
PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

October 30, 2024

TO PARTIES OF RECORD IN CASE 23-08-023; DECISION 24-10-038:

On September 27, 2024, a Presiding Officer's Decision in this proceeding was mailed to all parties. Public Utilities Code Section 1701.2 and Rule 15.5(a) of the Commission's Rules of Practice and Procedure provide that the Presiding Officer's Decision becomes the decision of the Commission if no appeal or request for review has been filed within 30 days of the mailing of the Presiding Officer's Decision.

No timely appeals to the Commission or requests for review have been filed. Therefore, the Presiding Officer's Decision is now the decision of the Commission.

The decision number is shown above.

/s/ MICHELLE COOKE

Michelle Cooke
Chief Administrative Law Judge

MLC:avs
Attachment

Decision 24-10-038 October 29, 2024

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

YOCHA DEHE WINTUN NATION,
a federally-recognized tribal
government,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC
COMPANY. (U39E),

Defendant.

Case 23-08-023

**PRESIDING OFFICER'S DECISION GRANTING MOTION
TO APPROVE AND ADOPT SETTLEMENT**

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Appendix A - Settlement Agreement

**PRESIDING OFFICER'S DECISION GRANTING MOTION
TO APPROVE AND ADOPT SETTLEMENT**

Summary

This decision grants the Joint Motion for Adoption and Approval of the proposed Settlement Agreement, attached as Appendix A, between complainant Yocha Dehe Wintun Nation and defendant Pacific Gas and Electric Company (PG&E).

The approval and adoption in this decision includes all terms of the Settlement Agreement without modification, whereby the parties agree to the following:

- (1) A \$3,131,562.24 lump-sum payment by the Yocha Dehe Wintun Nation to PG&E;
- (2) A reservation of rights by the Yocha Dehe Wintun Nation to claim exclusion from certain future electric charges on the basis of tribal sovereignty; and
- (3) A mutual release of claims by all parties.

This decision closes Case 23-08-023.

1. Background

1.1. Factual Background

The Yocha Dehe Wintun Nation (the Tribe) is a sovereign tribal nation recognized by the United States government.¹ Its Tribal Trust Land consists of 1,122 acres in Yolo County, California, located approximately 45 miles northwest of Sacramento.

The Tribe's government operates from various buildings throughout the Tribal Trust Land, including a fire department, a school, and a community center. The Tribe operates several wholly owned commercial enterprises,

¹ See 88 Fed. Reg. 2112 (January 12, 2023).

including a gas station and the Cache Creek Casino Resort. That resort includes a casino, hotel, and restaurants.

1.1.1. The Tribe's Microgrid

The Tribe developed, owns, and operates its own electrical grid system (Microgrid) that delivers electricity to the Tribe's government buildings and some of its commercial and residential buildings. The Microgrid is comprised of the following electric generation facilities: (i) the prime generation plant, totaling approximately 12.4 megawatts (MW) (comprised of five (5) natural gas-fired units, each of which has a capacity of approximately 2.483 MW); (ii) the standby generation facilities, totaling approximately 15.246 MW (comprised of nine (9) diesel units (*i.e.*, three (3) 3.1 MW units, two (2) 2.0 MW units, one (1) 750 kilowatt (kW) unit, one (1) 635 kW unit, one (1) 365 kW unit, and one (1) 196 kW unit)); and (iii) a 275 kW solar power plant; and (iv) any electric generation facilities that replace the above referenced facilities (collectively, the Generating Facilities).

The Microgrid is designed to operate both independently and in parallel with Pacific Gas and Electric Company's (PG&E's) system; however, the Tribe remains a distribution customer of PG&E.

The facilities comprising the Microgrid are located almost entirely on Tribal Trust Land. The portion of the Microgrid that is not on Tribal Trust Land is on land owned by the Tribe in fee that is pending transfer into trust. The Tribe contends that its Microgrid exists as an important element of the Tribe's overall economic development efforts that have created a resilient electric system.

The Generating Facilities serve both new load, as well as approximately 6 MW of existing customer load behind-the-meter of PG&E's customer of record: Cache Creek Casino Resort.

1.1.2. The Parties' Dispute

The Tribe alleges that, after installing approximately 7.2 MW of electric generating capacity on its Microgrid by March 2019, PG&E refused to inspect the equipment unless the Tribe submitted a Departing Load Notice. On May 29, 2019, the Tribe submitted a Departing Load Notice under protest stating that the departing load charges should not apply to the Tribe for various reasons, including its status as a sovereign tribal government.

PG&E provided a non-bypassable charges (NBC) Statement to the Tribe on August 20, 2019. PG&E contends that the Tribe's Generating Facilities constitute Customer Generation, as defined in Decision (D.) 03-04-030, and therefore are subject to NBCs pursuant to the terms of PG&E Electric Schedule E-DCG (Departing Customer Generation). PG&E began billing NBCs under Schedule E-DCG in June 2020. The Tribe has paid the NBC charges under protest since that time.

The Tribe also contends that PG&E unreasonably delayed the testing and interconnection of certain of the Tribe's Generating Facilities that are part of the Microgrid. PG&E disputes this contention.

The Tribe further contends that certain PG&E distribution facilities on Tribal Land constitute a trespass. PG&E disputes the Tribe's contention and responds that the distribution facilities in question were installed at the request of the Tribe.

1.1.3. Alternative Dispute Resolution Efforts

Attempting to resolve their disputes prior to filing a formal complaint before the Commission, the Tribe and PG&E jointly requested an Early Neutral Evaluation (ENE) in June 2020 through the California Public Utilities Commission (Commission) Alternative Dispute Resolution (ADR) Program,

which was when PG&E began billing NBCs under Schedule E-DCG. In the course of the ENE process, the parties opted to remain in the Commission's ADR Program while transitioning from ENE to mediation. The Tribe and PG&E have been actively engaged in that mediation process during the pendency of this proceeding.

1.1.4. The Complaint

While continuing the mediation efforts and to preserve each parties' litigation rights, on August 25, 2023, Complainant, the Tribe, filed verified Case (C.) 23-08-023 against Defendant PG&E (Complaint). The Tribe sought a refund of \$1,928,000 for Public Purpose Program Charges (PPPC) alleged to be unlawfully charged by PG&E and paid by the Tribe, plus interest. The Tribe alleges those charges are unlawful because their imposition by PG&E violated the following Commission administered authorities: (1) PG&E Electric Schedule E-DCG; (2) PG&E Electric Rule 21 (Rule 21); (3) the Commission's "fair share" policy; and (4) Public Utilities (Pub. Util.) Code Section 453 (by imposing the PPPC on the Tribe, but not on Publicly-Owned Utilities).² Recognizing confidence in the mediation efforts and progress to date, the Complaint also requested that this proceeding be suspended for 90 days to allow that mediation effort to continue toward full settlement of all disputed issues. The Commission categorized this as an adjudicatory proceeding.³

² Complaint at 3-4. The Tribe also alleges violation of the United States Constitution, including Article I, Section 8, Clause 3, as well as federal law. Complaint at 2.

³ The Tribe requested a 90 day period to attempt such settlement after the Commission's service of the Complaint and prior to the filing of PG&E's answer to the Complaint.

1.2. Procedural Background

The assigned Administrative Law Judge (ALJ) issued a ruling on October 6, 2023, and granted the Tribe's request, providing through January 17, 2024, for PG&E to file and serve its answer. That ruling also ordered the parties to meet and confer and to file and serve a Joint Settlement Status Report on or by December 11, 2023.

Beginning on December 11, 2023, the parties filed four Joint Settlement Status Reports while actively engaged in the Commission ADR Program's mediation process. In each report, the parties reported continued confidence in the productive mediation efforts and progress being made in that process, and requested additional time to continue their settlement efforts.

On July 24, 2024, the parties filed their Fifth Joint Settlement Status Report, informing the assigned ALJ that they achieved a settlement agreement that resolves the PPC Dispute in its entirety. The parties jointly requested up to August 30, 2024, to allow time for their respective decision makers to execute the settlement agreement and to submit a joint motion for adoption and approval of the settlement to the Commission. The parties further requested that the deadline for PG&E to file its answer to the Complaint be suspended.

On July 30, 2024, the assigned ALJ issued a ruling granting the parties' joint request and vacated PG&E's deadline to file and serve its answer to the Complaint until and unless reset by the ALJ. That ruling also ordered the parties to file by August 30, 2024, either (a) a joint motion for adoption and approval for Commission approval of the settlement, addressing the requirements of Rule 12.1 of the Commission's Rules of Practice and Procedure (Rules); or (b) a Sixth Joint Settlement Status Report.

On August 20, 2024, the parties filed a Joint Motion for Adoption and Approval of Settlement (Motion), attaching the Settlement Agreement for Commission review. No party filed an opposition.

On August 22, 2024, the Commission extended the statutory deadline from August 25, 2024, to February 28, 2025, in D.24-08-048.

2. The Settlement Agreement

On August 8, 2024, PG&E and the Tribe entered into the Settlement Agreement after spending nearly four years in the Commission's ADR program. In recognition of the expense, cost, effort and uncertainty associated with litigation, the parties entered the Settlement Agreement without admitting liability, fault, or any improper action by any party and without diminishing or determining the veracity of the disputed claims. That Settlement Agreement requires approval by the Commission. The general and salient terms of the Settlement Agreement are summarized below.⁴

2.1. Payment By The Tribe

Under the Settlement Agreement, the Tribe would make a lump-sum payment in the amount of \$3,131,562.24 (the Payment) to PG&E. The Payment will be reduced by the amount of any payments made to PG&E pursuant to Schedule E-DCG after May 31, 2024, up to and including the Settlement Agreement's Effective Date (*i.e.*, the date approved without condition or modification by the Commission).

The Payment is in full and complete satisfaction, discharge, and settlement of all existing or future obligations of the Tribe under Schedule E-DCG. The Payment also satisfies any replacement or successor PG&E tariffs or schedules

⁴ The parties represent that no separate agreement exists between them that relates to any of the issues addressed in the Settlement Agreement. Motion at 6.

covering the NBCs for the departed load previously served by PG&E that is, as of the Effective Date, served by the Tribe's Generating Facilities.

The Payment does not relieve the Tribe of any NBCs that (i) are not identified in PG&E Schedule E-DCG as of the Effective Date, and the Commission in the future requires by law or (ii) a final Commission decision that is no longer subject to appeal (New Departing Load NBC). However, no such payment or obligation may exceed a cumulative total of \$25,000. The Tribe reserves all its rights at law and in equity to challenge any such New Departing Load NBC adopted by the Commission in the future.

2.2. Reservation of Tribal Sovereignty Claims

The Settlement Agreement establishes that the Tribe retains its rights to raise with the Commission directly, or with any state or federal court having jurisdiction, its claims (1) that the Tribe, as a sovereign tribal nation, is not subject to NBCs, including the PPPC, and (2) that the imposition of NBCs violate the United States Constitution, specifically Article I, Section 8, Clause 3, as well as federal law. Nevertheless, the Tribe may not seek reimbursement from PG&E for NBCs, including the PPPC, already paid pursuant to the Settlement Agreement.

2.3. Mutual Release of Claims and Other Terms

The Settlement Agreement includes a mutual release addressing the matters in dispute as described above. The Settlement Agreement also includes provisions regarding applicable law, dispute resolution, authorization to enter into the Settlement Agreement, third-party beneficiaries, execution and amendments.

Significantly, the Settlement Agreement, section 15 provides that:

The Tribe agrees that the venue for any dispute related to this Agreement shall be the Commission. The Parties stipulate that the Commission has continuing jurisdiction over the Action

and the Microgrid and Trespass Claims to adjudicate any dispute regarding implementation of the terms of this Agreement.

2.4. Submission Date

This matter was submitted on August 20, 2024, upon filing of the Joint Motion for Adoption and Approval of Settlement by all parties to this proceeding.

3. Jurisdiction and Burden of Proof

The Commission has jurisdiction over the activities of public utilities.⁵ PG&E has operated as a public utility providing electric and gas services in California since 1905. PG&E is therefore an electric utility subject to the Commission's jurisdiction.

Rule 4.1(a)(1) of the Commission's Rules of Practice and Procedure (Rules) provides that a complaint may be filed with the Commission by "any body politic . . . , setting forth any act or thing done or omitted to be done by any public utility including any rule or charge heretofore established or fixed by or for any public utility, in violation, or claimed to be in violation, of any provision of law or of any order or rule of the Commission."⁶ Indian Tribes recognized by the United States or the State of California are considered government agencies.⁷

Here, the Tribe is a federally-recognized tribal government seeking a refund of certain PPPC collected from the Tribe by PG&E, a public utility. The Tribe alleges those charges are unlawful because their imposition by PG&E violated the following law, order, or rule of the Commission: (1) PG&E Electric

⁵ Pub. Util. Code Section 216(a).

⁶ All references to Rule or Rules in this decision are to the Commission's Rules of Practice and Procedure unless otherwise specified.

⁷ See Commission General Order (GO) 96-B, Section 9.2.3.

Schedule E-DCG; (2) PG&E Electric Rule 21; (3) the Commission “fair share” policy; and (4) Pub. Util. Code Section 453. Accordingly, the Tribe is a proper complainant alleging claims within the Commission’s jurisdiction pursuant to Rule 4.1(a)(1).

The Tribe bears the burden of proof to show PG&E violated a rule, order, law, or tariff approved by the Commission.⁸ The Tribe must meet the burden of proof by a preponderance of the evidence.

4. Issues Before the Commission

In this proceeding, the Tribe and PG&E jointly filed the Motion and requested that the Commission approve and adopt the Settlement Agreement pursuant to Rule 12.1. Therefore, the issue to be determined is whether the Settlement Agreement meets the requirements of Rule 12.1.

5. Standard of Review

California law recognizes “a strong public policy favoring the voluntary settlement of disputes.”⁹ An adjudicating tribunal reviews a settlement

⁸ See *In Complaint of Service-All-Tech, Inc. v. PT&T Co.* (Cal. PUC 1977) 83 CPUC 135, Decision (D.) 88223 (complaint relating to the disconnection of telephone service where the court found that complainant had the burden of proof and that complainant’s “failure to present any evidence present[ed] a total lack of meeting that burden”). See also *Pacific Bell Telephone Company, d/b/a AT&T California vs. Fones4All Corporation* (Cal. PUC 2008) D.08-04-043, 2008 Cal. PUC LEXIS 132.

⁹ *Rheinhardt v. Nissan N. Am., Inc.*, 92 Cal.App.5th 1016, 1027 (Cal. Ct. App. 2023) (stating “California has a strong public policy favoring the voluntary settlement of disputes” and citing *Monster Energy Co. v. Schechter* (2019) 7 Cal.5th 781, 793, 249 Cal.Rptr.3d 295, 444 P.3d 97; *Zamora v. Clayborn Contracting Group, Inc.* (2002) 28 Cal.4th 249, 260, 121 Cal.Rptr.2d 187, 47 P.3d 1056 [“the law favors settlements”]; *Kaufman v. Goldman* (2011) 195 Cal.App.4th 734, 745, 124 Cal.Rptr.3d 555 (*Kaufman*); *Osumi v. Sutton* (2007) 151 Cal.App.4th 1355, 1359, 60 Cal.Rptr.3d 693 [“it is, of course, the strong public policy of this state to encourage the voluntary settlement of litigation”].) Settlement agreements “are highly favored as productive of peace and good will in the community, and reducing the expense and persistency of litigation.” *McClure v. McClure*, 100 Cal. 339, 343 (Cal. 1893).

agreement with certain criteria before providing its approval.¹⁰ Rule 12.1 promotes this statewide settlement policy by establishing the standard by which the Commission reviews and approves voluntary settlements in its proceedings.

Here, the proposed Settlement Agreement may be approved under Rule 12.1(d) if the Commission finds it to be (1) reasonable in light of the whole record, (2) consistent with the law, and (3) in the public interest. Only upon meeting those requirements is the Settlement Agreement eligible for approval and adoption by the Commission.¹¹

6. Discussion

As discussed below, the Settlement Agreement complies with Rule 12.1(d). Therefore, the Motion is granted and the Settlement Agreement is approved and adopted in full without modification to its terms.

6.1. Reasonableness In Light of the Whole Record

First, the Settlement Agreement must be reasonable in light of the whole record.

Based on the multiple status reports in the record of this proceeding, it is evident that the parties were actively and diligently engaged with the Commission's ADR Program utilizing two different ADR processes in the course of four years in a continuous and committed fashion to reach this comprehensive Settlement Agreement.

¹⁰ See, e.g., *Rheinhardt v. Nissan N. Am., Inc.*, 92 Cal.App.5th at 1027 ("Notwithstanding that policy, courts can declare settlement agreements and releases, which the law treats like any other contracts (*Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127, 131 Cal.Rptr.2d 387), void and unenforceable on the basis of other public policies, illegality or unfairness.").

¹¹ See D.12-10-019, Order Denying Rehearing of D.08-08-030 (October 11, 2012) at 14-15; D.09-11-008, Decision Denying Motion to Adopt Contested Settlement and Dismissing Application (November 20, 2009) at 6.

Moreover, the record shows that the Settlement Agreement results from effective counsel that mediated and negotiated at arm's length to resolve all disputed issues under the Complaint. In particular, the parties contend that they maintain reasonable and good faith differences on the issue of whether Schedule E-DCG, including the NBCs thereunder, are applicable to the Tribe's departing load.¹² The parties accurately characterize the achievement and terms of the Settlement Agreement by stating:

The fact that PG&E and the Tribe were able to find common ground through their extended negotiations, and in areas where they originally differed, indicates that the Agreement is reasonable and reflects a reasonable balance of the competing interests affected in this proceeding.¹³

The Settlement Agreement reflects a reasonable compromise of views resulting from their substantial efforts in a nearly four-year long Commission-facilitated mediation process, and was entered to avoid the expense, cost, effort, and uncertainty associated with litigation.¹⁴ Accordingly, the Commission finds the Settlement Agreement reasonable in light of the whole record.

6.2. Consistency With Law

Second, the Settlement Agreement must be consistent with law.

¹² Motion at 7.

¹³ Motion at 8.

¹⁴ Motion at 7.

Although there exists a strong public policy favoring settlement “this policy does not excuse a contractual clause that is otherwise illegal or unjust.”¹⁵ Review of the Settlement Agreement reveals no such concerns.

Here, the Settlement Agreement was facilitated by an ALJ neutral functioning under the auspices of the Commission’s ADR Program. No parties identified any Settlement Agreement term that violates or is inconsistent with any law, rule, order, or decision of the Commission.

The parties to this proceeding proposed approval and adoption of the Settlement Agreement through written Motion. Within that Motion they present the factual and legal considerations adequate to advise the Commission of the scope and terms of the Settlement Agreement and of the grounds for its adoption. That Settlement Agreement was limited to the issues in this proceeding. Therefore, the parties complied with the written motion requirements of Rule 12.1(a).

The record shows that, before signing the Settlement Agreement, all parties met and conferred through participation in the facilitated mediation and to prepare five joint settlement status reports filed with the Commission. Therefore, the parties complied with the settlement conference requirements of Rule 12.1(b).

In addition, the Settlement Agreement effectuates established Commission and state policy to promote settlement of disputes. This policy reduces litigation

¹⁵ *Rheinhardt v. Nissan N. Am., Inc.*, 92 Cal.App.5th at 1028 (citing *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127, 131 Cal.Rptr.2d 387) (“[O]ur Supreme Court and other California courts have rejected the notion that a settlement judge may properly act to ‘approve’ an illegal contract and thereby shield it from invalidation. [Citations.]”). See also *Vitatech Internat., Inc. v. Sporn*, 16 Cal.App.5th 796, 807 (Cal. Ct. App. 2017) (“[A] court cannot validly enter a judgment or order which is void even if the parties agree to it.”).

expenses, conserves Commission resources, and allows parties to control the risk of unacceptable results of litigation. The Commission policy favoring settlements is especially appropriate here, where all parties request approval of the Settlement Agreement.

As a result, the Settlement Agreement complies with Commission laws, rules, orders, and decisions, as well as the strong public policy supporting settlements. Accordingly, the Commission finds the Settlement Agreement is consistent with applicable law.

6.3. The Public Interest

Finally, approval of the proposed Settlement Agreement must be in the public interest.

The California Supreme Court advised that the public interest is evaluated in light of the circumstances of each case and the settlement agreement presented.¹⁶ Here, the circumstances involved in this proceeding make approval of the Settlement Agreement is in the public interest.

¹⁶ In *Santa Barbara v. Superior Court*, 41 Cal.4th 747, 755-56 (Cal. 2007), the California Supreme Court addressed the "factors or characteristics" that underlie the concept of "public interest" in the context of an agreement releasing liability as follows:

In passages widely quoted and followed or adopted as a guide by numerous out-of-state decisions addressing the enforceability of such agreements, we wrote "The social forces that have led to such characterization are volatile and dynamic. *No definition of the concept of public interest can be contained within the four corners of a formula.* The concept, always the subject of great debate, has ranged over the whole course of the common law; *rather than attempt to prescribe its nature, we can only designate the situations in which it has been applied. We can determine whether the instant contract does or does not manifest the characteristics which have been held to stamp a contract as one affected with a public interest.*"

(citing *Tunkl v. Regents of University of California*, 60 Cal.2d 92, 98 (Cal. 1963) (emphasis added)).

As discussed above, the Settlement Agreement reasonably resolves all disputes raised by the Tribe's Complaint. It provides an efficient resolution to otherwise highly contested issues raised by the Complaint, thereby avoiding further unnecessary consumption of party and Commission time and resources. Approval of the settlement agreement aligns with the strong public policy favoring settlement of disputes. Accordingly, the Commission finds approval of the Settlement Agreement is in the public interest.¹⁷

7. Settlement Agreement Approval and Adoption

In sum, the Commission finds that the Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest under Rule 12.1(d). Accordingly, the Commission grants the Motion and approves and adopts the Settlement Agreement in its entirety without modification.

8. Categorization and Need for Hearing

In the Commission's Instructions to Answer Notice to Defendant, issued October 9, 2023, the Commission categorized this application as adjudicatory. In view of the Settlement Agreement and Motion, a hearing is not necessary.

9. Procedural Matters

This decision affirms all rulings made by the ALJ and assigned Commissioner in this proceeding. All motions not ruled on are deemed denied.

10. Appeal or Review of Presiding Officer's Decision

The presiding officer's decision in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code. Pursuant to Rule 14.4 of

¹⁷ The parties also offer that "PG&E's customers will benefit from the lump-sum payment being made by the Tribe to resolve this dispute, mitigating possible cost shifting which Schedule E-DCG was designed to prevent." Motion at 8.

the Commission's Rules of Practice and Procedure, any party may file an appeal of the presiding officer's decision within 30 days of the date the decision is served. In addition, any Commissioner may request review of the presiding officer's decision by filing a request for review within 30 days of the date the decision is served.

No party filed an appeal of the presiding officer's decision (Appeal) within 30 days of the date the decision was served. No Commissioner filed a request for review of the presiding officer's decision within 30 days of the date the decision was served.

11. Assignment of Proceeding

Darcie L. Houck is the assigned Commissioner and Jeffrey Lee is the assigned ALJ and Presiding Officer in this proceeding.

Findings of Fact

1. The Yocha Dehe Wintun Nation is a federally-recognized tribal government alleging claims within the Commission's jurisdiction against PG&E, a California public utility subject to the Commission's jurisdiction.
2. On August 25, 2023, the Tribe filed verified C.23-08-023 against PG&E.
3. In C.23-08-023, the Tribe seeks a refund of \$1,928,000 for PPPC allegedly charged unlawfully by PG&E and paid by the Tribe under protest, plus interest.
4. The Tribe alleges in C.23-08-023 that imposition by PG&E of the contested PPPC charges violated the following Commission administered authorities: (1) PG&E Electric Schedule E-DCG; (2) PG&E Electric Rule 21; (3) the Commission's "fair share" policy; and (4) Pub. Util. Code Section 453.
5. The parties engaged in an ALJ-facilitated mediation process through the Commission's Alternative Dispute Resolution Program to settle claims raised in C.23-08-023.

6. All parties joined the Joint Motion for Adoption and Approval of Settlement.
7. All parties jointly sponsored a Settlement Agreement for approval and adoption by the Commission in their Motion.
8. The Settlement Agreement conveys sufficient information to advise the Commission on the terms of the settlement.
9. The settling parties satisfied the requirements of Commission Rules 12.1(a) and (b).
10. The Settlement Agreement presents a reasonable compromise of all claims raised in C.23-08-023.
11. The Settlement Agreement presents an efficient resolution to highly contested issues raised by the Complaint, thereby avoiding further unnecessary and extended consumption of party and Commission time and resources.

Conclusions of Law

1. The Settlement Agreement should be approved and adopted.
2. The Settlement Agreement is reasonable in light of the whole record.
3. The Settlement Agreement is consistent with law.
4. The Settlement Agreement is in the public interest.
5. The settling parties satisfied the requirements of Commission Rule 12.1(d).
6. The Motion should be granted.
7. All rulings made by the ALJ and assigned Commissioner in this proceeding should be affirmed.
8. All other motions not ruled on should be deemed denied.
9. A hearing is not necessary.

10. Case 23-08-023 should be closed.

O R D E R

IT IS ORDERED that:

1. The Joint Motion for Adoption and Approval of Settlement by complainant Yocha Dehe Wintun Nation and defendant Pacific Gas and Electric Company is granted.

2. The Settlement Agreement between complainant Yocha Dehe Wintun Nation and defendant Pacific Gas and Electric Company (U39E), attached hereto as Appendix A, is approved and adopted without modification, and incorporated here by this reference, as if fully set forth herein.

3. All pending motions which have not been expressly resolved by the assigned Administrative Law Judge are denied.

4. All rulings made by the Administrative Law Judge and assigned Commissioner in this proceeding are affirmed.

5. Case 23-08-023 is closed.

This order is effective today.

Dated October 29, 2024, at San Francisco, California

APPENDIX A
Settlement Agreement