



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

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Application of Pacific Gas and Electric
Company (U 39 E) for Approval of Electric
Rule No. 30 for Transmission-Level Retail
Electric Service

(U 39 E)

Application No. 24-11-007
(Filed November 21, 2024)

**JOINT MOTION FOR ADOPTION OF PARTIAL SETTLEMENT AGREEMENT
OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 E), THE PUBLIC
ADVOCATES OFFICE, THE CALIFORNIA COMMUNITY CHOICE
ASSOCIATION, AND SIERRA CLUB**

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Dated: May 7, 2026

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I. INTRODUCTION

In accordance with Rules 12.1 and 1.8(d) of the California Public Utilities Commission’s (Commission) Rules of Practice and Procedure (Rules) Pacific Gas and Electric Company (PG&E), the California Community Choice Association (CalCCA),¹ the Public Advocates Office at the California Public Utilities Commission (Cal Advocates), and Sierra Club (collectively, the “Settling Parties”) request that the

¹ California Community Choice Association represents the interests of 24 community choice electricity providers in California: Apple Valley Choice Energy, Ava Community Energy, Central Coast Community Energy, Clean Energy Alliance, Clean Power Alliance of Southern California, CleanPowerSF, Desert Community Energy, Energy For Palmdale’s Independent Choice, Lancaster Energy, Marin Clean Energy, Orange County Power Authority, Peninsula Clean Energy, Pico Rivera Innovative Municipal Energy, Pioneer Community Energy, Pomona Choice Energy, Rancho Mirage Energy Authority, Redwood Coast Energy Authority, San Diego Community Power, San Jacinto Power, San José Clean Energy, Santa Barbara Clean Energy, Silicon Valley Clean Energy, Sonoma Clean Power, and Valley Clean Energy.

Commission approve a settlement agreement (“Settlement Agreement”)² as a resolution of certain issues in PG&E’s Application for Approval of Electric Rule No. 30 for Transmission-Level Retail Electric Service, Application (A.) 24-11-007 filed at the California Public Utilities Commission (Commission) on November 21, 2024 (Electric Rule 30 Application). The issues resolved in the Settlement Agreement concern reporting and information sharing issues identified as Issues 4.a, 4.b, and part of 5.a (Reporting and Information Sharing Issues) of the March 11, 2025, Assigned Commissioner’s Scoping Memo and Ruling on Pacific Gas and Electric Company’s Request to Implement a New Electric Rule 30 Tariff (Scoping Memo).

In the Settlement Agreement and this Joint Motion, the Settling Parties request that the Commission approve the Settlement Agreement, the terms of which are summarized in Section IV of this Joint Motion, which resolves the Reporting and Information Sharing Issues. The Settlement Agreement does not address any other issues in this Proceeding.

For the reasons described in this Joint Motion, the Settlement Agreement is in the public interest, reasonable in light of the whole record, and consistent with law. The Settlement Agreement will promote information sharing among the Settling Parties and the Commission and establish clear rules regarding coordination of service among PG&E and the various Community Choice Aggregators (CCAs).

II. PROCEDURAL HISTORY

PG&E filed this Application on November 21, 2024. On December 19, 2024, Resolution ALJ 176-3556 was issued preliminarily determining the category of this proceeding as ratesetting.

² The Settlement Agreement is attached hereto as Attachment 1.

On December 23, 2024, three parties (Cal Advocates, The Utility Reform Network (TURN)), and the Joint Community Choice Aggregators (Joint CCAs)³) filed comments and protests. PG&E filed its reply on January 2, 2025.

On January 15, 2025, Administrative Law Judge (ALJ) Lakhanpal issued an e-mail ruling setting a prehearing conference and requiring a prehearing conference statement.

On January 17, 2025, PG&E, Cal Advocates, TURN, and the Joint CCAs submitted a Joint Prehearing Conference Statement.

On January 24, 2025, PG&E filed a motion requesting authority to implement Electric Rule 30 on an interim basis (Interim Implementation Motion).

On January 29, 2025, the Commission held a pre-hearing conference. At the pre-hearing conference, ALJ Lakhanpal granted San Jose Clean Energy's motion for party status.

On February 10, 2025, Cal Advocates, TURN, and the Joint CCAs filed responses to PG&E's Interim Implementation Motion. On February 10, ALJ Lakhanpal granted PG&E's request to file a reply and on February 18, 2025, PG&E submitted a reply to parties' responses.

On March 11, 2025, Commission President Reynolds issued the Scoping Memo.

On March 18, 2025, ALJ Lakhanpal issued the Administrative Law Judge's Ruling Requesting Information on Motion for Interim Implementation of Electric Rule No. 30 (Interim Implementation Ruling).

On March 21, 2025, PG&E submitted Supplemental Testimony which superseded and replaced the initial prepared testimony PG&E had submitted with its Application. PG&E's submission included an explanatory statement, Supplemental Testimony, and workpapers.

³ The Joint CCAs include Ava Community Energy, Central Coast Community Energy, Marin Clean Energy, Peninsula Clean Energy, Redwood Coast Energy Authority, and Silicon Valley Clean Energy.

On March 20, 2025, Shell Energy North America filed a motion for party status.

On April 4, 2025, PG&E and Cal Advocates filed responses to the Interim Implementation Ruling. On April 11, 2025, PG&E, Cal Advocates, TURN, Shell Energy, and the Joint CCAs filed replies to the Interim Implementation Ruling.

On April 21, 2025, ALJ Lakhanpal issued an e-mail ruling granting Shell Energy's motion for party status.

On June 6, 2025, CalCCA submitted a motion for party status.

On June 18, 2025, ALJ Lakhanpal issued an e-mail ruling granting CalCCA's motion for party status. The ruling notes that CalCCA assumed primary responsibility for addressing CCA issues on behalf of the Joint CCAs.

On June 19, 2025, ALJ Lakhanpal issued an email ruling modifying the procedural schedule.

On June 20, 2025, ALJ Lakhanpal issued a Proposed Decision Partly Granting and Partly Denying Pacific Gas and Electric Company's Motion for Interim Implementation of Electric Rule Number 30 (Interim Implementation Proposed Decision).

On June 23, 2025, Chief Judge Cooke issued a notice co-assigning this proceeding to ALJs Lakhanpal and Toy.

On June 30, 2025, TURN, Cal Advocates, and CalCCA submitted testimony.

On July 10, 2025, PG&E, CalCCA, and Cal Advocates filed opening comments on the Interim Implementation Proposed Decision. These parties filed reply comments on July 15, 2025.

On July 23, 2025, California Large Energy Consumers Association (CLECA) submitted a motion for party status.

On July 25, 2025, PG&E filed a Motion to Strike Testimony addressing portions of the testimony submitted by Cal Advocates and TURN (Motion to Strike).

On July 28, 2025, the Commission issued its Decision Partly Granting and Partly Denying Pacific Gas and Electric Company's Motion for Interim Implementation of Electric Rule Number 30.

On July 28, 2025, ALJ Toy issued the Administrative Law Judge's Ruling Resetting Date of Evidentiary Hearings.

On August 11, 2025, Cal Advocates filed a response to PG&E's Motion to Strike.

On August 19, 2025, PG&E and CLECA submitted rebuttal testimony.

On September 8, 2025, CalCCA submitted surrebuttal testimony.

On September 10, 2025, ALJ Toy issued Administrative Law Judge's Ruling Regarding Evidentiary Hearing Information and Motion to Strike Testimony. ALJ Toy's ruling denied PG&E's Motion to Strike.

On September 15, 2025, PG&E, Cal Advocates, TURN, CLECA, and CalCCA filed a Joint Case Management Statement.

On September 18, 19, and 22, 2025, ALJ Toy conducted hearings.

On October 6, 2025, PG&E filed a Motion for Transcript Corrections.

On October 9, 2025, ALJ Toy issued the Administrative Law Judge's Ruling Denying Motion of Public Advocates Office to Move Exhibits into Evidence.

On October 24, 2025, PG&E, CalCCA, Cal Advocates, TURN, and CLECA filed opening briefs.

On November 21, 2025, ALJ Toy issued the Administrative Law Judge's Ruling Suspending Proceeding Schedule.

On January 9, 2026, ALJ Toy issued the Administrative Law Judge's Ruling Establishing Proceeding Schedule.

On February 11, 2026, Cal Advocates, TURN, and CLECA jointly filed a motion to stay the schedule until the ALJ ruled upon PG&E's motion to supplement testimony.

On February 12, 2026, PG&E filed a response.

On February 13, 2026, PG&E filed a motion for leave to submit supplemental testimony.

On February 17, 2026, ALJ Toy issued an e-mail ruling that established a new proceeding schedule and ruled on the joint motion to stay the schedule and PG&E's motion to submit supplemental testimony.

On February 18, 2026, Sierra Club submitted a motion for party status and PG&E submitted supplemental testimony regarding Electric Rule 30 updates.

On February 19, 2026, Natural Resources Defense Council (NRDC) submitted a motion for party status.

On March 5, 2026, ALJ Toy issued a ruling granting the motion for party status submitted by Sierra Club and NRDC.

On March 13, 2026 Cal Advocates, TURN, PG&E, and Sierra Club submitted limited opening testimony.

On March 17, 2026, PG&E provided notice of a settlement conference to the service list, pursuant to Rule 12.1(b). The settlement conference was held remotely on March 27, 2026 at 11am. The following parties attended the settlement conference: PG&E, Cal Advocates, CalCCA, CLECA, NRDC, Sierra Club, and TURN.

On March 20, 2026, the California Coalition of Large Energy Users (CLEU) submitted a motion for party status.

On April 1, 2026, ALJ Toy issued a ruling granting the motion for party status submitted by CLEU.

On April 8, 2026, Cal Advocates, TURN, PG&E, CLEU, CLECA, and Sierra Club submitted rebuttal testimony.

On April 15 and 17, 2026, ALJ Toy conducted hearings.

III. INTERESTS AND POSITIONS OF THE SETTLING PARTIES

The applicant, PG&E, is an investor-owned utility serving electricity and gas customers throughout northern and central California. PG&E's primary interest in this proceeding is to establish default rules for customers seeking transmission-level retail electric interconnection. Cal Advocates is the independent ratepayer advocate in the Commission representing residential and small business customers with a mandate to obtain the lowest possible rates for utility services, consistent with reliable and safe service levels and the state's environmental goals. CalCCA represents the interests of California's CCAs at the legislature and at state regulatory agencies, including the Commission. Sierra Club is a national nonprofit organization of approximately 614,000 members nationwide dedicated to exploring, enjoying, and protecting the wild places of the earth; to practicing and promoting the responsible use of the earth's ecosystems and resources; to educating and enlisting humanity to protect and restore the quality of the natural and human environment; and to using all lawful means to carry out these objectives.

The Settlement Agreement presents a negotiated agreement that resolves the identified Reporting and Information Sharing Issues, as defined in the Settlement Agreement, in the Proceeding. The Settlement Agreement was achieved through extensive engagement in meet and confer sessions among the Settling Parties and in several all-party meetings. In particular, PG&E's quarterly and annual reporting obligations in the Settlement Agreement reflect detailed negotiations among the parties to address the needs and interests of the various parties. Similarly, the coordination of service provisions in the Settlement Agreement between PG&E and CalCCA represent

detailed negotiations and compromise, the result of which are clear rules and timelines for coordination of service for customers, PG&E, and affected CCAs.⁴

IV. SUMMARY OF THE SETTLEMENT AGREEMENT

The Settlement Agreement sets forth a framework for reporting and information sharing among the Settling Parties and the Commission, and for coordination of service between PG&E and affected CCAs.

The key issues addressed in this settlement are: (a) periodic reporting by PG&E to the Settling Parties and the Commission; (b) protection of confidential information through non-disclosure agreements between PG&E and parties receiving customer information; and (c) coordination of service between PG&E and affected CCAs.

A. Periodic Reporting and Information Sharing

Under the Settlement Agreement, PG&E has agreed to provide the Settling Parties and the Commission with certain information regarding transmission-level retail customers. The provision of this information will promote transparency among stakeholders, and improve the ability of affected CCAs and PG&E's Energy Procurement organization to plan for oncoming loads. PG&E has agreed to provide to these parties:

1. The information regarding interconnection inquiries provided in PG&E's submissions to the California Energy Commission (CEC).⁵

⁴ As defined in the Settlement Agreement at § 2.2 n.4, an affected CCA is the CCA that would be the default provider of generation service for a new transmission-level customer, including customers sited in a territory that will be served by a new CCA or an existing CCA that is expanding its service territory provided that the Commission has identified an effective date for implementation of the new CCA or the expansion pursuant to Section 366.2(c)(8).

⁵ See Settlement Agreement at § 2.2.

2. Quarterly reports on transmission-level customers who have applied for transmission-level retail interconnection but have not yet been energized.⁶

3. Annual reports on transmission-level customers who have been energized.⁷

B. Protection of Customer Information

Affected CCAs and Sierra Club have agreed to enter into NDAs to protect the customer information they will receive pursuant to the Settlement Agreement.⁸

C. Coordination of Service

The Settlement Agreement creates a clear set of rules regarding coordination of service between affected CCAs and PG&E,⁹ including setting forth:

1. CCAs are the default providers of generation service for new customers in their service territory.

2. When customers are considered enrolled.

3. The timeline for customers to opt-out of default CCA generation service or to provide notice to switch between CCA- and PG&E-generation service.

V. DISCUSSION

A. Standard of Review

The Commission may approve a settlement only if it finds the settlement to be “reasonable in light of the whole record, consistent with law, and in the public interest.”¹⁰

⁶ See Settlement Agreement at § 2.3.

⁷ See Settlement Agreement at § 2.4.

⁸ See Settlement Agreement at § 2.5.

⁹ See Settlement Agreement at § 2.6.

¹⁰ Rule 12.1(d).

While the Commission reviews the individual terms of a settlement, the Commission approves settlement agreements based on whether the settlement agreement is just and reasonable as a whole:

In assessing settlements we consider individual settlement provisions but, in light of strong public policy favoring settlements, we do not base our conclusion on whether any single provision is the optimal result. Rather, we determine whether the settlement as a whole produces a just and reasonable outcome.¹¹

Numerous Commission decisions “have endorsed settlements as an ‘appropriate method of alternative ratemaking’ and express a strong public policy favoring settlement of disputes if they are fair and reasonable in light of the whole record.”¹² It is long-standing Commission policy to strongly favor settlement.¹³ “This policy supports many worthwhile goals, including [not only] reducing the expense of litigation and conserving scarce Commission resources, [but also] allowing parties to reduce the risk that litigation will produce unacceptable results.”¹⁴

B. The Settlement Agreement Is Reasonable in Light of the Whole Record

The Settling Parties agree that the Settlement Agreement is reasonable in light of the whole record. The Settling Parties are knowledgeable and experienced regarding the Reporting and Information Sharing Issues addressed in this Settlement Agreement, and the Settling Parties represent a broad range of distinct interests, including ratepayer advocate groups, an environmental group, advocates for CCAs, and the diverse interests of PG&E’s customers.

¹¹ D.10-04-033, p. 9; D.17-05-013, p. 9.

¹² *See, e.g.*, D.05-10-041, p. 47; D.15-03-006, p. 6; and D.15-04-006, pp. 8-9.

¹³ D.10-06-038, p. 38.

¹⁴ D.14-12-040, p. 34.

The Reporting and Information Sharing Issues addressed in the Settlement have been actively litigated in this proceeding by CalCCA, Cal Advocates, and PG&E.¹⁵ CalCCA has propounded 4 sets of data requests and the Joint CCAs have propounded 5 sets of data requests, each with multiple questions and subparts, focused on the Reporting and Information Sharing Issues. Cal Advocates has propounded 15 sets of data requests, some of which concerned the Reporting and Information Sharing Issues. PG&E has provided responses to each of these data requests. PG&E, CalCCA, and Cal Advocates have submitted substantial testimony concerning the Reporting and Information Sharing Issues. The Settling Parties submitted witnesses for cross-examination on the Reporting and Information Sharing Issues at the September 18, 19, and 22, 2025, hearings. On October 24, 2025, parties submitted Opening Briefs on Reporting and Information Sharing Issues. The testimony and briefs that have been submitted or will be submitted following the ALJ's January 9, 2026, Order do not address the Reporting and Information Sharing Issues.

Initially, the parties disagreed regarding (a) the cadence and categories of information for PG&E to report to the Settling Parties and Commission, (b) the nature of the NDA between PG&E and affected CCAs, and (c) the appropriate coordination of service provisions between PG&E and affected CCAs. This initial disagreement is reflected in the positions the Settling Parties expressed in testimony and in Opening Briefs. However, after numerous negotiations, the Settling Parties reached agreement that will (a) permit interested parties to receive relevant information regarding new transmission-level customers, (b) adequately protect the privacy of those same customers, and (c) establish default coordination of service rules between PG&E and the affected CCAs that will create clear timelines and responsibilities for PG&E and the affected CCAs, that will benefit the customers of these entities.

¹⁵ Sierra Club has only been a party to the Proceeding since March 5, 2026.

Of note, PG&E and CalCCA were not able to reach an agreement on PG&E's Issue 4.b proposal that affected CCAs be required to participate in a cybersecurity and privacy review with PG&E. However, PG&E and CalCCA agree that it is in the best interests of the Commission, customers, stakeholders, CCAs, and PG&E to otherwise expediently establish clear rules for information sharing and service coordination to be implemented upon the Commission's adoption of the settlement pending resolution of Issue 4.b by the Commission.

Based on the evidence in this proceeding, including the diverse set of concerns and interests advocated for by the Settling Parties, the Settlement Agreement represents a mutually agreeable outcome in light of the whole record and reflects a reasonable balance of the various interests affected by this Proceeding.

C. The Settlement is Consistent with the Law

In agreeing to the terms of the Settlement Agreement, the Settling Parties considered the relevant statutes, rules, and Commission decisions. Procedurally, the settlement process was conducted in accordance with Section 12 of the Rules. Notice of a settlement conference was provided to all parties to this Proceeding more than seven days in advance of the settlement conference, as required by Rule 12.1(b), and a settlement conference was conducted by the Settling Parties on March 27, 2026.

Substantively, the Settling Parties believe, and herein represent, that no term of the Settlement Agreement contravenes statutory provisions or prior Commission decisions. The Settling Parties are aware of no statutory provisions or controlling law that would be contravened or compromised by the Settlement Agreement.

D. The Settlement Agreement is in the Public Interest

The Commission has a “long-standing policy favoring settlements.”¹⁶ As the Commission has stated, the “Commission favors settlements because they generally support worthwhile goals, including reducing the expense of litigation, conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.”¹⁷ The Commission has held that a settlement that “commands broad support among participants fairly reflective of the affected interests” is an important factor in the “public interest” criterion.¹⁸ Furthermore, Commission policy “weighs against the Commission’s alteration of agreements reached through negotiation.”¹⁹

Here, the Settlement Agreement is consistent with the Commission’s policy in support of settlement. Adoption of the Settlement Agreement will conserve the Commission’s resources, allowing the Commission and the parties to concentrate resources on the remaining issues in the Proceeding. This will allow a resolution of this Proceeding in less time, and at less cost, to the public and the Settling Parties than would be the case if these matters were to be further litigated. In addition, the information sharing provisions in the Settlement Agreement will permit greater access to information among the Settling Parties, as well as PG&E’s Energy Procurement division. The coordination of service provisions will allow PG&E and the affected CCAs to more efficiently plan for procurement for new transmission-level customers, and provides clarity regarding the provision of electrical generation for new transmission-level customers.

¹⁶ D.10-06-038, p. 38.

¹⁷ D.10-12-035, p. 58; D.10-11-035, p. 12.

¹⁸ D.10-06-015, pp. 11-12, citing [D.92-12-019], 1992 Cal. PUC LEXIS 867 at *16.

¹⁹ D.06-06-014, p. 12.

The Settlement Agreement is supported by the parties in the Proceeding active on the Reporting and Information Sharing Issues. None of the other parties to this proceeding have expressed an intent to object or any other concerns with the Settlement Agreement. Given the limited breadth of the issues resolved in the Settlement Agreement, the Reporting and Information Sharing Issues may not be relevant to the interests of the parties who have not joined the Settlement Agreement.²⁰ The Settlement Agreement does not contravene statutory provisions, as discussed above. All Settling Parties seek a fair and balanced resolution of this matter and support adoption of the Settlement Agreement as such.

VI. REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENT

The Settling Parties request that the Commission issue a final decision adopting the Settlement Agreement. The Settling Parties request that the Commission make the following findings, conclusions, and orders:

1. PG&E shall provide to the Commission, Cal Advocates, affected CCAs, Sierra Club, and PG&E's Energy Procurement organization the same information regarding all transmission-level retail interconnection inquiries that it includes in submissions provided to the CEC at or about the same time that it provides this information to the CEC.

2. PG&E shall provide to the Commission, Cal Advocates, affected CCAs, Sierra Club, and PG&E's Energy Procurement organization the information identified in Attachment A regarding retail electric customers seeking to interconnect that have submitted an application for transmission-level service, under Rule 30 or any other PG&E tariff rule, but for which that customer's facility has not yet been energized. This

²⁰ See, e.g., CLECA Opening Brief, p. 24 (CLECA provided no comment on the Reporting and Information Sharing Issues addressed in the Settlement Agreement).

information shall be provided quarterly (Quarterly Reports or Quarterly Reporting) on the first day of the quarter, or the next business day if the first day of the quarter is a weekend or holiday. This Quarterly Reporting requirement shall commence the first full quarter that occurs 60 days after a final and non-appealable Commission decision approving this Settlement.

3. PG&E shall hold quarterly meetings with any affected CCA requesting a meeting regarding the Quarterly Report to address any questions or clarifications on the content of the Quarterly Reports. Cal Advocates shall be invited to any meetings regarding the Quarterly Reports.

4. PG&E shall provide to the Commission, Cal Advocates, affected CCAs, Sierra Club, and PG&E's Energy Procurement organization the information identified in Attachment B regarding facilities that have been interconnected at the transmission-level and have been energized. This information shall be provided annually on January 5th of the year (Annual Reports or Annual Reporting), or the next business day if January 5th is a weekend or holiday, and shall commence the first full calendar year that occurs 60 days after a final and non-appealable Commission decision approving this Settlement.

5. Form 79-1031, which currently governs information sharing between PG&E and CCAs, will remain in effect.

6. For affected CCAs, each CCA will execute the NDA attached hereto as Attachment C, which will govern information sharing regarding interconnections for transmission level retail electric service under Electric Rule 30 or any other PG&E tariff rule (Transmission Interconnection NDA). All CCAs receiving information related to Electric Rule 30 or any other PG&E tariff rule will execute the Transmission Interconnection NDA prior to receiving information related to an application for transmission level interconnection under Electric Rule 30 or any other PG&E tariff rule.

7. Sierra Club will execute the NDA attached hereto as Attachment E prior to receiving information related to an application for transmission level interconnection under Electric Rule 30 or any other PG&E tariff rule.

8. Customers will be considered enrolled, as that term is used in California Public Utilities Code section 366.2(c)(13), with the default provider upon the customer's execution of an interconnection agreement or eight months prior to the energization date identified in the Preliminary Engineering Study (PES) Report for the customer's facility, whichever is earlier. PG&E will provide an affected CCA notice of the energization date identified in the PES report within three (3) business days of the customer's signature of the PES report. PG&E will also provide an affected CCA notice of the execution of an interconnection agreement within three (3) business days of execution.

9. All currently operating CCAs serve as the default providers of generation service for new customers in their service areas, subject to each customer's ability to opt out of CCA service and that CCA's terms and conditions. Any new transmission-level customer in a CCA service area will be served by the CCA serving the location where the new facility is located unless the customer opts out of CCA service.

10. Under California Public Utilities Code Section 366.2(c)(13), a transmission-level customer has a statutory 60-day opt out period after enrollment (as defined above in Section 2.6.1) to opt out of default CCA generation service.

11. Within three (3) business days following the 60-day opt out period, the entity selected as the service provider (i.e., either PG&E or the CCA) shall confirm that it will provide generation service to the customer in writing to the other entity that will not be providing generation service to that customer.

12. After the 60-day opt out period (i.e., 60-days after the enrollment date defined above), if the customer has not opted out of default CCA service, the customer cannot opt into or be returned to PG&E bundled electric service until at least one year after energization and after giving 18 months' notice.

13. If the customer opts out of CCA service and elects to take PG&E generation service, the customer cannot return to CCA service until at least one year after energization and after giving 18 months' notice.

14. When changing service providers, the customer shall provide 18 months' notice in writing to both PG&E and the affected CCA of its intent to change generation service provider.

15. PG&E shall provide to an affected CCA an interconnection application for new transmission-level retail service, made under Rule 30 or any other PG&E tariff rule, within twenty (20) business days of PG&E receiving the application.

16. PG&E shall, within 90 days following a final and non-appealable Commission decision regarding this Proceeding, submit a Tier 1 Advice Letter reflecting the revisions to Proposed Electric Rule 30 and PG&E's interconnection application, as reflected in the Settlement Agreement.

VII. CONCLUSION

As demonstrated above, the Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. Thus, the Settling Parties respectfully request that the Commission approve the Settlement Agreement without modification. Pursuant to Rule 1.8(d), PG&E has been authorized by each of the other Settling Parties to sign this Joint Motion on behalf of the Settling Parties.

ATTACHMENT 1

SETTLEMENT AGREEMENT BETWEEN PACIFIC GAS AND ELECTRIC COMPANY (U 39 G), THE CALIFORNIA COMMUNITY CHOICE ASSOCIATION, AND THE PUBLIC ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION

Application 24-11-007

This settlement agreement (Settlement) is between Pacific Gas and Electric Company (PG&E), the California Community Choice Association (CalCCA), the Public Advocates Office at the California Public Utilities Commission (Cal Advocates), and Sierra Club (separately “Settling Party” and jointly “Settling Parties”). The Settlement resolves certain issues in PG&E’s *Application for Approval of Electric Rule No. 30 for Transmission-Level Retail Electric Service*, Application (A.) 24-11-007 filed at the California Public Utilities Commission (Commission) on November 21, 2024 (Electric Rule 30 Application). The issues resolved in the Settlement concern reporting and information sharing issues identified as Issues 4.a, 4.b, and part of 5.a (Reporting and Information Sharing Issues) of the March 11, 2025, *Assigned Commissioner’s Scoping Memo and Ruling on Pacific Gas and Electric Company’s Request to Implement a New Electric Rule 30 Tariff* (Scoping Memo).

1. Procedural Background

PG&E filed this Application on November 21, 2024. On December 19, 2024, Resolution ALJ 176-3556 was issued preliminarily determining the category of this proceeding as ratesetting.

On December 23, 2024, three parties (Cal Advocates, The Utility Reform Network (TURN)), and the Joint Community Choice Aggregators (CCA)¹) filed comments and protests. PG&E filed its reply on January 2, 2025.

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On July 23, 2025, California Large Energy Consumers Association (CLECA) submitted a motion for party status.

On July 25, 2025, PG&E filed a Motion to Strike Testimony addressing portions of the testimony submitted by Cal Advocates and TURN (Motion to Strike).

On July 28, 2025, the Commission issued its *Decision Partly Granting and Partly Denying Pacific Gas and Electric Company's Motion for Interim Implementation of Electric Rule Number 30*.³

² The parties submitted various errata to their respective testimony before hearings.

³ Decision (D.) 25-07-039.

On July 28, 2025, ALJ Toy issued the *Administrative Law Judge's Ruling Resetting Date of Evidentiary Hearings*.

On August 11, 2025, Cal Advocates filed a response to PG&E's Motion to Strike.

On August 19, 2025, PG&E and CLECA submitted rebuttal testimony.

On September 8, 2025, CalCCA submitted surrebuttal testimony.

On September 10, 2025, ALJ Toy issued *Administrative Law Judge's Ruling Regarding Evidentiary Hearing Information and Motion to Strike Testimony*. ALJ Toy's ruling denied PG&E's Motion to Strike.

On September 15, 2025, PG&E, Cal Advocates, TURN, CLECA, and CalCCA filed a *Joint Case Management Statement*.

On September 18, 19, and 22, 2025, ALJ Toy conducted hearings.

On October 6, 2025, PG&E filed a Motion for Transcript Corrections.

On October 9, 2025, ALJ Toy issued the *Administrative Law Judge's Ruling Denying Motion of Public Advocates Office to Move Exhibits into Evidence*.

On October 24, 2025, PG&E, CalCCA, Cal Advocates, TURN, and CLECA filed opening briefs.

On November 21, 2025, ALJ Toy issued the *Administrative Law Judge's Ruling Suspending Proceeding Schedule*.

On January 9, 2026, ALJ Toy issued the *Administrative Law Judge's Ruling Establishing Proceeding Schedule*.

On February 11, 2026, Cal Advocates, TURN, and CLECA jointly filed a motion to stay the schedule until the ALJ ruled upon PG&E's motion to supplement testimony.

On February 12, 2026, PG&E filed a response.

On February 13, 2026, PG&E filed a motion for leave to submit supplemental testimony.

On February 17, 2026, ALJ Toy issued an e-mail ruling that established a new proceeding schedule and ruled on the joint motion to stay the schedule and PG&E's

motion to submit supplemental testimony.

On February 18, 2026, Sierra Club submitted a motion for party status and PG&E submitted supplemental testimony regarding Electric Rule 30 updates.

On February 19, 2026, Natural Resources Defense Council (NRDC) submitted a motion for party status.

On March 5, 2026, ALJ Toy issued a ruling granting the motion for party status submitted by Sierra Club and NRDC.

On March 13, 2026 Cal Advocates, TURN, PG&E, and Sierra Club submitted limited opening testimony.

On March 17, 2026, PG&E provided notice of a settlement conference to the service list, pursuant to Rule 12.1(b). The settlement conference was held remotely on March 27, 2026 at 11am. The following parties attended the settlement conference: PG&E, Cal Advocates, CalCCA, CLECA, NRDC, Sierra Club, and TURN.

2. Settlement Terms and Conditions

The Reporting and Information Sharing Issues addressed in the Settlement have been actively litigated in this proceeding by CalCCA, Cal Advocates, and PG&E.⁴ CalCCA has propounded 4 sets of data requests and the Joint CCAs have propounded 5 sets of data requests, each with multiple questions and subparts, focused on the Reporting and Information Sharing Issues. Cal Advocates has propounded 15 sets of data requests, some of which concerned the Reporting and Information Sharing Issues. PG&E has provided responses to each of these data requests. PG&E, CalCCA, and Cal Advocates have submitted substantial testimony concerning the Reporting and Information Sharing Issues. The Settling Parties submitted witnesses for cross-examination on the Reporting and Information Sharing Issues at the September 18, 19, and 22 hearings. On October 24, 2025, parties submitted Opening Briefs on Reporting and Information Sharing Issues.

⁴ Sierra Club has only been a party to the proceeding since March 5, 2026.

After this discovery, testimony, and briefing, the Settling Parties were able to agree to the following settlement terms and conditions to resolve the Reporting and Information Sharing Issues identified below.

2.1 Scope of Settlement: The Settling Parties agree that the Settlement does not resolve all issues in the Electric Rule 30 Application. The Settlement resolves the specific issues identified below in Sections 2.2 to 2.4 with Cal Advocates and CalCCA. The Settlement resolves the specific issues identified below in Sections 2.5 to 2.8 with CalCCA. PG&E and CalCCA were not able to reach an agreement on PG&E's Issue 4.b proposal that affected CCAs be required to participate in a cybersecurity and privacy review with PG&E. However, PG&E and CalCCA agree that it is in the best interests of the Commission, customers, stakeholders, CCAs, and PG&E to otherwise expediently establish clear rules for information sharing and service coordination.

2.2 Information Sharing Regarding Interconnection Inquiries: PG&E shall provide to the Commission, Cal Advocates, affected CCAs,⁵ Sierra Club, and PG&E's Energy Procurement organization the same information regarding all transmission-level retail interconnection inquiries that it includes in submissions provided to the California Energy Commission (CEC) at or about the same time that it provides this information to the CEC, subject to the confidentiality provisions set forth in the Non-Disclosure Agreement (NDA) addressed in Section 2.5 of this agreement.

2.3 Information Sharing For Post-Application and Pre-Energization Transmission-Level Customers: PG&E shall provide to the Commission, Cal Advocates, affected CCAs, Sierra Club, and PG&E's Energy Procurement organization the information identified in Attachment A regarding retail electric customers seeking to

⁵ An affected CCA is the CCA that would be the default provider of generation service for a new transmission-level customer, including customers sited in a territory that will be served by a new CCA or an existing CCA that is expanding its service territory provided that the Commission has identified an effective date for implementation of the new CCA or the expansion pursuant to Section 366.2(c)(8).

interconnect that have submitted an application for transmission-level service, under Rule 30 or any other PG&E tariff rule, but for which that customer's facility has not yet been energized. This information shall be provided quarterly (Quarterly Reports or Quarterly Reporting) on the first day of the quarter, or the next business day if the first day of the quarter is a weekend or holiday. This Quarterly Reporting requirement shall commence the first full quarter that occurs 60 days after a final and non-appealable Commission decision approving this Settlement. For example, if this Settlement is approved on June 15, 2026, the first full quarter that is sixty (60) calendar days after the Commission's decision would be the fourth quarter of 2026 and thus PG&E would submit its first report on October 1, 2026. Without prejudice to issues still in dispute in this proceeding, pending a final decision on all issues in this proceeding, PG&E will provide the Quarterly Reports to affected CCAs under the Non-Disclosure Agreement (NDA) addressed in Section 2.5 of this agreement. PG&E shall hold quarterly meetings with any affected CCA requesting a meeting regarding the Quarterly Report to address any questions or clarifications on the content of the Quarterly Reports. Cal Advocates shall be invited to any meetings regarding the Quarterly Reports.

2.4 Information Sharing Post-Energization: PG&E shall provide to the Commission, Cal Advocates, affected CCAs, Sierra Club, and PG&E's Energy Procurement organization the information identified in Attachment B regarding facilities that have been interconnected at the transmission-level and have been energized. This information shall be provided annually on January 5th of the year (Annual Reports or Annual Reporting), or the next business day if January 5th is a weekend or holiday, and shall commence the first full calendar year that occurs 60 days after a final and non-appealable Commission decision approving this Settlement.

2.5 Non-Disclosure Agreement (NDA): The Settling Parties agree that Form 79-1031, which currently governs information sharing between PG&E and CCAs, will remain in effect. For affected CCAs, each CCA will execute the NDA attached hereto as

Attachment C, which will govern information sharing regarding interconnections for transmission level retail electric service under Electric Rule 30 or any other PG&E tariff rule (Transmission Interconnection NDA). All CCAs receiving information related to Electric Rule 30 or any other PG&E tariff rule, including the information identified in Sections 2.2-2.4 and 2.8 of the Settlement, will execute the Transmission Interconnection NDA prior to receiving information related to an application for transmission level interconnection under Electric Rule 30 or any other PG&E tariff rule, including the information identified in Sections 2.2-2.4 and 2.8 of the Settlement. Sierra Club will execute the NDA attached hereto as Attachment E prior to prior to receiving information related to an application for transmission level interconnection under Electric Rule 30 or any other PG&E tariff rule, including the information identified in Sections 2.2-2.4 of the Settlement.

2.6 Coordination of Service: The Settling Parties agree that the following minimum guidelines will apply to customers located in a CCA's service area that are receiving retail electric service at transmission-level that start receiving retail service on or after the date of a final and non-appealable Commission decision approving the Settlement:

2.6.1 Customers will be considered enrolled, as that term is used in California Public Utilities Code section 366.2(c)(13), with the default provider upon the customer's execution of an interconnection agreement or eight months prior to the energization date identified in the Preliminary Engineering Study (PES) Report for the customer's facility, whichever is earlier. PG&E will provide an affected CCA notice of the energization date identified in the PES report within three (3) business days of the customer's signature of the PES report. PG&E will also provide an affected CCA notice of the execution of an interconnection agreement within three (3) business days.

2.6.2 All currently operating CCAs serve as the default providers of generation service for new customers in their service areas, subject to each customer's ability to opt

out of CCA service and that CCA's terms and conditions. Any new transmission-level customer in a CCA service area will be served by the CCA serving the location where the new facility is located unless the customer opts out of CCA service, as described below.

2.6.3 Under California Public Utilities Code Section 366.2(c)(13), a transmission-level customer has a statutory 60-day opt out period after enrollment (as defined above in Section 2.6.1) to opt out of default CCA generation service.

2.6.4 Within three (3) business days following the 60-day opt out period, the entity selected as the service provider (*i.e.*, either PG&E or the CCA) shall confirm that it will provide generation service to the customer in writing to the other entity that will not be providing generation service to that customer.

2.6.5 After the 60-day opt out period (*i.e.*, 60-days after the enrollment date defined above), if the customer has not opted out of default CCA service, the customer cannot opt into or be returned to PG&E bundled electric service until at least one year after energization and after giving 18 months' notice.

2.6.6 If the customer opts out of CCA service and elects to take PG&E generation service, the customer cannot return to CCA service until at least one year after energization and after giving 18 months' notice.

2.6.7 When changing service providers, the customer shall provide 18 months' notice in writing to both PG&E and the affected CCA of its intent to change generation service provider.

2.7 Revisions to Electric Rule 30 and Interconnection Application: The Settling Parties agree to the following changes to Electric Rule 30 and/or PG&E's Interconnection Application: (a) the amended definition of Retail Service described in Exhibit CalCCA-01, p. 19, line 26 to p. 20, line 10; (b) the additional provision regarding Information Sharing with CCAs provided in Exhibit PGE-04, page 96, lines 17-33; and (c) the revisions to PG&E's Interconnection Application described in Exhibit CalCCA-01, p. 20, lines 11-18, and (d) revisions to include the Coordination of Service proposal

identified in Section 2.6 above in both Electric Rule 30 and the associated form agreement.

2.8 Interconnection Applications: PG&E shall provide to an affected CCA an interconnection application for new transmission-level retail service, made under Rule 30 or any other PG&E tariff rule, within twenty (20) business days of PG&E receiving the application.

3. General Terms and Conditions

3.1 Commission's Primary Jurisdiction: The Settling Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedies regarding this Settlement. None of the Settling Parties may bring an action regarding this Settlement in any State or Federal court or administrative agency without having first exhausted its administrative remedies at the Commission.

3.2 Further Actions: The Settling Parties acknowledge that this Settlement is subject to approval by the Commission. As soon as practicable after all the Settling Parties have signed the Settlement, the Settling Parties, through their respective attorneys, shall prepare and file a Joint Motion for Approval and Adoption of the Settlement. The Settling Parties shall furnish such additional information, documents, or testimonies as the Commission may require for purposes of granting the Joint Motion and approving and adopting the Settlement. In accordance with Rule 12.6, if this Settlement is not adopted by the Commission, its terms are inadmissible in any evidentiary hearing unless their admission is agreed to by all of the Settling Parties.

3.3 Non-Severability: The provisions of this Settlement are non-severable.

3.4 Voluntary and Knowing Acceptance: Each of the Settling Parties acknowledges and stipulates that it is agreeing to this Settlement freely, voluntarily, and without any fraud, duress, or undue influence by any other Settling Party. Each Settling Party has read and fully understands its rights, privileges, and duties under this Settlement, including its right to discuss this Settlement with its legal counsel, which has

been exercised to the extent deemed necessary.

3.5 Settlement is Based on a Reasonable Record: In executing this Settlement, each Settling Party declares and mutually agrees that the terms and conditions are reasonable in light of the whole record, consistent with law, and in the public interest.

3.6 Entirety of Agreement: This Settlement constitutes the entire understanding and agreement of the Settling Parties regarding the matters set forth herein. All prior oral or written agreements, settlements, principles, negotiations, statements, representations, or understandings whether oral or in writing regarding any matter set forth in this Settlement, are expressly waived and have no further force or effect. In the event there is any conflict between the terms and scope of this Settlement and the terms and scope of the accompanying joint motion in support of the Settlement, the Settlement shall govern.

3.7 No Modification: The Settlement may not be altered, amended, or modified in any respect except in writing and with the express written and signed consent of all the Settling Parties except as provided in Section 3.16 below.

3.8 No Reliance: None of the Settling Parties has relied or presently relies on any statement, promise, or representation by any other Settling Party, whether oral or written, except as specifically set forth in this Settlement. Each Settling Party expressly assumes the risk of any mistake of law or fact made by such Settling Party or its authorized representative.

3.9 Counterparts: This Settlement may be executed in separate counterparts by the different Settling Parties hereto and all so executed counterparts shall be binding and have the same effect as if all the Settling Parties had signed one and the same document. All such counterparts shall be deemed to be an original and together constitute one and the same Settlement, notwithstanding that the signatures of the Settling Parties and/or of a Settling Party's attorney or other representative do not appear on the same page of this Settlement.

3.10 Binding Upon Full Execution: This Settlement shall become effective and binding on each of the Settling Parties as of the date when it is fully executed. It shall also be binding upon each of the Settling Parties' respective successors, subsidiaries, affiliates, representatives, agents, officers, directors, employees, and personal representatives, whether past, present, or future.

3.11 Commission Adoption Not Precedential and Use in Other Proceedings: In accordance with Rule 12.1(a), the Settlement is limited to the issues in the Electric Rule 30 Application proceeding described in the Settlement and shall not extend or apply to any substantive issues which may come before the Commission in other or future proceedings or to Electric Rule 30 Application proceeding issues that have not been resolved consistent with this Settlement. In addition, in accordance with Rule 12.5, the Settling Parties agree and acknowledge that unless the Commission expressly provides otherwise, Commission approval and adoption of this Settlement does not constitute approval of or precedent regarding any principle or issue of law or fact in this or any other current or future proceeding.

3.12 Enforceability: The Settling Parties agree and acknowledge that after issuance of the Commission decision approving and adopting this Settlement, the Commission may reassert jurisdiction and reopen this proceeding to enforce the terms and conditions of this Settlement.

3.13 Finality: Once fully executed by the Settling Parties and adopted and approved by a Commission decision, this Settlement fully and finally settles the specific issues identified in Section 2 of the Settlement. The Settlement has no bearing on the remaining issues and disputes among and between the Settling Parties in the Electric Rule 30 Application proceeding. The Settlement also does not preclude PG&E, CalCCA or any CCA (acting individually or jointly) from seeking revisions to other Commission rules, including but not limited to Electric Rule 23, or additional protections, including but not limited to compliance waivers.

3.14 No Admission: Nothing in this Settlement or related negotiations may be construed as an admission of any law or fact by any of the Settling Parties, or as precedential or binding on any of the Parties in any other proceeding whether before the Commission or in any state or federal court or administrative agency. Further, this Settlement does not constitute an acknowledgement, admission, or acceptance by any of the Settling Parties regarding any issue of law or fact in this matter, or the validity or invalidity of any particular method, theory, or principle of ratemaking or regulation in this or any other proceeding. This Settlement represents a compromise of disputed claims between the Settling Parties after arm’s-length negotiations. The Settling Parties have reached this Settlement after taking into account the possibility that each Settling Party may or may not prevail on any given issue.

3.15 Right to Contest: Notwithstanding the terms stated in the Settlement, Cal Advocates shall have the right to contest, object, and/or comment on sections 2.5, 2.6, 2.7, and 2.8 of the Settlement. Nothing herein represents a limit to Cal Advocates’ discovery rights under Public Utilities Code Sections 309.5(e) and 314.

3.16 Authority to Sign: Each Settling Party executing this Settlement represents and warrants to the other Settling Party that the individual signing this Settlement and the related Motion has the legal authority to do so on behalf of the Settling Party.

E-SIGNED by Chelle Izzi
on 2026-05-07 05:46:37 GMT

**Public Advocates Office at the California
Public Utilities Commission**

Pacific Gas and Electric Company

Name: Nathaniel Skinner
Title: Deputy Director
Date:

Name: Chelle Izzi
Title: SVP, Chief Commercial Officer
Date:

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Nathaniel W. Skinner

**Public Advocates Office at the California
Public Utilities Commission**

Name: Nathaniel Skinner
Title: Deputy Director
Date:

Pacific Gas and Electric Company

Name: Chelle Izzi
Title: SVP, Chief Commercial Officer
Date:

Leanne Bober

**California Community Choice
Association**

Name: Leanne Bober

Title: Director of Regulatory Affairs and Deputy General Counsel

Date: April 27, 2026

Sierra Club

Name:

Title:

Date:

**California Community Choice
Association**

K Ramsey
Sierra Club

Name:
Title:
Date:

Name: Katherine Ramsey
Title: Senior Attorney
Date: April 27, 2026

Attachment A: Quarterly Reporting

1. Project Information

- a. Project name
- b. Customer identification information including contact and a unique customer identification number that would allow for project tracking
- c. Facility type (e.g. data center, commercial, retail, manufacturing)
- d. Location(s) of the facility (or facilities)
- e. Application file date
- f. Projected energization date
- g. Any proposed Applicant Build Facilities⁶

2. Operational Details

- a. Capacity ramp schedule (megawatts) provided by the customer, until expected maximum peak demand from the project is reached
 - i. For Example:

Ramp Up Schedule Requested by the Customer	Megawatts
Year 1	10
Year 2	20
Year 3	30
Year 4	40
Year 5	48

PG&E will provide updates it receives from the customer. As the customer advances through PG&E's application process, PG&E will provide the most up-to-date capacity ramp schedule provided by the customer.

⁶ PG&E will provide this information to the extent it has been determined for a given customer.

- b. Projected load factor by year
3. Necessary transmission interconnection projects (including all Facility Types 1-4 built by applicant or PG&E) to serve the transmission-level customer with the following indicated:
 - a. Jurisdiction (federal and/or state)
 - b. Forecasted costs
 - c. Detailed description of costs: Description of scope and associated costs as listed in the Preliminary Engineering Study (PES)
 - d. Cost categorizing: Standard facilities, special facilities costs allocations
 - e. Explanations for why each cost falls into the above cost category or, if a cost does not fall into the above cost categories, an explanation of why not
 - f. Any project approved in the California Independent System Operator's (CAISO) Transmission Plan that would facilitate providing transmission service to a customer and the date of the Transmission Plan and the CAISO project name.
4. Describe any planned or proposed load management strategies or technologies or onsite generation capabilities, fuel type, fuel type source, and how such devices may broadly be operated.
5. Has PG&E provided information on the applicant's load to the California Energy Commission (CEC)? Has PG&E provided information on the applicant's load to the CAISO?
6. Applicant's completion of key steps:
 - a. Has PG&E completed a final PES Report and provided it to the customer?
 - b. Has the customer signed the final PES Report?
 - c. Has PG&E submitted the final PES Report to CAISO?
 - d. CPUC Approval Type and Status (e.g., Tier 1, 2, or 3; unsubmitted, submitted, approved, denied, not required)
 - e. Information the customer has provided concerning site control⁷

⁷ PG&E does not require customers to provide information regarding site control.

- f. Has the customer signed an interconnection agreement?
 - g. Total Advances, Contributions, and/or Actual Cost Payments the customer has provided to PG&E.
 - h. Outstanding Advances, Contributions, and/or Actual Cost Payments the customer will provide to PG&E.
7. PG&E will include as an attachment to the Quarterly Report a copy of all applicant-signed PES reports that were signed in the prior quarter. PES reports will be provided to the Commission and Cal Advocates. PES reports specific to an affected CCA will be provided to that CCA.

Attachment B: Annual Reporting

1. Project Information
 - a. Project name
 - b. Customer identification information including contact and a unique customer identification number that would allow for project tracking (this number should be the same as used in the Queue Reporting)
 - c. Facility type (e.g. data center, commercial, retail, manufacturing)
 - d. Location(s) of the facility (or facilities)
 - e. Project energization date
2. Necessary transmission interconnection projects (including all Types 1-4 facilities built by applicant or PG&E) to serve the transmission-level customer with the following indicated:
 - a. Jurisdiction (federal and/or state)
 - b. Total actual costs
3. Prefunding loan amount and the transmission network addition, upgrade, or modification the loan funded
4. Identify the rate schedule and any demand-side management programs the project has utilized.
5. Revenue
 - a. Revenue from customer to date
 - b. Actual Revenue from customer in previous year
6. Refunds
 - a. Refunds issued in previous year
 - b. Total refund issued
 - c. Remaining refund balance
7. Operational Details
 - a. Actual capacity in previous year
 - b. Actual load factor in previous year
8. Summary of any requests for and findings arising from audits conducted under Electric Rule 30.

Attachment C: CCA Transmission Interconnection Non-Disclosure Agreement

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (“**NDA**”), by and between Pacific Gas and Electric Company, a California corporation (“**PG&E**”), and [insert CCA name], a community choice aggregator under California Public Utilities Code (“**PU Code**”) Section 331.1 (“**CCA**”) (together the “**Parties**” and each individually a “**Party**”), is effective as of the latest signature date below (the “**Effective Date**”).

1. **Purpose.** The California Public Utilities Commission (“**CPUC**”) has determined that CCA may obtain specified confidential customer information from PG&E in connection with a retail customer seeking and/or receiving interconnection to PG&E’s transmission system pursuant to Electric Rule 30 or any other applicable transmission interconnection rule (the “**Purpose**”). In connection with the Purpose, PG&E may provide CCA certain Confidential Information, as defined below.
2. **Confidential Information.** “**Confidential Information**” as used herein shall mean any non- public proprietary or confidential PG&E and/or customer data, information and other materials provided by or made available by PG&E to CCA where such information is marked as being “proprietary” or “confidential” or the like, or where such information should, by its nature, regardless of the existence of any markings, be reasonably considered to be confidential and/or proprietary. Confidential Information includes the following: information about a retail customer seeking and/or receiving interconnection to PG&E’s transmission system pursuant to Electric Rule 30 or any other applicable transmission interconnection rules, including but not limited to a customer application for transmission interconnection, preliminary engineering study reports, executed Interconnection Agreements, related information provided by PG&E to any regulatory agency, and any other information regarding customer transmission interconnections including customer name, customer identification number, location, facility type, capacity ramp schedule, peak load, on-site generation, and requested and current expected timing for the interconnection. Confidential Information shall also include any related copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports including quarterly reports updating customer information and timing as required by the CPUC, and other materials prepared by PG&E, or CCA or its representatives, that are derived from or based on Confidential Information disclosed by PG&E, regardless of the form of media in which it is prepared, recorded or retained.

Confidential Information does not include information that: (a) was properly in the possession of CCA at the time of disclosure or is received lawfully by CCA, its employees or representatives from a third party without restriction as to disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or agents without access to any Confidential Information.

With regard to the exception in Section 2(a), upon receipt the CCA shall make best efforts to notify PG&E that it already had information marked by PG&E as Confidential Information in its possession.

3. **Use and Nondisclosure of Confidential Information.** CCA and CCA Agents

(specifically any of CCA's non-employee third-party consultants, agents, contractors or outside counsel who need to use the Confidential Information in order to perform work on behalf of CCA in connection with the Purpose) agree to keep any Confidential Information made available or provided to them as confidential and proprietary and shall treat such Confidential Information in the same manner as they treat their own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the Confidential Information from unauthorized access, destruction, use, modification, or disclosure. CCA and CCA Agents shall use the Confidential Information only in performing their obligations or to exercise their rights in connection with the Purpose, and for no other purpose. CCA and CCA Agents shall not sell, share or otherwise disclose Confidential Information to any third party except as authorized under the NDA or applicable law. CCA shall disclose Confidential Information only to its employees who have a need to know such information for the purposes of performing its obligations or exercising its rights in connection with the Purpose. Prior to disclosing any Confidential Information to its employees or agents, CCA shall require such employees or agents to whom Confidential Information is to be disclosed to review this NDA and to agree in writing to be bound by the terms of this NDA by signing the "Non-Disclosure Certificate for CCA Employees or Agents" attached hereto as Exhibit 1. CCA shall also provide PG&E with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to PG&E upon request by PG&E. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045, to the extent applicable.

4. **Disclosures Required by Law.** If CCA believes that any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law and before disclosing any Confidential Information, CCA shall provide PG&E with prompt notice so that PG&E, at its sole cost and expense, may seek an appropriate protective order or other appropriate remedy, including a reasonable opportunity to contest, limit or assist CCA in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements. If PG&E takes no such action after receiving the foregoing notice from CCA, CCA may determine that it is required and/or appropriate to disclose the Confidential Information, with no liability to PG&E for any damages that arise from such disclosure.
5. **Return or Destruction of Confidential Information.** All Confidential Information disclosed by PG&E to CCA remains the property of PG&E, and CCA shall return or destroy all Confidential Information, including any copies of Confidential Information in its possession or possession of CCA Agents upon the termination of this NDA or otherwise at PG&E's request, subject to the limitations below. Within fifteen (15) days of receiving such request from PG&E, CCA shall comply with the request and provide written certification, signed by an authorized representative of CCA, confirming CCA's compliance and CCA's Agents' compliance with the request to return or destroy all

Confidential Information as set forth in this provision. Nothing in this section will require CCA to return or destroy Confidential Information if CCA has an ongoing right to access the Confidential Information, including through any law, rule, regulation, CPUC decision, order of a court of competent jurisdiction, or other governmental order.

6. **Term and Termination**. If, at any time, CCA permanently ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 *et seq.*, this NDA shall terminate and CCA shall promptly return or destroy (with written notice to PG&E itemizing the materials destroyed) all Confidential Information then in its possession. Notwithstanding the foregoing, all nondisclosure obligations of this NDA shall survive any termination of this NDA.
7. **No License**. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA, except the limited right to use the Confidential Information solely for the Purpose.
8. **Compliance with Applicable Law**. CCA and CCA Agents agree to comply with all applicable laws governing the protection of the Confidential Information.
9. **Assignment**. Neither Party shall assign this NDA nor any Confidential Information received from PG&E pursuant to this NDA without PG&E's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.
10. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by PG&E to CCA or CCA Agents.
11. **Severability and Waiver**. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.
12. **Entire Agreement**. This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.
13. **Governing Law**. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or, if appropriate, the CPUC.
14. **Counterparts**. This NDA may be executed in one or more counterparts, each of which

shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.

15. **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to PG&E and that a remedy at law may be inadequate. Therefore, CCA acknowledges that disclosure of any Confidential Information except as authorized by this Agreement will cause irreparable harm to PG&E and/or PG&E customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that PG&E shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief as may be appropriate in the event of improper disclosure of its Confidential Information by CCA or its employees or CCA Agents. Such right shall, however, be construed to be in addition to any other remedies available to PG&E, in law or equity. In addition to all other remedies, CCA shall indemnify and hold harmless PG&E, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees) attributable to actions of CCA and/or its employees, CCA Agents, and/or its representatives in connection with the unauthorized use or disclosure of Confidential Information pursuant to this Agreement.
16. **Liability.** CCA shall be liable for the disclosure or use of the Confidential Information by CCA, its employees or CCA Agents contrary to this Agreement. CCA shall immediately notify PG&E in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or CCA Agents. However, nothing in this Agreement shall obligate PG&E to monitor or enforce CCA's compliance with the terms of this Agreement.

PG&E shall not be liable for any claims, demands, causes of action, damages, or expenses arising from or resulting from any release of Confidential Information by CCA or any of its employees or CCA Agents. After PG&E makes a secure and authorized transfer of Confidential Information to the CCA or any of its employees or CCA Agents, PG&E shall not be responsible for the security of the transmitted Covered Information or data or its use or misuse by a third party.

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives as of the Effective Date.

[CCA]

PACIFIC GAS AND ELECTRIC
COMPANY

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT 1
NON-DISCLOSURE CERTIFICATE FOR CCA EMPLOYEES OR AGENTS

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement (“Agreement”) between Pacific Gas and Electric Company (“PG&E”) and [Insert Full Name of CCA] (“CCA”) executed to permit CCA to receive and use Confidential Information, as that term is defined in the Agreement, for the Purpose as that term is defined in the Agreement.

I have been given a copy of, and have read the Agreement, and I agree to be bound by it. I understand that any notes, memoranda, correspondence, or any other form of information that copies, contains or discloses Confidential Information must be used only for the Purpose described in the Agreement and shall not be disclosed to anyone other than in accordance with the Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

By: _____

Printed Name: _____

Company: _____

Title: _____

Date: _____

Attachment D: Additional Revisions to Electric Rule 30 and Electric Rule 30 Form Agreement

8. INFORMATION SHARING WITH CCAs. For any Facility at a location within the service area of a CCA, the CCA is the default provider of generation service. The affected CCA will automatically serve any new Applicant in its service area subject to the choice of the Applicant to opt out of CCA service to receive generation service from PG&E. Upon receipt of an application for Retail Service for a Facility in a CCA's service area, PG&E will provide the affected CCA a copy of the application within twenty (20) business days of receipt, to ensure the CCA receives key information about the Retail Service request to inform the CCA of the new customer, including the customer contact information, location, facility type, capacity ramp schedule, on-site generation, and requested timing for the interconnection. PG&E will also provide to the affected CCA quarterly reports that provide updates on the proposed interconnection timelines related to Applicant, and any changes to customer information or timelines. Information provided by PG&E to the CCA is subject to confidentiality protections established by the CPUC.

An applicant will be subject to the following coordination of service requirements:

a. Customers will be considered enrolled, as that term is used in California Public Utilities Code section 366.2(c)(13), with the default provider upon the customer's execution of an interconnection agreement or eight months prior to the energization date identified in the Preliminary Engineering Study Report for the customer's facility, whichever is earlier.

b. Under California Public Utilities Code Section 366.2(c)(13), a transmission-level customer has a statutory 60-day opt out period after enrollment (as defined above in Section 2.6.1) to opt out of default CCA generation service. Within three (3) business days following the 60-day opt out period, the entity selected as the service provider (*i.e.*, either PG&E or the CCA) shall confirm that it will provide generation service to the customer in writing to the other entity that will not be providing generation service to that customer.

c. After the 60-day opt-out period (*i.e.*, 60-days after the enrollment date defined above), if the customer has not opted out of default CCA service, the customer cannot opt

into or be returned to PG&E bundled electric service until at least one year after energization and after giving 18 months' notice.

d. If the customer opts out of CCA service and elects to take PG&E generation service, the customer cannot return to CCA service until at least one year after energization and after giving 18 months' notice.

e. When changing service providers, the customer shall provide 18 months' notice in writing to both PG&E and the affected CCA of its intent to change generation service provider.

Attachment E: Sierra Club Non-Disclosure Agreement

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (“**NDA**”), by and between Pacific Gas and Electric Company, a California corporation (“**PG&E**”), and Sierra Club (together the “**Parties**” and each individually a “**Party**”), is effective as of the latest signature date below (the “**Effective Date**”).

1. **Purpose.** The California Public Utilities Commission (“**CPUC**”) has determined that Sierra Club may obtain specified confidential customer information from PG&E in connection with a retail customer seeking and/or receiving interconnection to PG&E’s transmission system pursuant to Electric Rule 30 or any other applicable transmission interconnection rule (the “**Purpose**”). In connection with the Purpose, PG&E may provide Sierra Club certain Confidential Information, as defined below.
2. **Confidential Information.** “**Confidential Information**” as used herein shall mean any non-public proprietary or confidential PG&E and/or customer data, information and other materials provided by or made available by PG&E to Sierra Club where such information is marked as being “proprietary” or “confidential” or the like, or where such information should, by its nature, regardless of the existence of any markings, be reasonably considered to be confidential and/or proprietary. Confidential Information includes the following: information about a retail customer seeking and/or receiving interconnection to PG&E’s transmission system pursuant to Electric Rule 30 or any other applicable transmission interconnection rules, including but not limited to a customer application for transmission interconnection, preliminary engineering study reports, executed Interconnection Agreements, related information provided by PG&E to any regulatory agency, and any other information regarding customer transmission interconnections including customer name, customer identification number, location, facility type, capacity ramp schedule, peak load, on-site generation, and requested and current expected timing for the interconnection. Confidential Information shall also include any related copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports including quarterly reports updating customer information and timing as required by the CPUC, and other materials prepared by PG&E, or Sierra Club or its representatives, that are derived from or based on Confidential Information disclosed by PG&E, regardless of the form of media in which it is prepared, recorded or retained.

Confidential Information does not include information that: (a) was properly in the possession of Sierra Club at the time of disclosure or is received lawfully by Sierra Club, its employees or representatives from a third party without restriction as to disclosure; (b) is or becomes publicly known through no fault of Sierra Club, its employees or representatives; or (c) was independently developed by Sierra Club, its employees or agents without access to any Confidential Information.

With regard to the exception in Section 2(a), upon receipt the Sierra Club shall make best efforts to notify PG&E that it already had information marked by PG&E as Confidential Information in its possession.

3. **Use and Nondisclosure of Confidential Information.** Sierra Club and Sierra Club Agents (specifically any of Sierra Club’s non-employee third-party consultants, agents,

contractors or outside counsel who need to use the Confidential Information in order to perform work on behalf of Sierra Club in connection with the Purpose) agree to keep any Confidential Information made available or provided to them as confidential and proprietary and shall treat such Confidential Information in the same manner as they treat their own similar proprietary and confidential information, but in no case will the degree of care be less than reasonable care. Sierra Club shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Sierra Club and Sierra Club shall use the Confidential Information only in performing their obligations or to exercise their rights in connection with the Purpose, and for no other purpose. Sierra Club and Sierra Club Agents shall not sell, share or otherwise disclose Confidential Information to any third party except as authorized under the NDA or applicable law. Sierra Club shall disclose Confidential Information only to its employees who have a need to know such information for the purposes of performing its obligations or exercising its rights in connection with the Purpose. Prior to disclosing any Confidential Information to its employees or agents, Sierra Club shall require such employees or agents to whom Confidential Information is to be disclosed to review this NDA and to agree in writing to be bound by the terms of this NDA by signing the “Non-Disclosure Certificate for Sierra Club Employees or Agents” attached hereto as Exhibit 1. Sierra Club shall also provide PG&E with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith (“Disclosure List”). This Disclosure List shall be updated by Sierra Club on a regular basis, and will be provided to PG&E upon request by PG&E. Sierra Club shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045, to the extent applicable.

4. **Disclosures Required by Law.** If Sierra Club believes that any Confidential Information is required to be disclosed by law, rule, regulation, court of competent jurisdiction or governmental order, then to the extent permitted by applicable law and before disclosing any Confidential Information, Sierra Club shall provide PG&E with prompt notice so that PG&E, at its sole cost and expense, may seek an appropriate protective order or other appropriate remedy, including a reasonable opportunity to contest, limit or assist Sierra Club in crafting the disclosure, and then such disclosure shall be made only to the extent necessary to satisfy such requirements. If PG&E takes no such action after receiving the foregoing notice from Sierra Club, Sierra Club may determine that it is required and/or appropriate to disclose the Confidential Information, with no liability to PG&E for any damages that arise from such disclosure.
5. **Return or Destruction of Confidential Information.** All Confidential Information disclosed by PG&E to Sierra Club remains the property of PG&E, and Sierra Club shall return or destroy all Confidential Information, including any copies of Confidential Information in its possession or possession of Sierra Club Agents upon the termination of this NDA or otherwise at PG&E’s request, subject to the limitations below. Within fifteen (15) days of receiving such request from PG&E, Sierra Club shall comply with the request and provide written certification, signed by an authorized representative of Sierra Club, confirming Sierra Club’s compliance and Sierra Club’s Agents’ compliance with the request to return or destroy all Confidential Information as set forth in this provision.

Nothing in this section will require Sierra Club to return or destroy Confidential Information if Sierra Club has an ongoing right to access the Confidential Information, including through any law, rule, regulation, CPUC decision, order of a court of competent jurisdiction, or other governmental order.

6. **Term and Termination**. If, at any time, Sierra Club permanently ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 *et seq.*, this NDA shall terminate and Sierra Club shall promptly return or destroy (with written notice to PG&E itemizing the materials destroyed) all Confidential Information then in its possession. Notwithstanding the foregoing, all nondisclosure obligations of this NDA shall survive any termination of this NDA.
7. **No License**. No license or proprietary rights are granted by disclosure of any Confidential Information under this NDA, except the limited right to use the Confidential Information solely for the Purpose.
8. **Compliance with Applicable Law**. Sierra Club and Sierra Club Agents agree to comply with all applicable laws governing the protection of the Confidential Information.
9. **Assignment**. Neither Party shall assign this NDA nor any Confidential Information received from PG&E pursuant to this NDA without PG&E's prior written consent. This NDA shall be binding upon each Party, their successors, and assigns.
10. **No Warranty**. All Confidential Information is provided "as is" without any warranties, express, implied, or otherwise, regarding the accuracy or completeness of any Confidential Information disclosed by PG&E to Sierra Club or Sierra Club Agents.
11. **Severability and Waiver**. The covenants and agreements set forth in this NDA are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction or arbitrator/mediator to be invalid or unenforceable for any reason, the Parties shall negotiate an equitable adjustment in the provisions of this NDA with a view toward effectuating the purpose of this NDA. The invalidity or unenforceability of any of the provisions, or application of any of the provisions, of this NDA will not affect the validity or enforceability of any of the remaining provisions of this NDA.
12. **Entire Agreement**. This NDA has been negotiated by both Parties and shall not be strictly construed against either Party. No change, modification, extension, termination, or waiver of this NDA shall be made effective unless in writing and signed by an authorized representative of each Party.
13. **Governing Law**. This NDA shall be construed and interpreted in accordance with the laws of the State of California. Any controversy, dispute, issue, or claim arising out of or in any way relating to this NDA which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or, if appropriate, the CPUC.
14. **Counterparts**. This NDA may be executed in one or more counterparts, each of which

shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the NDA. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed NDA shall be deemed to constitute duplicate originals.

15. **Remedies.** Notwithstanding any other term of this NDA, it is expressly agreed that a breach of this NDA will cause irreparable harm to PG&E and that a remedy at law may be inadequate. Therefore, Sierra Club acknowledges that disclosure of any Confidential Information except as authorized by this Agreement will cause irreparable harm to PG&E and/or PG&E customers, the amount of which may be difficult to assess. Accordingly, Sierra Club hereby confirms that PG&E shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief as may be appropriate in the event of improper disclosure of its Confidential Information by Sierra Club or its employees or Sierra Club Agents. Such right shall, however, be construed to be in addition to any other remedies available to PG&E, in law or equity. In addition to all other remedies, Sierra Club shall indemnify and hold harmless PG&E, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees) attributable to actions of Sierra Club and/or its employees, Sierra Club Agents, and/or its representatives in connection with the unauthorized use or disclosure of Confidential Information pursuant to this Agreement.
16. **Liability.** Sierra Club shall be liable for the disclosure or use of the Confidential Information by Sierra Club, its employees or Sierra Club Agents contrary to this Agreement. Sierra Club shall immediately notify PG&E in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Sierra Club or any of its employees or Sierra Club Agents. However, nothing in this Agreement shall obligate PG&E to monitor or enforce Sierra Club's compliance with the terms of this Agreement.

PG&E shall not be liable for any claims, demands, causes of action, damages, or expenses arising from or resulting from any release of Confidential Information by Sierra Club or any of its employees or Sierra Club Agents. After PG&E makes a secure and authorized transfer of Confidential Information to the Sierra Club or any of its employees or Sierra Club Agents, PG&E shall not be responsible for the security of the transmitted Covered Information or data or its use or misuse by a third party.

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have caused this NDA to be executed by their duly authorized representatives as of the Effective Date.

SIERRA CLUB

**PACIFIC GAS AND ELECTRIC
COMPANY**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT 1
NON-DISCLOSURE CERTIFICATE FOR SIERRA CLUB EMPLOYEES OR AGENTS

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement (“Agreement”) between Pacific Gas and Electric Company (“PG&E”) and Sierra Club executed to permit Sierra Club to receive and use Confidential Information, as that term is defined in the Agreement, for the Purpose as that term is defined in the Agreement.

I have been given a copy of, and have read the Agreement, and I agree to be bound by it. I understand that any notes, memoranda, correspondence, or any other form of information that copies, contains or discloses Confidential Information must be used only for the Purpose described in the Agreement and shall not be disclosed to anyone other than in accordance with the Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

By: _____

Printed Name: _____

Company: _____

Title: _____

Date: _____