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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective on January 1, 2027. (U 39 M)	Application 25-05-009

THE PUBLIC ADVOCATES OFFICE RESPONSE IN OPPOSITION TO PACIFIC GAS AND ELECTRIC COMPANY'S MOTION TO STRIKE CAL ADVOCATES' AMENDED OPENING BRIEF

I. INTRODUCTION

Pursuant to Rule 11.1(e) of the California Public Utilities Commission (Commission) Rules of Practice and Procedure (Rules), and the July 9, 2026 Administrative Law Judge's (ALJ) Email ruling, the Public Advocates Office at the California Public Utilities Commission (Cal Advocates) submits its response to the *Motion of Pacific Gas and Electric Company (U 39 M) to Strike Cal Advocates' Amended Opening Brief* (Motion) in *Application of Pacific Gas and Electric Company for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective on January 1, 2027* (Application).

Pacific Gas and Electric Company's (PG&E) Motion seeks to strike the amended opening brief Cal Advocates filed and served on July 8, 2026.[1] Cal Advocates hereby provides its response in opposition to PG&E's motion to strike.

II. BACKGROUND

On Tuesday, July 7, 2026 Cal Advocates learned that a section of its Opening Brief was missing. Specifically, via email a party to the proceeding informed Cal Advocates that a footnote referenced a section of the brief that was not included. Cal

[1] *Motion of Pacific Gas and Electric Company (U 39 M) to Strike Cal Advocates' Amended Opening Brief*, July 9, 2026 at 1.

Advocates spent the rest of that day reviewing the Opening Brief and thereby discovered that it had inadvertently failed to include sections 4.1 and 4.22 as well.

On July 8, 2026, once the scope of the problem was fully determined, Cal Advocates emailed PG&E and all other parties to inform them of what had happened. Since Cal Advocates was reasonably relying on Rule 1.12 as authority to file its Amended Opening Brief, it did not believe it necessary or appropriate to include the ALJs in that email. Cal Advocates received but did not reply to PG&E's email response on July 8, 2026. In addition to being unsolicited legal advice with which Cal Advocates continues to disagree, PG&E's suggested course of action was in opposite to Cal Advocates efforts to address the problem as quickly as possible.

On July 8, 2026, Cal Advocates filed its Amended Brief. On July 9, 2026 PG&E filed its Motion.

III. DISCUSSION

A. PG&E's Arguments to Strike Cal Advocates' Amended Opening Brief Are Without Merit.

PG&E claims Cal Advocates: (1) did not provide details of its "inadvertent error" and how it happened;[2] (2) did not include the Administrative Law Judges (ALJs) in its original email notifying the various parties about its planned amended opening brief;[3] (3) did not respond to PG&E's email stating PG&E expected Cal Advocates to file a motion for leave to file an Amended Opening Brief and how Cal Advocates still filed/served its Amended Opening Brief;[4] (4) replacing the phrase "Cal Advocates did not make adjustments to this expense section" for sections 4.21 and 4.22 somehow suggests the error was not inadvertent;[5] (5) wrongly relied on Rule 1.12 as authority to

[2] Motion at 1.

[3] Motion at 2.

[4] Motion at 2.

[5] Motion at 2.

Amend its Opening Brief instead of Rules 9.1 and 13.1;[6] (6) should have but did not provide a Declaration and a Motion for Leave for an Amended Opening Brief;[7] and (7) has been dismissive of the prejudice caused by the time needed to prepare Reply Briefs.[8]

The fact is, Cal Advocates' opening brief addresses more of PG&E's revenue request application in this GRC than any other party, only rivaling PG&E's own application in size, scope and detail of the material covered. Cal Advocates' opening brief was a collaborative effort involving several teams headed by different attorneys. In the course of reviewing and incorporating edits to the different sections of the brief, Cal Advocates inadvertently failed to include the above referenced sections of the brief in the final compilation. As shown below, PG&E's claims Cal Advocates' Amended Opening Brief was improper, anything other than inadvertent, and/or harmful to it, are incorrect, misplaced, and/or baseless and therefore without merit.

B. Rule 1.12 is the correct procedural vehicle to Amend an Opening Brief.

Article 1, Rule 1.12 of the California Public Utilities Commission Rules of Practice and Procedure (Rules), which Cal Advocates cites to as authority for its amendments governs "Amendments and Corrections." As PG&E correctly points out, Rule 1.12(a) provides:

> An amendment is a document that makes a substantive change to a previously filed document. An amendment to an application, protest, complaint, or answer must be filed prior to the issuance of the scoping memo.

That the fact that Cal Advocates seeks to make a substantive change to a previously filed document is not reasonably disputed. Thus, Cal Advocates must be deemed as having acted in a manner consistent with the first sentence of Rule 1.12. Equally beyond question is the fact that Cal Advocates was seeking to amend its brief,

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[6] Motion at 2-3.

[7] Motion at 3.

[8] Motion at 3.

rather than "an application, protest, complaint, or answer". Irrespective of these facts, PG&E contends that Cal Advocates' reliance on Rule 1.12 as authority for its motion is in error. As shown below, PG&E's contention is untenable.

As an initial matter, PG&E's reading of Rule 1.12 goes well beyond the express language of the rule. Simply put, Rule 1.12's requirement that the amendment be filed prior to the issuance of the scoping memo is, by Rule 1.12 itself, limited to amendments to an application, protest, complaint, or answer. In this regard, the rule is both logical and internally consistent; it makes sense to require that amendments to a proceeding's preliminary documents be made prior to issuance of the scoping memo. However, this limitation is, contrary to PG&E's claims, neither imposed upon nor reasonable where amendments are made to other types of filings. Indeed, by PG&E's reading, all substantive amendments, including those to testimony, would be prohibited by Rule 1.12 beyond any judicial discretion, as a matter of law.[9]

As support for its claim, PG&E cites the recently issued Decision (D.) 26-05-004.[10] PG&E relies on D.26-05-004 to justify an erroneous interpretation of Rule 1.12(a) one that would improperly limit the Commission's authority to permit amendments to briefs. In D.26-05-004, the Commission ruled that Crimson California Pipeline L.P. (Crimson), a crude petroleum pipeline operator, violated Rule 1.12(a) because it filed an amendment to its application after the issuance of a scoping memo.[11] Specifically, Crimson requested authority to raise its rates by an additional 3.16 percent from what Crimson requested in its application. This request was made on January 30, 2026, well after to the November 18, 2025 scoping memo in that proceeding. The Commission found that the rate increase request for Crimson's pipeline was a substantive

[9] Rule 9.1, which PG&E cites, provides: The Administrative Law Judge may take such other action as may be necessary and appropriate to the discharge of his duties, **consistent with the statutory or other authorities** under which the Commission functions and with the rules and policies of the Commission. (Emphasis added.)

[10] Motion at 3.

[11] D.26-05-004, *Decision Authorizing 10 Percent Rate Increase on Crimson California Pipeline L.P.'s Southern California Pipeline System*, May 14, 2026 at 6.

change to Crimson's application. In contrast, Cal Advocates is not seeking a substantive amendment to an application. Cal Advocates is seeking an amendment to correct errors and inadvertent omissions to its brief.

Based on its incorrect interpretation of Rule 1.12, PG&E argues that amendments such as Cal Advocates seeks to make are instead governed by Rule 9.1 and Rule 13.1. As an initial matter, PG&E's reference to Rule 13.1 appears to be inadvertent error - that rule only speaks to Commission notice requirements. Like Rule 9.1, Rule 13.12 speaks to briefs; both confer authority upon the Administrative Law Judge (ALJ) to perform specific acts. With regard to briefs, these rules only provide that the ALJ "may … fix the time for the filing of briefs." PG&E implies that this authority to fix the time for the filing of briefs both preempts Rule 1.12 and imposes the obligation to either "file a motion for extension of time or leave to file an amended opening brief."[12] Rather than support this interpretation with anything of substance, PG&E suggests that the plain language of Rule 1.12 is unavailing and requires citation to a Commission decision.[13] PG&E is wrong.

In a tacit admission that its claim lacks any legal basis, PG&E asserts that:

> Even if there is no rule directly on point, standard practice and custom at the Commission require that a party seek leave to file an amended brief after the deadline has passed.

Ignoring the internal inconsistency inherent in this statement (PG&E both admits there's no rule and claims there is a requirement), PG&E provides no support for its claim that a party is required to seek leave to file. In contrast to PG&E's failure to identify even a single instance where it or any party filed an amended brief without leave of the ALJ, Cal Advocates notes that, while by no means frequent, amendments to opening and/or reply briefs under Rule 1.12 are not uncommon. For example, A1211009 et al., A2204016, R2207005, R.13-11-005 and I.2210007 resulted in Commission decisions following (and

[12] Motion at. 3.

[13] Motion at 3,

therefore approving) amendments to briefs. Notably, PG&E was a party to all but the last of these proceedings.

C. Cal Advocates Welcomes PG&E's Concern about Adverse Precedent.

Cal Advocates agrees with PG&E that Cal Advocates' filing of its Amended Brief should not be seen as a way to compromise the briefing schedule.[14, 15] Indeed, in addition to being consistent with the applicable Rules, a reasonable review of the Amended Brief shows that, other than seeking leave to file in advance, Cal Advocates took steps to substantially protect parties' rights and Commission processes. As shown below, these steps were both reasonable and largely consistent with those proposed by PG&E.

1. Cal Advocates explained why the substantive changes were not included in the original submission

PG&E's questioning Cal Advocates' claim of inadvertent error is unreasonable. There are several clear indications that Cal Advocates' error in omitting the subject sections from its Opening Brief was unintentional and not done in bad faith. Cal Advocates' Opening Brief includes the following statement under both Sections 4.21 and 4.22: "Cal Advocates did not make adjustments to this expense section."[16] Cal Advocates' inclusion of this statement demonstrates how Cal Advocates inadvertently omitted the missing sections 4.21 and 4.22. Cal Advocates statement that it did not make adjustments to PG&E's "expense" requests makes no mention of PG&E's capital requests under these sections.

Moreover, PG&E knows that it made substantial capital requests under these two electric distribution sections and that Cal Advocates made corresponding adjustments or

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[14] Motion at 4.

[15] Cal Advocates believes this should apply to schedule impacts related to all amendments, supplements, and errata.

[16] Cal Advocates Opening Brief at 246

disallowances. These are detailed in Cal Advocates' testimony.[17] As such, it should have been no surprise to PG&E on July 8, 2026 when Cal Advocates filed its Amended Opening Brief and included all the arguments/disallowances Cal Advocates discussed in its testimony. That Cal Advocates would contest PG&E's requests in testimony, recommending that the Commission authorize $50.012 million and $ 67.48 million less than PG&E requests then intentionally concede the point in briefing is unreasonable.

A further reflection of the inadvertent nature of Cal Advocates' omission is the timeline of when Cal Advocates became aware of its inadvertent omission. As noted above, on July 7, 2026 Cal Advocates received an email informing it that a footnote in Cal Advocates' Opening Brief cited to a section which did not exist. As set forth in that email:

> At page 12 there's a footnote citing Sections 4.21 as where Cal Advocates opposed the capitalization of pre-paid cloud contracts. But that section is about Elec Dist, and my computer's search function doesn't find "pre-paid cloud" anywhere else in the brief.

The very fact that the citation refers to a section that was omitted from the Opening Brief attests to Cal Advocates' intention to include that material in the brief.

2. Cal Advocates took reasonable steps to ameliorate potential harm.

In contrast to PG&E's initial response, which was to request additional measures which would have created additional delays, PG&E's motion requests a demonstration that late submittal of an amended brief will not prejudice other parties to the case. PG&E's requests are flawed in several respects. First, as noted above, Cal Advocates took every reasonable step to expeditiously inform parties of the full measure of the problem. Having done so, Cal Advocates further agreed that it would not oppose any reasonable requests for an extension of time to file reply briefs on the content of the three erroneously omitted sections.

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[17] See Ex. CA-07 and Ex. CA-08.

While PG&E asserts that these efforts were not sufficient, it does not say what more could have been done or identify any harm has actually occurred.[18] Instead, PG&E vaguely alludes to potential harm on claims that "all parties have relied on the schedule set for this proceeding for the purposes of planning for other work and vacations … ."[19] Notably, PG&E neither claims to have consulted with other parties about this contention or to itself had have conflicts with vacations or a lack of resources.

Second, PG&E proposes an unworkable approach. Simply put, it is not reasonable to expect any party to be sufficiently knowledgeable of every other party's resources, constraints, and considerations to be able to demonstrate that those other parties will not be in any way harmed by an amendment. At best, parties can and should be expected to take steps that show they have taken reasonable steps to anticipate and guard against reasonably anticipated harm. This is exactly what Cal Advocates has done here.

Finally, and relatedly, PG&E argues that the time it took Cal Advocates to provide the Amended Brief has resulted in harm and prejudice.

3. Cal Advocates Amended Brief provides both proof and attestation that the amended brief was not drafted after the original briefing timeline.

PG&E's third demand is that any amending brief include an attestation that it was not drafted after the original briefing timeline. Cal Advocates unequivocally agrees with the implicit intention here – to ensure that amendments are not made in response to timely filed briefs. However, in general, attorneys are already signing the pleading. And here in particular, Cal Advocates Amended Brief repeatedly makes clear that the amendments consist of timely drafted sections that were inadvertently omitted. Under these circumstances, and particularly in light of Rule 1.1, the additional attestation that

[18] PG&E Motion, p.3.

[19] Any claims of harm by PG&E must counter the fact that PG&E knew that it made substantial capital requests under the two electric distribution sections at issue, and that Cal Advocates made significant adjustments or disallowances thereto. As such, PG&E cannot reasonably claim have been surprised or harmed by the content of Cal Advocates' Amended Brief.

PG&E calls for seems duplicative and unwarranted.

IV. CONCLUSION

Cal Advocates' opening brief addresses more of PG&E's revenue request application in this GRC than any other party, only rivaling PG&E's own application with regard to the size, scope and detail of the material covered. In the course of reviewing and incorporating edits on the different sections of the brief with the analysts in the different teams, Cal Advocates inadvertently failed to include the following three sections of the brief in the final compilation.

PG&E has failed to show that Rule 1.12 is not controlling, that it has been in any way harmed, that any of the mostly reasonable safeguards it proposes are not already present in Cal Advocate's Amended Opening Brief, or that any of its arguments against allowing the Cal Advocates amendments have merit. In effect, PG&E has not demonstrated the Commission should strike any let alone all of Cal Advocates' Amended Opening Brief. For the reasons set forth above, the Commission should deny PG&E's Motion in its entirety.

Respectfully submitted,

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