

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



**FILED**

02/06/26

08:59 AM

R2203016

Order Instituting Rulemaking Proceeding to  
Consider Amendments to General Order 133.

Rulemaking 22-03-016  
(Filed March 17, 2022)

**SUPPLEMENT TO THE INTERVENOR COMPENSATION CLAIM OF  
THE UTILITY REFORM NETWORK**

Leo Fitzpatrick  
Telecom. Policy Analyst

**The Utility Reform Network**  
360 Grand Ave. #150  
Oakland, CA 94610  
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lfitzpatrick@turn.org

February 6, 2026

## **SUPPLEMENT TO THE INTERVENOR COMPENSATION CLAIM OF THE UTILITY REFORM NETWORK**

On November 25, 2025, The Utility Reform Network (“TURN”) filed an Intervenor Compensation Claim in this proceeding. On January 8, 2026, the Commission directed TURN to file a Supplement to the Intervenor Compensation Claim to provide a copy of the consultant agreements or contracts for outside expert consultants Susan Baldwin and Steven McKinnon that verify the 2022 and 2023 rates charged to TURN. Pursuant to the Commission’s directive, TURN hereby attaches copies of the original consulting agreements governing Susan Baldwin and Steven McKinnon’s work in this proceeding.

Attachment A includes the consulting agreement between TURN and SM Baldwin Consulting, LLC. Susan Baldwin’s hourly rate for work conducted in 2023 is listed on the second page of the agreement.

Attachment B includes the consulting agreement between TURN and Steven McKinnon of Crown Technology Group.<sup>1</sup> Steven McKinnon’s hourly rate for work conducted in 2022 and 2023 is listed on the second page of the agreement.<sup>2</sup>

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<sup>1</sup> TURN has redacted the rate for Steven McKinnon’s work related to other CPUC proceedings not under the CPUC Intervenor Compensation Program, for state or federal legislation, and for other TURN projects as its is unrelated to the rate in TURN’s Intervenor Compensation Claim in this proceeding.

<sup>2</sup> TURN’s agreement with Steven McKinnon concerns work related to “Cal Advocates Office’s Petition for Rulemaking (P.21-10-003) . . . and any subsequent related CPUC proceedings . . . [.]” As the Commission observes in Decision 25-09-031, it adopted an Order Instituting Rulemaking proceeding “to consider proposed amendments to the Commission’s General Order (GO) 133” “[i]n response to Petition 21-10-003[.]” *See* D.25-09-031 at 1 (issued in R.22-03-016 on Sept. 26, 2025).

Respectfully submitted,

By: /s/ Leo Fitzpatrick

Leo Fitzpatrick,  
Telecom. Policy Analyst  
**THE UTILITY REFORM NETWORK**

Dated: February 6, 2026

## **ATTACHMENT A**

Consulting agreement between TURN and SM Baldwin Consulting, LLC



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**Northern California**

785 Market Street, Suite 1400  
San Francisco, CA 94103

415 929-8876 • [www.turn.org](http://www.turn.org)

**Southern California**

1620 Fifth Avenue, Suite 810  
San Diego, CA 92101

619 398-3680 • [www.turn.org](http://www.turn.org)

January 13, 2023

Susan M. Baldwin  
SM Baldwin Consulting, LLC  
45 Acorn Path  
Groton, MA 01450  
[smbaldwinconsulting@gmail.com](mailto:smbaldwinconsulting@gmail.com)

Re: Consulting Agreement for CPUC Rulemaking 22-03-016 (R.22-03-016)

Dear Susan,

This letter is to confirm the terms of the consulting agreement between The Utility Reform Network (“TURN”) and SM Baldwin Consulting, LLC (SMB). The primary intent is for SMB to provide TURN with expert consulting services. These services will be for TURN’s work related to the California Public Utilities Commission (CPUC) proceeding R.22-03-016, and any subsequent or related judicial work as necessary.

TURN and SMB acknowledge that SMB work subject to this agreement began on January 4, 2023. This agreement will end upon the mutual agreement of both TURN and SMB.

**Scope of Work**

Working in conjunction with and under the direction of TURN's attorneys and analysts, SMB will provide expert consulting services on issues related to TURN's participation in designated CPUC proceedings or related matters, with the exact scope of services to be determined by mutual agreement between TURN and SMB on a case-by-case basis. The services to be provided by SMB include identification and analysis of issues, preparation of pleadings, preparation of data requests and analysis of data request responses, working with other TURN consultants, and preparation and sponsorship of expert witness testimony.

More specifically, the expert consulting services to be provided by SMB, at TURN’s direction, may include any of the following primary activities:

- Analyzing CPUC documents, including party CPUC filings such as applications, comments, and testimony as well as CPUC Assigned Commissioner, Administrative Law

SM Baldwin Consulting

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Judge, or CPUC Staff proposals, reports, and proposed decisions. This work includes identifying issues and preparing a narrative or other response.

- Assisting with the preparation of TURN's CPUC comments, testimony, or affidavits in response to CPUC filings such as applications, comments, and testimony as well as CPUC Assigned Commissioner, Administrative Law Judge, or CPUC Staff proposals, reports, and proposed decisions.
- Preparing for and participating in CPUC workshops, including possible presentations, and evidentiary hearings, as scheduled or as necessary.
- Participating in *ex parte* meetings with CPUC Commissioners or their staff, or with CPUC Communications Division Staff.
- Participating in meetings with other parties in CPUC proceedings.
- Drafting discovery requests or requests for information for the CPUC or CPUC parties, reviewing the related responses, and assisting with TURN's response to the related request sent by the CPUC or CPUC parties.

The scope of issues to be addressed by SMB and the scope of work tasks as described above are subject to reconsideration and amendment upon request by either party and based on mutual agreement and further negotiation between SMB and TURN's representatives in each case or project. Both parties agree to revisit the scope and hours per project should SMB and her subcontractor have collectively billed over 40 hours for their work, at which point, SMB and TURN will discuss a mutually agreeable limitation on SMB's hours billed to TURN, which TURN will then communicate to SMB by email or correspondence.

### **Hourly Rates**

For work completed for CPUC proceedings under the CPUC Intervenor Compensation Program, SMB agrees to provide expert consulting services for experts listed below:

- Susan Baldwin, hourly rate of \$370.
- Tim Howington (subcontractor to SMB), hourly rate of \$225.

Additional charges related to the work for R.22-03-016, such as travel expenses, may be authorized by TURN if needed by SMB to complete the scope of work that is mutually agreed to by TURN and SMB.

### **Billing and Payment and Deferred Compensation**

SMB will provide each month, a monthly invoice that tracks each project, and a cumulative billing total in each monthly invoice to assist with cost tracking. Along with the monthly invoice, SMB will submit each month a daily timesheet for all SMB consulting services (including those of SMB's subcontractor) on behalf of TURN, with entries that describe sufficient details to identify the nature of the work and the issues addressed. Prior to incurring

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any additional costs, TURN and SMB will discuss and mutually agree on the treatment of any substantial expenses, should such expenses arise.

For work completed for CPUC R.22-03-016, under the CPUC Intervenor Compensation Program, upon receipt of a monthly invoice from SMB, TURN will pay 50% of the hourly billing and 100% of billed expenses in accordance with the billing terms. The remaining 50% of the hourly billing for proceeding work will be deferred until the CPUC awards Intervenor Compensation to TURN and payment is received by TURN.

SMB and TURN understand that the CPUC may not fully reimburse TURN for work performed by SMB or for the hourly rate set out in this agreement. In this situation, TURN will reimburse SMB for all of the deferred invoiced amounts except half of the amount the CPUC does not reimburse. When and if intervenor compensation is received, TURN will promptly remit payment to SMB.

TURN is very pleased to have SMB performing services for TURN. Please signify your agreement to the terms outlined in this letter by signing below.

Sincerely,

DocuSigned by:



Richard A. Perez

Chief Financial Officer

Agreement to the terms described above:

DocuSigned by:



Susan Baldwin,  
SM Baldwin Consulting, LLC

## **ATTACHMENT B**

Consulting agreement between TURN and Steven McKinnon of Crown Technology Group.





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San Diego, CA 92101

619 398-3680 • [www.turn.org](http://www.turn.org)

February 16, 2022

Steven McKinnon  
Crown Technology Group  
1818 Library Street,  
Reston, VA 20190

Re: Consulting Agreement

Dear Steven,

This letter is to confirm the terms of the consulting agreement between The Utility Reform Network (“TURN”) and Steven McKinnon of Crown Technology Group. The primary intent is for Mr. McKinnon to provide TURN with expert consulting. The expert consulting will be for TURN’s work related to the Cal Advocates Office’s Petition for Rulemaking (P.21-10-003) submitted to the California Public Utilities Commission (“CPUC”) and any subsequent related CPUC proceedings and, or generally, the adoption and revisions of service quality, outage metrics, and associated reporting and enforcement. In addition, the expert consulting may include assistance with federal or state legislation or related projects on a case-by-case basis.

TURN and Steven McKinnon acknowledge that Mr. McKinnon’s work subject to this agreement began on February 17, 2022. This agreement will end upon the mutual agreement of both TURN and Steven McKinnon.

**Scope of Work**

Steven McKinnon will provide expert consulting services, which may include, at TURN’s direction, any of the following primary activities:

- Analyzing CPUC documents, including party CPUC filings such as applications, comments, and testimony as well as CPUC Assigned Commissioner, Administrative Law Judge, or CPUC Staff proposals, reports, and proposed decisions. This work includes identifying issues and preparing a narrative or other response.
- Assisting with the preparation of TURN’s CPUC comments, testimony, or affidavits in response to CPUC filings such as applications, comments, and testimony as well as CPUC Assigned Commissioner, Administrative Law Judge, or CPUC Staff proposals, reports, and proposed decisions.
- Preparing for and participating in CPUC workshops, including possible presentations.

- Participating in *ex parte* meetings with CPUC Commissioners or their staff, or with CPUC Communications Division Staff.
- Participating in meetings with other parties in CPUC proceedings or FCC proceedings.
- Drafting discovery requests or requests for information for the CPUC or CPUC parties, reviewing the related responses, and assisting with TURN's response to the related request sent by the CPUC or CPUC parties.

Steven McKinnon will also provide expert consulting services, at TURN's direction, for these activities:

- Reviewing and analyzing state legislative proposals sponsored by TURN.
- Assist with the development of TURN's position regarding state or federal legislative proposals.

The scope of issues to be addressed by Steven McKinnon and scope of work tasks as described above is subject to reconsideration and amendment upon request by either party and based on mutual agreement and further negotiation between Steven McKinnon and TURN's representatives in each case or project. Both parties agree to revisit the scope and hours per project should a project take more than 20 hours in a month.

### **Hourly Rates**

#### *Category I:*

For work completed for CPUC proceedings under the CPUC Intervenor Compensation Program, Steven McKinnon agrees to provide expert consulting services at \$240.00 per hour. Additional charges may be authorized by TURN if needed by Steven McKinnon to complete the scope of work that is mutually agreed to by TURN and Steven McKinnon.

#### *Category II:*

For work completed for other CPUC proceedings not under the CPUC Intervenor Compensation Program, or for state or federal legislation, or for other TURN projects, Steven McKinnon agrees to provide expert consulting services at [REDACTED] per hour. Additional charges may be authorized by TURN if needed by Steven McKinnon to complete the scope of work that is mutually agreed to by TURN and Steven McKinnon.

### **Billing and Payment and Deferred Compensation**

Steven McKinnon will provide each month, a monthly invoice that tracks each project, and a cumulative billing total in each monthly invoice to assist with cost tracking. The monthly invoice and the cumulative billing should distinguish the work completed for CPUC proceedings under the CPUC Intervenor Compensation Program (Category I) and the rest of the projects (Category II). Along with the monthly invoice, Steven McKinnon will submit each month a daily timesheet for his expert consulting services on behalf of TURN, with entries that describe

Steven McKinnon  
[February 16, 2022]  
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sufficient details to identify the nature of the work and the issues addressed. TURN and Steven McKinnon will discuss and mutually agree on the treatment of any substantial expenses, should such expenses arise in Category I or Category II work.

*Category I:*

For work completed for CPUC proceedings under the CPUC Intervenor Compensation Program, upon receipt of a monthly invoice from Steven McKinnon, TURN will pay 50% of the hourly billing and 100% of billed expenses in accordance with the billing terms. The remaining 50% of the hourly billing for proceeding work will be deferred until the CPUC awards Intervenor Compensation to TURN and payment is received by TURN.

Steven McKinnon and TURN understand that the CPUC may not fully reimburse TURN for work performed by Steven McKinnon or for the hourly rate set out in this agreement. In this situation, TURN will reimburse Steven McKinnon for all of the deferred invoiced amounts except half of the amount the CPUC does not reimburse. When and if intervenor compensation is received, TURN will promptly remit payment to Steven McKinnon.

*Category II:*

For work completed for other CPUC proceedings not under the CPUC Intervenor Compensation Program, or for state or federal legislation, or for other TURN projects, TURN will pay 100% of the hourly billing and 100% of the billed expenses associated with legislative consulting and other projects as mutually agreed to by both parties.

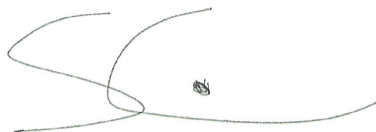
We are very pleased to have you performing services for TURN. Please signify your agreement to the terms outlined in this letter by signing below.

Sincerely,



Richard A. Perez  
Chief Financial Officer

Agreement to the terms described above:



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Steven McKinnon  
[Crown Technology Group, Managing Principal and Founder]