



Decision \_\_\_\_\_

**FILED**

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

02/09/26

02:11 PM

Application of Pacific Gas and Electric Company to Recover in Customer Rates the Costs to Support Extended Operation of Diablo Canyon Power Plant from January 1 through December 31, 2026, and for Approval of Planned Expenditure of 2026 Volumetric Performance Fees (U 39 E)	Application No. 25-03-015 A2503015
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**INTERVENOR COMPENSATION CLAIM OF SMALL BUSINESS UTILITY ADVOCATES AND DECISION ON INTERVENOR COMPENSATION CLAIM OF SMALL BUSINESS UTILITY ADVOCATES**

**NOTE:** After electronically filing a PDF copy of this Intervenor Compensation Claim (Request), please email the document in an MS WORD and supporting EXCEL spreadsheet to the Intervenor Compensation Program Coordinator at [Icompcoordinator@cpuc.ca.gov](mailto:Icompcoordinator@cpuc.ca.gov).

<b>Intervenor:</b> Small Business Utility Advocates	<b>For contribution to Decision (D.)</b> 25-12-007
<b>Claimed:</b> \$97,118.00	<b>Awarded:</b> \$
<b>Assigned Commissioner:</b> Karen Douglas	<b>Assigned ALJ:</b> Jack Chang
I hereby certify that the information I have set forth in Parts I, II, and III of this Claim is true to my best knowledge, information and belief. I further certify that, in conformance with the Rules of Practice and Procedure, this Claim has been served this day upon all required persons (as set forth in the Certificate of Service attached as Attachment 1).	
<b>Signature:</b>	/s/ Britt Marra
<b>Date:</b> February 9, 2026	<b>Printed Name:</b> Britt K. Marra

**PART I: PROCEDURAL ISSUES**  
*(to be completed by Intervenor except where indicated)*

<b>A. Brief description of Decision:</b>	D.25-12-007 approves Pacific Gas & Electric Company’s (PG&E) 2026 Diablo Canyon extended operations revenue requirement of \$382.233 million and allocates this revenue requirement to PG&E, Southern California Edison Company, and San Diego Gas & Electric Company, respectively, at 44.19 percent, 45.86 percent, and 9.95 percent.
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**B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812<sup>1</sup>:**

	<b>Intervenor</b>	<b>CPUC Verification</b>
<b>Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):</b>		
1. Date of Prehearing Conference:	05/30/25	
2. Other specified date for NOI:		
3. Date NOI filed:	06/26/25	
4. Was the NOI timely filed?		
<b>Showing of eligible customer status (§ 1802(b)) or eligible local government entity status (§§ 1802(d), 1802.4):</b>		
5. Based on ALJ ruling issued in proceeding number:	A.23-10-001	
6. Date of ALJ ruling:	06/03/24	
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer status or eligible government entity status?		
<b>Showing of “significant financial hardship” (§1802(h) or §1803.1(b)):</b>		
9. Based on ALJ ruling issued in proceeding number:	A.23-10-001	
10. Date of ALJ ruling:	06/03/24	
11. Based on another CPUC determination (specify):		
12. Has the Intervenor demonstrated significant financial hardship?		
<b>Timely request for compensation (§ 1804(c)):</b>		
13. Identify Final Decision:	D.25-12-007	
14. Date of issuance of Final Order or Decision:	12/09/25	
15. File date of compensation request:	2/9/26	
16. Was the request for compensation timely?		

<sup>1</sup> All statutory references are to California Public Utilities Code unless indicated otherwise.

**C. Additional Comments on Part I: (use line reference # as appropriate)**

#	Intervenor’s Comment(s)	CPUC Discussion
14-15	Sixty days from the issuance of D.25-12-007 was Saturday, February 7, 2026. In accordance with Commission Rule 1.15, SBUA timely filed its compensation request on the next business day, Monday, February 9, 2026.	

**PART II: SUBSTANTIAL CONTRIBUTION**  
**(to be completed by Intervenor except where indicated)**

**A. Did the Intervenor substantially contribute to the final decision (see § 1802(j), § 1803(a), 1803.1(a) and D.98-04-059): (For each contribution, support with specific reference to the record.)**

Intervenor’s Claimed Contribution(s)	Specific References to Intervenor’s Claimed Contribution(s)	CPUC Discussion
<p><b>1. Operations and Management (O&amp;M) Costs</b></p> <p>SBUA demonstrated that PG&amp;E failed to clearly document and distinguish between costs funded through the \$1.4 billion Department of Water Resources (DWR) loan and costs proposed for recovery from ratepayers, and showed that the record lacked sufficient evidence to verify that the requested \$410 million in O&amp;M and related expenses were “clearly distinct, necessary, and justified.” Opening Brief of Small Business Utility Advocates, Oct. 1, 2025 (Opening Brief), at 6-9; Reply Brief of Small Business Utility Advocates, Oct. 22, 2025 (Reply Brief), at 7-9; Direct Testimony of Michael Brown on Behalf of Small Business Utility Advocates, July 24, 2025 (Ex. SBUA-01), at 3-5; Rebuttal Testimony of Michael Brown on Behalf of Small Business Utility Advocates, Aug. 15, 2025 (Ex. SBUA-02), at 1-2; Opening</p>	<p>The Commission found that SBUA and other parties “raise legitimate concerns that PG&amp;E may be recovering, in this application, overspending on DCPD transition and renewal costs in excess of the \$1.4 billion DWR loan” and “appropriately raise questions as to whether PG&amp;E’s reprioritization of transition and renewal funds might be improperly shifting those costs to the current application as funding for DCPD extended operations.” Decision at 25. In reaching this conclusion, the Decision analyzes SBUA’s arguments and position that PG&amp;E “has not offered enough information to determine whether the proposed O&amp;M costs overlap with expenses using DWR funding.” <i>Id.</i> at 21.</p>	

<p>Comments of Small Business Utility Advocates on Proposed Decision, Nov. 20, 2025 (SBUA PD Opening Comments), at 2-3 and Appendix A; Reply Comments of Small Business Utility Advocates on Proposed Decision, Nov. 25, 2025 (SBUA PD Reply Comments), at 1-3.</p>	<p>The Commission further confirms that, in response to comments on the Proposed Decision filed by SBUA and others, it added new disclosure requirements directing PG&amp;E to identify and explain when costs previously associated with transition or license-renewal funding are later proposed for ratepayer recovery. Decision at 77-78; <i>see also, id.</i>, Conclusion of Law (COL) 5 (adopting disclosure requirement), Ordering Par. 5 (requiring PG&amp;E to disclose recategorized costs).</p>	
<p><b>2. Resource Adequacy (RA) Substitution Capacity Costs</b></p> <p>SBUA supported continued use of the Market Price Benchmark methodology for RA substitution capacity costs, and provided independent analysis to support this position, explain why reliance on limited short-term transactions could distort RA price forecasts, and recommend specific refinements to improve accuracy. SBUA recommended refinements to the methodology, including incorporating pricing data from longer-term, arms-length power purchase agreements and from the Western Electricity Coordinating Council and other balancing authorities. Opening Brief at 5-6; Reply Brief at 4-6; Ex. SBUA-01 at 5-7; Ex. SBUA-02, at 2-3.</p>	<p>‘The Commission cited SBUA’s support for the Energy Division’s updated RA MPB methodology and acknowledged its suggested refinements. Decision at 41-42, 44. While the Commission did not adopt SBUA’s proposed changes, it ultimately approved the use of the RA MPB, finding it to be “the reasonable and consistent choice to use in this proceeding.” <i>Id.</i> at 45.</p>	
<p><b>3. Volumetric Performance Fees (VPF) Spending Plan</b></p> <p>SBUA supported PG&amp;E’s 2026 VPF Spending Plan while specifically advocating for increased support of energy efficiency programs and small business decarbonization spending. SBUA analyzed the statutory framework governing VPF expenditures, explaining</p>	<p>The Commission analyzed SBUA’s support for the VPF Spending Plan and its encouragement of additional support for small business decarbonization and the Simplified Savings Program. Decision at 70.</p> <p>The Decision approved VPF Spending Plan includes: “Programs to support building decarbonization</p>	

<p>that Pub. Util. Code § 712.8(s)(1) directs surplus VPF revenues toward enumerated critical public purpose priorities, including “accelerating building decarbonization,” and that PG&amp;E’s proposed allocation of \$1.5–\$2.5 million for small business decarbonization through the Simplified Savings Program satisfies those statutory requirements. SBUA further highlighted the unique needs of small commercial customers, an underserved customer class that stands to benefit from targeted decarbonization programs. Opening Brief at 4-5; Reply Brief at 6-7; SBUA PD Opening Comments at 3; SBUA PD Reply Comments at 3-4; Ex. SBUA-01 at 7-8; Ex. SBUA-02 at 3-4.</p>	<p>for small businesses (\$1.5-2.5 million)” and to help small business in building decarbonization objectives. <i>Id.</i> at 61.</p>	
<p><b>4. Compliance with Other Decisions</b></p> <p>SBUA argued that PG&amp;E had not fully demonstrated compliance with prior Commission directives requiring clear tracking and justification of costs where government funding was available, and proposed that PG&amp;E be required to submit an Advice Letter demonstrating that no overlap occurred between ratepayer and non-ratepayer funding once loan funds were exhausted. Opening Brief at 6-7; Reply Brief at 8-9; SBUA PD Opening Comments at 2-3 &amp; Appendix A; SBUA PD Reply Comments at 2-3; Ex. SBUA-02 at 1-2.</p>	<p>The Commission cited SBUA’s concerns about PG&amp;E’s transparency in its Application. Decision at 76 (“SBUA raises similar concerns about PG&amp;E’s transparency with DCPD costs.”). In response to SBUA’s and other parties’ comments on the proposed decision, the Commission added new prospective disclosure requirements mandating that PG&amp;E disclose whenever any DCPD costs previously proposed as transition and license renewal costs are subsequently recategorized and proposed for recovery in future DCPD proceedings. Decision at 77-78.</p>	

**1. Duplication of Effort (§ 1801.3(f) and § 1802.5):**

	<b>Intervenor’s Assertion</b>	<b>CPUC Discussion</b>
<b>a. Was the Public Advocate’s Office of the Public Utilities Commission (Cal Advocates) a party to the proceeding?<sup>2</sup></b>	Yes.	
<b>b. Were there other parties to the proceeding with positions similar to yours?</b>	Yes.	
<b>c. If so, provide name of other parties:</b>  Alliance for Nuclear Responsibility, San Luis Obispo Mothers for Peace, Women’s Energy Matters, The Utility Reform Network, Energy Producers and Users Coalition, and Coalition of California Utility Employees		
<b>d. Intervenor’s claim of non-duplication:</b>  SBUA sought to avoid duplication by presenting a unique perspective on the concerns of small business ratepayers as a distinct customer class. SBUA’s expert, Michael Brown, provided independent analysis through testimony, and SBUA was the only party to specifically analyze and present the perspectives of small commercial customers. Although customer class interests may overlap, SBUA’s positions did not mirror other parties’ advocacy. Even where SBUA’s conclusions aligned with those of other parties on particular issues, SBUA supplemented the record with distinct analysis and small-business ratepayer concerns.  Accordingly, while other parties may have advanced similar positions in some respects, SBUA’s objectives and customer-class focus were different, and its work on common issues was complementary rather than duplicative.		

**2. Additional Comments on Part II: (use line reference # or letter as appropriate)**

<b>#</b>	<b>Intervenor’s Comment</b>	<b>CPUC Discussion</b>

**PART III: REASONABLENESS OF REQUESTED COMPENSATION**  
**(to be completed by Intervenor except where indicated)**

<sup>2</sup> The Office of Ratepayer Advocates was renamed the Public Advocate’s Office of the Public Utilities Commission pursuant to Senate Bill No. 854, which the Governor approved on June 27, 2018.

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

	<b>CPUC Discussion</b>
<p><b>a. Intervenor’s claim of cost reasonableness:</b></p> <p>SBUA seeks compensation for actively participating in this proceeding, including responding to the Application, attending the prehearing conference, conducting discovery, submitting direct and rebuttal testimony, preparing for and entering stipulated responses in lieu of cross examination, filing opening and reply briefs, and filing opening and reply comments on the proposed decision.</p> <p>SBUA’s claimed costs reflect the time and resources reasonably expended to represent small business customers and to participate meaningfully in this complex proceeding concerning DCPD extended operations. Small business ratepayers have a substantial interest in this Application because the adopted \$382.233 million revenue requirement will be recovered in rates, including from small commercial customers.</p> <p>For these reasons, the Commission should find that SBUA’s efforts served the public interest and made a substantial contribution to the Commission’s decision.</p>	
<p><b>b. Reasonableness of hours claimed:</b></p> <p>SBUA relied on a strategic team of attorneys and experts to support its advocacy in this case. The hourly amounts are reasonable given the demands of this proceeding and the effort required for meaningful participation.</p> <p>SBUA assigned primary responsibility to Luke May, a mid-level attorney who has represented SBUA in numerous energy-related proceedings and who handled review and analysis of the record, preparations for evidentiary hearings, briefing, and comments on the proposed decision.</p> <p>Michael Brown served as SBUA’s policy expert, providing data analysis, conducting discovery support, and sponsoring SBUA’s testimony. Mr. Brown has over 18 years of professional experience in the energy field, including work for both private (PG&amp;E) and public utilities (the City of Redding and related municipal entities) in California, with roles including program manager, supervisor of electric resources, and project analyst. See Attachment #3 (outside consulting agreement between SBUA and Mr. Brown).</p> <p>SBUA’s General Counsel, James Birkelund, provided high-level strategic direction and critical feedback, leveraging his expertise to refine SBUA’s</p>	

	<b>CPUC Discussion</b>
<p>litigation positions while managing work efforts. His oversight helped ensure that SBUA’s participation was focused and aligned with the organization’s mission. Mr. Birkelund and Mr. May are employed by E&amp;E Law Corp., which represents SBUA in this matter on a contingency basis at prevailing market rates. <i>See</i> Attachment #4 (Statement of Work detailing contractual terms). The Commission has previously approved this outside consultant relationship and the associated retainer agreement. <i>See, e.g.</i>, D.25-12-038, D.25-05-023, D.25-05-021, D.25-03-029, D.25-04-012, and D.25-02-025.</p> <p>In addition, two SBUA employees provided limited assistance. SBUA Litigation Supervisor Jennifer Weberski, who has over 25 years of utility regulatory experience, devoted less than five hours to advising on hearing and cross-examination strategy. SBUA Executive Director Britt Marra also provided feedback on SBUA’s positions and reviewed the compensation claim. Ms. Marra toured the Diablo Canyon Power Plant site in the prior Diablo Canyon proceeding (A.24-03-018) to better understand the facility and operational issues. Given Ms. Marra’s limited role in this proceeding, SBUA does not seek compensation for her time.</p> <p>SBUA coordinated efforts among experienced professionals, and given the adopted revenue requirement’s potential rate impacts on small business customers and the significance of Diablo Canyon extended operations to California’s resource planning, the time claimed reflects an appropriate level of engagement. Accordingly, SBUA seeks compensation for the hours recorded by its attorneys and expert and included in this request.</p>	
<p><b>c. Allocation of hours by issue:</b></p> <p>Allocation of hours for D.25-12-007:</p> <ol style="list-style-type: none"> <li>1. PG&amp;E’s Forecasted O&amp;M Costs – 57.05 hrs. or 35.1%</li> <li>2. RA Substitution Capacity Costs – 32.95 hrs. or 20.3%</li> <li>3. Volumetric Performance Fees Spending Plan – 35.55 hrs. or 21.8%</li> <li>4. Compliance with Other Decisions – 24.1 hrs. or 14.8%</li> <li>5. General Participation, including work related to hearings – 12.95 hrs. or 8.0%</li> </ol>	

**B. Specific Claim:\***

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
Luke May	2025	89.4	\$495	D.25-05-023 setting 2023 rate at \$460, escalated by 4.07% to \$480 for 2024, escalated by 3.46% to \$495 for 2025.	\$44,253.00			
Michael Brown	2025	26.3	\$335	D.25-05-023 setting 2023 rate at \$310, escalated by 4.07% for 2024 to \$325, escalated by 3.46% for 2025 to \$335.	\$8,810.50			
Jennifer Weberski	2025	4.75	\$760	D.25-06-029 setting 2024 rate at \$735, escalated by 3.46% for 2025.	\$3,610.00			
James Birkelund	2025	42.15	\$830	D.25-07-036	\$34,984.50			
<b>Subtotal: \$91,658.00</b>						<b>Subtotal: \$</b>		
OTHER FEES								
Describe here what OTHER HOURLY FEES you are Claiming (paralegal, travel **, etc.):								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
[Person 1]								
[Person 2]								
<b>Subtotal: \$</b>						<b>Subtotal: \$</b>		

CLAIMED						CPUC AWARD		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
James Birkelund	2025	1.5	\$415	50% of 2025 rate.	\$622.50			
James Birkelund	2026	11.25	\$430	50% of 2026 rate (\$860), reflecting a 3.3% escalation over 2025 rate.	\$4,837.50			
<b>Subtotal: \$5,460.00</b>						<b>Subtotal: \$</b>		
COSTS								
#	Item	Detail			Amount	Amount		
<b>Subtotal: \$97,118.00</b>						<b>Subtotal: \$</b>		
<b>TOTAL REQUEST: \$</b>						<b>TOTAL AWARD: \$</b>		
<p>*We remind all intervenors that Commission staff may audit the records and books of the intervenors to the extent necessary to verify the basis for the award (§1804(d)). Intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenors' records should identify specific issues for which it seeks 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.</p> <p>**Travel and Reasonable Claim preparation time are typically compensated at ½ of preparer's normal hourly rate</p>								
ATTORNEY INFORMATION								
Attorney		Date Admitted to CA BAR <sup>3</sup>		Member Number		Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation		
James M. Birkelund		March 2000		206328		No		
Luke May		Admitted (Oregon 2012)		OR Bar No. 121174		No		

**C. Attachments Documenting Specific Claim and Comments on Part III:  
*(Intervenor completes; attachments not attached to final Decision)***

<sup>3</sup> This information may be obtained through the State Bar of California's website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>.

Attachment or Comment #	Description/Comment
Attachment 1	Certificate of Service ( <i>see</i> attachment under separate cover)
Attachment 2	Time Sheet Records with Allocation of Hours by Issue
Attachment 3	Contract Agreement with Expert Michael Brown
Attachment 4	Statement of Work for E&E Law

**D. CPUC Comments, Disallowances, and Adjustments (*CPUC completes*)**

Item	Reason

**PART IV: OPPOSITIONS AND COMMENTS**  
**Within 30 days after service of this Claim, Commission Staff**  
**or any other party may file a response to the Claim (*see* § 1804(c))**

<b>A. Opposition: Did any party oppose the Claim?</b>	
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If so:

Party	Reason for Opposition	CPUC Discussion

<b>B. Comment Period: Was the 30-day comment period waived (<i>see</i> Rule 14.6(c)(6))?</b>	
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If not:

Party	Comment	CPUC Discussion

**(Green items to be completed by Intervenor)**

**FINDINGS OF FACT**

1. **SMALL BUSINESS UTILITY ADVOCATES** [has/has not] made a substantial contribution to **D.25-12-007**.

2. The requested hourly rates for **SMALL BUSINESS UTILITY ADVOCATES**'s representatives [, as adjusted herein,] are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The claimed costs and expenses [, as adjusted herein,] are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$\_\_\_\_\_.

**CONCLUSION OF LAW**

1. The Claim, with any adjustment set forth above, [satisfies/fails to satisfy] all requirements of Pub. Util. Code §§ 1801-1812.

**ORDER**

1. **SMALL BUSINESS UTILITY ADVOCATES** is awarded \$\_\_\_\_\_.
2. Within 30 days of the effective date of this decision, \_\_\_\_\_ shall pay **SMALL BUSINESS UTILITY ADVOCATES** the total award. [for multiple utilities: "Within 30 days of the effective date of this decision, ^, ^, and ^ shall pay **SMALL BUSINESS UTILITY ADVOCATES** their respective shares of the award, based on their California-jurisdictional [industry type, for example, electric] revenues for the ^ calendar year, to reflect the year in which the proceeding was primarily litigated. If such data are unavailable, the most recent [industry type, for example, electric] revenue data shall be used."] Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning [date], the 75<sup>th</sup> day after the filing of **SMALL BUSINESS UTILITY ADVOCATES**'s request, and continuing until full payment is made.
3. The comment period for today's decision [is/is not] waived.

This decision is effective today.

Dated \_\_\_\_\_, at San Francisco, California.

**APPENDIX**

**Compensation Decision Summary Information**

<b>Compensation Decision:</b>		<b>Modifies Decision?</b>	
<b>Contribution Decision(s):</b>	D.25-12-007		
<b>Proceeding(s):</b>	A.25-03-015		
<b>Author:</b>			
<b>Payer(s):</b>			

**Intervenor Information**

<b>Intervenor</b>	<b>Date Claim Filed</b>	<b>Amount Requested</b>	<b>Amount Awarded</b>	<b>Multiplier?</b>	<b>Reason Change/Disallowance</b>
SMALL BUSINESS UTILITY ADVOCATES	Feb. 9, 2026	\$97,118.00		N/A	

**Hourly Fee Information**

<b>First Name</b>	<b>Last Name</b>	<b>Attorney, Expert, or Advocate</b>	<b>Hourly Fee Requested</b>	<b>Year Hourly Fee Requested</b>	<b>Hourly Fee Adopted</b>
Luke	May	Attorney	\$495	2025	
Michael	Brown	Expert	\$335	2025	
Jennifer	Weberski	Attorney	\$760	2025	
James	Birkelund	General Counsel	\$830	2025	
James	Birkelund	General Counsel	\$860	2026	

**(END OF APPENDIX)**

**A.25-03-015 - Request for Intervenor Compensation**

**Attachment 2. Time Sheet Records with Allocation of Hours by Issue and Contribution to D.25-12-007**

**Time Sheet Entries for Attorney Luke May**

**Issue Identification**

- 1 Operations and Management Costs
- 2 Resource Adequacy Substitution Capacity Costs
- 3 Volumetric Performance Fees Spending Plan
- 4 Compliance with Other Decisions
- 5 General Participation, including hearings

<u>Date</u>	<u>Activity</u>	<u>Issue 1</u>	<u>Issue 2</u>	<u>Issue 3</u>	<u>Issue 4</u>	<u>Issue 5</u>
7/16/25	strategy call with J. Birkelund, with respect to SBUA's litigation positions	0.1		0.1		
7/20/25	research and edits to first draft of SBUA direct testimony	1	0.5	1	0.5	
7/21/25	phone call w/ James Birkelund re: restructuring testimony	0.1		0.1		
7/22/25	research and edit SBUA direct testimony	0.3	0.3	0.2	0.2	
7/23/25	continue editing SBUA direct testimony	0.3	0.3	0.2	0.2	
7/24/25	edit and finalize direct testimony	0.6	0.6	0.4	0.4	
8/3/25	edited M. Brown first draft of Rebuttal testimony	0.3	0.2	0.2		
8/8/25	continue editing SBUA rebuttal testimony	0.3	0.2	0.2		
8/8/25	email to expert witness and J. Birkelund re edits to SBUA rebuttal testimony	0.1		0.1		
8/19/25	Analyze PG&E Rebuttal testimony	0.4	0.2	0.4		
8/20/25	correspondence with J. Weberski re strategy with hearings and cross examination	0.2	0.1	0.1	0.1	
8/20/25	emails w/ expert, Michael Brown re hearing strategy	0.2	0.1	0.1	0.1	
8/20/25	Meet & Confer w/ PG&E on cross examination	0.3	0.2	0.3	0.2	
8/25/25	Strategy meeting w/ M. Brown & J. Weberski for evidentiary hearings	0.5	0.1	0.1		
8/26/25	analyze party positions in Meet & Confer materials	0.2	0.2	0.3	0.2	
8/26/25	Emails to expert and J. Weberski re the same and hearings.	0.05		0.05		
8/26/25	emails communication w/ PG&E attorney re: potential to forego x-exam in lieu of introduction of written response from PG&E	0.1				
8/27/25	outline and develop next litigation steps in prep for EH or waiver of cross	0.1	0.1	0.1		
9/2/25	drafted email to PG&E re: timing of DR Response					0.3
9/3/25	drafted email to expert, discussing litigation issues & strategy	0.1	0.1			
9/3/25	analyzed materials provided by expert witness, in response to questions raised in email discussing litigation strategy	0.2	0.1	0.1	0.1	
9/4/25	analyzed DR Response from PG&E	0.4			0.3	
9/4/25	drafted email to SBUA expert relating to DR Response	0.3			0.2	
9/5/25	memo to J. Weberski relating to potential to forego cross examination					0.1
9/6/26	drafted email to PG&E relating to submitting DR response in lieu of cross examination	0.1		0.1		
9/9/25	attended hearing	0.6	0.5	0.6		
9/28/25	research and drafted initial draft of SBUA Opening Brief	1.5	1	1.5	1	
9/29/25	edited initial draft of Opening brief and drafted addn section	1	1	1	1	
9/30/25	edited initial draft of Opening brief and drafted addn section	1.5	1	0.5	1	

<u>Date</u>	<u>Activity</u>	<u>Issue 1</u>	<u>Issue 2</u>	<u>Issue 3</u>	<u>Issue 4</u>	<u>Issue 5</u>
10/12/25	Analyzed PG&E Opening Brief, in preparation for drafting Reply Brief	1	0.5	1		
10/12/25	Analyzed TURN Opening Brief, in preparation for drafting Reply Brief	1	1			
10/12/25	Analyzed Cal Advocates Opening Brief, in preparation for drafting Reply Brief	0.5	0.5	0.5		
10/12/25	Analyzed Cal CCA Opening Brief, in preparation for drafting Reply Brief	0.5	0.5	0.5		
10/12/25	Analyzed CUE Opening Brief, in preparation for drafting Reply Brief	0.2	0.1	0.1	0.1	
10/12/25	Analyzed A4NR Opening Brief, in preparation for drafting Reply Brief	1	0.2	0.2	0.1	
10/12/25	Analyzed SCE Opening Brief, in preparation for drafting Reply Brief	0.1	0.1	0.1		
10/12/25	Analyzed EPUC Opening Brief, in preparation for drafting Reply Brief	0.2	0.1	0.1	0.1	
10/12/25	Analyzed Women's Energy Matters Opening Brief, in preparation for drafting Reply Brief	0.2	0.1	0.1	0.1	
10/12/25	Analyzed Mothers for Peace Opening Brief, in preparation for drafting Reply Brief	1				
10/14/25	drafted memo on initial impressions on potential Reply Brief structure for J. Birkelund	0.2	0.1	0.1	0.1	
10/19/25	Outline and preparation of drafting Reply Brief	0.5	1	0.5	0.5	
10/19/25	Began writing initial draft of Reply Brief	1	0.5	0.5		
10/20/25	drafted Reply Brief	1.5	1	0.5	1	
10/21/25	edited Reply Brief	2	1	1	1	
10/22/25	final revisions to Reply Brief	0.5	0.5	0.5	0.5	
10/22/25	email to J. Weberski, re: final findings / legal conclusions in Reply brief	0.1	0.1	0.1		
11/17/25	analyzed DCPD PD	1	0.5	1	0.5	
11/18/25	Drafting Opening Comments on DCPD PD	3	1.5	1.5	1	
11/19/25	Drafting Opening Comments on DCPD PD	2	1	1	1	
11/20/25	final review and edits to Opening Comments on DCPD PD	1	0.5	0.5		
11/23/25	Analyzed CUE Opening Comments on DCPD PD	0.25		0.25		
11/23/25	Analyzed A4NR Opening Comments on DCPD PD	2				
11/23/25	Analyzed PG&E Opening Comments on DCPD PD	0.5	0.5	0.5		
11/23/25	Analyzed CGNP Opening Comments on DCPD PD	0.5				
11/23/25	Analyzed EPUC Opening Comments on DCPD PD	0.5				
11/23/25	Analyzed TURN Opening Comments on DCPD PD	0.5	0.5	0.5		
11/23/25	Analyzed CARE Opening Comments on DCPD PD	0.5				
11/24/25	drafted Reply Comments on DCPD PD	1	1	1	1	
11/25/25	implemented final review and edits	0.3	0.2	0.2	0.3	
12/3/25	analyzed ALJ's revisions to DCPD PD	0.2	0.1	0.1	0.1	
12/3/25	memo to J. Birkelund regarding changes to DCPD PD	0.2	0.1	0.1	0.1	
	<b>Totals:</b>	<b>35.8</b>	<b>20</b>	<b>20.2</b>	<b>13</b>	<b>0.4</b>

**A.25-03-015 - Request for Intervenor Compensation**  
**Attachment 2. Time Sheet Records with Allocation of Hours by Issue and Contribution to D.25-12-007**

**Time Sheet Entries for Attorney Jennifer Weberski**

**Issue Identification**

- 1 Operations and Management Costs
- 2 Resource Adequacy Substitution Capacity Costs
- 3 Volumetric Performance Fees Spending Plan
- 4 Compliance with Other Decisions
- 5 General Participation, including hearings

<u>Date</u>	<u>Activity</u>	<u>Issue 1</u>	<u>Issue 2</u>	<u>Issue 3</u>	<u>Issue 4</u>	<u>Issue 5</u>
8/20/25	Strategy emails with L. May re need for hearings					0.5
8/21/25	Discussion with L. May on cross requirements					0.75
8/22/25	Email with L. May re possilbe hearing prep					0.5
8/25/25	Prepare strategy for evid hearings.					0.3
8/25/25	Call with L. May and M. Brown regarding the same.					0.7
8/26/25	Email on M&C with request to PG&E					0.75
9/4/25	Litigation strategy emails with L. May					0.4
9/4/25	Follow-up with L. May on cross					0.1
10/1/25	Emails w L. May / J. Birkelund on litigation strategy.	0.25	0.25	0.25		
	<b>Totals:</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0</b>	<b>4</b>

**A.25-03-015 - Request for Intervenor Compensation**  
**Attachment 2. Time Sheet Records with Allocation of Hours by Issue and Contribution to D.25-12-007**

**Time Sheet Entries for General Counsel James M. Birkelund**

**Issue Identification**

- 1 Operations and Management Costs
- 2 Resource Adequacy Substitution Capacity Costs
- 3 Volumetric Performance Fees Spending Plan
- 4 Compliance with Other Decisions
- 5 General Participation, including hearings

<u>Date</u>	<u>Activity</u>	<u>Issue 1</u>	<u>Issue 2</u>	<u>Issue 3</u>	<u>Issue 4</u>	<u>Issue 5</u>
4/25/25	Analyze Application and indentify SBUA interests.	1	0.5	0.75		
5/12/25	Rev parties' protests and responses.	0.5	0.5	0.5		
5/13/25	Rev ALJ Ruling setting PHC.					0.25
5/19/25	Rev PG&E reply to protest/responses.	0.5	0.5	0.25		
5/29/25	Confer w M. Brown re positions in PHC.	0.2	0.1	0.2		
5/30/25	As above.					0.5
5/30/25	Draft SBUA motion for party status.	0.5				0.5
7/2/25	Crrspnd w expert re testimony.	0.2	0.1	0.1	0.1	
7/3/25	Rev Scoping Memo.	0.25	0.25	0.25	0.25	
7/16/25	Confer w L. May re edits to SBUA direct test.	0.1	0.05	0.1		
7/16/25	Strategy call w L. May re SBUA direct test.	0.1		0.1		
7/17/25	Confer w M. Brown re edits to testimony.	0.1	0.05	0.1		
7/21/25	Strategy call w L. May re revisions to direct test.	0.1		0.1		
7/30/25	Rev M. Brown 1st draft re rebuttal test.	0.1	0.1	0.2	0.1	
8/5/25	Rev PG&E invitation to meet and confer.					0.25
8/5/25	Crrspnd to L. May re meet and confer strategy.					0.25
8/8/25	Confer w expert re edits to Rebuttal Test.	0.25				
8/12/25	Rev PG&E email re meet and confer.					0.25
8/19/25	Analyze PG&E rebuttal test and identify PG&E witnesses for cross-exam.	1	0.75			
8/20/25	Advise L. May re meet and confer.					0.25
8/21/25	Rev PG&E notice of meet and confer.					0.25
8/26/25	Rev SBUA proposed data requests.	0.25				
8/26/25	Rev CARE exhs.					0.25
8/26/25	Strategy crrspnd w L. May re SBUA cross examination of PG&E witnesses.	0.5				
8/26/25	Crrspnd w PG&E re stipulations in lieu of cross.	0.5				
8/27/25	Edits to SBUA DR.	0.5				
8/31/25	Rev ALJ notice of EH.					0.25
8/31/25	Rev ALJ Ruling requesting addn info from PG&E.					0.25
8/31/25	Rev PG&E's Jt Meet & Confer Rprt.					0.25
9/3/25	Crrspnd w PG&E re data responses in lieu of cross.	0.25				
9/4/25	Rev PG&E response to SBUA DR.	0.25				
9/4/25	Rev PG&E proc request re EH.					0.25
9/4/25	Rsch overlapping positions in SBUA test w other parties.	0.2	0.1	0.1	0.1	
9/4/25	Strategy w L. May re EH.	0.2	0.1	0.1	0.1	
9/8/25	Rev ALJ crrspnd w TURN re EH.					0.25
9/8/25	Rev ALJ ruling marking exhibits.					0.25
9/8/25	Rev L. Raffi (PG&E) email re SBUA stipulation in lieu of cross.	0.25				
9/9/25	Rev PG&E response to ALJ re supporting workpapers in Att. A (fixed payment forecast).					0.25
9/10/25	Rev PG&E updated exh list.					0.25

<u>Date</u>	<u>Activity</u>	<u>Issue 1</u>	<u>Issue 2</u>	<u>Issue 3</u>	<u>Issue 4</u>	<u>Issue 5</u>
9/25/25	Rev crrspnd w ALJ and CalAdv re op briefs.					0.25
9/25/25	Crrspnd w CalAdv re extension.					0.25
9/29/25	Rev CalAdv mt for extension.					0.25
9/29/25	Rev and cmmts on L. May 1st draft of SBUA op brief.	0.2	0.1	0.1	0.1	
9/30/25	Confer w expert re the same.	0.1	0.05	0.1		
9/30/25	Crrspnd w L. May re edits to SBUA op test.	0.2	0.1	0.2		
9/30/25	Edits to SBUA op brief.	1	0.5	0.5		
10/1/25	As above.	0.75	1	1.25	0.5	
10/2/25	Crrspnd w L. May re strategy for SBUA reply brief.	0.25				
10/2/25	Rev Ruling allowing addn test.					0.25
10/17/25	Crrspnd w L. May re strategy on reply brief.	0.1	0.2	0.1	0.1	
10/21/25	Rsch and edits to SBUA reply brief.	1	0.75	1		
10/23/25	Rev other parties' reply briefs.	0.75	0.5	0.25	0.25	
10/30/25	Rev Ruling setting Oral Argument.					0.25
10/30/25	Rev Rulings on mts to admit exhs.					0.25
11/3/25	Analyze Proposed Decision (PD).	0.5	0.25	0.25	0.25	
11/3/25	Crrspnd w L. May re the same.	0.25				
11/18/25	Rev ALJ Ruling re Oral Argument.					0.25
11/20/25	Rev L. May memo on PD and SBUA positions.	0.5				
11/20/25	Edits to SBUA op cmmts on PD.	0.75		0.25		
11/21/25	Rev other parties' op cmmts on PD.	0.75				
11/24/25	Addn analysis of parties' op cmmts on PD.	1	0.5	0.5	0.5	
11/25/25	Edits to SBUA reply cmmts on PD.	1.5				
11/26/25	Rev other parties' reply cmmts on PD.	0.5	0.25	0.25	0.25	
12/3/25	Rev changes to PD re transition and renewal costs.					0.25
	<b>Totals:</b>	<b>17.9</b>	<b>7.3</b>	<b>7.6</b>	<b>2.6</b>	<b>6.75</b>

**Compensation Related Hours**

6/26/25	Edit NOI.	1.5				
2/4/26	Draft comp claim.	3.5				
2/6/26	Draft comp claim.	4.25				
2/9/26	Finalize comp claim.	3.5				
	<b>Total:</b>	<b>12.75</b>				

**A.25-03-015 - Request for Intervenor Compensation**  
**Attachment 2. Time Sheet Records with Allocation of Hours by Issue and Contribution to D.25-12-007**

**Time Sheet Entries for Expert Michael Brown**

<b>Billing Codes</b>	<b>Activity</b>
O&M	Operations and Management Costs
RA	Resource Adequacy Substitution Capacity Costs
VP	Volumetric Performance Fees Spending Plan
Compliance	Compliance with Other Decisions
GP	General Participation, including hearings

<b>DATE</b>	<b>ACTIVITY</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>Associated costs</b>	<b>Explanation of costs</b>
2025.05.30	GP	Attended prehearing conference	1.5		
2025.05.30	GP	Reviewed protests, emailed SBUA about hearing attendance.	0.2		
2025.05.30	O&M	Reviewed protests	0.3		
2025.05.30	RA	Reviewed protests	0.3		
2025.05.30	VP	Reviewed protests	0.3		
2025.06.15	GP	Reviewed transcript. Set up template for testimony.	0.1		
2025.06.15	O&M	Began creation of testimony.	0.5		
2025.06.15	RA	Began creation of testimony.	0.5		
2025.07.03	O&M	Created testimony regarding O&M costs	0.9		
2025.07.03	RA	Created testimony regarding RA	1.9		
2025.07.03	VP	Created testimony on VPF	3.1		
2025.07.03	Compliance	Created testimony on compliance and other decisions	2.1		
2025.07.24	O&M	Refined and revised testimony	0.5		
2025.07.24	RA	Refined and revised testimony	0.8		
2025.07.24	VP	Refined and revised testimony	0.9		
2025.07.24	Compliance	Refined and revised testimony	0.5		
2025.07.29	O&M	Reviewed reply testimony of other intervenors	0.5		
2025.07.29	RA	Reviewed reply testimony of other intervenors	0.5		
2025.07.29	VP	Reviewed reply testimony of other intervenors	1		
2025.07.29	Compliance	Reviewed reply testimony of other intervenors	1.8		
2025.07.30	O&M	Created draft reply testimony	0.4		
2025.07.30	RA	Created draft reply testimony	1.4		
2025.07.30	VP	Created draft reply testimony	2.2		
2025.07.30	Compliance	Created draft reply testimony	0.8		
2025.08.25	Compliance	Meeting with SBUA counsel regarding cross examination testimony.	0.6		
2025.08.26	Compliance	Researched whether PG&E agreed to an audit of DWR funds which were received.	1.1		
2025.08.26	Compliance	Correspondence on cross examination with various counsel	1.6		
		<b>Total:</b>	<b>26.3</b>		

## **ATTACHMENT 3**

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into by and between Small Business Utility Advocates, a California 501(c)(3) corporation ("Client") and The Law Offices of Michael Brown, with its principal place of business located in Visalia, California ("Consultant") (collectively, the "Parties"). This Agreement sets forth the terms under which Consultant provides technical and expert services to Client in connection with its work at the California Public Utilities Commission ("CPUC").

### AGREEMENT

**NOW, THEREFORE**, the undersigned authorized representatives of each of the Parties agree as follows:

1. Services to Be Provided. Consultant agrees to provide expert consulting services to Client in CPUC proceedings and matters as mutually agreed upon. These services include: analyzing relevant filings, testimony, and data requests; developing and drafting expert testimony on behalf of Client; assisting with discovery, including drafting and responding to data requests; preparing for and participating in CPUC hearings and workshops, as needed; supporting Client in drafting comments, briefs, and reply briefs; and performing other mutually agreed-upon tasks to support Client's participation in the proceedings.
2. Compensation and Billing. Client agrees to seek compensation for Consultant at market rates under CPUC resolutions, rules, and guidelines. In 2025, the Parties agree to seek an hourly rate for Consultant of \$340 (based on a market rate of \$310 in 2023, escalated by 4.07% to \$325 in 2024, escalated by 3.46% for 2025), subject to CPUC approval. If CPUC approves a different billing rate, that rate shall apply. Consultant acknowledges that intervenor compensation is not guaranteed and the CPUC has sole discretion to determine hourly rates and compensation. The payment for all work performed under this Agreement shall be deferred until the CPUC awards intervenor compensation. If the CPUC denies any portion of intervenor compensation for Consultant's work, for whatever reason, including Client's missed deadlines, Client shall not be responsible for payment beyond the amount directly awarded by the CPUC specifically for Consultant's work. Consultant acknowledges under the Commission's compensation rules, regulations, and guidelines, certain time and expenses incurred, such as for research software, photocopying, telephone, postage, proofing, as well as managing filings, scheduling, and administrative support for testimony, are deemed "overhead" to be covered by the hourly rate charged and not separately recoverable under intervenor compensation. To the extent expenses are incurred that are not reimbursed by the intervenor program (including such as travel expenses), Client and Consultant will discuss in advance and mutually agree on the treatment of such expenses. Consultant may submit periodic invoices, specifying time and costs for services performed.
3. Term and Termination. This Agreement shall commence on the date Consultant first performed services for Client ("Effective Date") and remain in effect until the conclusion of any active proceeding that Consultant is working on at the CPUC, unless terminated earlier by either party with 30 days' written notice. If either party materially breaches this Agreement, the non-breaching party may terminate the Agreement immediately upon written notice. Sections 3-8 of this Agreement will survive termination.
4. Independent Contractor Relationship. Consultant is an independent contractor and shall not be considered an employee of Client. Consultant shall be responsible for all taxes, insurance, and benefits applicable to self-employment.
5. Confidentiality. Consultant agrees to maintain the confidentiality of all proprietary or sensitive information received from Client and shall not disclose such information to any third party without prior written consent, except as required by law.
6. Liability Limitation; Exclusive Remedy. Notwithstanding anything else in this agreement, in no event will either Party be liable for any damages, including without limitation any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising out of, based on, or resulting from the services provided under this Agreement. If either Party has any dispute or claim against the other Party with respect to this Agreement, the sole and exclusive remedy is to discontinue services.

7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles thereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and will supersede all prior discussions, documents, agreements, and prior course of dealing. This Agreement will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. In the event of inconsistencies between this Agreement and any invoices, this Agreement shall control. All notices required or permitted hereunder shall be to the respective addresses listed in the signature block. Notice may be given by electronic mail, provided that such notice is acknowledged by a return email or is also sent the same day via first class mail.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute one instrument. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile or portable document format copies or counterparts of the signature page, which facsimile or PDF copies or counterparts shall be binding upon the Parties.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement:

**SBUA**

By:  \_\_\_\_\_

Date: 03/17/2025

Name: Jesse Honig

Title: Treasurer

Small Business Utility Advocates

548 Market St., #11200

San Francisco, CA 94104

Email: jesse@utilityadvocates.org

Tel: 415-602-6223

**Consultant**

By:  \_\_\_\_\_

Date: 3/21/2025

Name: Michael Brown

Title: Expert

1809 West Main St., Suite H

Visalia, CA 93291

Email: michael@mbrownlaw.net

Tel: 415-699-0261

# **ATTACHMENT 4**

**STATEMENT OF WORK**

This Statement of Work (SOW) is issued pursuant to the Consultant and Fee Agreement dated on or around April 18, 2025 (Agreement), by and between Small Business Utility Advocates (Client) and E&E Law Corp. (Consultant) (collectively, the Parties). This SOW relates to the Parties' work in A.25-03-015 (Application of Pacific Gas and Electric Company to Recover in Customer Rates the Costs to Support Extended Operation of Diablo Canyon Power Plant from January 1 through December 31, 2026, and for Approval of Planned Expenditure of 2026 Volumetric Performance Fees) (Proceeding).

The Parties agree that Consultant is providing professional services to represent Client as an intervenor in the Proceeding before the California Public Utilities Commission (Commission). Pursuant to the Agreement, Consultant's compensation for services in the proceeding is contingent upon and limited to amounts awarded by the Commission through intervenor compensation, based on Commission-approved market rates. This SOW is binding and further specifies the market rates the Parties intend to seek.

Pursuant to the Agreement, Client will seek, in any intervenor compensation claim, reimbursement for James Birkelund's services as General Counsel at market rates of \$830 per hour in 2025, escalated to \$860 per hour in 2026, and for Luke May's services at \$495 per hour in 2025, escalated to \$510 per hour in 2026.<sup>1</sup> All requested hourly rates, time, and costs remain subject to review and approval by the Commission in accordance with applicable intervenor compensation statutes, rules, and Commission precedent.

Consistent with the Agreement, any consultant fees and costs recovered by Client in this proceeding for work performed by Consultant shall be paid and disbursed in full to E&E Law Corp. This does not include any compensation awarded for work performed by Client's in-house staff or other non-Consultant representatives.

All terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereby execute this Statement of Work:

**Client**

By: Jennifer Weberski  
Jennifer Weberski  
Litigation Supervisor  
Small Business Utility Advocates  
Date: February 3 2026

**Consultant**

By: James M. Birkelund  
James M. Birkelund  
Attorney  
E&E Law Corp.  
Date: January 28, 2026

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<sup>1</sup> The Commission's 2026 annual escalator is not yet available. For 2026, the Parties apply a 3.3% escalation rate consistent with Resolution ALJ-393 (p. 4), based on the Bureau of Labor Statistics Employment Cost Index (ECI), Table 5, for "Management, professional, and related excluding incentive paid occupations." See U.S. Bureau of Labor Statistics ECI Table 5: [www.bls.gov/news.release/eci.t05.htm](http://www.bls.gov/news.release/eci.t05.htm).