

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE
STATE OF CALIFORNIA



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ADMINISTRATIVE LAW JUDGE JASON JUNGREIS, presiding

)	PREHEARING
)	CONFERENCE
)	
)	
Solar Forward and Mathis Brothers)	
Furniture,)	
)	
Complainants,)	Complaint
vs.)	20-10-020
)	
Southern California Edison Company)	
(U338E),)	
)	
Defendant.)	
)	
)	

REPORTER'S TRANSCRIPT
Telephonic Proceeding
January 14, 2021
Pages 1 - 38
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Reported by: Rebekah L. DeRosa, CSR No. 8708

TELEPHONIC PROCEEDING

JANUARY 14, 2021 - 1:03 P.M.

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ADMINISTRATIVE LAW JUDGE JUNGREIS: On
the record.

So we are on the record. Good
afternoon. It is January 14th, 2021 at
approximately 1:00 p.m., and this is the
prehearing conference in the matter of
Complaint 20-10-020. This matter may be
generally identified as a proceeding brought
by complainants, Solar Forward and Mathis
Brothers Furniture, and I may refer to them
as complainants or as Solar Forward, against
defendant, Southern California Edison
Company, and I may refer to that party as
defendant or SCE.

In very brief, I'll refer to it as a
complaint in which Solar Forward is seeking
SCE to approve a certain form of solar
facility interconnection equipment to connect
a solar facility to the electrical grid.
This prehearing conference is conducted under
California Code of Regulations Rule 7.2.

I'm Administrative Law Judge
Jungreis. This is an adjudicatory complaint
proceeding, so I am also the presiding
hearing officer. Commissioner Guzman Aceves

1 is the assigned commissioner's office.

2 This hearing is being conducted with
3 all parties attending by telephone, and
4 please know that this proceeding is being
5 recorded in a transcript by the court
6 reporter; therefore, for purposes of ensuring
7 a complete and clear record, parties are
8 advised to wait for me to direct traffic in
9 the PHC, and for everyone else to stop
10 speaking before they begin, and I will
11 provide each side full opportunity to be
12 heard on each subject.

13 So would complainants, Solar Forward
14 and Mathis Brothers Furniture, please
15 introduce themselves on the record?

16 MR. SMITH: I guess -- who's first?

17 ALJ JUNGREIS: Sorry? So --

18 MR. SMITH: Mark Smith for Solar
19 Forward and Mathis Brothers.

20 ALJ JUNGREIS: All right. I apologize.
21 I spoke over you. Let me make sure not to do
22 that again, and -- and to ask you to
23 introduce yourself again.

24 MR. SMITH: This is Mark Smith
25 representing Solar Forward and Mathis
26 Brothers.

27 ALJ JUNGREIS: Okay. And Mr. Smith,
28 can I ask you, what is your position or your

1 title?

2 MR. SMITH: I am CEO of Solar Forward.

3 ALJ JUNGREIS: Just to follow up one
4 further question, do you have a position or a
5 title with Mathis Brothers Furniture?

6 MR. SMITH: I do not.

7 ALJ JUNGREIS: Okay. Thank you for
8 that.

9 And SCE, would you please introduce
10 yourself on the record?

11 MS. CARRENO: Good afternoon, your
12 Honor. This is Ainsley Carreno. I'm an
13 attorney representing Southern California
14 Edison. And I --

15 ALJ JUNGREIS: Thank you.

16 MS. CARRENO: -- believe we also -- I'm
17 sorry, your Honor. Should I introduce the
18 other folks who are on the phone?

19 ALJ JUNGREIS: Sure, if you'd like;
20 please do.

21 MS. CARRENO: I believe we also have
22 today Anna Valdborg, who's also an attorney
23 representing Southern California Edison, Anna
24 Wojtyna-Machon, who is a paralegal assisting
25 with this matter, and I believe we may also
26 have George Chacon, who is a senior manager
27 in engineering, and Steven Martinez, who's
28 also an engineer.

1 ALJ JUNGREIS: All right. Well, thank
2 you for -- very much for that.

3 I want to just reiterate that the
4 main purpose of today's prehearing conference
5 may be generally stated as the gathering of
6 information and consideration as to how to
7 proceed and to set out a schedule. I may ask
8 the parties a number of questions to help me
9 understand the nature of the facts underlying
10 the complaint and the answer. Please know
11 there will be not -- there will not be any
12 final rulings today regarding the scope,
13 schedule, category or the need for hearings.
14 Subsequently, there will be a scoping memo
15 issued that will finalize these questions
16 with regard to the issues and the schedule,
17 as well as other procedural matters.

18 Now, the first item on the agenda is
19 the service list for this proceeding. At
20 present, there are three parties involved in
21 this action. They are presently on the
22 service -- service list, and will remain
23 there as parties.

24 Mr. Smith, I have a question for
25 you. On the service list, which I am looking
26 at, it indicates that you are CEO of Mathis
27 Brothers Furniture. I'm not quite sure how
28 that information got onto the service list,

1 but I will ask you to contact the
2 Commission's Docket Office to correct the
3 service list in that regard.

4 MR. SMITH: Okay.

5 ALJ JUNGREIS: The -- very good. This
6 PHC is publicly posted on the Commission's
7 daily calendar; therefore, other persons have
8 notice and opportunity as well as a possible
9 right to seek to become parties.

10 So I ask now: Is there any person
11 or entity representative present who is not
12 already a party, and who seeks to become a
13 party in this matter?

14 (No response.)

15 ALJ JUNGREIS: All right. Hearing
16 none, the service list will remain as it is
17 but for the correction that Mr. Smith will
18 make regarding his relationship to Mathis
19 Brothers. Also, there are those listed on
20 the service list as information-only, and
21 they will remain on the service list as such.

22 As a reminder, anyone who wants to
23 be added to the service list in the state
24 service category or the information-only
25 category may do so by sending an email to the
26 Commission's Process Office. On the other
27 hand, anyone who wants to be added to the
28 service list as a party will need to submit a

1 motion in accordance with Rule 1.4 of the
2 Commission's Rules of Practice and Procedure.
3 I will assume that there are no questions
4 regarding the service list. We will now
5 proceed to the next subject area.

6 The next item on today's agenda is
7 the category of this proceeding. Regarding
8 category, this proceeding is a complaint, and
9 therefore, the proceeding is categorized as
10 adjudicatory, and the appropriate Public
11 Utility Code statutes and the appropriate
12 Rules of Practice and Procedure for
13 adjudicatory proceedings will apply.

14 The next item on the agenda is the
15 handling of this proceeding. I'll begin our
16 discussion by noting that I have read the
17 complaint of Solar Forward and Mathis
18 Brothers. I have read the answer of SCE, and
19 I have reviewed the motion to dismiss the
20 complaint that has been filed by SCE. I also
21 note that SCE has filed a motion for leave to
22 file under seal. Now, we need not reach a
23 conclusion as to the merits of that motion
24 today in order to be cognizant not to discuss
25 the subject matter of that motion, which
26 generally speaking concerns the agreement
27 between the parties concerning an aspect of
28 their dispute. So let us keep that in mind

1 so that we do not stray accidentally into the
2 territory of the motion to seal; and that
3 applies to me, as well as to the parties.

4 I want to now note that there has
5 been no opposition filed to SCE's motion to
6 dismiss the complaint, the time for which,
7 under Rule 11.1(e) ran on January 5th, 15
8 days after the filing of the December 21st
9 motion.

10 I've also requested and timely
11 received a joint statement from the parties,
12 and please know I appreciate that
13 information.

14 I will initiate discussion for -- by
15 providing this summary of my understanding of
16 the purpose of the complaint: In brief,
17 Solar Forward is a solar developer on a
18 project in which it contracted to install and
19 did install a 780-kilowatt solar system on a
20 building operated by Mathis Brothers
21 Furniture, which is a commercial retailer.
22 Solar Forward and Mathis Brothers are seeking
23 three things.

24 The first is that Solar Forward
25 seeks to require SCE's approval of the
26 interconnection equipment that is installed
27 as it presently exists, asserting that the
28 project's solar AC disconnect equipment's

1 installation was pre-approved by SCE through
2 Solar Forward's communication with an SCE
3 engineer.

4 Two, that Solar Forward seeks an
5 immediate and complete permit to occupy, or
6 PTO, from SCE, without any additional steps
7 or preconditions.

8 Three, Solar Forward seeks -- and
9 here, I -- I have to say, I'm a little
10 unclear on Solar Forward's relationship with
11 Mathis Brothers Furniture. Solar Forward is
12 seeking, presumably on behalf of Mathis
13 Brothers Furniture, net energy metering, or
14 NEM, credits dating back to the time of the
15 completion of the project.

16 To my further understanding, SCE is
17 asserting the following:

18 First, that it did not provide Solar
19 Forward with any approval to install the
20 disconnect equipment.

21 Second, that the equipment at issue
22 in this project does not, by itself, meet the
23 requirements of the Commission's SCE Rule 21
24 Tariff.

25 And that three, or third, that the
26 parties, after the filing of the complaint,
27 settled upon a satisfactory agreement
28 regarding equipment.

1 Fourth, that because of the parties'
2 settlement agreement, the complaint's
3 assertions regarding equipment is moot.

4 And fifth, that the complaint is
5 brought solely by Solar Forward, and
6 that Solar Forward does not have standing to
7 complain in any regard concerning N-E-M
8 credits, or NEM credits.

9 Now, while we should all recognize
10 this is a mere summation, and there will be
11 plenty of opportunity to elaborate later, I
12 want to know if I've misstated anything so
13 far.

14 Solar Forward, in your view, is this
15 general summation accurate?

16 MR. SMITH: Yes, it is, your Honor.

17 ALJ JUNGREIS: Thank you. SCE, in your
18 view, is this general summation accurate?

19 MS. CARRENO: I just wanted to make one
20 minor clarification, your Honor, that we
21 understand that Mr. Smith and Solar Forward
22 have some issues they wanted to raise, and --
23 and I don't want to represent that the
24 agreement between the parties was necessarily
25 a settlement of all of the issues raised by
26 Solar Forward. So my understanding, it was
27 just a settlement to address the -- the
28 technical concerns and to provide the project

1 with conditional PTO to allow it to start
2 receiving that NEM credit. So I just didn't
3 want to misrepresent that.

4 And the only other point I would
5 make is that as to Mathis Brothers, we also
6 believe they would not be entitled to the NEM
7 credit, given that the project, in SCE's
8 opinion, did not have permission to operate
9 prior to November of 2020.

10 ALJ JUNGREIS: Okay. Thank you for
11 those additions. I appreciate that
12 additional information. We will have
13 opportunity to discuss the implications of --
14 of your statements as -- as we proceed.

15 By the way, if someone is typing
16 loudly, just know that that is heard, as
17 loudly as your typing is.

18 So I'm going to now ask a few
19 questions. My first question is: What is
20 the voltage of this project?

21 MR. SMITH: The voltage is 480 volts,
22 your Honor.

23 ALJ JUNGREIS: All right. Thank you.
24 SCE, do you have any reason to dispute that?

25 MS. CARRENO: I believe that's correct,
26 your Honor. I'm -- I'm trying to just
27 confirm with the engineering folks on the
28 call. But, I -- I believe that's correct.

1 MR. SMITH: The voltage is exactly 277
2 from line to neutral. Line to line voltage
3 is 480.

4 ALJ JUNGREIS: And to be clear, for the
5 record, that was Mr. -- Mr. Smith speaking
6 just now?

7 MR. SMITH: Yeah. Yeah. I'm sorry,
8 your Honor. Yes, Mr. Smith.

9 ALJ JUNGREIS: Okay. Thank you. Okay.
10 So again, mindful that we don't have to get
11 into the details here, what is the status of
12 the disputed solution -- or rather -- excuse
13 me. I misspoke.

14 What is the status of the dispute
15 solution regarding the disconnect equipment
16 at issue? And I ask this in particular
17 noting that the joint statement refers to a
18 new proposed solution and extension of the
19 deadline to July 1st, 2021 to effectuate that
20 solution.

21 So Solar Forward, I will ask you to
22 go first. What is your response?

23 MR. SMITH: Well, your Honor, we have
24 installed a indicator in addition to the
25 other indicators that are already part of the
26 equipment that was installed, and this
27 indicator is a -- is a UL listed LED light
28 that is no different than any other light

1 that is installed in your home or in any
2 electronic equipment, and it is certified to
3 provide visual evidence, visual indication,
4 that separation has been made by a switch,
5 and the switch is now in the off position.
6 This visual --

7 ALJ JUNGREIS: So let me -- I'm going
8 to jump in, Mr. Smith, because I -- I
9 appreciate the details, and I actually
10 personally really enjoy understanding
11 details; but, in this case, I kind of want to
12 keep it, in -- in particularly mindful of
13 SCE's motion to seal, I want to keep it sort
14 of at a higher level.

15 So I'm just curious, the -- to
16 understand -- in fact, I feel like I need to
17 understand.

18 Do you -- do you believe that Solar
19 Forward believes that there is an existing
20 solution that the parties have agreed to, or
21 is it your understanding that the parties
22 have not yet absolutely finalized the
23 technical solution?

24 MR. SMITH: That is the latter, your
25 Honor. They have not finalized the technical
26 solution that this is not a -- in the eyes of
27 SoCal Edison, I've been unable to find common
28 ground. But --

1 ALJ JUNGREIS: Okay. That's -- that's
2 necessary for me to hear to understand
3 whether or not there is, in effect, still a
4 live ball with regard to the technical
5 solution.

6 So I'm going to ask the same
7 question of SCE. SCE, what is your response
8 as to whether or not the parties have, in
9 fact, come to an agreement on a proposed
10 solution?

11 MS. CARRENO: Thank you, your Honor.
12 So I understand that the parties did agree on
13 a proposed solution, and that was proposed by
14 Mr. Smith, and then memorialized in a letter
15 of agreement dated November 2nd, 2020. And
16 that's Exhibit 3 to our answer to the
17 complaint. My -- I understand that
18 subsequent to that, Mr. Smith reached out and
19 was seeking to perhaps change the terms of
20 that, including requesting an extension on
21 the date by which that would be completed,
22 which SCE agreed to. But, I think, aside
23 from that, that the terms of that letter of
24 agreement, which both Solar Forward and
25 Mathis Brothers signed, are still in place.

26 ALJ JUNGREIS: Interesting. Okay.
27 Thank you. And I apologize. Sometimes I
28 will pause in order to make notes myself as

1 to what's been said. And now, of course, I
2 have to read ahead on my own notes to see
3 whether or not what I've just heard changes
4 my understanding and whether or not I have to
5 continue to probe on this issue. Let me just
6 make a note.

7 MS. VALDBERG: Your Honor, I apologize
8 for interrupting. My name is Anna Valdborg.
9 I'm the other attorney for Southern
10 California Edison. I had some technical
11 troubles. I joined late. I don't mean to
12 interrupt, but I also do not want to not go
13 on record as having been here, in case you
14 have a particular question. I just want to
15 make sure that I disclose that I'm listening
16 and I'm present.

17 ALJ JUNGREIS: Thank you for letting us
18 know that. Ms. Carreno has -- has let us
19 know that you would be attending; but, good
20 of you to let me know, so that there's no
21 confusion.

22 So my next area of inquiry has to do
23 with the NEM credits, and I'm still
24 struggling to understand whether or not, in
25 effect, the parties have -- I'm going to put
26 this in air quotes, settled the issue of the
27 equipment or not and the implication that
28 that might have, or lack of implication that

1 might have, on the issue of the NEM credits.

2 So I want to go back and make sure I
3 understand a couple of basic things, and
4 here, I'm going to ask SCE to speak first.
5 Is it -- well, let me not -- let me not ask a
6 two-pointed question. Let me make it a
7 broader question.

8 SCE, what is your position with
9 regard to the status of the NEM credit
10 dispute?

11 MS. CARRENO: So, your Honor, when we
12 reached this agreement that's memorialized in
13 the November 2020 letter of agreement, the --
14 the purpose of that letter was that Solar
15 Forward and Mathis Brothers agreed to this
16 technical solution, and on the basis of that
17 agreement, the project received conditional
18 PTO as of, I believe, November 10th, 2020.
19 So the project will be eligible for -- to
20 start receiving NEM credits on that date,
21 when -- when the project has written
22 permission to operate, as is required by
23 Rule 21. And the dispute, I believe, is
24 whether the project is entitled to
25 retroactively receive NEM credit from prior
26 to that. I -- I -- my understanding now is
27 that the project was turned on, I believe,
28 sometime in January of 2020 without having

1 received written permission to operate. So
2 I -- I think the period in dispute is between
3 January 2020 and November of 2020.

4 ALJ JUNGREIS: Okay. That's very
5 helpful. You -- you've helped narrow down a
6 question I had, which is whether or not, as
7 we now sit here and in January of 2021,
8 there's still an issue -- rather, there's
9 still an ongoing issue of NEM credits, for
10 instance, for this month.

11 So, to restate, would it be the
12 parties' agreement that, in effect, NEM
13 credit issue solely is an issue from
14 January 2020 to November of 2020, and that
15 subsequently, this issue of NEM credits has
16 now been resolved?

17 SCE, could -- is that a fair
18 restatement of your position?

19 MS. CARRENO: Yes. I believe that's
20 correct, your Honor. I'm -- I'm not certain
21 if the billing has actually kicked in. I --
22 I -- that's something I would have to follow
23 up on. But, I -- they -- they will be
24 entitled to receive that credit starting in
25 November.

26 ALJ JUNGREIS: Okay. Very good. And
27 Solar Forward, I will ask you, if you
28 hopefully were able to follow that, if that

1 is also your understanding, that NEM credits,
2 in effect, have begun rolling in as of
3 sometime in November of 2020.

4 MR. SMITH: Based on the -- this is
5 Mark Smith. Based on the letter that's in
6 discussion, that would appear to be so. I
7 have no evidence and I have no billing to
8 reflect that that's actually happened.

9 ALJ JUNGREIS: Okay. Fair enough.
10 Thank you for your response.

11 While still on the subject of NEM
12 credits, I'm curious -- and -- and here, I'm
13 not expecting parties to necessarily agree,
14 but I -- I do want to see if I can wrap my
15 arms around the magnitude of this dispute.

16 Approximately what are the stakes,
17 what are the dollar value stakes that we're
18 talking about for the NEM credits from
19 January through November of 2020? Again, I'm
20 just looking for like orders of magnitude
21 here.

22 Solar Forward, what is your
23 understanding of the -- the relative
24 magnitude of the value of those NEM credits?

25 MR. SMITH: It's in the thousands of
26 dollars range. It's not \$100,000, but
27 it's -- without having the math and the meter
28 and having it calculated by Southern

1 California Edison, I can't actually know that
2 number; but, it is an amount of which the
3 solar system would have turned the meter
4 backwards, so to speak, and pushed the energy
5 out into the grid, where it then gets resold.
6 So there's an absolute value to that energy.

7 ALJ JUNGREIS: All right. Thank you.
8 And SCE, can I get your response to this
9 question?

10 MS. CARRENO: I am not sure, your
11 Honor.

12 ALJ JUNGREIS: Okay. That --

13 MS. CARRENO: And I --

14 ALJ JUNGREIS: That -- that --

15 MS. CARRENO: I believe we -- I'm
16 sorry. I didn't mean to speak over you.

17 ALJ JUNGREIS: Go ahead.

18 MS. CARRENO: I believe we may require
19 some information from the customer in order
20 to determine that, based on just my
21 preliminary research; but, I -- I'm not
22 certain.

23 ALJ JUNGREIS: Right. And I'm --
24 (Crosstalk.)

25 ALJ JUNGREIS: -- sorry -- sorry if I
26 spoke over you. I'm going to -- I'm going to
27 take control for a moment.

28 Sorry if I spoke over you, but I --

1 I want to make it clear, if you don't know an
2 answer, you don't know, and that's fine.
3 Better to say you don't know than to
4 speculate. And if you need additional
5 information to figure that out, so be it.

6 Let me ask a follow-up of SCE. Does
7 SCE believe that, in some way or other,
8 potentially given additional information that
9 it will obtain through the -- through Mathis
10 Brothers or -- or Solar Forward, SCE would be
11 able to calculate that amount?

12 MS. CARRENO: I believe that is
13 correct, your Honor, but I -- I would want
14 the opportunity to just confirm.

15 ALJ JUNGREIS: Okay. And now, on the
16 sense of it back to Solar Forward, do you,
17 Mr. Smith, have an understanding as to what
18 you will need and whether or not you'll be
19 able to obtain what you need in order to
20 calculate that dollar value?

21 MR. SMITH: Your Honor, I'm -- since
22 I've been doing solar systems for about
23 20 years, I'm intimately familiar with the
24 NEM process and how a -- a meter works, an
25 SCE meter. Mathis Brothers cannot provide
26 that information, other than reading the
27 meter, which Southern California Edison can
28 do. This is -- this -- the computation of

1 the NEM credits falls solely in the lap of
2 Southern California Edison. Mathis Brothers
3 is not entitled to determine the amount of
4 that -- of those monies, because the
5 information is currently inside that meter
6 that's installed at the location. So Edison
7 can extract that information and compute the
8 actual dollar amount.

9 ALJ JUNGREIS: Let me ask that question
10 perhaps a little bit better for you,
11 Mr. Smith.

12 What would you need in order to
13 calculate that dollar value?

14 MR. SMITH: The ask from Solar Forward
15 and from Mathis Brothers would be for
16 Southern California Edison to do the math
17 based on the information within their own
18 meter on what the actual NEM credits are.
19 The meter has several channels of
20 information. One channel of information is
21 the consumption, what did SCE push through
22 that meter into the Mathis Brothers store.
23 The other channel of information would be the
24 amount of energy that left the Mathis
25 Brothers store location and went out into the
26 Southern California Edison grid.

27 ALJ JUNGREIS: Got it. So I -- if I'm
28 parsing your answer correctly, what you're

1 saying is that you also would need to be able
2 to access the information in the meter in
3 order to determine what the NEM credit value
4 is?

5 MR. SMITH: Yes, your Honor, that is
6 correct, and that information is readily
7 available.

8 ALJ JUNGREIS: Okay. And when you --
9 (Crosstalk.)

10 ALJ JUNGREIS: And Mr. Smith, when you
11 say it's readily available, you believe it's
12 readily available by a review of the meter,
13 which is an SCE meter, which is located at
14 the Mathis facility?

15 MR. SMITH: Your Honor, that is
16 correct.

17 ALJ JUNGREIS: Okay. Thank you. Just
18 making some notes here.

19 I have a further question with
20 regard to the NEM credits, and that question
21 is: What documents would I need to review to
22 determine what the appropriate NEM credit
23 value should be? And -- and I'm sure you're
24 all familiar with tariffs and whatnot. So
25 I'm sort of opening this question generally.

26 How will I know what it is that I'm
27 supposed to measure that against, measure
28 the -- the flow of electricity against, to

1 understand how all of that is to be properly
2 calculated?

3 SCE, let me begin with you, please.

4 MS. CARRENO: Your Honor, I believe the
5 tariff that would govern this project would
6 be SEC's NEM-ST tariff. But, as far as how
7 the actual billing works out, I -- I think
8 that is something that could be provided by
9 our billing group; but, I don't know that --

10 ALJ JUNGREIS: Okay.

11 MS. CARRENO: -- there's a -- a readily
12 available document that explains the math
13 that takes place.

14 ALJ JUNGREIS: I'm going to, and I
15 think it's okay for me to do this,
16 editorialize for a moment that I've had solar
17 on my house for ten years, and I remember
18 when it first got installed, and -- and I
19 happened to be here -- here in PG&E
20 territory, I wanted to understand what the
21 tariff actually meant, and I'd say for a
22 brief glimmering moment, I did, doing a deep
23 dive. And for the life of me, I could not
24 now explain how it goes, because it's a
25 little bit complicated; at least, it was
26 then. So I -- I trust that the billing group
27 at SCE could better review and then explain
28 exactly how all that works. So thank you for

1 that answer. I think the answer is the
2 NEM-ST tariff.

3 Solar Forward, do you have a
4 response on this issue as to what I would
5 need to review or look at in order to
6 understand the NEM credit issue?

7 MR. SMITH: Well, let me simplify it
8 for one second. Let's just imagine that the
9 meter is an old-fashioned wheel that turned
10 forwards and backwards. And in this case,
11 what would -- what's on the table is the
12 amount that the wheel turned backwards. So
13 that math, that tariff, that -- those
14 credits, can be determined by Edison,
15 because, as you said, it's a little
16 complicated, and it could be determined by
17 the time of the day, as far as what the
18 actual dollar amount of that wheel turning
19 backwards would be. So if you could -- it
20 could vary. And -- but, it's -- it is
21 readily available, and very easy for Edison
22 to do that math.

23 ALJ JUNGREIS: And would you agree that
24 the NEM-ST tariff is the appropriate tariff
25 to review to gauge that against?

26 MR. SMITH: I -- I -- I do not have
27 that information in front of me at this time.

28 ALJ JUNGREIS: That's fair. That's

1 fine. Okay. And, yeah, to be clear, to my
2 understanding, the complexity really is
3 looking at time-of-use, and that does produce
4 some -- some challenges in understanding how
5 it -- how it changes over time. Even within
6 one day, it can be challenging.

7 All right. So moving on now to my
8 next area of inquiry, there seems to be a bit
9 of a dispute between the parties as to the
10 Section K dispute resolution efforts that
11 were undertaken.

12 SCE, I'm going to begin with you.
13 It seemed to me from your joint statement
14 entry that SCE did make an attempt to meet
15 with Solar Forward under its Section K
16 dispute resolution provision. Is that SCE's
17 position?

18 MS. CARRENO: That's correct, your
19 Honor.

20 ALJ JUNGREIS: Okay. And Solar
21 Forward --

22 MS. CARRENO: We met --

23 ALJ JUNGREIS: I apologize. Please
24 continue.

25 MS. CARRENO: Oh, the parties met and
26 conferred informally, as is provided under
27 Section K, and then following that, submitted
28 the dispute for ADR.

1 ALJ JUNGREIS: And can you continue?
2 What happened with regard to ADR?

3 MS. CARRENO: We did not reach a
4 resolution, and then the ADR was concluded;
5 but, the parties continued informal
6 discussions following that procedure.

7 ALJ JUNGREIS: All right. Thank you.
8 And without getting into the details, Solar
9 Forward, if you could tell me your position
10 with whether or not the Section K dispute
11 resolution provision was -- was met.

12 MR. SMITH: Your Honor, I'm not an
13 attorney, so I don't -- I don't know how to
14 answer that question other than I found the
15 process disingenuous. I -- I don't know what
16 to -- I don't know how to respond.

17 ALJ JUNGREIS: Okay. No. That --
18 that's fair. Let me ask you just a couple of
19 pointed questions.

20 Do you believe that there were
21 informal meet and confer efforts that were
22 undertaken to discuss the res- -- the
23 dispute?

24 MR. SMITH: I believe so, but I --
25 again, the process -- there was -- there was
26 no offers on the table. There was -- there
27 was no movement. There was no give and take.
28 It was only a stonewall. So I'm not sure how

1 to answer that question.

2 ALJ JUNGREIS: Okay. Approximately
3 when did those meet and confer efforts take
4 place, Mr. Smith?

5 MR. SMITH: I do not have that
6 information in front of me. It was last year
7 that there's -- it was -- I was on the phone.
8 I -- I'm sorry. I don't have that
9 information. But, there was several phone
10 calls and some efforts made, but again,
11 nothing moved in any direction.

12 ALJ JUNGREIS: Was it approximately at
13 the time of the project coming on-line in
14 January 2020 or was it approximately around
15 November 2020 when the resolution to the NEM
16 issue was resolved?

17 MR. SMITH: It was clearly later in the
18 year. The beginning of the year, we -- we --
19 Mathis Brothers and Solar Forward had an
20 assumption that we had PTO back in January,
21 and so we didn't realize that until later in
22 the year, and then there's a -- a huge time
23 delay in even communicating with Edison to
24 discuss this matter and to even attempt to
25 find a resolution. There was just -- it
26 just -- it bounced from week to week to week.
27 So there was no ability to make progress due
28 partially to the pandemic and partially just

1 because Edison is a huge organization, and
2 it's difficult to nail things down and
3 communicate.

4 ALJ JUNGREIS: All right. Fair enough.
5 Thank you for your response. Let me move on
6 in my inquiry area.

7 Okay. My next question is the
8 following: With regard to the parties, each
9 of you having named persons most
10 knowledgeable with regard to the dispute, I
11 was -- and I don't know if it's my place to
12 be surprised or not, but I was a little
13 surprised that Alex Bronstein, who -- if I'm
14 pronouncing his name correctly, who
15 apparently is the SCE employee whom Solar
16 Forward had communicated with at the
17 beginning of this process of -- of getting
18 the facility on-line -- he was not named by
19 either party. I'd like both parties to
20 address Mr. Bronstein's possible
21 participation in this proceeding.

22 SCE, what is your response?

23 MS. CARRENO: Your Honor, it's our
24 understanding that aside from the August 9th
25 email that Solar Forward attached to their
26 complaint, Mr. Bronstein was not assigned to
27 review this project, and that later
28 communications, once the cut sheet of the

1 disconnect was submitted, were with other
2 individuals at SCE.

3 ALJ JUNGREIS: Okay. And Solar
4 Forward, what is your response?

5 MR. SMITH: Well, this is the first
6 time I'm hearing that Edison is admitting
7 that they actually did get a cut sheet email
8 from Solar Forward. I've never heard that
9 before. And so, I was told by Edison that
10 they never received it, which, to me, means
11 that they made an email disappear. I talked
12 to Alex on the phone myself. My previous
13 career was a journalist. I -- I'm very clear
14 and straightforward between other people
15 listening to the conversation that we had
16 with Alex. I was very straightforward.
17 As -- as -- as far as I understood, he was
18 the person reviewing the project. He
19 certainly indicated that he was. He had the
20 cut sheet, and he had the single line and the
21 interconnection agreement in front of him,
22 and he was the person that we were directed
23 to talk to. So I don't understand how, "A,"
24 I'm first hearing that there's an admission
25 that a PDF was received, and I was told that
26 it wasn't, and therefore, an email was --
27 disappeared, and two, that he's not the
28 person responsible. This is the first time

1 I'm hearing both of these things.

2 ALJ JUNGREIS: Mr. Smith, I apologize.
3 My question was probably fairly inexact to
4 you. Let me make it more exact.

5 Is Mr. Bronstein someone whom you
6 believe is central and should be identified
7 as a person most knowledgeable with regard to
8 this dispute?

9 MR. SMITH: Your Honor, I would agree.
10 I would -- I would really appreciate having
11 the ability to have him interact on -- on
12 this -- on this issue.

13 ALJ JUNGREIS: Okay. Well, that leads,
14 potentially, to my next, and hopefully, last
15 question in this area, which is: What are
16 the additional critical facts or issues that
17 have to be pled or argued in order for a
18 determination to be able to be made by me,
19 based on applying the facts to the law?

20 And Solar Forward, I'd like you to
21 ask -- answer that question first.

22 MR. SMITH: Well, I think that when we
23 look at Rule 21, it's non-specific in its
24 language as to the visual indication and
25 possibly separation. There's language in
26 there that says it may -- there's no language
27 in there that says it shall be, that you
28 shall see two pieces of metal separated. It

1 says that you may open a door to observe it.
2 It doesn't say you shall. I believe --

3 ALJ JUNGREIS: So again, the focus --
4 the question, Mr. Smith, is what additional
5 critical facts have to be argued or pled or
6 potentially even still learned of in order
7 for me to then have those facts in order to
8 apply them to the law? So is there anything
9 new or anything in addition to what you've
10 already presented that you need to be able to
11 develop and present to me?

12 MR. SMITH: I don't think so, your
13 Honor.

14 ALJ JUNGREIS: Okay. Thank you. And
15 SCE, hopefully, you have the question in
16 mind.

17 Is there any additional -- are there
18 any additional facts that you believe need to
19 be developed in this in order to enable the
20 facts to be applied to the law?

21 MS. CARRENO: No, your Honor.

22 ALJ JUNGREIS: Okay. Okay. Well,
23 thank you very much for your responses and
24 for -- for dealing with those questions from
25 me. I'd like us now to turn our attention to
26 scheduling.

27 I want to note at the outset, this
28 is an adjudicatory matter, and as such, it's

1 subject to a one year period for statutory
2 completion. The complaint was filed on
3 October 23rd, 2020, so the matter must be
4 decided by the Commission decision by
5 October 22nd, 2021. And that may seem far
6 off, but sometimes it is not so far off,
7 particularly given intervening things that
8 have to happen in this proceeding, including
9 a review of the motion to dismiss, for the
10 parties to possibly prepare to conduct an
11 evidentiary hearing, and for the matter to be
12 briefed, and for me to prepare a decision.
13 So in light of all that, I have to help
14 develop a schedule for this proceeding, which
15 will be finalized in the assigned
16 commissioner's scoping memo.

17 We've already mentioned that we had
18 SCE's motion that is pending and needs to be
19 determined. The remainder of our discussion
20 on schedule will assume, for purposes solely
21 of our discussion of the schedule, that the
22 motion will be denied, because obviously, if
23 it's granted, that concludes the proceeding.

24 I want to now consider what that
25 schedule can look like. And in order to
26 better facilitate that discussion, what we'll
27 do is we'll go off the record and have an
28 informal discussion, and then we'll go back

1 on the record, and I will relate what it is
2 that we discussed in terms of schedule.

3 So with that, off the record.

4 (Off the record.)

5 ALJ JUNGREIS: On the record.

6 While we were off the record, we had
7 a fairly extensive discussion with regard to
8 the nature of the complaint and what the
9 complaint entails with regard to comparing it
10 to the letter of agreement, which is
11 Exhibit 3 to the Southern California Edison
12 answer to complaint. And more particularly,
13 Exhibit 3 is a letter of agreement dated
14 November 2nd, 2020, which appears possibly to
15 resolve the technical issue of the switch
16 gear. However, it's a little unclear to me
17 whether or not the complainants are saying
18 that this is still a live issue, whether or
19 not the switch gear still needs to be
20 determined by me as part of this proceeding.

21 The second element has to do with
22 NEM credit from January to November 2020.
23 That issue will require further development
24 of information, because the record, by both
25 parties' agreement, lacks sufficient
26 information for me to make a determination as
27 to NEM credit.

28 Therefore, what I'm going to ask the

1 parties to do is to jointly file a -- file a
2 statement as to exactly what the issues are
3 in this matter as we proceed forward and
4 exactly how they will be providing
5 information to me that I can then resolve
6 the -- resolve the disputes that they are
7 presenting to me as being part of the nature
8 of this proceeding.

9 I do want to add that while we were
10 off the record, parties, after full
11 explanation and discussion, did state that
12 they did not believe that an evidentiary
13 hearing would be necessary, and they both
14 also stated that they did not think that
15 further ADR would be valuable.

16 Therefore, we are going to determine
17 now when the parties can file this statement,
18 which I would like them to do, really, as
19 soon as possible, and I will ask the parties
20 if they think they could file it within two
21 weeks from today. In fact, let me -- let
22 me -- let me interrupt myself, and ask
23 whether or not the parties could file it one
24 week from today, which would be the 21st.

25 MS. CARRENO: This is Ainsley Carreno
26 on behalf of SCE. I think we're fine with
27 that. I understand Mr. Smith is out of the
28 country, but we can certainly do that.

1 ALJ JUNGREIS: Okay. And Mr. Smith on
2 behalf of Solar Forward and on behalf of
3 Mathis Brothers Furniture, do you agree that
4 you could work with SCE to file a joint
5 statement with regard to exactly what the
6 issues are and exactly what information will
7 need to be generated to enable me to
8 determine those issues?

9 MR. SMITH: Yes. I have a question,
10 since Roger's on the line. The question
11 really is if Edison has this information
12 already generated, according to the sales
13 rep, can we get access to that information?

14 ALJ JUNGREIS: Well, you know, I'm
15 going to interrupt, Mr. Smith, and say that
16 that's something that the parties can get
17 together and figure out --

18 MR. SMITH: Yeah.

19 ALJ JUNGREIS: -- how that could be
20 determined.

21 So I am going to note, as Mr. Smith
22 just referenced -- hello?

23 MR. SMITH: Yes.

24 ALJ JUNGREIS: Yeah. Okay. I'm going
25 to note, as Mr. Smith just referenced, that
26 Roger Charlesworth, a representative of
27 Mathis Brothers Furniture, has also been on
28 the line, just so that the record is clear as

1 to who's been on the line in this matter.

2 So with that, I think that will be a
3 necessary first step before a scoping memo
4 can be put forward so that I can fully
5 understand what it is that I will need to
6 address in the scoping memo.

7 I appreciate everyone's time and
8 attention. I've been a little bit more
9 lengthy, at a full hour and a half, than
10 might have been expected from a complaint
11 prehearing conference, but I think it was
12 time well spent.

13 With regard to anything else that
14 needs to be discussed, I obviously will not
15 be able to recite the tentative schedule,
16 because no tentative schedule was -- was
17 agreed to.

18 With regard to anything else that
19 needs to be discussed as to further steps, I
20 will ask each party if they believe anything
21 further needs to be discussed at this
22 prehearing conference.

23 SCE, do you have anything else to
24 add?

25 MS. CARRENO: No, your Honor. Thank
26 you.

27 ALJ JUNGREIS: Okay. And asking now of
28 Solar Forward and Mathis Brothers Furniture,

1 anything more to be discussed at today's
2 hearing?

3 MR. SMITH: No, your Honor.

4 ALJ JUNGREIS: Okay. With that, I am
5 hopeful that the parties will be able to
6 productively meet, file a week from today a
7 joint statement as to issues and information,
8 and I appreciate everyone's time and
9 attention to these matters.

10 With that, this prehearing
11 conference is concluded. Thank you, all,
12 very much. We will go off the record.

13 (Whereupon, at the hour of 2:32
14 p.m., the Commission then adjourned.)

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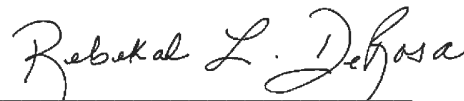
BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE
STATE OF CALIFORNIA

CERTIFICATION OF TRANSCRIPT OF PROCEEDING

I, REBEKAH L. DE ROSA, CERTIFIED SHORTHAND
REPORTER NO. 8708, IN AND FOR THE STATE OF CALIFORNIA,
DO HEREBY CERTIFY THAT THE PAGES OF THIS TRANSCRIPT
PREPARED BY ME COMPRISE A FULL, TRUE, AND CORRECT
TRANSCRIPT OF THE TESTIMONY AND PROCEEDINGS HELD IN
THIS MATTER ON JANUARY 14, 2021.

I FURTHER CERTIFY THAT I HAVE NO INTEREST IN THE
EVENTS OF THE MATTER OR THE OUTCOME OF THE PROCEEDING.

EXECUTED THIS JANUARY 22, 2021.



REBEKAH L. DE ROSA
CSR NO. 8708

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