Decision 11-10-042 October 20, 2011

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on the Commission's Own Motion to address the issue of customers' electric and natural gas service disconnection.	Rulemaking 10-02-005 (Filed February 4, 2010)

DECISION GRANTING REQUEST OF NATIONAL CONSUMER LAW CENTER FOR INTERVENOR COMPENSATION FOR SUBSTANTIAL CONTRIBUTIONS TO DECISIONS 10-07-048 AND 10-12-051

Claimant: National Consumer Law Center (NCLC)	**For contribution to** D.10-07-048[1] and D.10-12-051
Claimed ($): 72,463.93	**Awarded ($):** $59,236.83
Assigned Commissioner: Michael R. Peevey	**Assigned ALJ:** Maryam Ebke
Claim Filed: February 24, 2011	

PART I: PROCEDURAL ISSUES

A. Brief Description of Decision:	The decision approves a Settlement Agreement between Consumer Groups with San Diego Gas and Electric Company and Southern Gas Company ("Joint Utilities"), resolving all Phase I and Phase II issues in this proceeding between those parties.[2] The terms of the approved Settlement Agreement provides, among other things, that Joint Utilities will: (1) adhere to certain payment arrangement practices and restrictions on collecting credit deposits if they fail to meet a performance benchmark for disconnections; (2) establish an extreme weather policy prohibiting disconnections at certain severe temperatures; (3) implement a transition process for at least 12 months following each

[1] See, Part I.C, comment 1.

[2] The Settlement Agreement to which this claim refers appears as Appendix A to *the Joint Motion of San Diego Gas & Electric Company (U902E), the Southern California Gas Company (U940G), Disability Rights Advocates, the Division of Ratepayer Advocates, the Greenlining Institute, the National Consumer Law Center, and The Utility Reform Network for Adoption of the Settlement Agreement*, filed September 9, 2010 in the above-captioned rulemaking proceeding.

	smart meter installation before remote disconnections are allowed; (4) extend the practice of in-person field contact for manual disconnections to remote disconnections; and (5) not remotely disconnect customers who are particularly vulnerable to the health and safety risks of losing utility service.

B. Claimant must satisfy intervenor compensation requirements set forth in Public Utilities Code §§ 1801-1812:

	Claimant	CPUC Verified
Timely filing of notice of intent to claim compensation (§ 1804(a)):		
1. Date of Prehearing Conference:	N/A	Correct
2. Other Specified Date for NOI:	3/8/2010	Correct
3. Date NOI Filed:	3/5/2010	Correct
4. Was the notice of intent timely filed?		Yes
Showing of customer or customer-related status (§ 1802(b)):		
5. Based on ALJ ruling issued in proceeding number:	R.10-02-005	Correct
6. Date of ALJ ruling:	April 1, 2010	Correct
7. Based on another CPUC determination (specify):		
8. Has the claimant demonstrated customer or customer-related status?		Yes
Showing of "significant financial hardship" (§ 1802(g)):		
9. Based on ALJ ruling issued in proceeding number:	R.10-02-005	Correct
10. Date of ALJ ruling:	April 1, 2010	Correct
11. Based on another CPUC determination (specify):		
12. Has the claimant demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision	D.10-12-051	Correct
14. Date of Issuance of Final Decision:	Dec. 27, 2010	Correct
15. File date of compensation request:	Feb. 24, 2011	Correct
16. Was the request for compensation timely?		Yes

C. Additional Comments on Part I:

#	Claimant	CPUC	Comment
		1	In the original claim, D.10-078-048 was not indicated on the title page. We have included it there because NCLC requests compensation for contributions to that decision.

PART II: SUBSTANTIAL CONTRIBUTION

A. Claimant's description of its contribution to the final decision (*see* § 1802(i), § 1803(a) & D.98-04-059)

Contribution	Citation to Decision or Record	Showing Accepted by CPUC
1. NCLC demonstrated that longer payment plans are a reasonable solution to help avoid disconnections for nonpayment. NCLC successfully showed that the record was insufficient to conclude that longer payment arrangements lead to increased likelihood of default.	D.10-12-051 at 7 (describing longer payment plans, if appropriate, are provided in Settlement). Settlement at 7 (if customer defaults on original payment arrangement, utility must offer a second payment arrangement of equal or greater repayment term to some customers). *Compare* D.10-07-048 at 12 ("Although it appears from the information provided that longer payment periods result in an increased likelihood that payment plans will be broken, there may be other variables affecting these payment agreements") *and* Finding of Fact No. 5 (Information from PG&E and the Joint Utilities shows that the greater the payment period, the more likely it is that a customer will default on a pay plan, however other variables may effect those payment agreements") *with* Proposed Decision at 11 ("However, it does appear from the information provided that longer payment periods result in an increased likelihood that payment plans will be broken) and Finding of Fact No. 5 ("Information from PG&E and the Joint Utilities shows that the greater the payment period, the more likely it is that a customer will default on a pay plan"). NCLC Comments on PD at 2-5 and Appendix A (Proposed Findings of Fact Nos. 1 – 4).	Yes.

	NCLC Reply Comments at 1-2.	
2. NCLC demonstrated that customers should not be deprived of the existing benefit of payment plans exceeding 12 months. Further, NCLC demonstrated that CSRs may exercise discretion in expanding payment periods even beyond twelve months, as is reasonable for a low-income customer's individual circumstance and ability to pay.	D.10-12-051 at 7 (describing longer payment plans, if appropriate, are provided in Settlement). Settlement at 7 (longer payment plans, beyond 12 months, may be offered if appropriate). *Compare* D.10-07-048 at 12-13 ("Instead, we expect that CSRs will utilize discretion to extend payment periods when such an extended period may help a customer to successfully pay an arrearage.") *with* Proposed Decision at 11 ("Instead, we expect that CSRs will utilize discretion to extend payment period when such an extended period, up to twelve months, may help a customer to successfully pay an arrearage") *and* OIR at 6 ("CSRs may exercise discretion as to extending the three months up to twelve months…"). NCLC Comments on PD at 4-5 and Appendix B (Proposed Conclusion of Law No. 2). NCLC Reply Comments at 4 (longer repayment periods result in lower total monthly payments). NCLC Opening Comments at 2-6 (reasonable payment plan may require, or exceed, 12 month payment period).	Yes
3. NCLC demonstrated that avoiding disconnection or reconnecting service does not necessarily require a cash payment or deposit from customers.	D.10-12-051 at 7 (approving Settlement "addressing re-establishment of credit deposit requirements"). Settlement at 7-8 (Settlement contains provision waiving deposit requirement and there is no requirement that credit deposit be cash). *Compare* D. 10-07-048 at 22 and n. 44 ("utilities should develop procedures which allow collection of non-cash	Yes

	payments by utility field employees" *with* Proposed Decision at 20 (silent on this issue). NCLC Reply Comments on PD at 4 (payment by phone, electronic check, or providing additional days for payment after field visit are alternatives to carrying cash in the field).	
4. NCLC demonstrated that an extreme weather policy should be implemented to restrict disconnections in severe temperatures when heating and cooling are essential to customer health and safety.	D.10-12-051 at 8 (noting establishment of extreme weather policy), 17 (Finding of Fact No. 5). Settlement at 9 (no disconnection at/below 32 degrees Fahrenheit for gas and electric; no disconnection or at/above 100 degrees Fahrenheit for electric). *See* Attachment 2, NCLC's time slip report entries, coded as WEA on 5/10/2010 and 5/11/2010 (NCLC's time spent drafting, editing, and circulating a memorandum on weatherization protections). NCLC's extreme weather memorandum was based in part on a chart published in *Access to Utility Service, Fourth Edition*, National Consumer Law Center (Boston 2008) at Appendix a.6. Provided by NCLC in informal discovery, the chart and memo showed that implementing extreme temperature protections against disconnections would be in keeping with the vast majority of 42 states already having such protection.	Yes
5. NCLC demonstrated that any customer subject to remote disconnections should receive a premise visit before disconnection, the same notice as traditionally given to customers under a manual disconnection	D.10-12-051 at 8 (approving Settlement that establishes remote disconnection policies), 17 (Finding of Fact No. 5 - Settlement provides improved communications and protocol addressing disconnections established).	Yes

protocol, to avoid disconnecting special-needs customers who have not self-identified as such.	D.10-07-048 at 27 (Phase II issue includes considering uniform protocol for remote disconnections). Settlement at 12 (if and when remote disconnect commences, SDG&E will continue current notification procedures used in manual disconnections, including the in-person field delivery of the 48 hour notice, during which time the filed staff will attempt to make contact with the customer). NCLC Reply Comments on PD at 1. n.2 and 3-4 (in-person visit requirement should be expanded beyond Medical Baseline and Life Support customers). NCLC Comments on PD at 5-6 (remote disconnections without a premise visit should be disallowed). Appendix A (Proposed Findings of Fact Nos. 9-10), Appendix B (Proposed Conclusion of Law No. 5). NCLC Opening Comments at 2 (proposing strict prohibition against remote disconnections unless preceded by a precautionary premise visit), 14-18 (discussing importance of personal contact at the time of disconnection for health and safety, and New York's "last knock" remote disconnection policy).	
6. NCLC demonstrated that the most vulnerable customers should be protected against remote disconnections, as a strict policy.	D.10-12-051 at 8 (noting that Settlement establishes remote disconnection policies), 27 (Phase II issue includes considering uniform protocol for remote disconnections). D. 10-07-048 at 23-24 (prohibiting remote disconnections to medical baseline and life support customers) and 30 (Findings of Fact No. 13-15).	Yes

	D.10-07-048 at 27-28 (identifying for Phase II the issue of whether "sensitive customers can be defined" and "identified"). Settlement at 12-13 ("SDG&E agrees that remote disconnect will not be used for customers who are particularly vulnerable to the health and safety risks associated with the loss of utility service, i.e., self-identified seniors (age 62 or older), self-identified disabled customers, Medical Baseline customers, Life Support or other customers who self-certify that they or a full-time resident of the customer's household has a serious illness or condition that could become threatening if service is disconnected"). NCLC Reply Comments on PD at 1-4 (infants, seniors, the disabled and seriously ill should be protected from remote disconnections). NCLC Comments on PD at 5-6, Appendix A (Proposed Findings of Fact Nos. 9-10), Appendix B (Proposed Conclusion of Law 5). NCLC Opening Comments at 15-16 ("At minimum, customers particularly vulnerable to health and safety effects of service loss should always be protected from remote disconnection of service. Protected customers should be those whose households include an elder over the age of 64, an[] infant under the age of twelve months, an individual with a serious illness or disability, or a customer with household income that qualifies him or her for participation in CARE or LIHEAP").	
7. NCLC demonstrated that an exception to general prohibitions	D.10-12-051 at 8 (approving Settlement that establishes remote	Yes

against remote disconnections could be created for customers who initiate termination of service requests.	disconnection policies). Settlement at 12 (Section II.G.1)(exception to one-year moratorium on remote disconnections applies for customers initiating termination of service request). NCLC Comments on PD at 5-6 (if remote disconnections are allowed, they should be limited to customers initiating a request for termination of service), Appendix B (Proposed Conclusion of Law No. 4).	
8. NCLC demonstrated that approval of remote disconnections should be predicated on elimination of fees imposed for the remote disconnection/reconnection.	D.10-12-051 at 8 (approving Settlement that establishes remote disconnection policies). Settlement at 13 (Section II.G.6)(there will be no charge for remote disconnection and reconnection prior to implementation of next GRC). NCLC Opening Comments at 8 (n.17), 14, 16.	Yes
9. NCLC's arguments regarding opportunities for a second (i.e. renegotiated) payment arrangement arrangements were incorporated into the Settlement's incentive structure to reduce disconnections, as one of the mandatory measures that must be implemented if disconnection benchmarks are not met.	D.10-12-051 at 7, 18 (mandatory measures for failing to meet performance benchmark are incentive for Joint Utilities to reduce residential disconnections). Settlement at 6-7 (if utility fails to meet settlement's low-disconnection benchmark, utility must offer a renegotiated payment plan if customer defaults on initial plan). NCLC Comments on PD at 4 (renegotiated payment plans should be offered), 8-9 (Proposed Finding of Fact No. 7; Proposed Conclusion of Law No. 3). NCLC Reply Comments at 2 - 3 (high failure rate of utilities' payment plans suggests a need to re-examine them and flexibility is needed). NCLC Opening Comments at 5-6 (discussing and citing models for requiring utilities to renegotiate or	Yes

	amend a payment agreement).	
10. NCLC demonstrated that greater flexibility for customers should be required, as part of a policy to maximize payment-troubled customers' ability to pay.	D.10-12-051 at 7-8 (approving Settlement that allows for more flexible customer payment and communications options such as renegotiation of payment plans and different media/forms in messages regarding service disconnection). Settlement at 7-14 (increased flexibility offered to customers includes second payment plan and options for different means of utility communications with customers regarding disconnection). *Compare* D.10-07-048 at 28 (Phase II will examine possible mandate that "customers be allowed to choose a monthly billing date for their payments") *and* Proposed Decision at 25 (identifying choice of billing date issue for Phase II) *with* OIR at 9 (requesting comments on how utilities currently accommodate requests of different billing dates). NCLC Reply Comments at 3 (flexible payment arrangements are key to successful payments). NCLC Opening Comments at 9 and n.21 (discussing choice in billing date). NCLC Opening Comments at 4 -6, 8-10 (flexibility that maximizes customer's ability to pay is key to lowering disconnections).	Yes
11. NCLC demonstrated that the reporting requirements should be modified to allow for a more comprehensive analysis.	D. 10-12-051 at 8 (approving Settlement that includes reporting requirements). Settlement at 7 and Exhs. 1 & 3 (reporting requirements of Settlement are specifically tied to benchmarks incentives for Joint Utilities to maintain low disconnection rate).	Yes

	Compare D. 10-07-048 at 26, 29, 34 (Ordering Paragraph No. 14) and Appendix A *with* OIR at 18 (Ordering Paragraph 12) and Appendix A. The Commission's decision added or modified the OIR reporting requirements, as NCLC recommended: --number of general residential customer accounts --number of accounts in arrears by range of days (e.g., 30-60 days, 61-90 days, overdue, over 90 days) instead of the OIR's more limited time period (e.g., 30 days, 90 days, or over 90 days) --number of accounts in arrears, by dollar increments (e.g., number of accounts paid 100%, 50-99%, and under 50% within 30 days) --number of payment plans, by dollar value of arrears of participating accounts (e.g., Total dollar amount of residential nonCARE, nonFERA, CARE, FERA, Medical Baseline accounts in arrears) --Duration of disconnections, by customer type (e.g., the Commission's decision added the number and % Medical Baseline customers reconnected after 24, 48, 48+ hours). NCLC Reply Comments on PD at 4-5 and n.7 (Commission has authority to request additional data to identify issues for follow-up, changes, or improvement). NCLC Comments on PD at 2-3 (utility data lacks information on whether payment plans are reasonable). NCLC Reply Comments at 2 (details on key variables such as level of pre-	

	existing arrears before payment agreement is currently lacking). NCLC Opening Comments at 13-14 (proposing additional factors for reporting requirements. These items included: number of general residential customers accounts; number of accounts in arrears by vintage; number of accounts in arrears by dollar increments; number of payment plans, by dollar value of arrears of participating accounts; duration of disconnections by customer type). *See also* NCLC Opening Comments at 18 (concluding request for relief).	
12. NCLC demonstrated the applicability of models and best practices from other states in resolving issues in this proceeding.	D.10-07-051 at 7-8 (approving settlement that establishes longer payment plans; remote disconnection policies requiring in-person filed deliveries of 48 hour notice; reporting requirements; and extreme weather policy). Settlement at 7 (requiring longer and renegotiated payment plans), Exh. 2 (establishing extreme weather policy), 12 (requiring in-person delivery of notice before remote disconnection); Exh. 3 (reporting requirements). NCLC Comments on PD at 3-4 (citing Iowa, Maine, and New York for more flexible payment arrangements). NCLC Reply Comments at 3 (Wisconsin's flexible payment arrangements). NCLC Opening Comments at 4-5 (Iowa requires 12 month minimum payment plan), 13 (data reporting requirements from Ohio), 17-18 (New York requires a site visit with remote disconnections). *See* Attachment 2, NCLC Timesheets	Yes

	coded WEA (discussing models of extreme weather policies from other states).	
13. NCLC demonstrated that rather than focusing on requiring customers to initiate first contact, the focus should be on whether utilities have a role in initiating education and enrollment of customers in assistance programs	D.10-12-051 at 7-8 (approving Settlement provisions regarding Joint Utilities' customer outreach). Settlement at 7 (Joint Utilities will offer customers notice on availability for first and renegotiated payment plans, and will initiate pre-disconnection calls in varying formats with information necessary for customer to avoid disconnection). *Compare* D.10-07-048 at 27 (specifically identifying for Phase II the CSR's role in providing education and assistance for assistance programs) *with* OIR at 8 (framing outreach issue in terms of customer's role in self-help). NCLC Opening Comments at 12-13 (utilities are in best position to systematically identify at-risk customers for initiating outreach on payment assistance).	Yes
14. NCLC demonstrated that protections extended to low-income customers should not be discriminatorily withheld from bankruptcy customers	D.10-12-051 at 7 (approving Settlement that establishes rules for re-establishment of credit deposits). Settlement at 8 (demand for deposits must be consistent the U.S. Bankruptcy Code). *See e.g.,* NCLC Reply Comments on Phase II at 3-4 (NCLC's contribution to this proceeding included expertise on bankruptcy issues).	Yes
15. NCLC explained, with Consumer Groups, that adoption of the Settlement and Petition to Modify D.10-07-048 is within CPUC's jurisdiction.	D.10-12-51 at 15. Reply of Consumer Groups to Responses to Petition to Modify D.10-07-048 at 1-5. Joint Motion for Adoption of Settlement at 17-19.	Yes

B. Duplication of Effort (§§ 1801.3(f) & 1802.5):

	Claimant	CPUC Verified
a. Was the Division of Ratepayer Advocates (DRA) a party to the proceeding?	Yes	**Correct**
b. Were there other parties to the proceeding?	Yes	**Correct**
c. If so, provide name of other parties: The City and County of San Francisco, Disability Rights Advocates, The Greenlining Institute, The Utility Reform Network, Pacific Gas and Electric Company, San Diego Gas and Electric Company, Southern California Gas Company, Southern California Edison Company		**Correct**
d. Claimant's description of how Claimant coordinated with DRA and other parties to avoid duplication or of how Claimant's participation supplemented, complemented, or contributed to that of another party: NCLC collaborated closely with DRA and the other consumer groups to avoid duplication of effort. The Consumer groups maintained a line of communication with DRA, and negotiated with the utilities at times individually, through DRA, and as a group as necessary. NCLC cooperated in planning joint strategy with DRA and the consumer groups on settlement negotiations, the filing of comments, and submitting other pleadings and petitions to the Commission. NCLC played an early, active role in coordinating and clarifying the parties' positions in settlement negotiations. NCLC was a primary facilitator of early discussions by incorporating the parties' edits into, and circulating, the first drafts of the settlement term sheet that formed first joint shared settlement position of the Consumer Groups. NCLC also coordinated the gathering of information, communication, and sharing with the utilities the Consumer Group's joint matrix of issues for negotiation. Throughout the proceeding, NCLC remained highly active in settlement negotiations and continued to cooperate with DRA, the Consumer Groups, and the utilities, and worked to achieve consensus among all of the parties. NCLC drew upon its unique experience and expertise as a national consumer organization while cooperating with the Consumer Groups. The Consumer Groups had formal and informal assignments of lead roles for particular issues in settlement negotiations and drafting comments. Particularly in settlement negotiations, NCLC was the lead on the issues of models/best practices from other states, remote disconnections, payment arrangements, extreme weather protections, and protection against discrimination for consumers in bankruptcy. NCLC also contributed its resources in this proceeding to make substantial contributions regarding data reporting, customer outreach, and the counter-productive effect of assessing monetary penalties through late payment fees and imposing credit deposit requirements against already payment-troubled customers. NCLC provided some analysis on other issues as well.		We find that some unreasonable duplication of other parties' efforts took place as explained in Section C, below, and Part III Section C.

C. Additional Comments on Part II:

Claimant	CPUC	Comment
	1	NCLC's researches[3] on other states' law and practices and on the IOUs' existing practices were especially valuable and provided substantial contributions to the decisions. We also find that NCLC's work coordinating and facilitating settlement negotiations as well as helping to define and incorporate consumer groups' positions in the settlement agreement were a valuable part of the post-D.10-07-048 process. However, as far as other aspects of NCLC's participation are concerned, we find that its analysis or recommendations lacked novelty (often followed obvious argument or other parties' positions), depth or practical component that other parties (TURN, Disability Rights Advocates, Division of Ratepayer Advocates) were able to achieve in their analysis and recommendations.
	2	Duplication of Efforts. An intervenor must avoid participation that duplicates similar interests otherwise adequately represented by another party, or is unnecessary for a fair determination of the proceeding (§ 1801.3(f)). An intervenor may be eligible for full compensation, however, where its participation materially supplements, complements, or contributes to the presentation of another party if that participation makes a substantial contribution to the Commission decision. (Section 1802.5). We observe that NCLC in many areas duplicated participation of other parties with similar interests. Although overall the duplication was not significant, it must be reflected in the award.
	3	We find that the requested hours should be adjusted in accordance with the level of NCLC's contributions and to reflect unreasonable duplication of efforts. See, Part III.D, Disallowances, for further detail.

PART III: REASONABLENESS OF REQUESTED COMPENSATION

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

Explanation by Claimant of how the cost of Claimant's participation bore a reasonable relationship with benefits realized through participation (include references to record, where appropriate)	CPUC Verified
NCLC's participation in this proceeding has contributed to a Settlement that has saved administrative and ratepayer expense. Phase I and Phase II issues have been resolved for customers of Joint Utilities in Settlement, instead of through further protracted, costly litigation. The Settlement creates new consumer protections that did not formerly exist prior to the Settlement, and that give residential customers an increased ability to avoid the monetary and non-monetary costs of disconnections (and reconnections) of service. This has been a very complicated docket with numerous parties negotiating their respective positions in Settlement, alongside their submissions of written comments and reply comments. NCLC was efficient with its case management. While it was necessary to stay abreast of the developments of all issues in order to	With the adjustments and reductions set forth in this decision, the requested cost of Claimant's participation bore a reasonable relationship with benefits realized through NCLC's participation. NCLC made effective effort to reduce costs of the

[3] NCLC's March 12, 2010 opening comments on the OIR at 4-6, 11, 13, 14-15, 17

determine if low-income consumer interests were being harmed, NCLC's primary focus was on national models/best practices, and issues of remote disconnections, payment plans, data collection/reporting requirements, extreme weather and bankruptcy consumer protection issues. The benefits of NCLC's participation as one of the Consumer Group parties has been realized in the Settlement where NCLC's knowledge of best practice consumer protections in other jurisdictions and related research were called upon, and used in developing this Settlement. For remote disconnections, greater protections have been established as certain vulnerable groups are exempt from this practice entirely, and a 12 month moratorium benefits each customer receiving a smart meter. For payment plans, the Settlement clearly provides that CSRs have discretion to enter payment plans beyond 12 months, and offers customer the additional protection of a renegotiated payment plan. The Settlement provides for data reporting to help determine whether the disconnection benchmark is being met. The Settlement establishes for the first time a formal protection against disconnections in extreme temperatures, similar to what other jurisdictions have in place. For consumers in bankruptcy, the NCLC drew on its staff with bankruptcy expertise and secured a clear provision that customers in bankruptcy may not be assessed a re-establishment of credit deposit discriminatorily. NCLC's requested rates in this proceeding are conservative and is a conservative rate for its lead attorney, Darlene R. Wong. Attorney Wong's experience includes practicing from 2001 to 2009 exclusively as a consumer advocate in regulatory utility matters. From 2009 to the present, as a member of NCLC's energy and utilities group, she has continued to focus the vast majority of her time on utility issues, both at state and national levels. While it is difficult to assign a precise dollar value to the benefit to ratepayers from NCLC's participation, NCLC facilitated the first joint settlement position among Consumer Groups which formed the basis for Settlement discussions. The Consumer Groups and Joint Utilities ultimately settled in avoidance of costs of protracted litigation. NCLC's efforts resulted in provisions to reduce penalties to customers and help maximize customer opportunities to pay their bills. These provisions should help customers make payments and avoid economic costs and inconveniences of disconnection. Additionally, care has been taken to share resources with other Consumer Groups in assignment of issues and participating in joint filings, thus avoiding duplication. NCLC participated in meetings by teleconference, which also reduced participation costs that otherwise would have been incurred by travel.	participation.

B. Specific Claim:

CLAIMED						CPUC AWARD			
ATTORNEY AND ADVOCATE FEES									
Item	**Year**	**Hours**	**Rate**	**Basis for Rate***	**Total**	**Year**	**Hours**	**Rate**	**Total**
Darlene Wong	2010	182.66	$325	Att.4; D.10-09-044 adopting $325 hourly rate for an attorney of similar years and type of experience in docket	59,364.50	2010	161.64	$300	$48,491.58

				A.09-02-019; Resolution ALJ-247 (setting range of reasonable rates).					
Olivia Wein	2010	1.5	$285	D.09-05-017	427.50	2010	0.00		0.00
Charlie Harak	2010	0.6	$435	D.07-10-002	261.00	2010	0.00		0.00
				Subtotal:	*$60,053.00*			***Subtotal:***	*$48,491.58*
EXPERT FEES									
Item	**Year**	**Hours**	**Rate**	**Basis for Rate***	**Total $**	**Year**	**Hours**	**Rate**	**Total**
John Howat	2010	44.5	$235	D.09-05-017 (May 7, 2009)	10,457.50	2010	38.48	$235	$9,042.80
				Subtotal:	*$10,457.50*			***Subtotal:***	*$9,042.80*
INTERVENOR COMPENSATION CLAIM PREPARATION**									
Item	**Year**	**Hours**	**Rate**	**Basis for Rate***	**Total $**	**Year**	**Hours**	**Rate**	**Total $**
Darlene Wong	2010	2.75	$162.50	½ requested regular hourly rate.	446.88	2010	2.75	$150	$412.50
Darlene Wong	2011	8.5	162.50	½ requested regular hourly rate.	1381.25	2011	8.50	$150	$1,275.0
Olivia Wein	2011	0.5	142.50	½ regular hourly rate.	71.25		0.00	Na	0.00
				Subtotal:	*$1,899.38*			***Subtotal:***	$1,687.50

COSTS					
#	**Item**	**Detail**	**Amount**	**Amount**	
1	2010 Overnight mail		54.05	Software	$14.95
		Subtotal:	54.05	***Subtotal:***	*$14.95*
		TOTAL REQUEST $:	**72,463.93**	**TOTAL AWARD $:**	**$59,236.83**

* We remind all intervenors that Commission staff may audit their records related to the award and that intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Claimant's records should identify specific issues for which it requested compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants, and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.

** Reasonable claim preparation time typically compensated at ½ of preparer's normal hourly rate (the same applies to the travel time).

C. CPUC Comments, Disallowances & Adjustments:

#	Reason
Hourly Rates for Wong	NCLC requests an hourly rate of $325 for NCLC staff attorney Darlene Wong, who does not have a rate adopted by the Commission. Wong has been practicing regulatory law with the focus on utilities issues, beginning in 2001, and was the NCLC's leading representative in this proceeding. The requested rate is within the rate range established by the Commission for attorneys with 8 to 12 years of experience ($300 - $355)4. NCLC indicates that Wong is a member of the state bars of Pennsylvania and Massachusetts; but it appears that Wong has not been licensed to practice law in the State of California. Our research indicates that Wong has no prior experience litigating before the Commission. Based on this information, we adopt the rate of $300 for her work in 2010. This rate was adopted for attorneys with the levels of experience comparable to or exceeding, that of Wong. For example, D.09-03-018 approved this rate for Disability Rights Advocates' attorney Roger Heller's work in 2008; D.09-08-022 approved this rate for the Community Environmental Council's attorney Tamlyn Hunt's work in 2008; or D.09-12-039 approved this rate for Sustainable Conservation's attorney Don Liddell's work in 2008 (we note that pursuant to Resolutions ALJ-235 and ALJ-247 rate ranges for attorney's work in 2008 have remained unchanged for 2009 and 2010). We note that intervenor representatives are entitled to request up to two annual 5% "step increases" in hourly rates within each experience level.[5]
Hourly Rate for Howat	NCLC requests the rate of $235 for policy analyst John Howat's work. This rate was previously adopted in D.09-05-017. We approve this rate.
Internal duplication of efforts	NCLC requests compensation for the work of NCLC's attorneys Wein and Harak assisting Wong in the discovery process and providing their opinions on the draft settlement. NCLC provides no justification for their participation in addition to Wong and Howat, who were thoroughly familiar with the proceeding. We find Wein's and Harak's work duplicative of Wong's and Howat's efforts and disallow their time. For the same reasons, we disallow 0.50 hour of Wein's time spent reviewing the intervenor compensation claim.
Clerical tasks	We disallow 1.40 hours[6] spent on some clerical tasks performed by Wong. Clerical work is non-compensable.
Insufficiently documented	On March 16, 2010, Wong records "coordinate Reply Comments". Unfortunately this description is unclear. If it is an attempt to describe coordination of the

[4] Resolution ALJ-247.

[5] D.08-04-010 at 8.

[6] NCLC sometimes combines several clerical and other tasks in one timesheet entry (for example: "edit memo on weatherization protection and distribute to parties" 5/11/10; etc.), in violation of the provisions of Rule 17.4(b). To determine the amount of hours spent on a single task, for the disallowance purposes, we have divided hours by a number of tasks.

charge	comments with other intervenors (TURN, Greenlining Institute, Disability Rights Advocates), we checked their time records and could not find similar entries for that day. We remove 1.00 hours as insufficiently documented.
Final Reductions Reflecting the Level of Contributions, Including Unreasonable Duplication of Effort	To reflect the level of NCLC's contributions, we make disallowances consistent with our past practices. Depending on the level of substantial contributions, we applied different reduction levels. For example, in D.09-09-045, we reduced our award by 20%, for duplication, and by additional 12.5%, for the lack of substantial contribution. See, also D.09-12-039. Here, our task is to adequately compensate a part of NCLC's work that did bring unique analysis and helped to achieve outcomes of the proceeding. To reach a fair award, we forego broader disallowances, and disallow 14% of the non-settlement hours for each participant. (Wong: 18.62 hours; Howat: 6.02 hour)
FedEx charges[7]	NCLC requests $54.05 for FedEx shipment of copies of the NOI to the Docket Office. NCLC explains that the NOI could not be successfully filed electronically because of the PDF conversion problems. We can only compensate a more reasonable amount of $14.95, which was the price of a PDF conversion program recommended for e-filing users in the CPUC electronic filing guide's.[8] We also note that using FedEx instead of the regular mail appears to be unnecessary in this case.

PART IV: OPPOSITIONS AND COMMENTS

A. Opposition: Did any party oppose the claim?	No

B. Comment Period: Was the 30-day comment period waived (*see* Rule 14.6(c)(6)))?	Yes

FINDINGS OF FACT

1. Claimant has made a substantial contribution to Decision (D.)10-07-048 and D.10-12-051.

2. The claimed fees and costs, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.

[7] FedEx receipt was provided as an attachment to NCLC's e-mail received on September 20, 2011 (see, the "Correspondence" file for the proceeding).

[8] http://www.cpuc.ca.gov/PUC/efiling

3. The total of reasonable contribution is $59,236.83.

CONCLUSION OF LAW

1. The claim, with any adjustment set forth above, satisfies all requirements of Public Utilities Code §§ 1801-1812.

ORDER

1. Claimant is awarded $59,236.83.

2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Gas Company, and Southern California Edison Company shall pay National Consumer Law Center their respective shares of the total award. We direct Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Gas Company, and Southern California Edison Company to allocate payment responsibility among them, based on their California-jurisdictional gas and electric revenues for the 2010 calendar year, to reflect the year in which the proceeding was primarily litigated. Payment of the award shall include interest at the rate earned on prime, three-month commercial paper as reported in Federal Reserve Statistical Release H.15, beginning May 10, 1011, the 75th day after the filing of claimant's request, and continuing until full payment is made.

3. The comment period for today's decision is waived.

4. This decision is effective today.

Dated October 20, 2011, at San Francisco, California.

MICHAEL R. PEEVEY
President
TIMOTHY ALAN SIMON
CATHERINE J.K. SANDOVAL
MARK J. FERRON
Commissioners

I abstain.

/s/ MICHEL PETER FLORIO
Commissioner

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D1110042	**Modifies Decision?**	**No**
Contribution Decision(s):	D1007048, D1012051		
Proceeding(s):	R1002005		
Author:	ALJ Ebke		
Payer(s):	Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Gas Company, and Southern California Edison Company		

Intervenor Information

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
National Consumer Law Center	2/24/11	$72,463.93	$59,236.83	No	Adjusted hourly rate, adjusted hours based on the level of substantial contribution, duplication, non-compensable charges (clerical, insufficiently documented and unreasonable costs)

Advocate Information

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Darlene	Wong	Advocate	National Consumer Law Center	$325	2010	$300
Darlene	Wong	Advocate	National Consumer Law Center	$325	2011	$300
John	Howat	Expert	National Consumer Law Center	$235	2011	$235

(END OF APPENDIX)