is of the essence in obtaining the Commission's approval of this PTYR Settlement Agreement and that all will extend their best efforts to ensure its adoption. This PTYR Settlement Agreement may be signed in counterparts.

B. THE PUBLIC INTEREST

The Joint Parties agree jointly by executing and submitting this PTYR Settlement Agreement that the relief requested herein is just, fair and reasonable, and in the public interest.

C. NON-PRECEDENTIAL EFFECT

This PTYR Settlement Agreement is not intended by the Joint Parties to be binding precedent for any future proceeding. The Joint Parties have assented to the terms of this PTYR Settlement Agreement only for the purpose of arriving at the settlement embodied in this PTYR Settlement Agreement. Each settling party expressly reserves its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methods which may be different than those underlying this PTYR Settlement Agreement, and the Joint Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this PTYR Settlement Agreement should not be considered as a precedent for or against them. The PTYR Settlement Agreement explicitly does <u>not</u> establish any precedent on the litigated revenue requirement issues in the case.

D. INDIVISIBILITY

This PTYR Settlement Agreement embodies compromises of the Joint Parties' positions. No individual term of this PTYR Settlement Agreement is assented to by any settling party, except in consideration of the other Joint Parties' assents to all other terms. Thus, the PTYR Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this PTYR Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Joint Parties agree, however, 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.

The Joint Parties acknowledge that the positions expressed in the PTYR Settlement Agreement were reached after consideration of all positions advanced in the prepared testimony of SoCalGas, DRA, and the other interested parties, as well as proposals offered during the settlement negotiations. This document sets forth the entire agreement of Joint Parties on all of those issues, except as specifically described within the PTYR Settlement Agreement. The terms and conditions of this PTYR Settlement Agreement may only be modified in writing subscribed by all Joint Parties.

E. ATTACHMENTS

Attachment A to this PTYR Settlement Agreement is part of the agreement of the Joint Parties and is incorporated by reference.

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Dated this 18th day of January, 2008.

DIVISION OF RATEPAYER ADVOCATES

By:_____
Dana Appling
Director, Division of Ratepayer Advocates

AGLET CONSUMER ALLIANCE

By:_____
James Weil
Director, Aglet Consumer Alliance

THE UTILITY REFORM NETWORK

By:_____
Robert Finkelstein
Legal Director, The Utility Reform Network

SAN DIEGO GAS & ELECTRIC COMPANY

By:_____

Lee Schavrien
Senior Vice President – Regulatory Affairs

Dated this 18th day of January, 2008.

DIVISION OF RATEPAYER ADVOCATES

By:_____

Dana Appling
Director, Division of Ratepayer Advocates

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By:_____
Robert Finkelstein
Legal Director, The Utility Reform Network

SAN DIEGO GAS & ELECTRIC COMPANY

By: Lee Schavrien
Lee Schavrien
Senior Vice President – Regulatory Affairs

Attachment A

Litigation Positions vs. Settlement of Escalated Base Margin ($Million)

Excluding Miscellaneous Revenues

SoCalGas Escalated Base Margin

	2008*	2009*	2010*	2011*	2012*	2013*
SoCalGas	1,610.5	1,672.4	1,729.4	1,797.3	1,865.7	1,933.6
annual increase		*61.9*	*57.0*	*67.9*	*68.4*	*67.9*
DRA	1,610.5	1,663.6	1,714.4	1,769.9	1,823.7	na
annual increase		*53.1*	*50.8*	*55.5*	*53.8*	
TURN/Aglet	1,610.5	1,636.3	1,666.7	na	na	na
annual increase		*25.8*	*30.4*			
Settlement	1,610.5	1,662.5	1,712.5	1,765.5	1,816.5	na
annual increase		*52.0*	*51.0*	*53.0*	*52.0*	

SDG&E Escalated Base Margin **

	2008*	2009*	2010*	2011*	2012*	2013*
SDGE	1,321.0	1,365.5	1,413.8	1,465.3	1,516.0	1,564.7
annual increase		*44.5*	*48.3*	*51.5*	*50.7*	*48.7*
DRA	1,321.0	1,360.4	1,404.2	1,450.6	1,496.0	na
annual increase		*39.4*	*43.7*	*46.5*	*45.4*	
TURN/Aglet	1,321.0	1,340.2	1,362.8	na	na	na
annual increase		*19.2*	*22.6*			
Settlement	1,321.0	1,362.0	1,406.0	1,450.0	1,495.0	na
annual increase		*41.0*	*44.0*	*44.0*	*45.0*	

** For purposes of projecting AY base margin, TY Settlement starting base margins are assumed; note that the settlement outcome for 2012 is an agreement among SoCalGas, SDG&E and DRA. Aglet and TURN oppose an AY2012.*

*** SDG&E AY base margins do not yet include the recently adopted SDG&E Cost of Capital decision.*

SDG&E base margins in years 2009-2013 exclude escalation for SONGS base margin.

na - not applicable: TURN/Aglet recommended next TY 2011 and DRA recommended next TY 2013

Litigation Positions vs. Settlement of Escalated Revenue Requirement ($Mil)

SoCalGas Escalated Revenue Requirement

	2008*	2009*	2010*	2011*	2012*	2013*
SoCalGas	1,685.0	1,746.9	1,803.9	1,871.8	1,940.2	2,008.1
annual increase		*61.9*	*57.0*	*67.9*	*68.4*	*67.9*
DRA	1,685.0	1,738.1	1,788.9	1,844.4	1,898.2	na
annual increase		*53.1*	*50.8*	*55.5*	*53.8*	
TURN/Aglet	1,685.0	1,710.8	1,741.2	na	na	na
annual increase		*25.8*	*30.4*			
Settlement	1,685.0	1,737.0	1,787.0	1,840.0	1,891.0	na
annual increase		*52.0*	*51.0*	*53.0*	*52.0*	

SDG&E Escalated Revenue Requirement **

	2008*	2009*	2010*	2011*	2012*	2013*
SDGE	1,349.0	1,393.5	1,441.8	1,493.3	1,544.0	1,592.7
annual increase		*44.5*	*48.3*	*51.5*	*50.7*	*48.7*
DRA	1,349.0	1,388.4	1,432.2	1,478.6	1,524.0	na
annual increase		*39.4*	*43.7*	*46.5*	*45.4*	
TURN/Aglet	1,349.0	1,368.2	1,390.8	na	na	na
annual increase		*19.2*	*22.6*			
Settlement	1,349.0	1,390.0	1,434.0	1,478.0	1,523.0	na
annual increase		*41.0*	*44.0*	*44.0*	*45.0*	

** For purposes of projecting escalated revenue requirement, Settlement starting base margin is assumed; note that the settlement outcome for 2012 is an agreement among SoCalGas, SDG&E and DRA. Aglet and TURN oppose an AY2012.*

*** SDG&E AY revenue requirements do not yet include the recently adopted SDG&E Cost of Capital decision.*

SDG&E revenue requirements in years 2009-2013 excludes escalation for SONGS base margin.

na - not applicable: TURN/Aglet recommended TY 2011 and DRA recommended TY 2013

Split of Total SDG&E Annual Attrition Year Revenue Increases to Gas and Electric Departments ($MM)

	2009	**2010**	**2011**	**2012***
Gas	8	9	9	9
Electric	33	35	35	36
Total	**41**	**44**	**44**	**45**

* Note that the settlement outcome for 2012 is an agreement among SoCalGas, SDG&E and DRA. Aglet and TURN oppose an AY2012.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY (U902M) for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008.	Application 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY (U904G) for authority to update its gas revenue requirement and base rates effective on January 1, 2008.	Application 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation 07-02-013 (Filed February 15, 2007)

JOINT SETTLEMENT COMPARISON OF SAN DIEGO GAS & ELECTRIC COMPANY TEST YEAR 2008 GENERAL RATE CASE

POST-TEST YEAR ISSUES (EXCLUDING PERFORMANCE INDICATORS)

January 18, 2008

212673

Part G

Other Issues

G6: Post Test-Year Ratemaking (PTYR) – O&M Escalation
G7: PTYR -- Productivity
G8: PTYR – Capital Escalation
G9: PTYR – Medical Escalation
G10: PTYR – Earnings Sharing Symmetry
G11: PTYR – Earnings Sharing Bands
G12: PTYR – Earnings Sharing Tax Benefits
G13: PTYR – GRC Term
G14: PTYR – Other Items

Chapter 3G-6
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	Escalation Factor – O&M Expenses
SDG&E Position:	SDG&E proposed post test year adjustments to O&M expenses using a formula that in part multiplies the previous year O&M by inputs for utility cost escalation factors from Global Insight's Utility Cost Information Service (UCIS) (see Exhibit SDG&E-34, p. MMS-5).
DRA Position:	DRA requests use of the Consumer Price Index (CPI) instead of the UCIS utility specific cost escalation factor (see Exhibit DRA-25, p. 25-7).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G-7
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	Productivity + Stretch Factors
SDG&E Position:	SDG&E proposes a progressive productivity factor that begins at 1.1% the first year of attrition and increases by 0.1% per year to 1.5% in the last year of the requested 6-year GRC term (see Exhibit SDG&E-34, pp. MMS-5 to 8).
DRA Position:	DRA recommends the 1.3% average productivity factor in each attrition year to form the basis from which a progressive productivity structure should start (see Exhibit DRA-25, p. 25-9). DRA proposes an additional progressive stretch factor of 0.1% be added to the productivity factor for calculating attrition year revenue requirements (see Exhibit DRA-25, p. 25-10). DRA recommends a stretch factor of 0.1% for non-UoF related productivity gains (see Exhibit DRA-25, p. 25-11). Taken in whole, the proposed productivity begins at 1.3% in 2009 and increases 0.2% in each of the attrition years, ending at 1.9% in 2012 under DRA's contemplated 5-year GRC term (see Exhibit DRA-25, p. 25-11).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G-8
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	Escalation Factor – Capital Expenditures
SDG&E Position:	SDG&E proposed post test year adjustments to capital-related costs using a 3-year rolling average of historical plant additions, escalated to PTY dollars using Handy-Whitman construction indexes (see Exhibit SDG&E-34, pp. MMS-8 to 10).
DRA Position:	DRA does not object to the 3-year average to adjust capital-related costs, but requests use of the Consumer Price Index (CPI) instead of the Handy-Whitman construction indexes (see Exhibit DRA-25, pp. 25-11 to 25-12).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G-9
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	Escalation Factor – Medical Costs
SDG&E Position:	To adjust for the impact of inflation on medical costs during the post test years, SDG&E proposed the use of different escalation factors specifically developed to address medical costs. Expenses for the upcoming year are derived multiplying the previous year medical cost by the one-year-ahead projection, with no adjustment for customer growth or productivity (see Exhibit SDG&E-34, p. MMS-10).
DRA Position:	DRA did not take issue with the requested approach, but does recommend an 8% cap for the PTY medical cost escalation factor (see DRA-25, p. 25-12).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. The Joint Parties agree that there shall be no separate escalation for medical expenses. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G-10
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	Earnings Sharing Mechanism – Sharing Band Symmetry
SDG&E Position:	SDG&E proposed a symmetrical earnings sharing mechanism whereby ratepayers and shareholders both receive earnings that are above or below an authorized Rate of Return (see Exhibit SDG&E-34, p. MMS-14).
DRA Position:	DRA did not object to the concept of earnings sharing, but recommends asymmetrical sharing bands. DRA believes that SDG&E should bear all the risk associated with earnings below the authorized ROR (see Exhibit DRA-25, pp. 25-15 to 18).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that there be no earnings sharing with a 3-year GRC term, or asymmetrical earnings sharing (no downside sharing) with a longer GRC term. The Joint Parties agree that there shall be no earnings sharing on base margin for any year in the post-test year period. This outcome is reasonable as it reflects the TURN/Aglet position of no earnings sharing and the use of fixed annual revenue requirement changes resolves TURN/Aglet concerns associated with a GRC term longer than three years.

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Chapter 3G-11
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account: Post-Test Year Ratemaking Mechanism

Witnesses: Schneider (SDG&E) / Ayanruoh (DRA)

Issue Description: Earnings Sharing Mechanism – Sharing Bandwidth

SDG&E Position: SDG&E proposed sharable earnings for attrition years consisting of sharing bands identical to the mechanism adopted in Phase II of the 2004 Cost of Service (D.05-03-023), presented below (see Exhibit SDG&E-34, p. MMS-14):

2004 Cost of Service Phase II – Sharing Bands

Bands	Sharing Band Relative to ROR	Company	Customer
Inner	0 – 50	100%	0%
1	51 – 100	25%	75%
2	101 – 125	35%	65%
3	126 – 150	45%	55%
4	151 – 175	55%	45%
5	176 – 200	65%	35%
6	201 – 300	75%	25%
Outer	Above 300	Suspend	Suspend

DRA Position: DRA recommends the basis points for the Inner band be "narrowed" to 0 – 25 and Band 1 be "narrowed" to 26 – 100 (see Exhibit DRA-25, p. 25-18).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that there be no earnings sharing with a 3-year GRC term, or asymmetrical earnings sharing (no downside sharing) with a longer GRC term. The Joint Parties agree that there shall be no earnings sharing on base margin for any year in the post-test year period. This outcome is reasonable as it reflects the TURN/Aglet position of no earnings sharing and the use of fixed annual revenue requirement changes resolves TURN/Aglet concerns associated with a GRC term longer than three years.

Chapter 3G-12
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	Earnings Sharing Mechanism – Tax Deduction Benefits
SDG&E Position:	The gross-up of the ratepayer's allocation of gain is appropriate as it properly allocates the tax benefits consistent with the adopted percentages under the adopted earnings sharing mechanism (see Exhibit SCG-250, pp. 20 to 23).
DRA Position:	DRA proposes to change the methodology currently used by SDG&E to calculate the grossed-up amount of sharable earnings allocated to ratepayers. DRA requests revision of the formula currently used 1/(1-r * t) to 1/(1-t), where "t" represents the adopted gross-up factor for income taxes, franchise fees and uncollectibles (see Exhibit DRA-25, pp. 25-18 to 20).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that there be no earnings sharing with a 3-year GRC term, or asymmetrical earnings sharing (no downside sharing) with a longer GRC term. The Joint Parties agree that there shall be no earnings sharing on base margin for any year in the post-test year period. This outcome is reasonable as it reflects the TURN/Aglet position of no earnings sharing and the use of fixed annual revenue requirement changes resolves TURN/Aglet concerns associated with a GRC term longer than three years.

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Chapter 3G-13
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Schneider (SDG&E) / Ayanruoh (DRA)
Issue Description:	GRC Term
SDG&E Position:	SDG&E proposes a 6-year GRC term from 2008 – 2013 unless certain "off-ramp" events are triggered (see Exhibit SDG&E-34, pp. MMS-12 to 13).
DRA Position:	DRA believes a term longer than the traditional 3-year period is appropriate, but recommends a 5-year term ending in 2012 (see Exhibit DRA-25, pp. 25-20 to 22).

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SETTLEMENT AGREEMENT

TURN and Aglet proposed a 3-year GRC term using CPI factors applied to the total revenue requirement for annual escalation. SDG&E, SoCalGas, DRA, TURN and Aglet ("Joint Parties") agree to a minimum four year GRC term, TY2008 plus Attrition Year ("AY") 2009, 2010 and 2011. SDG&E, SoCalGas and DRA separately agree to an additional AY2012 (a five year GRC term). TURN and Aglet do not agree to the additional AY2012, or to any other provision herein regarding 2012 ratemaking. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates. The Joint Parties agree to attrition year revenue requirement increases as follows: $93 million increase in AY2009, $95 million increase in AY2010 and $97 million increase in AY2011. The Joint Parties agree to these amounts on a combined basis for both SDG&E and SoCalGas. The Joint Parties also agree that the combined revenue requirements shall be apportioned to each utility as follows, expressed in millions of dollars:

	2009	2010	2011
SDG&E:	$41	$44	$44
SoCalGas:	$52	$51	$53

SDG&E, SoCalGas and DRA separately agree to an additional attrition year revenue requirement increase of $97 million in AY2012. SDG&E, SoCalGas and DRA agree to this amount on a combined basis for both SDG&E and SoCalGas and agree that the combined revenue requirement shall be apportioned to each utility as follows, expressed in millions of dollars:

	2012
SDG&E:	$45
SoCalGas:	$52

The Joint Parties agree that SONGS revenue requirement escalation shall be separate from the revenue requirement amounts set forth above. SDG&E's SONGS escalation shall be consistent with SCE approved test year and attrition allowances.

The Joint Parties also agree that SDG&E and SoCalGas GRC revenue requirement amounts that are subject to balancing account treatment (pensions; post-retirement benefits other than pensions (PBOPs); research, development and demonstration (RD&D) costs; tree trimming and distribution integrity management programs) will not be increased above TY2008 revenue requirement levels approved by the Commission except as follows: any post-test year changes to the level of the pension or PBOP funding authorized by the Commission will occur inside the pension or PBOP balancing account and are incremental to the annual revenue requirement increases described above. This provision shall apply for the duration of the GRC term.

Chapter 3G-14
San Diego Gas & Electric Company
2008 Test Year GRC A.06-12-009
DRA Differences to SDG&E Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witnesses:	Various
Issue Description:	1. Z-Factor Mechanism 2. Net-to-Gross Calculation Audit 3. Electric and Gas Sales Balancing Mechanisms 4. Changes to Attrition Year Revenue Requirement Changes
SDG&E Position:	1. Retain the existing Z-factor mechanism 2. No audit is needed. 3. Retain the current electric and gas sales balancing mechanisms. 4. No position.
Intervenor Position:	1. DRA would retain the existing Z-factor mechanism. TURN and Aglet would eliminate the mechanism, or in the alternative, have the deductible amount applied annually over the term of the GRC. 2. Aglet proposed that the Energy Division audit the net-to-gross calculations associated with attrition-year depreciation allowances. 3. Neither DRA, TURN or Aglet opposed the retention of the existing electric and gas sales balancing mechanisms. 4. No position.

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SETTLEMENT AGREEMENT

1. The Joint Parties agree that current Z-factor mechanisms shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that current Z-factor mechanisms shall continue through 2012. This outcome is reasonable as it adopts in principle the SDG&E and SoCalGas positions.

2. Aglet withdraws its request for an Energy Division audit of net-to-gross calculations for attrition year depreciation allowances. This outcome is reasonable because no separate calculation of AY depreciation expense is required under the PTYR Settlement Agreement.

3. The Joint Parties agree that the current electric and gas sales mechanisms (ERAM-type balancing accounts) shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that such mechanisms shall continue through 2012. This outcome is reasonable as there was no dispute for this item.

4. The Joint Parties agree that Commission-approved revenue requirement and rate base changes that are outside the scope of the GRC (for example, cost of capital, CEMA, and rate base impacts of hub services revenues now recorded in memorandum accounts) are incremental to revenue requirement changes covered by this agreement. This outcome is reasonable as it preserves the intent of the parties with regard to the fixed annual revenue requirement changes while recognizing Commission actions outside the scope the GRC.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **MOTION OF JOINT PARTIES (SAN DIEGO GAS & ELECTRIC COMPANY, DIVISION OF RATEPAYER ADVOCATES, THE UTILITY REFORM NETWORK, AND AGLET CONSUMER ALLIANCE) FOR ADOPTION OF SETTLEMENT AGREEMENT REGARDING POST-TEST YEAR RATEMAKING ; SETTLEMENT AGREEMENT REGARDING SAN DIEGO GAS & ELECTRIC COMPANY POST-TEST YEAR RATEMAKING; and JOINT SETTLEMENT COMPARISON OF SAN DIEGO GAS & ELECTRIC COMPANY TEST YEAR 2008 GENERAL RATE CASE** on each party named in the official service list for proceeding A.06-12-009, A.06-12-010, and I.07-02-013 by electronic service, and by U.S. Mail to those parties who have not provided an electronic address.

Copies were also sent via Federal Express to Commissioner John Bohn and the Assigned Administrative Law Judge Douglas M. Long and Carol A. Brown.

Executed this 18th day of January 2008, at San Diego, California.

/s/ LISA FUCCI-ORTIZ
Lisa Fucci-Ortiz

(END OF APPENDIX 3)

APPENDIX 4

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY (U902M) for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008.	Application 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY (U904G) for authority to update its gas revenue requirement and base rates effective on January 1, 2008.	Application 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's own motion into the rates, operations, practices, services and facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation 07-02-013 (Filed February 15, 2007)

SETTLEMENT AGREEMENT
REGARDING SOUTHERN CALIFORNIA GAS COMPANY
POST-TEST YEAR RATEMAKING

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James Weil
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Cool, CA 95614
Director, Aglet Consumer Alliance

January 18, 2008

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY (U902M) for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008.	Application 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY (U904G) for authority to update its gas revenue requirement and base rates effective on January 1, 2008.	Application 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's own motion into the rates, operations, practices, services and facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation 07-02-013 (Filed February 15, 2007)

SETTLEMENT AGREEMENT
REGARDING SOUTHERN CALIFORNIA GAS COMPANY
POST-TEST YEAR RATEMAKING

Pursuant to Rule 12 of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission"), the Commission's Division of Ratepayer Advocates ("DRA"), The Utility Reform Network ("TURN"), Aglet Consumer Alliance ("Aglet"), and Southern California Gas Company ("SCG" or "SoCalGas") (collectively referred to hereafter as "Joint Parties") respectfully submit to the Commission this Settlement Agreement. In this Settlement Agreement, the Joint Parties provide to the Commission a recommended resolution of post-test year ratemaking ("PTYR") for SCG.

This PTYR Settlement Agreement resolves the vast majority of post-test year issues designated for this proceeding. However, issues pertaining to performance indicators are not addressed in this PTYR Settlement Agreement. Accompanying this PTYR Settlement Agreement is the Motion of the Joint Parties requesting that the Commission adopt the terms of

this PTYR Settlement Agreement. Attached to this Settlement Agreement and incorporated as an integral part of the Settlement Agreement is the following: Attachment A: Table of Litigation vs. Settlement Base Margins and Revenue Requirements (2009-2013).

In addition, the Joint Parties have prepared a Post-Test Year Joint Settlement Comparison Exhibit, which is being filed concurrently and is incorporated into the PTYR Settlement Agreement by reference.

I.
INTRODUCTION AND BACKGROUND

Pursuant to Decision (D.) 04-12-015, San Diego Gas & Electric Company ("SDG&E") and SoCalGas filed Application (A.) 06-12-009 and A.06-12-010, respectively, on December 8, 2006. The assigned Administrative Law Judge (ALJ) consolidated the applications in light of the similarities of the filings, including many of the same witnesses, use of the same ratemaking calculations or "models," and the fact that the two companies are operated in large part by the same management. A prehearing conference (PHC) was held on February 9, 2007. On February 15, 2007 the Commission issued a companion order instituting Investigation (I.) 07-02-013. On February 27, 2007 Assigned Commissioner John Bohn and ALJ Douglas Long issued a Scoping Memo. On April 16, 2007 Applicants moved for interim relief in anticipation of a final decision in these proceedings occurring after the start of the ratemaking test year. The original schedule was modified by rulings dated May 22 and June 21, 2007. Pursuant to the revised schedule SoCalGas and SDG&E prepared supplemental testimony and served it on June 4, 2007. Intervenor testimony was served on July 6, 2007 and rebuttal testimony on July 20, 2007. Notice of the application was by publication and posting in public places. Notice of the hearings was provided in similar fashion. Public Participation Hearings (PPHs) were held in numerous locations throughout Southern California during May, 2007. Consistent with DRA's statutory mandate to represent and advocate on behalf of the interests of public utility customers within the jurisdiction of the Commission, DRA staff members propounded, and Applicants responded to, voluminous and substantial data requests. DRA's discovery occurred over a period exceeding ten months. Eventually, DRA issued its comprehensive reports dated July 6, 2007, which were sponsored by approximately two dozen witnesses. In addition a number of intervenors served

testimony in the consolidated proceeding.[1] Hearings on direct and rebuttal testimony were held beginning mid-August, 2007. Evidentiary hearings concluded on September 13, 2007.

As required by Rule 12.1, prior notice with an opportunity to participate in the settlement conference was provided to all parties. A settlement conference was noticed by Applicants and held on July 24, 2007, with a second settlement conference on August 23, 2007. Continuing negotiations were held over the next several months, although they were necessarily "on hold" for some time due to resource constraints during evidentiary hearings and briefing. In late November 2007, agreement was reached in principle on Test Year ("TY") 2008 revenue requirement issues. Applicants noticed another settlement conference on November 28, 2007. That settlement conference was held telephonically on December 6, 2007. On December 20, 2007 the applicants and other parties executed separate Settlement Agreements regarding SDG&E and SoCalGas Test Year 2008 revenue requirements. Negotiations continued subsequent to that date on PTYR issues. On January 9, 2008 the Joint Parties reached agreement in principle on PTYR issues, and subsequently drafted and signed the instant PTYR Settlement Agreements (one for each utility) on January 18, 2008.

II.
REASONABLENESS OF THE SETTLEMENT

The Joint Parties believe this PTYR Settlement Agreement complies with the Commission's requirements that settlements be reasonable in light of the whole record, consistent with law, and in the public interest. (Rule 12.1(d).) The Joint Parties have recognized that there is risk involved in litigation, and that no party was likely to be 100% successful in supporting its filed case. The Joint Parties have vigorously argued their positions in this matter, and have reached compromise positions that they believe are appropriate in light of the litigation risks. Furthermore, the Joint Parties have specifically considered the potential litigated outcome of issues raised by parties other than SoCalGas and DRA. The level of post-test year revenues agreed to in this PTYR Settlement Agreement reflects the Joint Parties' best judgment as to the

[1] Intervenors included Aglet, the Coalition of California Utility Employees, the California Farm Bureau Federation, the California Natural Gas Vehicle Coalition, the Federal Executive Agencies, Greenlining Institute, Western Mobilehome Association, Pest Control Operators of California, Pacific Gas and Electric Company, Southern California Edison Company, TURN, Utility Consumers Action Network, Utility Workers of America, Local 483, and Southern California Generation Coalition.

totality of all parties' positions and risks, and their agreement herein is explicitly based on the bottom line result achieved.

FORECAST METHOD

The Joint Parties based their respective post test year proposals using differing factors for cost escalation, productivity and customer growth and with different mechanisms for earnings sharing and other elements of PTYR. In many instances the differences in the resulting post-test year outcomes result from employing different escalation indices or from using different assumptions regarding productivity or customer growth. The Joint Parties agree that determination of post-test year revenue requirements requires the use of judgment and that, as in any forecasting exercise, there is a range of reasonable outcomes. The Joint Parties also agree that different methods can produce results within this range and that no single method will produce the sole reasonable result in every instance.

The level of post-test year expenses recommended by the Joint Parties is based upon their individual judgments regarding the strengths and weaknesses of competing forecasting methods, including those proposed by parties other than SoCalGas and DRA, and the resulting compromises each party felt were reasonable. Except as specifically identified in this PTYR Settlement Agreement, the substantial differences among the Joint Parties' initial positions were resolved through such judgments and compromises.

III.
SETTLEMENT AND STIPULATIONS

The Joint Parties agree as follows:

A. The Joint Parties agree to a minimum four year GRC term, TY2008 plus Attrition Year ("AY") 2009, 2010 and 2011. SDG&E, SoCalGas and DRA separately agree to an additional AY2012, which would result in a five year general rate case (GRC) term. TURN and Aglet do not agree to the additional AY2012, or to any other provision herein regarding 2012 ratemaking.

B. The Joint Parties agree that attrition year revenue requirement changes will be fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates.

C. The Joint Parties agree to attrition year revenue requirement increases as follows: $93 million increase in AY2009, $95 million increase in AY2010 and $97 million increase in AY2011. The Joint Parties agree to these amounts on a combined basis for both SDG&E and SoCalGas. The Joint Parties agree on separation of annual increases between SDG&E and SoCalGas as follows, expressed in millions of dollars:

	2009	2010	2011
SDG&E:	$41	$44	$44
SoCalGas:	$52	$51	$53

D. SDG&E, SoCalGas and DRA separately agree to an additional attrition year revenue requirement increase of $97 million in AY2012. SDG&E, SoCalGas and DRA agree to this amount on a combined basis for both SDG&E and SoCalGas. SDG&E, SoCalGas and DRA agree on separation of annual increases between SDG&E and SoCalGas as follows, expressed in millions of dollars:

	2012
SDG&E:	$45
SoCalGas:	$52

E. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements.

F. The Joint Parties agree that there shall be no separate escalation for medical expenses.

G. The Joint Parties agree that GRC revenue requirement amounts subject to balancing account treatment (pensions; post-retirement benefits other than pensions (PBOPs); research, development and demonstration (RD&D) costs; and distribution integrity management programs) will not be increased above the TY2008 levels approved by the Commission except as follows: (i) routine annual amortizations of over - or under-collections; and (ii) any post-test year changes to the level of pension or PBOP funding authorized by the Commission as part of a TY2008 revenue requirement decision will occur inside the pension or PBOP balancing account and such changes are incremental to the annual revenue

requirement increases described in paragraph D above. This provision shall apply for the duration of the GRC term.

H. The Joint Parties agree that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase.

I. The Joint Parties agree that current z-factor mechanisms shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that current z-factor mechanisms shall continue through 2012.

J. Aglet withdraws its request for an Energy Division audit of net-to-gross calculations for attrition year depreciation allowances.

K. The Joint Parties agree that the current electric and gas sales mechanisms (ERAM-type balancing accounts) shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that such mechanisms shall continue through 2012.

L. The Joint Parties agree that there shall be no earnings sharing mechanism on base margin for either SDG&E or SoCalGas through 2011. SDG&E, SoCalGas and DRA separately agree that there shall be no earnings sharing mechanism on base margin for either SDG&E or SoCalGas through 2012.

M. The Joint Parties agree that performance incentive mechanisms are outside the scope of this PTYR Settlement Agreement.

N. The Joint Parties agree that Commission-approved revenue requirement and rate base changes that are outside the scope of the GRC (for example, cost of capital, CEMA, and rate base impacts of hub services revenues now recorded in memorandum accounts) are incremental to revenue requirement changes covered by this agreement.

O. The Joint Parties agree that because the attrition year revenue requirement changes are fixed dollar amounts, the issue of customer growth is moot as no forecast of customer growth is required to be adopted by the Commission.

P. DRA and SoCalGas agree to the SoCalGas proposal for not continuing "in-testing" for accuracy of meters removed from service in the post-test year period.

Q. The Joint Parties agree that because the attrition year revenue requirement changes are fixed dollar amounts (as specified above), the DRA issue of whether or not attrition year allowances should be adjusted by an additional $1.5 million is subsumed within those fixed dollar amounts.

R. DRA and SoCalGas agree to maintain the sharing mechanism for net revenues (royalties, sale of securities) related to the RD&D program and to split net revenues 60% to ratepayers and 40% to shareholders.

IV.
ADDITIONAL TERMS AND CONDITIONS

A. PERFORMANCE

The Joint Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any other documents required to effectuate the terms of this PTYR Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this PTYR Settlement 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 PTYR Settlement Agreement. It is understood by the Joint Parties that time is of the essence in obtaining the Commission's approval of this PTYR Settlement Agreement and that all will extend their best efforts to ensure its adoption. This PTYR Settlement Agreement may be signed in counterparts.

B. THE PUBLIC INTEREST

The Joint Parties agree jointly by executing and submitting this PTYR Settlement Agreement that the relief requested herein is just, fair and reasonable, and in the public interest.

C. NON-PRECEDENTIAL EFFECT

This PTYR Settlement Agreement is not intended by the Joint Parties to be binding precedent for any future proceeding. The Joint Parties have assented to the terms of this PTYR Settlement Agreement only for the purpose of arriving at the settlement embodied in this PTYR

Settlement Agreement. Each settling party expressly reserves its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methods which may be different than those underlying this PTYR Settlement Agreement, and the Joint Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this PTYR Settlement Agreement should not be considered as a precedent for or against them. The PTYR Settlement Agreement explicitly does not establish any precedent on the litigated revenue requirement issues in the case.

D. INDIVISIBILITY

This PTYR Settlement Agreement embodies compromises of the Joint Parties' positions. No individual term of this PTYR Settlement Agreement is assented to by any settling party, except in consideration of the other Joint Parties' assents to all other terms. Thus, the PTYR Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this PTYR Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Joint Parties agree, however, 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.

The Joint Parties acknowledge that the positions expressed in the PTYR Settlement Agreement were reached after consideration of all positions advanced in the prepared testimony of SoCalGas, DRA, and the other interested parties, as well as proposals offered during the settlement negotiations. This document sets forth the entire agreement of Joint Parties on all of those issues, except as specifically described within the PTYR Settlement Agreement. The terms and conditions of this PTYR Settlement Agreement may only be modified in writing subscribed by all Joint Parties.

E. ATTACHMENTS

Attachment A to this PTYR Settlement Agreement is part of the agreement of the Joint Parties and is incorporated by reference.

Dated this 18th day of January, 2008.

DIVISION OF RATEPAYER ADVOCATES

By:_____
Dana Appling
Director, Division of Ratepayer Advocates

AGLET CONSUMER ALLIANCE

By:_____
James Weil
Director, Aglet Consumer Alliance

THE UTILITY REFORM NETWORK

By:_____
Robert Finkelstein
Legal Director, The Utility Reform Network

SOUTHERN CALIFORNIA GAS COMPANY

By:_____

Lee Schavrien
Senior Vice President – Regulatory Affairs

Dated this 18th day of January, 2008.

DIVISION OF RATEPAYER ADVOCATES

By:_____

Dana Appling
Director, Division of Ratepayer Advocates

AGLET CONSUMER ALLIANCE

By:_____

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SOUTHERN CALIFORNIA GAS COMPANY

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Legal Director, The Utility Reform Network

SOUTHERN CALIFORNIA GAS COMPANY

By: Lee Schavrien
Lee Schavrien
Senior Vice President – Regulatory Affairs

Attachment A

Litigation Positions vs. Settlement of Escalated Base Margin ($Million)

Excluding Miscellaneous Revenues

SoCalGas Escalated Base Margin

	2008*	2009*	2010*	2011*	2012*	2013*
SoCalGas	1,610.5	1,672.4	1,729.4	1,797.3	1,865.7	1,933.6
annual increase		*61.9*	*57.0*	*67.9*	*68.4*	*67.9*
DRA	1,610.5	1,663.6	1,714.4	1,769.9	1,823.7	na
annual increase		*53.1*	*50.8*	*55.5*	*53.8*	
TURN/Aglet	1,610.5	1,636.3	1,666.7	na	na	na
annual increase		*25.8*	*30.4*			
Settlement	1,610.5	1,662.5	1,712.5	1,765.5	1,816.5	na
annual increase		*52.0*	*51.0*	*53.0*	*52.0*	

SDG&E Escalated Base Margin **

	2008*	2009*	2010*	2011*	2012*	2013*
SDGE	1,321.0	1,365.5	1,413.8	1,465.3	1,516.0	1,564.7
annual increase		*44.5*	*48.3*	*51.5*	*50.7*	*48.7*
DRA	1,321.0	1,360.4	1,404.2	1,450.6	1,496.0	na
annual increase		*39.4*	*43.7*	*46.5*	*45.4*	
TURN/Aglet	1,321.0	1,340.2	1,362.8	na	na	na
annual increase		*19.2*	*22.6*			
Settlement	1,321.0	1,362.0	1,406.0	1,450.0	1,495.0	na
annual increase		*41.0*	*44.0*	*44.0*	*45.0*	

** For purposes of projecting AY base margin, TY Settlement starting base margins are assumed; note that the settlement outcome for 2012 is an agreement among SoCalGas, SDG&E and DRA. Aglet and TURN oppose an AY2012.*

*** SDG&E AY base margins do not yet include the recently adopted SDG&E Cost of Capital decision.*

SDG&E base margins in years 2009-2013 exclude escalation for SONGS base margin.

na - not applicable: TURN/Aglet recommended next TY 2011 and DRA recommended next TY 2013

Litigation Positions vs. Settlement of Escalated Revenue Requirement ($Mil)

SoCalGas Escalated Revenue Requirement

	2008*	2009*	2010*	2011*	2012*	2013*
SoCalGas	1,685.0	1,746.9	1,803.9	1,871.8	1,940.2	2,008.1
annual increase		*61.9*	*57.0*	*67.9*	*68.4*	*67.9*
DRA	1,685.0	1,738.1	1,788.9	1,844.4	1,898.2	na
annual increase		*53.1*	*50.8*	*55.5*	*53.8*	
TURN/Aglet	1,685.0	1,710.8	1,741.2	na	na	na
annual increase		*25.8*	*30.4*			
Settlement	1,685.0	1,737.0	1,787.0	1,840.0	1,891.0	na
annual increase		*52.0*	*51.0*	*53.0*	*52.0*	

SDG&E Escalated Revenue Requirement **

	2008*	2009*	2010*	2011*	2012*	2013*
SDGE	1,349.0	1,393.5	1,441.8	1,493.3	1,544.0	1,592.7
annual increase		*44.5*	*48.3*	*51.5*	*50.7*	*48.7*
DRA	1,349.0	1,388.4	1,432.2	1,478.6	1,524.0	na
annual increase		*39.4*	*43.7*	*46.5*	*45.4*	
TURN/Aglet	1,349.0	1,368.2	1,390.8	na	na	na
annual increase		*19.2*	*22.6*			
Settlement	1,349.0	1,390.0	1,434.0	1,478.0	1,523.0	na
annual increase		*41.0*	*44.0*	*44.0*	*45.0*	

** For purposes of projecting escalated revenue requirement, Settlement starting base margin is assumed; note that the settlement outcome for 2012 is an agreement among SoCalGas, SDG&E and DRA. Aglet and TURN oppose an AY2012.*

*** SDG&E AY revenue requirements do not yet include the recently adopted SDG&E Cost of Capital decision.*

SDG&E revenue requirements in years 2009-2013 excludes escalation for SONGS base margin.

na - not applicable: TURN/Aglet recommended TY 2011 and DRA recommended TY 2013

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of SAN DIEGO GAS & ELECTRIC COMPANY (U902M) for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008.	Application 06-12-009 (Filed December 8, 2006)
Application of SOUTHERN CALIFORNIA GAS COMPANY (U904G) for authority to update its gas revenue requirement and base rates effective on January 1, 2008.	Application 06-12-010 (Filed December 8, 2006)
Order Instituting Investigation on the Commission's Own Motion into the Rates, Operations, Practices, Services and Facilities of San Diego Gas & Electric Company and Southern California Gas Company.	Investigation 07-02-013 (Filed February 15, 2007)

JOINT SETTLEMENT COMPARISON OF SOUTHERN CALIFORNIA GAS COMPANY TEST YEAR 2008 GENERAL RATE CASE

POST-TEST YEAR ISSUES (EXCLUDING PERFORMANCE INDICATORS)

January 18, 2008

212682

Part G

Other Issues

G5: Post Test-Year Ratemaking (PTYR) – O&M Escalation
G6: PTYR -- Productivity
G7: PTYR – Capital Escalation
G8: PTYR – Medical Escalation
G9: PTYR – Earnings Sharing Symmetry
G10: PTYR – Earnings Sharing Bands
G11: PTYR – Earnings Sharing Tax Benefits
G12: PTYR – GRC Term
G13: PTYR – Corporate Center Adjustment
G14: Residential Customer Forecast
G15: Pipeline Integrity Reporting
G16: Testing of Replaced Meters
G17: RD&D Royalties
G18: RD&D Escalation
G19: PTYR – Other Issues

Chapter 3G5
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider Post Test-Year Ratemaking
Issue Description:	Escalation Factor – O&M Expenses
SoCalGas Position:	SoCalGas proposed post test year adjustments to O&M expenses using a formula that in part multiplies the previous year O&M by inputs for utility cost escalation factors from Global Insight's Utility Cost Information Service (UCIS) (see Exhibit SCG-31, pages MMS-5).
DRA Position:	DRA requests use of the Consumer Price Index (CPI) instead of the UCIS utility specific cost escalation factor (see DRA-25, page 25-7).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G6
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account: Post-Test Year Ratemaking Mechanism

Witness: M. Schneider Post Test-Year Ratemaking

Issue Description: Productivity + Stretch Factors

SoCalGas Position: SoCalGas proposes a progressive productivity factor that begins at 1.1% the first year of attrition and increases by 0.1% per year to 1.5% in the last year of the requested 6-year GRC term (see Exhibit SCG-31, pages MMS-5 to 6).

DRA Position: DRA recommends the 1.3% average productivity factor in each attrition year to form the basis from which a progressive productivity structure should start (see DRA-25, page 25-9). DRA proposes an additional progressive stretch factor of 0.1% be added to the productivity factor for calculating attrition year revenue requirements (see DRA-25, page 25-10). DRA recommends a stretch factor of 0.1% for non-UoF related productivity gains (see DRA-25, page 25-11). Taken in whole, the proposed productivity begins at 1.3% in 2009 and increases 0.2% in each of the attrition years, ending at 1.9% in 2012 under DRA's contemplated 5-year GRC term (see DRA-25, page 25-11).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G7
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider Post Test-Year Ratemaking
Issue Description:	Escalation Factor – Capital Expenditures
SoCalGas Position:	SoCalGas proposed post test year adjustments to capital-related costs using a 3-year rolling average of historical plant additions, escalated to PTY dollars using Handy-Whitman construction indexes (see Exhibit SCG-31, pages MMS-6 to 7).
DRA Position:	DRA does not object to the 3-year average to adjust capital-related costs, but requests use of the Consumer Price Index (CPI) instead of the Handy-Whitman construction indexes (see DRA-25, page 25-11 to 25-12).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G8
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider Post Test-Year Ratemaking
Issue Description:	Escalation Factor – Medical Costs
SoCalGas Position:	To adjust for the impact of inflation on medical costs during the post test years, SoCalGas proposed the use of different escalation factors specifically developed to address medical costs. Expenses for the upcoming year are derived multiplying the previous year medical cost by the one-year-ahead projection, with no adjustment for customer growth or productivity (see Exhibit SCG-31, pages MMS-8).
DRA Position:	DRA did not take issue with the requested approach, but does recommend an 8% cap for the PTY medical cost escalation factor (see DRA-25, page 25-12).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI, that there be no adjustments for productivity or customer growth and that there be no true-up of forecast to actual CPI factors. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates and that there shall be no true-up or after-the-fact modification to any attrition year revenue requirement increase. The Joint Parties do not agree to any specific separation of the settled attrition year amounts into expenses and capital-related revenue requirements. The Joint Parties agree that there shall be no separate escalation for medical expenses. This outcome results in annual revenue requirement increases that are reasonable and a compromise of the litigation positions of the parties.

Chapter 3G9
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider Post Test-Year Ratemaking
Issue Description:	Earnings Sharing Mechanism – Sharing Band Symmetry
SoCalGas Position:	SoCalGas proposed a symmetrical earnings sharing mechanism whereby ratepayers and shareholders both receive earnings that are above or below an authorized Rate of Return (see Exhibit SCG-31, pages MMS-10).
DRA Position:	DRA did not object to the concept of earnings sharing, but recommends asymmetrical sharing bands. DRA believes that SoCalGas should bear all the risk associated with earnings below the authorized ROR (see DRA-25, page 25-15 to 18).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that there be no earnings sharing with a 3-year GRC term, or asymmetrical earnings sharing (no downside sharing) with a longer GRC term. The Joint Parties agree that there shall be no earnings sharing on base margin for any year in the post-test year period. This outcome is reasonable as it reflects the TURN/Aglet position of no earnings sharing and the use of fixed annual revenue requirement changes resolves TURN/Aglet concerns associated with a GRC term longer than three years.

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Chapter 3G10
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account: Post-Test Year Ratemaking Mechanism

Witness: M. Schneider Post Test-Year Ratemaking

Issue Description: Earnings Sharing Mechanism – Sharing Bandwidth

SoCalGas Position: SoCalGas proposed sharable earnings for attrition years consisting of sharing bands identical to the mechanism adopted in Phase II of the 2004 Cost of Service (D.05-03-023), presented below (see Exhibit SCG-31, pages MMS-10):

2004 Cost of Service Phase II – Sharing Bands

Bands	Sharing Band Relative to ROR	Company	Customer
Inner	0 – 50	100%	0%
1	51 – 100	25%	75%
2	101 – 125	35%	65%
3	126 – 150	45%	55%
4	151 – 175	55%	45%
5	176 – 200	65%	35%
6	201 – 300	75%	25%
Outer	Above 300	Suspend	Suspend

DRA Position: DRA recommends the basis points for the Inner band be "narrowed" to 0 – 25 and Band 1 be "narrowed" to 26 – 100 (see DRA-25, page 25-18).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that there be no earnings sharing with a 3-year GRC term, or asymmetrical earnings sharing (no downside sharing) with a longer GRC term. The Joint Parties agree that there shall be no earnings sharing on base margin for any year in the post-test year period. This outcome is reasonable as it reflects the TURN/Aglet position of no earnings sharing and the use of fixed annual revenue requirement changes resolves TURN/Aglet concerns associated with a GRC term longer than three years.

Chapter 3G11
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider Post Test-Year Ratemaking
Issue Description:	Earnings Sharing Mechanism – Tax Deduction Benefits
SoCalGas Position:	The gross-up of the ratepayer's allocation of gain is appropriate as it properly allocates the tax benefits consistent with the adopted percentages under the adopted earnings sharing mechanism (see Exhibit SCG-250, pages 20 to 23).
DRA Position:	DRA proposes to change the methodology currently used by SoCalGas to calculate the grossed-up amount of sharable earnings allocated to ratepayers. DRA requests revision of the formula currently used 1/(1-r * t) to 1/(1-t), where "t" represents the adopted gross-up factor for income taxes, franchise fees and uncollectibles (see DRA-25, page 25-18 to 20).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that there be no earnings sharing with a 3-year GRC term, or asymmetrical earnings sharing (no downside sharing) with a longer GRC term. The Joint Parties agree that there shall be no earnings sharing on base margin for any year in the post-test year period. This outcome is reasonable as it reflects the TURN/Aglet position of no earnings sharing and the use of fixed annual revenue requirement changes resolves TURN/Aglet concerns associated with a GRC term longer than three years.

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Chapter 3G12
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider Post Test-Year Ratemaking
Issue Description:	GRC Term
SoCalGas Position:	SoCalGas proposes a 6-year GRC term from 2008 – 2013 unless certain "off-ramp" events are triggered (see Exhibit SCG-31, pages MMS-9 to 10).
DRA Position:	DRA believes a term longer than the traditional 3-year period is appropriate, but recommends a 5-year term ending in 2012 (see DRA-25, page 25-20 to 22).

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SETTLEMENT AGREEMENT

TURN and Aglet proposed a 3-year GRC term using CPI factors applied to the total revenue requirement for annual escalation. SDG&E, SoCalGas, DRA, TURN and Aglet ("Joint Parties") agree to a minimum four year GRC term, TY2008 plus Attrition Year ("AY") 2009, 2010 and 2011. SDG&E, SoCalGas and DRA separately agree to an additional AY2012 (a five year GRC term). TURN and Aglet do not agree to the additional AY2012, or to any other provision herein regarding 2012 ratemaking. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates. The Joint Parties agree to attrition year revenue requirement increases as follows: $93 million increase in AY2009, $95 million increase in AY2010 and $97 million increase in AY2011. The Joint Parties agree to these amounts on a combined basis for both SDG&E and SoCalGas. The Joint Parties also agree that the combined revenue requirements shall be apportioned to each utility as follows, expressed in millions of dollars:

	2009	2010	2011
SDG&E:	$41	$44	$44
SoCalGas:	$52	$51	$53

SDG&E, SoCalGas and DRA separately agree to an additional attrition year revenue requirement increase of $97 million in AY2012. SDG&E, SoCalGas and DRA agree to this amount on a combined basis for both SDG&E and SoCalGas and agree that the combined revenue requirement shall be apportioned to each utility as follows, expressed in millions of dollars:

	2012
SDG&E:	$45
SoCalGas:	$52

The Joint Parties agree that SONGS revenue requirement escalation shall be separate from the revenue requirement amounts set forth above. SDG&E's SONGS escalation shall be consistent with SCE approved test year and attrition allowances.

The Joint Parties also agree that SDG&E and SoCalGas GRC revenue requirement amounts that are subject to balancing account treatment (pensions; post-retirement benefits other than pensions (PBOPs); research, development and demonstration (RD&D) costs; tree trimming and distribution integrity management programs) will not be increased above TY2008 revenue requirement levels approved by the Commission except as follows: any post-test year changes to the level of the pension or PBOP funding authorized by the Commission will occur inside the pension or PBOP balancing account and are incremental to the annual revenue requirement increases described above. This provision shall apply for the duration of the GRC term.

Chapter 3G13
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Post-Test Year Ratemaking Mechanism
Witness:	M. Schneider – Post Test-Year Ratemaking
Issue Description:	Corporate Center Expenses
SoCalGas Position:	SoCalGas indicates there is no basis for an assumption that the decline in Corporate Center allocations will continue. Recent transactions and the recommendations of intervening parties in this proceeding to disallow large portions of Corporate Center costs could result in double-dipping on the reductions to this area, to the extent disallowances are adopted (see Exhibit SCG-250, page 32).
DRA Position:	DRA recommends an annual decrease of $1.5 million be applied to the SoCalGas PTY ratemaking mechanism due to the belief the allocation of Corporate Center charges will be reduced annually (see DRA-25, page 25-24 to 25).

SETTLEMENT AGREEMENT

TURN and Aglet had no position on this issue. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts (as specified in Section 3G12) and that this issue is subsumed within those fixed dollar amounts.

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Chapter 3G14
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	Customer Forecast
Witness:	H. Emmrich -- Customers
Issue Description:	Single-Family Residential Customer Count
SoCalGas Position:	SoCalGas forecasted 3,593,130 single-family residential customers for TY2008 (see Exhibit SCG-247, page 1 to 3).
DRA Position:	DRA proposes 3,583,733, which is a reduction of 9,396, or 0.26% (see DRA-29, page 29-2 to 4).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI and that there be no adjustment for productivity or customer growth. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates. Accordingly, this issue is now moot as no forecast of customer growth is required to be adopted by the Commission.

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Chapter 3G15
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account: Pipeline Integrity Balancing Account

Witness: J. Rivera -- Engineering

Issue Description: Gas Distribution Pipeline Integrity Balancing Treatment

SoCalGas Position: SoCalGas believes the Pipeline Integrity expenses should be authorized in base rates with no balancing account treatment. However, in the alternative, SoCalGas proposes base rate funding at the requested level with a two-way balancing account for these expenses (see Exhibit SCG-214, p. 10).

DRA Position: DRA proposes the removal of costs associated with the Department of Transportation (DOT) Pipeline Integrity Program for Gas Distribution from GRC rates, and in place recommends memorandum account treatment. In the event this request is authorized, DRA submits that the PTY ratemaking calculation should exclude any forecasted or spent monies for the program if granted such accounting treatment (see DRA-25, page 25-24 to 25).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI and that there be no adjustment for productivity or customer growth. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates. The Joint Parties also agree that the GRC revenue requirement for distribution integrity management programs will not be increased above TY2008 revenue requirement levels approved by the Commission. This provision shall apply for the duration of the GRC term. This outcome is reasonable as it reflects in principle the DRA position.

Chapter 3G16
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	USS Cost Center 2200-0798
Witness:	P. Petersilia – Customer Services Operations
Issue Description:	Testing of Replaced Meters
SoCalGas Position:	SoCalGas presents information so the Commission can re-visit the practice of performing accuracy tests on all meters removed from service. Of the 180,000 meters to be removed each year, SoCalGas estimates that the accuracy test should be performed on about 80,000 meters and could be eliminated for up to 100,000 meters. If the Commission desires to pursue this alternative, SoCalGas proposes to reduce its expense request by $0.208 million in this cost center (see Exhibit SCG/SDG&E-14, page JPP-12 to 14).
DRA Position:	DRA recommends the Commission continue to require SoCalGas to in-test all meters removed after 10 or more years of service. SoCalGas should continue to perform accuracy tests on all meters removed from service, including the 100,000 meters associated with meter families that are removed because they fail the MPCP parameters (see DRA-32, page 32-21).

SETTLEMENT AGREEMENT

TURN and Aglet had no position on this issue. SoCalGas and DRA agree to the SoCalGas position.

Chapter 3G17
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	FERC 930.2 – Research, Development & Demonstration
Witness:	P. Baker – Customer Services Information
Issue Description:	RD&D Royalties / Gains on Sale
SoCalGas Position:	SoCalGas proposes to maintain the revenue treatment that royalties continue the sharing mechanism for net revenues (royalties, sale of securities) related to the RD&D program where they are split equally between ratepayers and shareholders (see Exhibit SCG -8, page PEB-84).
DRA Position:	DRA proposes that royalties and gains on sale of securities related to the RD&D program be 100% credited to ratepayers instead of the current 50/50 split between ratepayers and shareholders (see DRA-32, page 32-38).

SETTLEMENT AGREEMENT

TURN and Aglet had no position on this issue. SoCalGas and DRA agree to retain the existing revenue sharing mechanism for the RD&D program, but to split net revenues 60% for ratepayers and 40% for shareholders.

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Chapter 3G18
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account:	FERC 930.2 – Research, Development & Demonstration
Witness:	P. Baker – Customer Services Information
Issue Description:	RD&D Escalation
SoCalGas Position:	SoCalGas proposes that RD&D expenditures be subject to annual escalation factors. This reflects the fact that the labor and materials (e.g., metals and ceramics used in advanced boilers and turbines) change each year with inflationary and deflationary pressures (see Exhibit SCG -8, page PEB-84 to 85).
DRA Position:	DRA recommends that the RD&D funding that the Commission authorizes should not be subject to escalation factors (see DRA-32, page 32-39).

SETTLEMENT AGREEMENT

TURN and Aglet proposed that utility O&M and capital-related costs be escalated using the CPI and that there be no adjustments for productivity or customer growth. The Joint Parties agree that attrition year revenue requirement changes are fixed dollar amounts, to avoid disputes about escalation factors, productivity factors or customer growth rates. The Joint Parties also agree that the GRC revenue requirement for research, development and demonstration (RD&D) costs will not be increased above TY2008 revenue requirement levels approved by the Commission. This provision shall apply for the duration of the GRC term. This outcome is reasonable as it reflects in principle the DRA position.

Chapter 3G19
Southern California Gas Company
2008 Test Year GRC A.06-12-010
DRA Differences to SoCalGas Requests
Other Issues

Subject / Account: Post-Test Year Ratemaking Mechanism

Witness: Various

Issue Description:
1. Z-Factor Mechanism
2. Net-to-Gross Calculation Audit
3. Electric and Gas Sales Balancing Mechanisms
4. Changes to Attrition Year Revenue Requirement Changes

SoCalGas Position:
1. Retain the existing Z-factor mechanism
2. No audit is needed.
3. Retain the current electric and gas sales balancing mechanisms.
4. No position.

Intervenor Position:
1. DRA would retain the existing Z-factor mechanism. TURN and Aglet would eliminate the mechanism, or in the alternative, have the deductible amount applied annually over the term of the GRC.
2. Aglet proposed that the Energy Division audit the net-to-gross calculations associated with attrition-year depreciation allowances.
3. Neither DRA, TURN or Aglet opposed the retention of the existing electric and gas sales balancing mechanisms.
4. No position.

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SETTLEMENT AGREEMENT

1. The Joint Parties agree that current Z-factor mechanisms shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that current Z-factor mechanisms shall continue through 2012. This outcome is reasonable as it adopts in principle the SDG&E and SoCalGas positions.

2. Aglet withdraws its request for an Energy Division audit of net-to-gross calculations for attrition year depreciation allowances. This outcome is reasonable because no separate calculation of AY depreciation expense is required under the PTYR Settlement Agreement.

3. The Joint Parties agree that the current electric and gas sales mechanisms (ERAM-type balancing accounts) shall continue through 2011. SDG&E, SoCalGas and DRA separately agree that such mechanisms shall continue through 2012. This outcome is reasonable as there was no dispute for this item.

4. The Joint Parties agree that Commission-approved revenue requirement and rate base changes that are outside the scope of the GRC (for example, cost of capital, CEMA, and rate base impacts of hub services revenues now recorded in memorandum accounts) are incremental to revenue requirement changes covered by this agreement. This outcome is reasonable as it preserves the intent of the parties with regard to the fixed annual revenue requirement changes while recognizing Commission actions outside the scope the GRC.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **MOTION OF JOINT PARTIES (SOUTHERN CALIFORNIA GAS COMPANY, DIVISION OF RATEPAYER ADVOCATES, THE UTILITY REFORM NETWORK, AND AGLET CONSUMER ALLIANCE) FOR ADOPTION OF SETTLEMENT AGREEMENT REGARDING POST-TEST YEAR RATEMAKING; SETTLEMENT AGREEMENT REGARDING SOUTHERN CALIFORNIA GAS & ELECTRIC COMPANY POST-TEST YEAR RATEMAKING; and JOINT SETTLEMENT COMPARISON OF SOUTHERN CALIFORNIA GAS COMPANY TEST YEAR 2008 GENERAL RATE CASE** on each party named in the official service list for proceeding A.06-12-009, A.06-12-010, and I.07-02-013 by electronic service, and by U.S. Mail to those parties who have not provided an electronic address.

Copies were also sent via Federal Express to Commissioner John Bohn and the Assigned Administrative Law Judge Douglas M. Long and Carol A. Brown.

Executed this 18th day of January 2008, at San Diego, California.

/s/ LISA FUCCI-ORTIZ
Lisa Fucci-Ortiz

(END OF APPENDIX 4)

APPENDIX 5

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of San Diego Gas & Electric Company for authority to update its gas and electric revenue requirement and base rates effective January 1, 2008 (U-904-G).	Application 06-12-009

SETTLEMENT AGREEMENT REGARDING EMPLOYEE SAFETY INCENTIVE MEASURE

I. INTRODUCTION

Pursuant to the California Public Utilities Commission's Rules of Practice and Procedure, Article 12, Rule 12.1 et seq., San Diego Gas & Electric Company and the Coalition of California Utility Employees enter into this settlement agreement regarding the Employee Safety Performance Incentive.

II. SETTLEMENT AGREEMENT PROVISIONS

1. This Settlement Agreement is premised on Commission approval of all provisions stated herein. If the Commission does not approve the Settlement Agreement in its entirety, the Parties agree to continue good faith efforts to negotiate mutually acceptable outcomes of all issues covered by this Settlement Agreement. If the Parties fail to agree, through good faith efforts, on mutually acceptable outcomes for all issues covered by this Settlement Agreement, then this Settlement Agreement shall not be binding upon the Parties. The Parties' agreement to the settlement memorialized in this Settlement Agreement does not in any way affect or prejudice the position of any Party with respect to issues to be addressed in the captioned proceeding (GRC) other than as set forth herein.

2. CUE and SDG&E agree to the following Employee Safety Performance Incentive mechanism:

SAFETY						
	2008	**2009**	**2010**	**2011***	**2012***	**2013***
OSHA Rate	5.11	4.92	4.74	4.55	4.55	4.55
Deadband	4.45-5.61	4.34-5.50	4.21-5.37	3.87-5.03	3.87-5.03	3.87-5.03
Reward Liveband	2.44-4.44	2.33-4.33	2.20-4.20	1.86-3.86	1.86-3.86	1.86-3.86
Penalty Liveband	5.62-7.62	5.51-7.51	5.38-7.38	5.04-7.04	5.04-7.04	5.04-7.04
Change Increment	0.01	0.01	0.01	0.01	0.01	0.01
Reward/Penalty Per Change Increment	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500
Maximum Reward penalty	$2.500 million	$2.500 million	$2.500 million	$2.500 million	$2.500 million	$2.500 million

*Assuming 6 year GRC

3. The Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any other documents required to effectuate the terms of this Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Settlement Agreement by the Commission. No Party will contest in the GRC or in any other proceeding before this Commission or in any other forum, any of the provisions contained in this Settlement Agreement. The Parties understand that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and will extend their best efforts to ensure its adoption.

4. This Settlement Agreement is not intended by the Parties to be precedent regarding any principle or issue in any other proceeding, whether pending or instituted in the future. The Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Except as otherwise provided herein, each of the Parties expressly reserved its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methods that

may be different than those underlying this Settlement Agreement. The Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against any principle or issue. No individual term of this Settlement Agreement is assented to by any Party, except in consideration of the other Parties' assents to all other terms. Thus, the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters settled herein. The Parties agree, however, 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.

5. The Parties acknowledge that the positions expressed in the Settlement Agreement were reached after consideration of all positions advanced in the Phase I testimony of this proceeding. This document sets forth the entire agreement of the Parties on the issues covered herein. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed by all Parties.

DATED this 9 th day of October, 2007.

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____
BRET LANE
VICE PRESIDENT, ENVIRONMENTAL SAFETY AND FACILITIES

COALITION OF CALIFORNIA UTILITY EMPLOYEES

By: _____
MARC D. JOSEPH
ATTORNEY FOR CUE

(END OF APPENDIX 5)

APPENDIX 6

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of Southern California Gas Company for authority to update its gas revenue requirement and base rates effective January 1, 2008 (U-904-G).	Application 06-12-010

SETTLEMENT AGREEMENT
REGARDING UTILITY WORKERS UNION OF AMERICA, LOCAL 132 ISSUES

I. INTRODUCTION

Pursuant to the California Public Utilities Commission's Rules of Practice and Procedure, Article 12, Rule 12.1 et seq., Southern California Gas Company (SoCalGas) and Utility Workers Union of America, Local 132 (UWUA) enter into this settlement agreement regarding Safety Performance Indicator issues as herein described.

II. SETTLEMENT AGREEMENT PROVISIONS

1. This Settlement Agreement is premised on Commission approval of all provisions stated herein. If the Commission does not approve the Settlement Agreement in its entirety, the Parties agree to continue good faith efforts to negotiate mutually acceptable outcomes of all issues covered by this Settlement Agreement. If the Parties fail to agree, through good faith efforts, on mutually acceptable outcomes for all issues covered by this Settlement Agreement, then this Settlement Agreement shall not be binding upon the Parties. The Parties' agreement to the settlement memorialized in this Settlement Agreement does not in any way affect or prejudice the position of any Party with respect to issues to be addressed in the captioned proceeding (GRC) other than as set forth herein.

2. UWUA and SoCalGas agreed to a OSHA recordable target of 6.10. In addition, UWUA and SoCalGas agree to a total deadband width of 0.34 (+/- 0.17 from target) and a 1.2 liveband width for reward and penalty as well as the maximum reward/penalty potential of $3.0 million. The table below outlines the agreement:

Indicator	Target	Penalty Live band	Dead band	Reward Live band	Change Increment	Reward/Penalty per Change Increment	Maximum Reward/Penalty Potential
OSHA Recordable Rate	6.10	6.28–7.48	5.93–6.27	4.72 – 5.92	0.01	$25,000	$3.0 million

3. The Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any other documents required to effectuate the terms of this Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Settlement Agreement by the Commission. No Party will contest in the GRC or in any other proceeding before this Commission or in any other forum, any of the provisions contained in this Settlement Agreement. The Parties understand that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and will extend their best efforts to ensure its adoption.
4. This Settlement Agreement is not intended by the Parties to be precedent regarding any principle or issue in any other proceeding, whether pending or instituted in the future. The Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Except as otherwise provided herein, each of the Parties expressly reserved its right to advocate, in current

and future proceedings, positions, principles, assumptions, arguments and methods that may be different than those underlying this Settlement Agreement. The Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against any principle or issue. No individual term of this Settlement Agreement is assented to by any Party, except in consideration of the other Parties' assents to all other terms. Thus, the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters settled herein. The Parties agree, however, 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.

5. The Parties acknowledge that the positions expressed in the Settlement Agreement were reached after consideration of all positions advanced in the Phase I testimony of this proceeding. This document sets forth the entire agreement of the Parties on the issues covered herein. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed by all Parties.

DATED this 12th day of September, 2007.

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

BRET LANE
VICE PRESIDENT, ENVIRONMENTAL, SAFETY AND FACILITIES

By: _____

CARL WOOD
REPRESENTING UWUA LOCAL 132

(END OF APPENDIX 6)

APPENDIX 7

SIX YEAR LEADERSHIP AGREEMENT

This Six Year Leadership Agreement (Agreement) is made by and between San Diego Gas & Electric Company (SDG&E), Southern California Gas Company (SoCalGas) (collectively SDG&E and SoCalGas shall be referred to as the "Utilities" or "Utility"), and The Greenlining Institute (Greenlining) (collectively, the Utilities and Greenlining shall be referred to as the "Parties," individually as a "Party"). In this Agreement the Parties agree on a mutually acceptable outcome to certain issues raised by Greenlining as an Intervenor in the *Application of San Diego Gas & Electric Company for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008* (A.06-12-009), and the *Application of Southern California Gas Company for authority to update its gas revenue requirement and base rate effective on January 1, 2008* (A.06-12-010).

RECITALS

WHEREAS A.06-12-009 and A.06-12-010 contain forecasts of costs for the test year 2008;

WHEREAS in A.06-12-009 and A.06-12-010 Greenlining has raised certain issues regarding the Utilities' philanthropy and diversity practices; and

WHEREAS the Utilities and Greenlining desire to resolve the issues raised by Greenlining without further litigation in the current proceedings.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for good cause, the Parties agree to the terms and conditions as described in Attachment A.

Agreed:

Debra L. Reed 10/30/07

Debra L. Reed, President and CEO **Date**

For San Diego Gas & Electric Company and

Southern California Gas Company

10/30/07

John C. Gamboa, Executive Director **Date**

For The Greenlining Institute

ATTACHMENT A TO THE
SIX YEAR LEADERSHIP AGREEMENT

Text struck by ALJ Ruling on November 2, 2007 - as beyond scope of proceeding.

October 5, 2007

Six-Year Leadership Agreement between Sempra Energy Utilities and The Greenlining Institute

Sempra Energy Utilities (SEU) is proud of its commitments and achievements relating to diversity and philanthropy. This six-year commitment, which coincides with the six-year proposed rate cycle, is intended to enable SEU to maximize its progress in these areas and equal or exceed the achievements of other regulated energy utilities in California.

~~Philanthropy: SEU has a long history of philanthropy throughout its service area, including community and philanthropic giving to underserved communities. SEU recognizes that although the cost of philanthropy is borne by the shareholders, strategic and leveraged philanthropy, particularly to underserved communities, is an important part of corporate responsibility and good citizenship, as well as a long-term economic investment in the economy of our service territories. We recognize that the stronger the communities we serve are, the stronger our economy will be.~~

~~SEU is presently contributing approximately 1% of its pre-tax income for philanthropy. It is SEU's intention to increase, depending on profitability, the dollar amount devoted to community and philanthropic giving. During the six-year term of this agreement SEU will, on an annual basis, review its achievements in this area to assure that we are exhibiting leadership in the area of community and philanthropic giving, and in particular, that we are impacting underserved communities in the context of the following:~~

1. ~~Being a leader by matching or exceeding the achievements of other regulated California energy utilities in the area of community and philanthropic giving.~~

2. ~~Finding ways to leverage contributions to increase the impact of our community and philanthropic giving.~~

~~SEU strongly believes that philanthropy must and should be used, where possible, in a leveraged and strategic manner, particularly when it applies to underserved communities. SEU is committed to working with Greenlining on identifying leveraged opportunities for philanthropy. SEU, along with Greenlining and members of the California Utilities Diversity Council (CUDC) philanthropy subcommittee will continue to work on establishing common language for discussing leveraged philanthropy so that it can be considered in the overall context of community and philanthropic contributions made by SEU and other regulated California energy utilities.~~

~~Recognizing that the strength of our economy and many of our business goals are dependent on a healthy, fully-educated workforce, a major component of the philanthropy commitment will be devoted to underserved communities. SEU will immediately commit 65% of its total philanthropy to underserved communities and will over the course of this agreement consider innovative way of expanding this consistent with SEU's commitment to also expanding its environmental contributions. This could include special emphasis on environmental projects that address underserved community concerns, concerns that are shared by both SEU and Greenlining, and are of particular high priority to the CPUC. To ensure that SEU is effectively addressing the needs of underserved communities, SEU will, on an annual basis, evaluate its progress and achievements in the context of equaling or exceeding the achievements of other~~

~~California regulated energy utilities.~~

~~Since this is a six-year commitment, philanthropy will be reviewed in the context of being long-term, strategic and leveraged with Sempra's substantial expertise in order to maximize the benefits to shareholders, the communities Sempra serves and the economy as a whole.~~

Supplier Diversity: Supplier diversity creates greater economic opportunities for minorities, women and disabled veterans and has long been a priority with SEU. SEU's commitment began even before the CPUC issued GO-156 and the CPUC became the national leader in encouraging corporations to grant greater opportunities to women, minority, and disabled veteran-owned businesses.

Supplier diversity has a substantial financial benefit for SEU as increased opportunities for minority, women and disabled veteran businesses creates greater competition, which can result in reduced costs to the utilities and likewise, the ratepayers. For many years SEU has been a national leader in recognizing this.

It is SEU's intention to continue its progress in the area of supplier diversity and commits to a minimum of 30 percent of its contracts to women, minorities and disabled veteran-owned businesses by the end of the six year period of this agreement. This will include a special effort with Greenlining and its members' input to reach the CPUC set minimum goal for disabled veterans, a goal, which frankly, neither SEU nor any other utility has come close to meeting.

To ensure that all categories benefit equally, it is SEU's intention:

> That each category meets the minimum CPUC goal and that all increases for women and minorities from 2006 be distributed in such a manner that each category will benefit based on percentage increases, equally.

To ensure that small and diverse businesses benefit from a focus on supplier diversity, it is SEU's intention to develop a series of robust programs that will be of a special assistance to these businesses. This will include:

1. Over a six-year period a $3.6 million minimum technical assistance and business development program, including capacity building and sponsorship of minority business organizations. In addition, SEU will where possible seek to leverage this funding with matching funding from other corporation, government, and private foundations.

2. Requiring tier one suppliers, to set and achieve goals for minorities, women and disabled veterans, to meet GO-156 goals and to encourage them to provide their technical assistance in the area of capacity building, where appropriate, to small minority, women, and disabled veteran-owned businesses. It is hoped and expected of SEU over time to encourage tier one suppliers to eventually adopt supplier diversity goals similar to those set by SEU.

Management Diversity: California is a minority state with an estimated 22 million minorities. While this represents over 55% of the population, these statistics include individuals below the age of 18 and those above normal retirement age. SEU recognizes that the vast majority of students entering the California public schools system in its service territories and throughout the state are minority students; however minorities are not graduating from high schools and colleges in numbers sufficient to meet SEU's future workforce needs unless innovative work is done to increase these numbers.

It is recognized that this six-year agreement is too short a period of time to meet every workforce goal to

correct every under utilization at every level of the organization. However it is SEU's intention at a minimum to achieve the following:

- We will continue to make good faith efforts in hiring and retaining a diverse workforce at all levels and will insure that our workforce mirrors the labor markets of our service territories.
- We will strive to reflect the Southern California Labor Market by ethnic classification at every level of the organization including the management, senior management and officer levels by setting specific numerical goals for each classification, where an under utilization exists.
- We will share our availability data with Greenlining to further reinforce the rigor by which goals are set.
- We will make good faith efforts to develop creative "pipeline" programs to develop external and internal candidates at all levels.

To meet these goals, it is SEU's intention to put in place and provide funding for a wide variety of educational, development and recruiting programs to strengthen and substantially expand the pool of minority candidates.

In 2006, 60% of SEU's new hires came from the minority community. It is our intention to continue and hopefully exceed this achievement throughout the next six years, in order to help expand the qualified minority labor pool.

Ultimately through vigorous recruitment and internal promotions, as well as the development of creative and innovative educational pipeline programs, SEU will strive to reflect the labor market of our service territory at every level of the organization.

Diversity on corporate Board of Directors is very important. Sempra Energy has a very diverse Board of Directors and formally states in the Corporate Governance Guidelines, that the composition of the Board should reflect diversity.

Achievement of Objectives and Meetings with Greenlining: SEU aspires to be a national leader in the areas of corporate responsibility, good corporate citizenship and to meet the goals outlined in this agreement.

Due to Greenlining's expertise and broad-based multi-ethnic coalition, SEU has committed to semiannual meetings between Greenlining and SEU's CEO and senior management, alternating between in Los Angeles and San Diego, for the six year period of this commitment. Further, SEU will appoint one Greenlining Coalition member to the Southern California Gas and one to San Diego Gas & Electric Community Advisory Councils from a list provided by Greenlining, subject to approval. SEU may consider additional memberships in the future, if the size of these councils expands.

Innovative Leadership: Both SEU and Greenlining believe that progress can best be achieved through the exchange of ideas. Greenlining and its members commit to closely collaborating with SEU in all of the above delineated areas, as well as on low-income energy and consumer protection issues that affect underserved communities.

Review and Revisions of Commitment: At the end of four years, SEU and Greenlining Institute will meet to discuss the benefits and advisability of renewing and revising this commitment for another six-year rate cycle.

(END OF APPENDIX 7)

APPENDIX 8

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of Southern California Gas Company for authority to update its gas revenue requirement and base rates effective January 1, 2008 (U-904-G).	Application 06-12-010

SETTLEMENT AGREEMENT REGARDING LOCAL 483 ISSUES

I. INTRODUCTION

Pursuant to the California Public Utilities Commission's Rules of Practice and Procedure, Article 12, Rule 12.1 et seq., Southern California Gas Company (SoCalGas) and Union Local 483 enter into this settlement agreement regarding Gas Transmission and Underground Storage issues as herein described.

II. SETTLEMENT AGREEMENT PROVISIONS

1. This Settlement Agreement is premised on Commission approval of all provisions stated herein. If the Commission does not approve the Settlement Agreement in its entirety, the Parties agree to continue good faith efforts to negotiate mutually acceptable outcomes of all issues covered by this Settlement Agreement. If the Parties fail to agree, through good faith efforts, on mutually acceptable outcomes for all issues covered by this Settlement Agreement, then this Settlement Agreement shall not be binding upon the Parties. The Parties' agreement to the settlement memorialized in this Settlement Agreement does not in any way affect or prejudice the position of any Party with respect to issues to be addressed in the captioned proceeding (GRC) other than as set forth herein.

2. The Parties agree to a good faith effort to study the creation of a Senior Cathodic Protection Specialist position in Gas Transmission.
3. The Parties agree to undertake a good faith effort to review job duties for Instrument Specialists at the four storage fields and to upgrade these positions to Senior Instrument Specialists if that action is appropriate.
4. The parties agree to fill open Operation's jobs in Transmission and Storage with Station Technicians. Station Operations Specialist (SOS) positions will be filled by promotion from Station Technicians unless there is a qualified parallel bidder for SOS positions (or someone who has performed the SOS job in the last 5 years).
5. The parties agree to add four Station Technicians at the storage fields, the exact location contingent on work analysis. However, the parties agree that the additional Station Technician positions will not be concentrated at the Aliso storage facility.
6. The parties agree to add four Pipeline Technicians to the Gas Transmission workforce contingent upon the CPUC adopting the O&M increase requested for Gas Transmission in the GRC.
7. Should the CPUC, pursuant to a litigated outcome, adopt an amount that is lower than the Gas Transmission request, the parties agree that for each $100,000 in total Gas Transmission O&M reduction from the SoCalGas request, one Pipeline Technician will not be added. The parties agree that the term "total Gas Transmission O&M request" equals the position of SoCalGas as of the end of GRC hearings in the Gas Transmission nonshared service FERC accounts and shared service cost centers listed in Attachment 1 to this agreement.

8. The parties agree that should the CPUC adopt a SoCalGas settlement in the GRC that voluntary reduces the total Gas Transmission O&M request, the four Pipeline Technician positions will be added with no pro rata reduction.
9. The parties agree that the Station Technician positions referenced in Paragraph 4 of this agreement and the Pipeline Technicians referenced in Paragraph 6 of this agreement will be added within 90-days of a final CPUC decision in the GRC.
10. The parties agree that all positions referenced in Paragraphs 2-9 of this agreement are incremental to the existing workforce as of the date this Settlement Agreement is signed.
11. The parties agree that actions listed in paragraphs 2 through 9 of this Settlement Agreement will be funded within the overall revenue requirement authorized in the GRC.
12. The Parties agree to perform diligently, and in good faith, all actions required or implied hereunder, including, but not necessarily limited to, the execution of any other documents required to effectuate the terms of this Settlement Agreement, and the preparation of exhibits for, and presentation of witnesses at, any required hearings to obtain the approval and adoption of this Settlement Agreement by the Commission. No Party will contest in the GRC or in any other proceeding before this Commission or in any other forum, any of the provisions contained in this Settlement Agreement. The Parties understand that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and will extend their best efforts to ensure its adoption.
13. This Settlement Agreement is not intended by the Parties to be precedent regarding any principle or issue in any other proceeding, whether pending or instituted in the future. The Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Except as otherwise

provided herein, each of the Parties expressly reserved its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methods that may be different than those underlying this Settlement Agreement. The Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against any principle or issue. No individual term of this Settlement Agreement is assented to by any Party, except in consideration of the other Parties' assents to all other terms. Thus, the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters settled herein. The Parties agree, however, 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.

14. The Parties acknowledge that the positions expressed in the Settlement Agreement were reached after consideration of all positions advanced in the Phase I testimony of this proceeding. This document sets forth the entire agreement of the Parties on the issues covered herein. The terms and conditions of this Settlement Agreement may only be modified in writing subscribed by all Parties.

DATED this 15th day of August, 2007.

SOUTHERN CALIFORNIA GAS COMPANY

By: Lee Stewart

LEE STEWART
SENIOR VICE PRESIDENT, GAS OPERATIONS

UNION LOCAL 483

By: _____

DENNIS ZUKOWSKI
PRESIDENT, LOCAL 483

Attachment 1: Gas Transmission O&M Accounts

Nonshared Accounts
184.7 Pool - Small Tools
850.0 Operation Supervision & Engineering
851.0 System Control & Load Dispatching
853.0 Compressor Station Labor & Expense
855.0 Other Fuel & Power for Compressor Station
856.0 Mains Expense
857.0 Measurement & Regulation Station Expense
859.0 Other Expense
860.0 Rents
862.0 Maintenance of Structures & Improvements
863.0 Maintenance of Mains
864.0 Maintenance of Compressor Station Equipment
865.0 Maintenance of Measurement & Regulation Station Equipment
867.0 Maintenance of Other Equipment

Shared Services Accounts
2200-0253 Director - Gas Transmission Operations
2200-0255 Technical Services Manager – Chatsworth
2200-0265 Field Operations Manager - Victorville
2200-0275 Field Operations Manager – Olympic
2200-2172 Technical Services Manager – Chatsworth
2200-0329 Gas Operations Director
2200-2158 Gas Scheduling

(END OF APPENDIX 8)

APPENDIX 9

HF&B HILL, FARRER & BURRILL LLP
ATTORNEYS • ESTABLISHED 1923

One California Plaza
37th Floor
300 South Grand Avenue
Los Angeles, California
90071-3147

PHONE: (213) 620-0460
FAX: (213) 624-4840
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E-MAIL: acook@hillfarrer.com
WEBSITE: www.hillfarrer.com

May 15, 2007

Via E-Mail and U.S. Mail

Ms. Kelly M. Foley
Sempra Energy
101 Ash Street
San Diego, CA 92101-3017

Re: **Memorandum of Understanding**

Dear Kelly:

We received the draft Memorandum of Understanding ("MOU") you prepared pursuant to our discussions on April 17, 2007. We appreciate your willingness to discuss settlement and to take the laboring oar on drafting the MOU. However, the MOU does not contain some of the items we discussed during our meet-and-confer, and the items it does contain are described so generally that they give virtually no guidance as to exactly what is to occur and when. Before we can pass the MOU on to our client for review, we must insist that the missing items be added and that the MOU be fleshed out.

The first issue we discussed on April 17, 2007 was having the four-hour window for gas shut-offs changed back to 7:00 A.M. to 11 A.M. (from 8:00 A.M. to 12:00 P.M.). You indicated during our meeting that the utilities would look into the possibility of having shut-offs finished by 11:00 A.M. There is no mention of this issue in the MOU. Have there been any internal discussions about this issue?

The second issue we discussed was the availability of shut-offs on Saturdays. The MOU addresses this item in section 2, subsection B, but the applicability of its terms is limited to SoCalGas. Furthermore, it is unclear what the "trial basis" is, how long the trial will be, and what is necessary for the trial to be successful (i.e., how we can go from a trial basis to a permanent basis).

We also discussed the possibility of making Saturday service an optional, fee-based service. The utilities indicated that they would do some internal legwork on that issue. As a way to address the PUC's concern that charging a per-shut-off fee would give fumigation customers an incentive to turn the gas off themselves, we also discussed the possibility of PCOC's lobbying for legislation to the effect that it is illegal for a pest control operator to fumigate without proof that the utility shut off the gas. The utilities indicated that they would not oppose such legislation and that they would talk to the Commission, once we have a proposal, to determine whether such legislation would encounter any traction. This is not addressed anywhere in the MOU.

We also discussed the fact that Saturday restores are currently offered only with 8-hour appointment times. The utilities indicated that they could offer Saturday restoration appointment windows beginning at 10 A.M. on Saturdays *and on the holidays they work.* This item is addressed in section 2, subsection A. in the MOU, but it fails to include the holidays on which the utilities do restorations and, again, its applicability is limited to SoCalGas.

We also discussed the utilities' "Web Portal" services, which will initially be a simple e-mail system by which customers can set up appointments and which will eventually allow customers to enter their desired appointment time and instantaneously find out whether the time is available. The MOU provision addressing this issue, subsection C. of section 2, is too vague. When will customers have access to the "Web Portal" services? When will the system be upgraded so that customers can instantaneously determine whether their desired appointment time is available? Are there no plans for this service to be offered by SDG&E?

During our meeting, the utilities also indicated that in the future, they might be able to offer a third appointment window from 4:00 P.M. to 8:00 P.M. by using volunteer employees. Some provision should be included in the MOU pursuant to which the utilities will be required to determine the feasibility of this additional appointment window for fumigation-related services.

Lastly, PCOC asked for an expression of willingness on the part of the utilities to communicate with PCOC regarding shut-off and restoration service issues. The MOU, in section 3, provides that the utilities will meet with PCOC annually, at PCOC's request. We would ask that the MOU also expressly provide that the utilities will continue to make their liaisons available to PCOC so that service issues may be addressed and resolved on an ongoing basis.

While we understand that some details relating to the eventual resolution of the above issues cannot yet be settled upon or articulated, the MOU must cover all of the items discussed above and must set forth deadlines for performance in order for PCOC to justify withdrawing from the PUC proceedings.

Please feel free to contact me at (213) 621-0822 if you have any questions or comments or if you would like to discuss potential revisions to the MOU.

Very truly yours,

ARTHUR B. COOK
OF
HILL, FARRER & BURRILL LLP

ABC:wbh

HFB 727762.1 P4419003

(END OF APPENDIX 9)

APPENDIX 10

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between Disability Rights Advocates (DisabRA), and San Diego Gas & Electric Company (SDG&E) and Southern California Gas Company (SoCalGas) (collectively SDG&E and SoCalGas shall be referred to as the "Utilities" or "Utility"; collectively DisabRA and the Utilities shall be referred to as the "Parties."). In this MOU the Parties agree on a mutually acceptable outcome to certain access issues raised by DisabRA as an Intervenor in the *Application of San Diego Gas & Electric Company for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008* (A.06-12-009), and the *Application of Southern California Gas Company for authority to update its gas revenue requirement and base rate effective on January 1, 2008* (A.06-12-010).

RECITALS

WHEREAS A.06-12-009 and A.06-12-010 contain forecasts of costs for the test year 2008;

WHEREAS in A.06-12-009 and A.06-12-010 DisabRA has raised certain issues regarding the impact of the Utilities' practices on people with Disabilities including: (1) access to Branch Offices and Authorized Payment Locations; (2) access to Utility Websites; (3) the Utilities' Emergency Customer Communication Systems; and (4) Pedestrian Rights of Way.

WHEREAS Utilities and DisabRA desire to resolve the issues raised by DisabRA without further litigation in the current proceedings.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for good cause, as demonstrated below, it is hereby agreed as follows:

1 Definitions

The terms specified in this Section 1, when used in this MOU and the Recitals with the initial letters capitalized, whether in the singular or the plural, shall have the meanings stated in this Section 1.

1.1 AAA: The American Arbitration Association, or any successor organization.

1.2 Applicable Law: All federal and state laws and regulations that protect the rights of people with Disabilities to full and equal access to

governmental programs, services and activities and/or places of public accommodation, including Cal. Gov. Code §§ 4450, and 11135 *et seq.*, Cal. Civ. Code §§ 51 *et seq.*, and 54 *et seq.*, Title 24 of the California Code or Regulations ("Title 24"), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and its implementing regulations including the Americans with Disabilities Act Access Guidelines ("ADAAG"), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 794, provided however, that nothing in this MOU shall require such programs, services and activities or places of public accommodation to provide such access if exempted from doing so, or otherwise not required to do so, under these federal and state laws and regulations.

1.3 Authorized Payment Locations: Establishments authorized to collect in-person payment of Utility bills. Such establishments do not have a contractual relationship with the Utilities but are instead acquired and retained through the use of a third party network provider.

1.4 Branch Offices: Those Utility-operated offices open to the public for in person payment of Utility bills. Some Branch Offices are operated in buildings/space owned by the Utilities ("Utility-Owned Branch Offices"). Other Branch Offices are operated in leased buildings/space ("Utility-Leased Branch Offices").

1.5 Compliance Period: The Parties agree that the MOU shall become effective the day after CPUC approval and shall remain in effect until a final decision is issued in the Utilities' next rate case.

1.6 Construction Sites: Areas in the Pedestrian Rights of Way where Utilities are performing construction or repair of electric or gas facilities. Construction Sites do not include sites where inspections of electric or gas facilities are being performed, or where the Utility has not originated the construction work.

1.7 Consultant: A third party or parties specializing in the evaluation of access for the Disabled. For each Consultant required by this MOU, the Utilities shall notify DisabRA of the identity of the Consultant that they choose and provide DisabRA a reasonable time to object. If DisabRA reasonably objects to the Utilities' chosen Consultant, then the Utilities shall select a different Consultant, taking DisabRA's concerns into account in the selection of the different Consultant.

1.8 CPUC: The Public Utilities Commission of the State of California.

1.9 Disability or Disabled: With respect to an individual, any limitation of a person's ability to move his or her body, or a portion of his or her body, that would cause the person to meet the definition set forth in 42

U.S.C. § 12102(2)(a) and/or Cal. Gov't Code § 12926(k), and/or any limitation of a person's ability to see that would cause the person to meet the definition set forth in 42 U.S.C. § 12102(2)(a) and/or Cal. Gov't Code § 12926(k).

1.10 Effective Date: The effective date of this MOU is the day after the CPUC approves this MOU.

1.11 Parties: Disability Rights Advocates and the Utilities.

1.12 Pedestrian Rights of Way: Sidewalks and other pathways used by pedestrians along public rights of way in the Utilities' electric and gas service territory.

1.13 Proceeding: the *Application of San Diego Gas & Electric Company for authority to update its gas and electric revenue requirement and base rates effective on January 1, 2008* (A.06-12-009), and the *Application of Southern California Gas Company for authority to update its gas revenue requirement and base rate effective on January 1, 2008* (A.06-12-010).

1.14 Transaction-Related Elements: Shall refer to the following elements of the APLs in the Utilities' networks:

a. Parking facilities for those APLs that provide parking and control the parking area where such parking is provided;

b. Pathway(s) from the sidewalk or other adjacent public area to the entrance of the APL, to the extent that the APL controls the area between the two points;

c. Pathway(s) from the parking area to the entrance of the APL, for those APLs that control the pathway(s) from the parking area to the entrance;

d. Entrance(s) to the APL, including ramps to the entrance(s), if any;

e. Pathway(s) from the entrance(s) to the service counter(s) and other areas, if any, where SCG/SDG&E-related transactions take place;

f. Service counter(s) and other areas or equipment, if any, where SCG/SDG&E-related transactions take place; and

2 Terms

2.1 DisabRA agrees that if this MOU is approved by the CPUC, DisabRA will not pursue further, on its own behalf, any of the issues that it has raised in this Proceeding during the Compliance Period, other than disputes regarding the Utilities' implementation of this MOU. DisabRA

further reserves the right to seek enforcement of the obligations set forth in this MOU. Nothing in this Section 2.1 is intended to restrict DisabRA's ability to represent third parties or practice law concerning the issues raised in this Proceeding, as envisioned by Rule 1-500 of the Rules of Professional Conduct of the State Bar of California.

2.2 This MOU embodies the entire understanding and agreement of the Parties with respect to the matters described, and it supersedes prior oral or written agreements, principles, negotiations, statements, representations, or understandings among the Parties with respect to those matters.

2.3 This MOU represents the agreement between the Parties to the facts and law as specified. The Parties agree that this MOU should not constitute precedent regarding any principle or issue in this proceeding or in any future proceeding.

2.4 The Parties agree that this MOU is reasonable, consistent with law, and in the public interest.

2.5 The Parties agree that this MOU shall not be construed against any Party because that Party or its counsel or advocate drafted the provision.

2.6 This MOU may be amended or changed only by a written agreement signed by the Parties.

2.7 In the Proceeding, the Parties shall jointly request CPUC approval of the MOU and shall actively support prompt approval of the MOU.

2.8 The Parties intend that the MOU shall be interpreted and treated as a unified, integrated agreement. In the event the CPUC rejects or modifies this MOU, the Parties reserve their rights to renegotiate this MOU.

2.9 Captions are included for reference only, and are not intended to affect the meaning of the contents or the scope of this MOU.

2.10 This MOU shall be governed by and construed in accordance with California law. Each provision of this MOU shall be interpreted in such a manner as to be valid and enforceable under California law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

2.11 This MOU may be executed in counterparts, which taken together shall constitute an original. Facsimiles of original pages shall be

binding on the Parties to the MOU. The Parties shall exchange original signed counterparts as soon as possible.

2.12 The Parties agree that, except as otherwise noted below, the CPUC retains exclusive jurisdiction to enforce the terms of this MOU and resolve any disputes regarding the Parties' performance under this MOU.

3 Branch Offices and Authorized Payment Locations

3.1 The Utilities will engage a Consultant to survey each of their Branch Offices and prepare reports (Reports) regarding each Branch Office's accessibility and compliance with Applicable Law. All Branch Offices will be surveyed and reported upon by no later than December 31, 2007.

3.2 The Reports shall categorize each Branch Office as follows :

a. Category 0: No accessibility remediation efforts required.

b. Category 1: Accessibility adjustments or modifications will not require a construction permit from the local municipality or other governing entity.

c. Category 2: Accessibility adjustments or modifications will require a construction permit or permits from the local municipality or other governing entity.

3.3 In cooperation with the Utilities' third party provider of Authorized Payment Locations (APLs), a Consultant will survey the accessibility and compliance of all Transaction-Related Elements and any other elements mutually agreed to by the parties at all APLs in the Utilities' networks by no later than March 31, 2008.

3.4 Beginning no later than January 31, 2008 the Utilities will begin the planning and remediation of Category 1 Utility-Owned Branch Offices. All Category 1Utility-Owned Branch Offices will be made compliant with Applicable Law by June 30, 2009.

3.5 Beginning no later than January 31, 2008, each of the Utilities will begin the planning and remediation of one (1) Category 2 Utility-Owned Branch Office each calendar quarter. The Utilities will apply promptly for any necessary permits. Each Category 2 Utility-Owned Branch Office selected for planning and remediation shall be fully made compliant with Applicable Law within one (1) year of receiving a construction permit or permits from the local municipality or other governing entity for that office.

3.6 No later than March 31, 2008, the Utilities will submit to DisabRA a plan for making all Branch Offices that will remain open pursuant to such plan (including both Utility-Owned Branch Offices and Utility-Leased Branch Offices) compliant with Applicable Law (Branch Office Plan). The Branch Office Plan will identify which Branch Offices will:

a. remain open at their current locations;

b. be relocated at the expiration of their current lease; and,

c. be closed at the termination of their current lease.

The Branch Office Plan will also identify additional Branch Offices, in addition to those already proposed in the Proceeding, to be recommended for closure. The Branch Office Plan will propose a reasonable timeline for the remediation of all Branch Offices proposed to remain open, but in any event, all Branch Offices that are to remain open pursuant to the Branch Office Plan shall be made compliant with Applicable Law by no later than March 30, 2012. To the extent that the Utilities recommend, pursuant to the Branch Office Plan, closing additional Branch Offices, and those recommendations are rejected, such Branch Offices shall be made compliant with Applicable Law within a reasonable time of such rejection(s), and in no event later than March 30, 2012.

3.7 DisabRA may submit to the Utilities revisions to, and comments on, the Branch Office Plan until June 30, 2008. If the Parties cannot reach agreement on a final Branch Office Plan by July 31, 2008, then the Parties shall commence the Dispute Resolution Procedures described in Section 7 of this MOU.

3.8 To provide an accessible in-person payment alternative at least until remediation of the Branch Offices is completed, based on the survey of the APLs described in Section 3.3, the Utilities will contract with at least one (1) accessible APL within a reasonable distance of each Category 2 Utility-Leased Branch Office by June 30, 2008. The Utilities shall propose a plan by April 30, 2008 to DisabRA to meet this commitment, and DisabRA shall have until May 31, 2008 to provide an assessment of the plan and offer feedback to the Utilities. If the Parties cannot reach agreement on the plan covered by this subsection by July 31, 2008, then the Parties shall commence the Dispute Resolution Procedures described in Section 7 of this MOU.

3.9 Beginning on September 30, 2008 and occurring semi-annually for two years thereafter, the Utilities shall provide to DisabRA a report of Branch Offices and APLs that are accessible and the status of the Utilities' efforts towards achieving accessibility (Status Report). The last semi-annual Status Report shall be due on September 30, 2010. After that, the Status

Report shall be provided by the Utilities to DisabRA annually (by September 30 of each year) until the termination of this MOU.

3.10 The Utilities shall actively promote the use of Branch Offices and APLs that are accessible, including the use of posters and maps in Branch Offices, Website postings, and Customer Service telephone communications. Specifically, a list of accessible Branch Offices and APLs shall be posted on the Utilities' websites beginning on June 30, 2008 and shall be updated regularly. Customer service representatives for the Utilities shall be trained to provide information to callers regarding the locations of accessible Branch Offices and APLs

3.11 By June 30, 2008, the Utilities shall provide to DisabRA an integrated Branch Office and APL plan (Integrated Plan). The Integrated Plan will incorporate the Branch Office Plan described in Section 3.6 of this MOU and will:

a. propose a reasonable transition period for bringing the Transaction-Related Elements of all APLs into compliance with Applicable Law, with some limited exceptions as described below, and identify interim milestones to ensure continued progress toward that result; and

b. propose a plan for how to bring the Transaction-Related Elements of APLs into compliance with Applicable Law.

The Transaction-Related Elements of all APLs in the Utilities' networks shall be compliant with Applicable Law by no later than June 30, 2012, with some limited exceptions as described below. DisabRA may submit to the Utilities revisions to, and comments on, the Integrated Plan until August 31, 2008. If the Parties cannot reach agreement on a final Integrated Plan by September 30, 2008, then the Parties shall commence the Dispute Resolution Procedures described in Section 7 of this MOU.

3.12 The Parties agree that there may be some limited number of APLs that are indispensable and therefore must remain open, even after the transition period, despite failing to be in compliance with Applicable Law. The Utilities will include in the Integrated Plan a list of any such facilities, along with an explanation of why the Utilities believe each such facility should be excepted from the general requirement that APLs be compliant, and shall identify any additional such facilities (with an explanation) in their Status Reports. The Parties shall meet and confer regarding whether an exception should be granted for each facility so identified in the Integrated Plan or Status Reports.

3.13 The Utilities agree that only APLs that comply with Applicable Law for Transaction-Related Elements will be added to the Utilities' APL networks.

3.14 The Utilities agree to engage a Consultant to survey 10% of Branch Offices and 10% of APLs annually, beginning in 2009 until the expiration of this MOU. At least 4 of the APLs surveyed annually shall be new APLs added to the Utilities' APL networks (at least 1 new APL in the SDG&E network and at least 3 new APLs in the SoCalGas network). The results of the Consultant's surveys shall be included as part of the Utilities' Status Reports.

3.15 DisabRA agrees not to oppose the Utilities' closure of Branch Offices as proposed in this Proceeding. Moreover, the Utilities represent that they may choose to close additional Branch Offices in order to ensure that all open Branch Offices are fully accessible to all customers, as set forth above. DisabRA agrees not to oppose the proposed closure of any Branch Office(s) for that purpose.

4 Utilities' Websites

4.1 As of the Effective Date of this MOU, the Utilities shall publish new Web pages for socalgas.com and sdge.com that conform to the Priority 1 and Priority 2 checkpoints, as outlined in the Web Content Accessibility Guidelines (WCAG) of the World Wide Web Consortium.

4.2 The Utilities shall review and revise, as needed, Web pages dealing with Safety, Financial Assistance, Service Requests, Contact Us, and Residential Rebates to conform to the WCAG. Web pages that show up as frequently visited (i.e. top 50 most frequently visited), based on Web traffic reporting, will be similarly reviewed and revised.

4.3 Web content described in Section 4.2, over which the Utilities maintain complete control, will be reviewed and revised to be compliant with WCAG Priority 1 and Priority 2 by June 30, 2008. Web content involving third-party vendor software will be audited and the Utilities will use best efforts to work cooperatively with the third-party vendors to ensure that Priority 1 and 2 standards are met within a reasonable time.

4.4 The Utilities' Web development group shall continue ongoing Web accessibility training.

4.5 The Utilities agree to engage a Consultant to survey their websites bi-annually, beginning in 2009 until the expiration of this MOU. The results of the Consultant's surveys shall be included in the Utilities' Status Reports.

5 The Utilities' Emergency Customer Communication System

5.1 To facilitate emergency notification to Disabled customers in circumstances where the Utilities are already providing emergency notifications, the Utilities agree to install a new outbound dialer platform by no later than December 31, 2009. This new platform will include TTY capability as well as the capability to communicate with other non-traditional platforms using text messages and email. In conjunction with installation of the new system, the Utilities shall conduct outreach to customers who are classified as medical baseline/life support customers who receive emergency communications that are typically provided to such customers to determine their preferred means of contact. The Utilities shall also revise their forms for participation in the emergency notification program to allow new medical baseline/life support customers to specify their preferred means of contact for emergency notifications at the time of enrollment.

6 Pedestrian Rights of Way

6.1 By June 30, 2008, the Utilities shall, with the assistance of a Consultant, incorporate, in writing, to the extent consistent with Applicable Law, the Public Rights-of-Way Access Advisory Committee's (PROWAC) Part III: Recommended Standards, Scoping and Technical Provisions, into the Utilities' existing policies, standards, practices, guidelines and training material regarding Construction Sites.

6.2 By June 30, 2008, the Utilities shall present to DisabRA the Utility policies, standards, practices, guidelines and training material in redline to reflect the incorporation of the PROWAC provisions discussed in Section 6.1 (PROWAC Redlines).

6.3 Upon meeting and conferring regarding the PROWAC Redlines, if the Parties cannot reach agreement on final PROWAC Redlines by August 30, 2008, then the Parties shall commence the Dispute Resolution Procedures described in Section 7 of this MOU.

6.4 Within six (6) months of reaching agreement on final PROWAC Redlines, the Utilities shall develop and implement any additional training necessary to implement the PROWAC provisions discussed in Section 6.1. The Utility shall have a reasonable amount of time to acquire any additional equipment necessary to abide by Applicable Law.

6.5 The design and engineering of all new, relocated, or significantly upgraded or modified facilities, and all construction practices that affect the Pedestrian Right of Way, shall, to the extent consistent with

Applicable Law, abide by the PROWAC provisions discussed in Section 6.1. For the purposes of this MOU, "significantly upgraded or modified" means projects which alter the use or purpose of existing facilities by greater than 50%. General maintenance and emergencies of any kind are specifically exempt from the requirements of this MOU. The Utilities shall have the PROWAC provisions discussed in Section 6.1 fully implemented and up-and-running in the field, including having conducted necessary training and purchasing any necessary equipment, by no later than June 30, 2009.

6.6 To the extent feasible, SDG&E shall endeavor to provide city and other municipal entities participating in programs to underground overhead electric facilities with information regarding which overhead electric corridors within an undergrounding district present the greatest impediments to accessibility.

6.7 The Utilities agree to engage a Consultant to review the Utilities' adherence to the new policies and guidelines discussed in this section. In coordination with the Utilities, the Consultant shall review at least 2 work sites in each of SDG&E's Electric Operations Regions (i.e. Beach Cities, North Coast, Orange County, Northeast and Eastern -- for a total of 10 reviews) and a least 5 work sites in each of SoCalGas' Gas Operations Regions (i.e. Northern, Southern Inland, and Pacific Coast -- for a total of 15 reviews) during the first year after the new policies and guidelines discussed in this Section 6 are implemented. The results of the Consultant's review shall be included in the Utilities' Status Reports discussed in Section 3. The Parties shall meet and confer after that one year period regarding whether additional work site inspections are necessary.

7 Dispute Resolution Procedures

7.1 Any controversy arising out of or relating to this MOU shall be resolved at the request of any Party through the following three-step dispute resolution process:

7.1.1 The Parties will make a good-faith effort to meet and confer to attempt to resolve the dispute.

7.1.2 If the Parties cannot resolve the dispute through meet and confer, the Parties will attempt to resolve the dispute through mediation before a mutually-acceptable third party mediator in San Diego, California.

7.1.3 If mediation is unsuccessful, the Parties agree to submit the dispute to a final and binding arbitration before a mutually acceptable

arbitrator from the AAA panel in San Diego, California, administered by and in accordance with the then existing Rules of Practice and Procedure of AAA. In the event of any such dispute, the Parties shall be entitled to recover reasonable attorneys' fees and costs in accordance with Applicable Law.

8 Intervenor Status and Compensation

8.1 The Utilities agree that the issues resolved herein were properly raised by DisabRA and that DisabRA has made a substantial contribution to this Proceeding, as defined by Rule 1803(a) of the CPUC's Rules of Practice and Procedure. The Parties agree that it is reasonable and appropriate for DisabRA to receive intervenor compensation for certain tasks performed to implement the MOU, to the extent directed by the Commission.

Agreed:

6/19/07

Melissa W. Kasnitz, Managing Attorney **Date**

For Disability Rights Advocates

Lee Schavrien, Sr. Vice President, Reg. Affairs **Date**

For San Diego Gas & Electric Company and

Southern California Gas Company

arbitrator from the AAA panel in San Diego, California, administered by and in accordance with the then existing Rules of Practice and Procedure of AAA. In the event of any such dispute, the Parties shall be entitled to recover reasonable attorneys' fees and costs in accordance with Applicable Law.

8 Intervenor Status and Compensation

8.1 The Utilities agree that the issues resolved herein were properly raised by DisabRA and that DisabRA has made a substantial contribution to this Proceeding, as defined by Rule 1803(a) of the CPUC's Rules of Practice and Procedure. The Parties agree that it is reasonable and appropriate for DisabRA to receive intervenor compensation for certain tasks performed to implement the MOU, to the extent directed by the Commission.

Agreed:

_____ _____

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For Disability Rights Advocates

_____ 6-19-07

Lee Schavrien, Sr. Vice President, Reg. Affairs **Date**

For San Diego Gas & Electric Company and

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(END OF APPENDIX 10)

APPENDIX 11

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Last Updated on 10-JUN-2008 by: AMT
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