Decision 12-01-029 January 12, 2012

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company (U 39 M) for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective On January 1, 2011.	Application 09-12-020 (Filed December 21, 2009)
And Related Matter.	Investigation 10-07-027

DECISION GRANTING REQUEST OF AGLET CONSUMER ALLIANCE FOR INTERVENOR COMPENSATION FOR SUBSTANTIAL CONTRIBUTIONS TO DECISION 11-05-018

Claimant: Aglet Consumer Alliance (Aglet)	**For contributions to:** Decision (D.) 11-05-018
Claimed ($): $ 269,610.47	**Awarded ($):** $256,009.63 (5% reduction)
Assigned Commissioner: Michael R. Peevey	**Assigned ALJ:** ALJ Division
Claim Filed:	**June 24, 2011**

PART I: PROCEDURAL ISSUES

A. Brief Description of Decision:	In D.11-05-018 the Commission adopted, with minor modifications, a settlement that resolved all but one issue in the revenue requirement phase of the test year 2011 general rate case of Pacific Gas and Electric Company (PG&E). The settlement resulted in a test year revenue requirement increase of $450 million, which was $615 million less than PG&E's request, and attrition increases of $180 million in 2012 and $185 million in 2013. The remaining contested issue was ratemaking treatment for retired electric and gas meters that are replaced by Smart Meters. The decision authorized PG&E to amortize undepreciated plant over six years, while earning a reduced rate of return.

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	February 19, 2010	Correct
2. Other Specified Date for NOI:		
3. Date NOI Filed:	March 16, 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:	See comment below.	
6. Date of ALJ ruling:		
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:	See comment below.	
10. Date of ALJ ruling:		
11. Based on another CPUC determination (specify):		
12. Has the claimant demonstrated significant financial hardship?		Yes (see, Comment)
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision	D.11-05-018	Correct
14. Date of Issuance of Final Decision:	May 13, 2011	Correct
15. File date of compensation request:	June 24, 2011	Correct
16. Was the request for compensation timely?		Yes

C. Additional Comments on Part I:

#	Claimant	CPUC	Comment
5	Customer status		The Commission has not issued an eligibility ruling in response to Aglet's NOI. Aglet is a Category 3 customer. See p. 2 of the NOI for discussion of Aglet's customer status.
9	Significant financial hardship		The Commission has not issued an eligibility ruling in response to Aglet's NOI. See pp. 3-4 of the NOI for discussion of significant financial hardship. The Commission did not issue a finding of financial hardship for Aglet in another proceeding within one year prior to filing of the instant application.

12		X	Claimant's NOI demonstrated significant financial hardship pursuant to §1802(g).

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. General. Certain general activities are necessary for full participation in the proceeding, but time spent on the activities cannot be fairly assigned to specific issues. The activities include initial review of the application, initial discovery requests, review of initial discovery responses, coordination with other customer interests, review of protests of other parties, initial review of Division of Ratepayer Advocates (DRA) and intervenor testimony, review of PPH transcripts, review of errata to testimony, scheduling, common briefing outline, comparison exhibits and issue summaries, and review of motions and other pleadings,.	See Attachments 2 and 3 for listings and totals of Aglet time spent on general activities.	Yes
2. Scale of Request. Aglet's analysis of the scale of PG&E's revenue requirement requests assisted Aglet in understanding the reasons for the requests, and it led to review of PG&E's claimed commitment to industry leadership, and measurement of customer satisfaction. Aglet's recommendations for related findings of fact were subsumed by the adopted settlement.	See Exhibit Aglet-3, pp. 4-8; Exhibit Aglet-5, pp. 18, 19-30, 40-41, 48-49; Exhibit Aglet-6, pp. 97-101. See Aglet recommended findings of fact in Exhibit Aglet-3, p. 1, bullet points at lines 14 and 16.	Yes
3. Financial Health. Aglet was the only party to analyze PG&E's financial health. The issue was not covered in the adopted settlement. The Commission adopted findings of fact on financial health.	See Exhibit Aglet-3, pp. 8-13; Exhibit Aglet-5, pp. 31-37; Exhibit Aglet-6, pp. 117-130. Aglet recommended specific findings of fact. (Exhibit Aglet-3, p. 1, bullet point at line 18.) See D.11-05-018, pp. 82-83, Findings of Fact 15 and 16.	Yes
4. Economic Impact of Capital Spending. Aglet (and Greenlining and other parties) analyzed PG&E's report on the economic impact of its proposed capital expenditures. Aglet opposed the report's conclusions. Aglet contributed to the settlement, which includes a	See Exhibit Aglet-3, pp. 17-19; Exhibit Aglet-5, p. 44. Aglet recommended a specific finding of fact. (Exhibit Aglet-3, p. 1, bullet point at line 25.)	Yes

provision that PG&E withdraw the disputed testimony.	See D.11-05-018, Attachment 1, p. 1-20, Section 3.12(q).	
5. Productivity, Escalation. Aglet was the only party to recommend that the Commission rescind a previous order that PG&E must include total factor productivity (TFP) studies in general rate cases, and that the Commission make certain productivity adjustments to test year labor expenses. The settlement includes a provision that the Commission eliminate the requirement to prepare TFP studies. In exchange for concessions in other areas, Aglet withdrew its recommendation regarding labor productivity adjustments.	See Exhibit Aglet-3, pp. 50-54; Exhibit Aglet-5, pp. 45-47; Exhibit Aglet-6, pp. 147-149. Aglet recommended specific findings of fact and orders. (Exhibit Aglet-3, p. 3, bullet points at lines 15 and 18.) See D.11-05-018, Attachment 1, p. 1-19, Section 3.12(k). See D.11-05-018, Attachment 1, p. 1-20, Section 3.12(r)(4).	Yes
6. Nuclear Costs. Aglet supported DRA's recommendation to reduce nuclear expenses by $3.5 million. Aglet was the only party to analyze the trend of capital expenditures at Diablo Canyon Power Plant, recommend that PG&E submit a report on spent fuel storage payments, recommend that certain nuclear fuel handling costs be treated as operating expense not capital expenditures, and recommend that critical spares be treated as plant held for future use (PHFU). The $3.5 million nuclear expense reduction is subsumed in a $42 million reduction in Energy Supply revenue requirements adopted in the settlement. The settlement includes provisions that PG&E will submit a report on spent fuel storage payments, and it will treat fuel handling costs as an operating expense not capital expenditures. Aglet withdrew its recommendations regarding sunk benefits for Diablo Canyon capital projects and treatment of critical spares as PHFU.	See Exhibit Aglet-3, pp. 42-50; Exhibit Aglet-5, pp. 87-96; Exhibit Aglet-6, p. 111. Aglet recommended specific findings of fact and orders. (Exhibit Aglet-3, p. 2, bullet points at lines 20 and 21; p. 3, bullet points at lines 1, 6 and 11.) See D.11-05-018, Attachment 1, p. 1-6, Section 3.4.1. See D.11-05-018, Attachment 1, p. 1-7, Section 3.4.2(a); and p. 1-9, Section 3.4.2(h). See D.11-05-018, Attachment 1, p. 1-20, Sections 3.12(r)(2) and 3.12(r)(3).	Yes
7. Information Technology (IT). Aglet analyzed PG&E's requested IT revenue requirements and made several related findings and recommendations. DRA and TURN testimony also addressed IT issues. PG&E requested test year IT expenses of $311 million and test year IT capital expenditures of $287 million; Aglet recommended expenses of $245 million and capital expenditures of $239 million. Aglet recommended that the Commission open an investigation into PG&E's	See Exhibit Aglet-1, specifically recommendations at p. 6, lines 2-9. See also supporting documents in Exhibit Aglet-2. See Exhibit Aglet-1, p. 1, Table 1; p. 6, line 3. See D.11-05-018,	Yes

management of IT spending. Aglet contributed to the settlement, which calls for a minimum $50 million reduction in test year revenue requirement to resolve DRA and intervenor arguments regarding IT costs. In exchange for concessions in other areas, Aglet withdrew its recommendation for an investigation of PG&E's management of IT spending.	Attachment 1, p. 1-14, Section 3.7(a). See D.11-05-018, Attachment 1, p. 1-20, Section 3.12(r)(5).	
8. Customer Care. Aglet analyzed the interaction between Customer Care costs and Smart Meter benefits, and the overall trend of Customer Care costs. Aglet opposed PG&E's position that the Commission should not rely on recorded costs for 2008, 2009 and 2010. Aglet made a substantial contribution to the settlement on this issue. The settlement calls for a minimum test year expense reduction of $137 million.	See Exhibit Aglet-3, pp. 19-22; Exhibit Aglet-5, p. 1. Aglet recommended specific findings of fact. (Exhibit Aglet-3, p. 2, bullet points at lines 1 and 4.) See D.11-05-018, Attachment 1, p. 1-10, Section 3.5.1.	Yes
9. Load Building. Aglet opposed PG&E's request for $7 million of test year expense for load building (customer retention and economic development) activities. Other parties also opposed PG&E's request. Aglet made a substantial contribution to the settlement, which reduces test year revenue requirement by the entire $7 million, and requires PG&E to record a portion of related costs "below the line."	See Exhibit Aglet-3, pp. 27-38; Exhibit Aglet-5, pp. 3-9, 60-72; Exhibit Aglet-6, pp. 73-78. Aglet recommended a specific finding of fact and Commission orders. (Exhibit Aglet-3, p. 2, bullet point at line 10.) See D.11-05-018, Attachment 1, p. 1-10, Section 3.5.1(b).	Yes
10. Uncollectibles. Aglet recommended an uncollectibles factor of 0.2853%, and opposed PG&E's proposal for a rolling average of the uncollectibles factor and a new uncollectibles balancing account. Aglet made a substantial contribution to the settlement, which calls for an uncollectibles factor of 0.3105% for the rate case cycle, without a rolling average or new balancing account.	See Exhibit Aglet-3, pp. 22-27; Exhibit Aglet-5, pp. 54-56; Exhibit Aglet-6, pp. 80, 110, 129. Aglet recommended a specific finding of fact and order. (Exhibit Aglet-3, p. 2, bullet point at line 7.) See D.11-05-018, Attachment 1, p. 1-10, Section 3.5.2(a).	Yes
11. Balancing Accounts. Aglet analyzed incentives created by balancing account ratemaking, and opposed PG&E requests for six new balancing accounts for: customer-driven work; health care costs; renewable energy development; RD&D expense; uncollectibles; and electric emergency recovery. DRA opposed some but not all of the new accounts.	See Exhibit Aglet-3, pp. 54-61; Exhibit Aglet-5, pp. 54-56; Exhibit Aglet-6, pp. 80, 110, 129. Aglet recommended a specific finding of fact and order. (Exhibit Aglet-3, p. 3, bullet	Yes

Aglet made a substantial contribution to the settlement, which specifies that none of the six new accounts will be adopted.	point beginning at line 23.) See D.11-05-018, Attachment 1, p. 1-16, Section 3.10.	
12. Reserve Funds. Aglet was the only party to analyze PG&E's proposed Reserve Fund and Efficiency Fund. Aglet recommended a finding that the funds provide contingency funding of PG&E expenses, and disallowance of fund amounts. As part of the overall compromise of disputed issues, Aglet withdrew its recommendations.	See Exhibit Aglet-3, pp. 14-17; Exhibit Aglet-6, pp. 102-105. Aglet recommended a specific finding of fact and order. (Exhibit Aglet 3, p. 1, bullet point at line 22.) See D.11-05-018, Attachment 1, p. 1-20, Section 3.12(r)(1).	Yes
13. Smart Meters. Aglet agreed with DRA that Smart Meter costs should be removed from this general rate case. Aglet recommended that the Commission order PG&E to file an application for review of the reasonableness of all costs and benefits recorded in PG&E's Smart Meter balancing accounts. TURN also submitted testimony on further Commission review of Smart Meter costs. Aglet made a substantial contribution to the settlement, which calls for an audit of Smart Meter costs to ensure proper booking and allocation of costs and benefits related to the Smart Meter program.	See Exhibit Aglet-3, pp. 18-19, 38-42; Exhibit Aglet-5, pp. 1-2, 57-59; Exhibit Aglet-6, pp. 115-116. Aglet recommended a specific finding of fact and order. (Exhibit Aglet-3, p. 2, bullet point at line 16.) See D.11-05-018, Attachment 1, p. 1-10, Section 3.5.2(b).	Yes
14. Attrition. Aglet analyzed PG&E's showing on attrition, and compared PG&E's request against other cost of living adjustments. Aglet supported DRA's reliance on the CPI-U to calculate attrition adjustments, and added testimony that enhanced and complemented DRA's showing. TURN did not submit attrition testimony. Aglet contributed to the settlement, which authorized fixed dollar amounts for 2012 and 2013 attrition adjustments. The settled amounts are substantially lower than adjustments that would result from PG&E's attrition proposal. See Part III, Section A herein, fifth paragraph, for estimated ratepayer savings. The settlement adopted Aglet's recommendation to limit z-factor adjustments to five specific factors.	See Exhibit Aglet-3, pp. 61-70; Exhibit Aglet-5, pp. 50-53; Exhibit Aglet-6, pp. 100-101. See Exhibit Aglet-3, pp. 67-69 for testimony that specifically enhanced and complemented DRA testimony on use of the CPI-U. Aglet recommended specific findings of fact and orders. (Exhibit Aglet-3, p. 4, bullet points at lines 3 and 8.) See D.11-05-018, Attachment 1, p. 1-17, Sections 3.11. 3.11.1 and 3.11.2. See D.11-05-018, Attachment 1, p. 1-17, Section 3.11.3.	Yes
15. Settlement. Aglet participated actively in negotiation of many provisions of the unopposed settlement, including overall test year revenue requirements and attrition	See Attachment 2, James Weil time records beginning June 8, 2010 and specifically the	Yes

adjustments. The settlement is a compromise of strongly held views, and Aglet conceded certain of its positions in order to reach agreement with PG&E and other settling parties. The Commission should not require that the settlement adopt all of Aglet's recommendations or that Aglet prevail on every issue for which it seeks compensation. The settlement is reasonable in light of the whole record, and Aglet's compensation request is reasonable in light of the whole record. The Commission adopted the settlement with minor revisions.	period from August 3 through October 15, 2010. See also Additional Comment in Part II, Section C herein, regarding Section B.d, Aglet's role in coordinating the settlement process. See D.11-05-018, pp. 79-84, Findings of Fact 1-7, 17-18; p. 86, Conclusions of Law 1-2; pp. 88-101, Ordering Paragraph 1 and following orders that implement the settlement.	
16. <u>Return on Meters.</u> Aglet submitted a reply brief on the one issue not resolved by the settlement. PG&E sought a full rate of return on retired meters. Aglet supported the position of TURN that retired meters replaced by Smart Meters should not earn a rate of return. Aglet argued that retired meters are not used and useful, PG&E's reliance on group depreciation rules was misplaced, and PG&E was asking the Commission for a rate of return on two meters for every customer. The Commission adopted a compromise, allowing PG&E to amortize retired meter capital costs over six years, while earning a reduced rate of return. Aglet made a substantial contribution to the Commission's deliberations. In discussion of fairness to ratepayers, the decision states, "As Aglet argued, 'PG&E is asking the Commission to approve a rate of return on two meters for every customer.'" plus a footnote citing Aglet's reply brief. The Commission also criticized PG&E's reliance on group depreciation rules. The decision suggests that Aglet's concern about application of group depreciation rules to retired meters can be explored in PG&E's next general rate case.	See Aglet reply brief, filed November 15, 2010. See D.11-05-018, p. 100, Ordering Paragraph 45. See D.11-05-018, discussion at pp. 62-63, and discussion in Section 5.6.6 at pp. 63-64. See D.11-05-018, discussion at p. 71.	Yes
17. <u>Levelization.</u> The Proposed Decision of ALJ Fukutome calculated retired meter revenue requirements using a levelization method. Aglet opposed this method because it would allow PG&E to earn a rate of return on deferred revenue requirements. The Commission did not adopt Aglet's recommendation. Aglet voluntarily excludes associated hours from this compensation request. See Attachment 2, p. 15, Issue #17.	See Proposed Decision of ALJ Fukutome, discussion at pp. 69-71. See Opening Comments of Aglet Consumer Alliance, March 14, 2011, pp. 5-7. See D.11-05-018, discussion at pp. 78-79.	Yes

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

	Claimant	CPUC Verified
a. Was DRA a party to the proceeding?	Yes	Correct
b. Were there other parties to the proceeding?	Yes	Correct
c. If so, provide names of other parties: The Utility Reform Network (TURN); fourteen other parties that signed the settlement (see D.11-05-018, Attachment 1, p. 1-1, settlement title page); and parties that did not sign but did not oppose the settlement (City and County of San Francisco, Greenlining, San Diego Gas & Electric Company, Southern California Edison Company).		Yes
d. Claimant's description of how Claimant coordinated with DRA and other parties to avoid duplication or how Claimant's participation supplemented, complemented, or contributed to that of another party: See Attachment 2, Time and Cost Records of James Weil, for coordination activities by Aglet with DRA and TURN, specifically on November 13, 2009, December 29, 2009, January 6, 2010, February 11, 2010, and March 5, 2010. As a result of coordination with those parties: (a) Aglet testimony addressed attrition and TURN testimony did not; (b) Aglet testimony addressed financial health, and DRA and TURN testimony did not; (c) Aglet testimony addressed the economic impacts of capital spending and DRA testimony did not; and (d) Aglet testimony addressed nuclear generation issues that DRA did not. Aglet also coordinated its showing on load building with Modesto and Merced Irrigation Districts. During settlement activities, Aglet coordinated extensively with all of the settling parties. In another proceeding the Commission stated, "Regarding contributions by other parties, we agree with Aglet that in a proceeding involving multiple participants, it is virtually impossible to completely avoid some duplication of the work of other parties. Aglet states that it took all reasonable steps to keep duplication to a minimum and to ensure that its work served to supplement, complement, or contribute to the showing[s] of the other very active parties in this proceeding, DRA and TURN. … We find that Aglet has reasonably avoided duplication of the work of other participants." (D.08-12-018, pp. 7-8.) Aglet has again taken reasonable steps to keep duplication to a minimum in this proceeding.		Yes

C. Additional Comments on Part II:

#	Claimant	CPUC	Comment
A	Issue nos.		See Attachment 2, Time and Cost Records of James Weil, p. 15, for listing of the 17 substantive issues in which Aglet participated, along with Weil's professional hours recorded or allocated to each issue. Aglet's daily time records categorize time spent in evidentiary hearings, some hearing preparation, and review of hearing transcripts as "All Aglet Issues" because minute-by-minute recording of hearing-related time by issue was

			impractical. Aglet then allocated proportionally the "All Aglet Issues" hours to substantive issues #2 through #14, which were the issues in Aglet's testimony. See also Attachment 3, Time Records of Jan Reid, p. 2, for listing of Reid's time spent on four of the same 17 issues.
B.d	Aglet role in settlement		Aglet took a lead role in coordinating intervenor participation in the settlement and organizing and drafting settlement provisions on behalf of all settling parties other than PG&E. Aglet coordinated the informal procedural schedule and maintained document control for DRA, TURN, Aglet and other non-utility parties. Aglet contributed extensively to the drafting of settlement provisions and the motion for adoption of the settlement. (Aglet believes that this explanation does not contravene Rule 12.6 of the Commission's Rules of Practice and Procedure regarding confidentiality of settlement discussions.)

PART III: REASONABLENESS OF REQUESTED

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

Explanation by Claimant as to how the cost of Claimant's participation bore a reasonable relationship with benefits realized through participation	CPUC Verified
The settlement and other provisions of D.11-05-018 will result in test year 2011 ratepayer savings of $615 million relative to PG&E's request. (D.11-05-018, Attachment 3, p. 1, line 1, column (H).) Attrition year 2012 savings will be approximately $95.7 million, and attrition year 2013 savings will be approximately $158.7 million. (Compare PG&E requested $275.7 million in 2012, Exhibit Aglet-3, p. 62, line 12, against settled $180 million; and requested $343.7 million in 2013 against settled $185 million.) Over the three year rate case cycle, total ratepayer savings might exceed $2.1 billion. ($615 million for three years, $95.7 million for two years, and $158.7 million for one year.) Giving Aglet credit for any reasonable share of these savings, the ratepayer benefits due to Aglet's participation will greatly exceed Aglet's compensation claim. Looking specifically at issues of interest to Aglet, the settlement explicitly reduces PG&E's test year 2012 revenue requirement by $7 million, which is PG&E's entire request for customer retention and economic development programs. (D.11-05-018, Attachment 1, p. 1-10, Section 3.5.1(b).) The reduction will endure for the three year rate case cycle. DRA, Aglet, Modesto and Merced Irrigation Districts, and other parties opposed the request. Aglet deserves partial credit for this reduction. The settlement requires that PG&E will treat Diablo Canyon Power Plant labor costs associated with spent fuel removal, drying, loading and encapsulation as operating expense, not capital expenditures. (D.11-05-018, Attachment 3, p. 1-7, Section 3.4.2(a).) The 2011 amount at stake was $11.7 million. (Exhibit Aglet-3, p. 49, line 13.) Aglet was the only party to address this issue. Treating these costs as expense rather than capital will save ratepayers approximately $1.8 million, before consideration of the time value of money. ($11.7 million x 8.79% authorized rate of	With the reductions and adjustments set forth in this decision, the requested amount is reasonable.

return x 1.8 net-to-gross multiplier.) This benefit is due solely to Aglet's participation. The settlement will save ratepayers a minimum of $50 million in IT revenue requirements in test year 2011. (D.11-05-018, Attachment 1, p. 1-14, Section 3.7(a).) The savings will endure for three years. The settlement explicitly mentions intervenor arguments regarding IT costs. DRA, TURN and Aglet were the intervenors that submitted testimony on IT costs. Aglet deserves a share of the credit for IT cost savings. As shown in the first paragraph in this section, the settlement will save ratepayers approximately $95.7 million in attrition year 2012 and approximately $158.7 million in attrition year 2013. Total attrition savings for ratepayers will be roughly $350 million. ($95.7 million for two years, $158.7 million for one year.) DRA and Aglet were the only parties to provide detailed testimony on attrition. Aglet's contribution to the settlement of attrition issues will save ratepayers many millions of dollars.	

B. Specific Claim:

CLAIMED						CPUC AWARD			
EXPERT FEES									
Item	**Year**	**Hours**	**Rate**	**Basis for Rate**	**Total $**	**Year**	**Hours**	**Rate**	**Total $**
James Weil	2009	6.2	$300	D.09-05-013	$1,860	2009	6.20	$300	$1,860
	2010	724.4	$300	D.11-05-043	$217,320	2010	716.0	$300	$214.800
	2011	35.1	$300	D.11-05-043	$10,530	2011	35.10	$300	$10,530
Jan Reid	2010	148.8	$185	D.10-10-015	$27,528	2010	138.7	$185	$25,659.50
	2011	1.9	$185	D.10-10-015	$351.50	2011	1.90	$185	$351.50
				Subtotal:	$257,589.50			***Subtotal:***	***$253,201.00***
OTHER FEES (Travel) **									
Item	**Year**	**Hours**	**Rate**	**Basis for Rate**	**Total $**	**Year**	**Hours**	**Rate**	**Total $**
James Weil	2010	42.8	150	D.11-05-043	$6,420	2010	0.00		0.00
James Weil	2011	3.1	150	D.11-05-043	$465	2011	0.00		0.00
				Subtotal:	$6,885			Subtotal:	***0.00***
INTERVENOR COMPENSATION CLAIM PREPARATION **									
Item	**Year**	**Hours**	**Rate**	**Basis for Rate**	**Total $**	**Year**	**Hours**	**Rate**	**Total $**
James Weil	2010	2.0	$150	D.11-05-043	$300	2010	1.50	$150	$225.00
James Weil	2011	18.2	$150	D.11-05-043	$2,730	2011	11.00	$150	$1,650.00

Jan Reid	2011	1.8	$92.50	D.10-10-015	$166.50	2011	1.50	$92.50	$138.75
				Subtotal:	$3,196.50			***Subtotal:***	$2,013.75

COSTS					
#	**Item**	**Detail**	**Amount**	**Amount**	
1	Postage	Postage, overnight delivery	$100.79		$100.79
2	Copies	Commercial copies, $255.54; Aglet copies, 697 at 8 cents, $60.40; Aglet copies, 2,577 at 10 cents, $257.70; Aglet copies, 795 at 11 cents, $87.45	$661.09		$661.09
3	FAX	33 pages at $1.00	$33.00		$33.00
4	James Weil travel costs	Bridge tolls: $96.00; Parking, San Francisco: $252.00; Vehicle mileage: 2009: 110 miles at 55 cents, $60.50; 2010: 1,361 miles at 50 cents, $680.50; 2011: 109 miles at 51 cents, $55.59	$1,144.59		
		Subtotal:	$1,939.47	***Subtotal:***	**$794.88**
		TOTAL REQUEST $:	$269,610.47	**TOTAL AWARD $:**	**$256,009.63**

* 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. Additional Comments on Part III:

Claimant	CPUC	Description/Comment
X		Comment: Aglet recognizes that preparation of this compensation request took more the usual number of hours. However, the increased hours are reasonable considering the scope of the proceeding, the extent of Aglet's participation, and the number of issues in which Aglet participated. Attachment 2, the spreadsheet of time records for James Weil, is 15 pages long. In Part II, Section A of this request, Aglet lists 17 issues. Aglet's time spent on the compensation request includes time to review D.11-05-018. The narrative portion of the decision is more than 100 pages long.

D. CPUC Comments, Disallowances & Adjustments:

Item	Comments, Disallowances, Adjustments
Travel	The Commission awards fees and expenses for reasonable travel time but disallows compensation for time and expenses incurred during "routine travel". In D.10-11-032, the Commission further defined "routine travel" as travel that occurs with a one-way travel distance of 120 miles or less for attorneys, consultants and other experts participating in Commission matters. Travel time and expenses occurring within this parameter is considered to be "routine" in nature and non-compensable. All of Aglet's travel hours and expenses pertain to the routine travels. We disallow travel hours and costs requested by Weil, as follows: in 2010: 42.80; in 2011: 3.10; and $1,144.59 in the related costs.
Public Participation Hearing	Attendance at and preparation for, a public participation hearing is non-compensable.[1] We disallow 0.40 hour requested for Weil's attendance on June 2, 2010, at the public participation hearing in Santa Rosa.
Internal Duplication of Efforts: Inefficiency	Information Technology Issue. Reid devoted to this issue142 out of 150.70 hours of work, and was Aglet's main contributor on these matters. Weil allocated to the information technology 30.60 out of 769.60 hours of work. 21.40 of these issue-specific hours were spent on the activities involving elements duplicative of the work performed by Reid. Among these activities there were discussions of the discovery matters, discovery preparation and reviewing, discussions of the information technology subjects, etc. (see, Weil's time records from February through June, 2010). Of the 21.40 hours, we allow 8.40 hours spent on the hearing preparation and initial discovery, and additional 5.00 hours, to reflect communications between Weil and Reid necessary to prepare consistent documents and argument. We disallow the remaining 8.0 hours of Weil's hours in 2010, and the same amount of hours for Reid, to address unnecessary duplication of the effort. Settlement. Weil engaged actively in the settlement work that took 213.40 hours out of 769.50 hours of his time. Aglet describes its role in the settlement negotiations and drafting of the settlement documents as a "lead role" (Part II(C)(B)(d)). Reid's settlement work (2.10 hours in 2010) involved discussions with Weil. We disallow these hours as duplicative of Weil's participation and unnecessary for Aglet's substantial contributions to the settlement.

[1] See, for example, D.11-06-034 at 9.

Intervenor Compensation Claim Preparation	Aglet's claim contains a concise and well supported analysis of its substantial contributions, clear time records complying with the CPUC's requirements, and allocation of the hours by issues. However, we find that spending 22 hours on the claim that embraces a work of two experts during less than 1.5 years towards one decision is excessive (compare to the Greenlining's intervenor compensation time claim of 9.90 hours for the work of several people in this proceeding). To reflect more reasonable time limits for these matters, we reduce the requested hours by 8 hours, as follows: 0.5 hours in 2010 (work on the NOI), and 7.20 hours (Weil) and 0.3 hours (Reid) in 2011.

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.) 11-05-018.

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.

3. The total of reasonable contribution is $256,009.63.

CONCLUSION OF LAW

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

ORDER

1. Claimant is awarded $256,009.63.
2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company shall pay claimant the total award. 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 September 7, 2011, 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 January 12, 2012, at San Francisco, California.

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

I abstain.

/s/ MICHEL PETER FLORIO
Commissioner

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D1201029	**Modifies Decision?**	No
Contribution Decision(s):	D1105018		
Proceedings:	A0912020, I1007027		
Author:	ALJ Division		
Payer(s):	Pacific Gas and Electric Company		

Intervenor Information

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Aglet Consumer Alliance	6/24/11	$269,610.47	$256,009.63	No	Non-compensable costs (routine travel); inefficient effort; excessive hours

Advocate Information

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
James	Weil	Expert	Aglet Consumer Alliance	$300	2009	$300
James	Weil	Expert	Aglet Consumer Alliance	$300	2010	$300
James	Weil	Expert	Aglet Consumer Alliance	$300	2011	$300
Jan	Reid	Expert	Aglet Consumer Alliance	$185	2010	$185
Jan	Reid	Expert	Aglet Consumer Alliance	$185	2011	$185

(END OF APPENDIX)