



Decision _____

FILED

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

08/12/26

03:35 PM

A2202015

**Application of Pacific Gas and Electric Company
for Compliance Review of Utility-Owned
Generation Operations, Portfolio Allocation
Balancing Account Entries, Energy Resource
Recovery Account Entries, Contract
Administration, Economic Dispatch of Electric
Resources, Utility-Owned Generation Fuel
Procurement, and Other Activities for the Record
Period January 1 through December 31, 2021.**

**A.22-02-015
(Filed February 28, 2022)**

INTERVENOR COMPENSATION CLAIM OF ALLIANCE FOR NUCLEAR RESPONSIBILITY

**AND DECISION ON INTERVENOR COMPENSATION CLAIM OF
ALLIANCE FOR NUCLEAR RESPONSIBILITY**

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

Intervenor: ALLIANCE FOR NUCLEAR RESPONSIBILITY	For contribution to Decision (D.) 26-07-034
Claimed: \$6,536.15	Awarded: \$
Assigned Commissioner: Christine Harada	Assigned ALJ(s): Elaine Lau and Leah Goldberg
I hereby certify that the information I have set forth in Parts I, II, and III of this Claim is true to my best knowledge, information and belief. I further certify that, in conformance with the Rules of Practice and Procedure, this Claim has been served this day upon all required persons (as set forth in the Certificate of Service attached as Attachment 1).	
Signature:	/s/ Rochelle Becker
Date: 8/12/2026	Submitted by: Rochelle Becker, Board Chair

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

A. Brief description of Decision:	D.26-07-034 modifies D.25-06-045 and denies the Application for Rehearing filed by the Alliance for Nuclear Responsibility.
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B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812¹:

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference:	6/8/2022	
2. Other specified date for NOI:		
3. Date NOI filed:	7/6/2022	
4. Was the NOI timely filed?		
Showing of eligible customer status (§ 1802(b)) or eligible local government entity status (§§ 1802(d), 1802.4):		
5. Based on ALJ ruling issued in proceeding number:		
6. Date of ALJ ruling:		
7. Based on another CPUC determination (specify):	D.22-01-016 issued 1/21/2022	
8. Has the Intervenor demonstrated customer status or eligible government entity status?		
Showing of “significant financial hardship” (§1802(h) or §1803.1(b)):		
9. Based on ALJ ruling issued in proceeding number:		
10. Date of ALJ ruling:		
11. Based on another CPUC determination (specify):	D.22-01-016 issued 1/21/2022	
12. Has the Intervenor demonstrated significant financial hardship?		

¹ All statutory references are to California Public Utilities Code unless indicated otherwise.

	Intervenor	CPUC Verification
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.26-07-034	
14. Date of issuance of Final Order or Decision:	7/03/2026	
15. File date of compensation request:	8/12/2026	
16. Was the request for compensation timely?		

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

#	Intervenor's Comment(s)	CPUC Discussion

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

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

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
1. A4NR sought rehearing of D.25-06-045 "focusing primarily on the claims that the Commission's findings are unsupported by substantial evidence and that the Decision is not supported by the findings." (D.26-07-034 at 3)	The Commission "reviewed the allegations of error" and "determined that good cause has been demonstrated to modify the Decision." (D.26-07-034 at 3)	
2. A4NR argued that D.25-06-045's finding that design flaws were not a factor in the first three outages was a misinterpretation of PG&E's Root Cause Evaluation.	The Commission determined: "A4NR correctly notes that the Root Cause Evaluation lists design flaws (as well as design testing verification deficiencies) as contributing causes of the first three outages...We acknowledge that the language in section 4.3.3 and Finding	

(Application for Rehearing at 1)	of Fact 15 that design flaws and design testing verification deficiencies were not factors in the first three outages may cause confusion in light of these findings in the Root Cause Evaluation. Therefore, we modify section 4.3.3 and Finding of Fact 15 to clarify that the Root Cause Evaluation identified certain design-related issues as contributing causes associated with the first three vibration-related outages at the Diablo Canyon Nuclear Powerplant ...” (D.26-07-034 at 5)	
3.		

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

	Intervenor’s Assertion	CPUC Discussion
a. Was the Public Advocate’s Office of the Public Utilities Commission (Cal Advocates) a party to the proceeding?	Yes	
b. Were there other parties to the proceeding with positions similar to yours?	No	
c. If so, provide name of other parties:		
d. Intervenor’s claim of non-duplication: PG&E, who opposed the Application for Rehearing, was the only other party involved in this stage of the proceeding.		

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

#	Intervenor’s Comment	CPUC Discussion

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

A. General Claim of Reasonableness (§ 1801 and § 1806) to be completed by Intervenor:

	CPUC Discussion
a. Intervenor's claim of cost reasonableness: The modest cost of A4NR's Application enabled the Commission to avoid legal error in its adoption of D.25-06-045.	
b. Reasonableness of hours claimed: A4NR confined its rehearing request to the conflict between D.25-06-045's factual determinations and PG&E's Root Cause Evaluation. The attached timesheet corroborates the efficient manner by which this issue was pursued.	
c. Allocation of hours by issue: 7.32 hours allocated 100% to reconciliation of D.25-06-045 factual determinations with PG&E's Root Cause Evaluation (does not include 1.7 hours for claim preparation).	

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
John Geesman	2026	.79	820	D.26-02-023 plus 3.35% ALJ-393 COLA rounded to nearest \$5	647.80			
John Geesman	2025	6.53	795	D.26-02-023	5,191.35			
[Expert 1]								
[Expert 2]								
[Advocate 1]								
[Advocate 2]								
Subtotal: \$5,839.15						Subtotal: \$		

CLAIMED						CPUC AWARD		
OTHER FEES								
Describe here what OTHER HOURLY FEES you are Claiming (paralegal, travel **, etc.):								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
[Person 1]								
[Person 2]								
<i>Subtotal: \$</i>						<i>Subtotal: \$</i>		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
John Geesman	2026	1.7	410	D.26-02-023 plus 3.35% ALJ-393 COLA rounded to nearest \$5	697.00			
[Preparer 2]								
<i>Subtotal: \$697.00</i>						<i>Subtotal: \$</i>		
COSTS								
#	Item	Detail			Amount	Amount		
1.								
2.								
<i>Subtotal: \$</i>						<i>Subtotal: \$</i>		
TOTAL REQUEST: \$6,536.15						TOTAL AWARD: \$		
*We remind all intervenors that Commission staff may audit the records and books of the intervenors to the extent necessary to verify the basis for the award (§1804(d)). Intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenors' records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award. **Travel and Reasonable Claim preparation time are typically compensated at ½ of preparer's normal hourly rate								

CLAIMED			CPUC AWARD
ATTORNEY INFORMATION			
Attorney	Date Admitted to CA BAR ²	Member Number	Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation
John Geesman	June 28, 1977	74448	No

C. Attachments Documenting Specific Claim and Comments on Part III³:
(Intervenor completes)

Attachment or Comment #	Description/Comment
1	Certificate of Service
2	Time Records of John Geesman
3	Spreadsheet Verification of Calculations
4	John Geesman Retainer Agreement
Comment #1	John Geesman is a consultant to A4NR, not a staff member. His 2012 contingent fee retainer agreement with A4NR, which remains in full force and effect, was determined by D.25-05-017 to satisfy Commission policy on consultant compensation: "Geesman has been hired on a contingency basis, where the consultant has not billed or collected compensation for the work performed until the final award is given. Given this contingency, we therefore utilize the reasonable rates established by Resolution ALJ-393 based on Geesman's experience."

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

Item	Reason

² This information may be obtained through the State Bar of California's website at <https://apps.calbar.ca.gov/attorney/LicenseeSearch/QuickSearch>.

³ Attachments not attached to final Decision

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

A. Opposition: Did any party oppose the Claim?	
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If so:

Party	Reason for Opposition	CPUC Discussion

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

Party	Comment	CPUC Discussion

(Green items to be completed by Intervenor)

FINDINGS OF FACT

1. **ALLIANCE FOR NUCLEAR RESPONSIBILITY** [has/has not] made a substantial contribution to D. **26-07-034**.
2. The requested hourly rates for **ALLIANCE FOR NUCLEAR RESPONSIBILITY**'s representatives [, as adjusted herein,] are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The claimed costs and expenses [, as adjusted herein,] are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$_____.

CONCLUSION OF LAW

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

ORDER

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

This decision is effective today.

Dated _____, at San Francisco, California.

APPENDIX

Compensation Decision Summary Information

Compensation Decision:		Modifies Decision?	
Contribution Decision(s):	D.26-07-034		
Proceeding(s):	A.22-02-015		
Author:			
Payer(s):			

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
ALLIANCE FOR NUCLEAR RESPONSIBILITY	8/12/2026	\$6,536.15		N/A	

Hourly Fee Information

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
John	Geesman	Attorney	\$820	2026	
John	Geesman	Attorney	\$795	2025	

(END OF APPENDIX)

A.22-02-015 Application for Rehearing: Time Records of John Geesman

<u>DATE</u>	<u>TASK</u>	<u>FACTUAL ERRORS</u>	<u>GENERAL</u>
8/12/2026	draft Compensation Claim (at one-half hourly rate)		1.7
6/25/2026	respond to ALJ order & email concerning redactions	0.79	
7/17/2025	Draft Application for Rehearing	6.53	
<u>TOTAL</u>		7.32	1.7

A.22-02-015 Application for Rehearing: Spreadsheet Verification of Calculations

Attorney Hours	0.79	2026	647.80
	6.53	2025	5,191.35
	7.32	TOTAL	\$5,839.15

Claim Prep. Hours	1.7	2026	697.00
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\$6,536.15 amount of compensation requested

Agreement to Employ Attorney in Regulatory Proceedings
of the California Public Utilities Commission

This retainer agreement is made between John L. Geesman ("Attorney") and the Alliance for Nuclear Responsibility ("Client"). Pursuant to California Rule of Professional Conduct 3-410, Attorney hereby informs Client in writing that I do not have professional liability insurance. Both parties acknowledge that Attorney is in the process of organizing a new law partnership and that they intend to amend this agreement when such firm is established for the sole purpose of substituting said firm for Attorney.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney to provide legal services in all proceedings before the California Public Utilities Commission (CPUC) which Client and Attorney mutually agree will affect the operation of the Diablo Canyon and San Onofre nuclear power plants. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Attorney shall be responsible for all filings necessary to qualify for reimbursement under the CPUC Intervenor Compensation Program. This Agreement does not cover representation in court of any appeal of a CPUC decision. Separate arrangements must be agreed to for those services. Services in any matter not described in this paragraph will require a separate written agreement.

3. CLIENT'S DUTIES. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at CPUC proceedings.

4. LEGAL FEES AND BILLING PRACTICES. Attorney agrees to look only to the CPUC Intervenor Compensation Program for recovery of fees and costs, and Client shall bear no responsibility for any of Attorney's fees and costs which are not fully reimbursed by the CPUC Intervenor Compensation Program. Attorney's hourly rate shall be that specified by CPUC Resolution ALJ-267 for Attorney's years of relevant professional experience, currently \$535, as such amount may be periodically updated by the CPUC.

5. FEES AND EXPENSES OF EXPERTS. To aid in the legal representation of Client's interests in CPUC proceedings, it may become necessary for Client to retain expert witnesses or consultants. Attorney will assist Client in the selection of any such expert witnesses or consultants, but will bear no responsibility for their fees or expenses. Attorney will seek reimbursement on behalf of Client for all

eligible fees and expenses of such experts and consultants through the CPUC Intervenor Compensation Program.

6. BILLING STATEMENTS. Attorney will send Client periodic statements for fees and costs accrued. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, and basis of calculation or other method of determination of such fees and costs, clearly identified by item and amount.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all accrued but unpaid charges will be payable solely from any reimbursement received from the CPUC Intervenor Compensation Program. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession.

8. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

12. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES.

PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED
DUPLICATE OF THIS AGREEMENT.

Dated: Jan 16, 2012

Alliance for Nuclear Responsibility

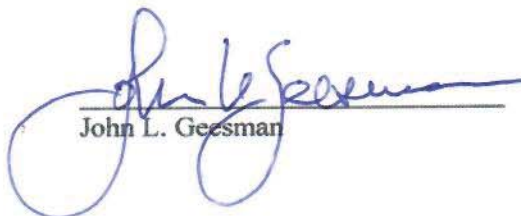
Address: PO 1328, SLO, CA 93406

Telephone: 858 331 2703

By: Rockelle Becker

Title: Executive Director

Dated: 1-16-12


John L. Geesman