

# **APPENDIX A**

## Settlement Agreement

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

Application of Pacific Gas and Electric Company  
for Comprehensive Gas Advanced Metering Infrastructure  
Replacement Program

(U 39 M)

Application No. 24-03-011

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**PG&E COMPREHENSIVE GAS ADVANCED METERING INFRASTRUCTURE  
REPLACEMENT PROGRAM SETTLEMENT AGREEMENT AMONG  
PACIFIC GAS AND ELECTRIC COMPANY, THE PUBLIC ADVOCATES OFFICE  
AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION, THE UTILITY REFORM  
NETWORK, AND SMALL BUSINESS UTILITY ADVOCATES**

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Pacific Gas and Electric Company (“PG&E”), the Public Advocates Office at the California Public Utilities Commission (“Cal Advocates”), The Utility Reform Network (“TURN”), and Small Business Utility Advocates (“SBUA”) (hereinafter collectively referred to as the “Settling Parties”) agree to settle the *Application of Pacific Gas and Electric Company for Comprehensive Gas Advanced Metering Infrastructure Replacement Program*, A.24-03-011, on the following terms and conditions.

This settlement agreement (“Agreement”) is entered into as a compromise in order to minimize the time, expense, and uncertainty of further regulatory proceedings in PG&E’s Comprehensive Gas Advanced Metering Infrastructure (“AMI”) Replacement Program Application (“Application”). The Settling Parties agree to the following terms and conditions as a complete and final resolution of the Application. This Agreement constitutes the sole agreement between the Settling Parties concerning the subject matter of this Agreement.

As explained herein, the Settling Parties shall file a joint motion, pursuant to Rule 12.1(a) of the Commission’s Rules of Practice and Procedure (“Settlement Motion”), requesting California Public Utilities Commission (“Commission” or “CPUC”) approval of this Agreement.

**I.  
THE PARTIES**

- 1.1 The parties to this Agreement are PG&E, Cal Advocates, TURN, and SBUA.
- 1.2 PG&E is an investor-owned public utility in California and is subject to the jurisdiction of the Commission with respect to providing gas and electric service to customers in California.
- 1.3 Cal Advocates is an independent organization within the CPUC that has a statutory obligation to represent and advocate on behalf of the interests of public utility customers within the jurisdiction of the Commission. Cal Advocates’ mission is to obtain the lowest possible rate for service consistent with safe and reliable service levels, and the state’s climate goals.
- 1.4 TURN is a non-profit consumer advocacy organization and has a long history of representing the interests of residential and small commercial customers of California’s utility companies before the Commission. TURN’s articles of incorporation specifically authorize its representation of the interests of residential customers.
- 1.5 SBUA represents the utility concerns of the small business community by promoting equitable, fair, and stable utility rates for small business customers.
- 1.6 Southern California Edison Company is a party in A.24-03-011, but is not a Party to this Agreement.



**II.**  
**GENERAL RECITALS**

- 2.1 PG&E filed its Gas AMI Replacement Application (A.24-03-011) on March 14, 2024. PG&E's Application requested funding for 2023-2026 to replace battery-operated Gas Modules that have failed or are reaching end-of-life, and to begin a Gas AMI 2.0 Technology Upgrade.
- 2.2 PG&E's Application included the 2023-2026 expense and capital expenditure forecasts shown below:

**COMPREHENSIVE GAS AMI REPLACEMENT PROGRAM FORECAST**  
**(Thousands of Dollars)**

	<b>2023 (Recorded)</b>	<b>2024 (Forecast)</b>	<b>2025 (Forecast)</b>	<b>2026 (Forecast)</b>	<b>Total</b>
Expense	\$1,658	\$2,899	\$3,162	\$3,864	\$11,173
Capital Expenditures	\$96,968	\$123,127	\$134,540	\$130,413	\$485,058

- 2.3 PG&E requested Commission authorization to recover \$142.8 million in revenue requirements in 2023-2026, to cover the costs forecasted in A.24-03-011.
- 2.4 On April 19, 2024, Cal Advocates and TURN filed protests, and SBUA filed a response.
- 2.5 On April 29, 2024, PG&E filed a reply to protests and responses.
- 2.6 On April 5, 2024, PG&E filed a Motion to Establish Gas AMI Memorandum Account ("GAMIMA") to track and record its actual revenue requirements for costs for the Gas AMI Replacement Program from January 1, 2023, through the effective date of the Commission's decision in this proceeding.
- 2.7 On April 22, 2024, Cal Advocates and TURN filed their respective responses to PG&E's motion.
- 2.8 PG&E addressed Cal Advocates' and TURN's opposition to the motion in its April 29, 2024 reply to protests.
- 2.9 On June 25, 2024, the parties filed a Joint Prehearing Conference Statement.
- 2.10 A prehearing conference was held on July 2, 2024, to address the issues of law and fact, determine the need for hearing, set the schedule for resolving the matter, and address other matters as necessary.
- 2.11 In the Joint Prehearing Conference Statement and at the prehearing conference, PG&E, Cal Advocates and TURN reported that they had reached an agreement regarding the GAMIMA motion whereby Cal Advocates and TURN withdrew their oppositions to

establishment of a GAMIMA provided the Commission set an effective date of March 14, 2024. PG&E, Cal Advocates and TURN also agreed that they required and would propose an extended schedule for resolution of the proceeding.

- 2.12 The Assigned Commissioner’s Scoping Memo and Ruling (“Scoping Memo”) was issued on October 10, 2024. The Scoping Memo categorized the proceeding as a ratesetting proceeding, set forth the issues to be determined in the proceeding, determined that evidentiary hearings were needed, adopted a schedule for the proceeding, and addressed other administrative issues.
- 2.13 On November 14, 2024, the Commission issued D.24-11-010 approving PG&E’s GAMIMA with an effective date of March 14, 2014. On January 10, 2025, the Commission approved PG&E’s Advice Letter (AL) 5007-G/7446-E to establish the GAMIMA.
- 2.14 On December 9, 2024, Cal Advocates, TURN, and SBUA submitted testimony in A.24-03-011.
- 2.15 In its testimony, Cal Advocates recommended the following adjustments to PG&E’s expense and capital expenditure forecasts:

**EXPENSE FORECAST (PG&E, CAL ADVOCATES)  
(THOUSANDS OF NOMINAL DOLLARS)**

Line No.	Description	2023 Recorded	2024	2025	2026	2023-2026 Total
1	PG&E	\$1,658	\$2,767	\$3,025	\$3,723	\$11,173
2	Cal Advocates	–	\$1,859	\$1,658	\$1,658	\$5,175
3	Difference	\$(1,658)	\$(908)	\$(1,367)	\$(2,065)	\$(5,998)

**CAPITAL EXPENDITURE FORECAST (PG&E, CAL ADVOCATES)  
(THOUSANDS OF NOMINAL DOLLARS)**

Line No.	Description	2023 Recorded	2024	2025	2026	2023-2026 Total
1	PG&E	\$96,968	\$123,137	\$134,540	\$130,413	\$485,058
2	Cal Advocates	\$95,873	\$113,909	\$126,497	\$128,465	\$464,744
3	Difference	\$(1,095)	\$(9,228)	\$(8,043)	\$(1,948)	\$(20,314)

- 2.16 In its testimony, SBUA recommended the following adjustments to PG&E’s expense and capital expenditure forecasts:

**EXPENSE FORECAST (PG&E, SBUA)  
(THOUSANDS OF NOMINAL DOLLARS)**

Line No.	Description	2023 Recorded	2024	2025	2026	2023-2026 Total
1	PG&E	\$1,658	\$2,767	\$3,025	\$3,723	\$11,173
2	SBUA	\$1,658	\$500	\$500	\$500	\$3,158
3	Difference	–	\$(2,267)	\$(2,525)	\$(3,223)	\$(8,015)



**CAPITAL EXPENDITURE FORECAST (PG&E, SBUA)  
(THOUSANDS OF NOMINAL DOLLARS)**

Line No.	Description	2023 Recorded	2024	2025	2026	2023-2026 Total
1	PG&E	\$96,968	\$123,137	\$134,540	\$130,413	\$485,058
2	SBUA	\$96,968	\$5,000	\$5,000	\$5,000	\$111,968
3	Difference	–	\$(118,137)	\$(129,540)	\$(125,413)	\$(373,090)

- 2.17 TURN’s primary recommendation was that the Commission deny PG&E’s Application and order PG&E to perform a comprehensive root cause analysis to establish the causes of early module failures and attribute responsibility for early failures. In the event that the Commission did not adopt its primary recommendation, TURN offered five alternative recommendations.
- 2.18 PG&E submitted Rebuttal Testimony responding to the testimony of Cal Advocates, TURN, and SBUA on January 13, 2025.
- 2.19 In Chapter 5 of its Rebuttal Testimony, PG&E described updates to its requested revenue requirements resulting from: (1) the Commission’s most recent cost of capital decision (D. 24-10-008); (2) the updated 2025 Revenue Fees and Uncollectible (RF&U) factors adopted by Advice Letter (AL) 4989-G/7419-E; and (3) the Commission’s decision approving PG&E’s Comprehensive Gas Advanced Metering Infrastructure Memorandum Account (GAMIMA), effective March 14, 2024 (D.24-11-010).
- 2.20 On February 19, 2025, PG&E filed errata to its Rebuttal Testimony to correct a previous error in accounting for removal costs. After accounting for the error, PG&E’s updated revenue requirement request is as follows:

**UPDATED REVENUE REQUIREMENTS  
(WHOLE DOLLARS)**

Line No.	Description	2023	2024	2025	2026	Total 2023-2026
1	Capital Revenue Requirement	–	\$14,422,506	\$33,495,617	\$48,656,596	\$96,574,719
2	Expense Revenue Requirement	–	2,266,258	3,045,135	3,755,667	9,067,060
3	Total Revenue Requirement (including RF&U)	–	\$16,688,764	\$36,540,752	\$52,412,262	\$105,641,779

- 2.21 The parties met on January 16, 2025 to discuss a potential settlement of this proceeding.
- 2.22 On January 17, 2025, the parties filed a Joint Status Report on Settlement Discussions, stating that no settlement agreements had been reached as of that date.
- 2.23 On February 3, 2025, the Settling Parties reached an agreement in principle.
- 2.24 On February 28, 2025, PG&E gave notice to all parties of a settlement conference to be held on March 7, 2025, pursuant to CPUC Rule 12.1(b). PG&E, Cal Advocates, TURN, and SBUA participated in the March 7, 2025 Settlement Conference.

### III. SETTLEMENT AGREEMENT TERMS AND CONDITIONS

#### 3.1 Adopted Expenses

The Settling Parties agree that PG&E's adopted 2024-2026 expense forecast for the Gas AMI Replacement Program is \$4 million. The reductions from PG&E's 2024-2026 expense forecast are not tied to any particular Major Work Category.

#### 3.2 Adopted Capital Expenditures

The Settling Parties agree that PG&E's adopted 2023-2026 capital expenditure forecast for the Gas AMI Replacement Program is \$420 million. The reductions from PG&E's 2023-2026 capital expenditure forecast are not tied to any particular Major Work Category.

#### 3.3 Additional Revenue Requirement Adjustment

The Settling Parties agree that the adopted revenue requirement for 2023-2026 will be reduced by \$1.049 million to reflect a previously-provided calculation of the undepreciated portions of the Gas Modules that failed and were replaced prior to reaching 15 years of age.

#### 3.4 Adopted Revenue Requirements

The adopted revenue requirement for 2023-2026, based on the values described in Paragraphs 3.1, 3.2, and 3.3, is approximately \$88.6 million. The following table shows 2023-2026 adopted revenue requirements by year:

**SETTLEMENT REVENUE REQUIREMENTS  
(WHOLE DOLLARS)**

Line No.	Description					Total
		2023	2024	2025	2026	2023-2026
1	Capital Revenue Requirement	–	\$13,537,454	\$29,280,409	\$42,766,464	\$85,584,327
2	Expense Revenue Requirement	–	1,013,766	1,522,568	1,522,568	4,058,901
3	Total Adopted Revenue Requirement	–	\$14,551,220	\$30,802,977	\$44,289,031	\$89,643,229
4	Additional Adjustment	(\$478,495)	(\$364,896)	(\$182,128)	(\$23,212)	(\$1,048,729)
5	Total Settlement Revenue Requirement	(\$478,495)	\$14,186,324	\$30,620,849	\$44,265,819	\$88,594,500

#### 3.5 Cost Recovery

PG&E will use its existing revenue adjustment mechanisms to recover the adopted revenue requirements set forth in Paragraph 3.4, as described further in Chapter 6 of PG&E's March 14, 2024 Prepared Testimony in this proceeding.



### 3.6 Changes to Rates

PG&E will recover all costs recorded to the GAMIMA through the next available rate change or the next Annual Electric True-up (AET) and Annual Gas True-Up (AGT) following the Commission's decision approving this Agreement. Upon approval of the AET and AGT advice letters, PG&E will file a Tier 1 advice letter to close the GAMIMA.

### 3.7 PG&E's Proposed Gas AMI Technology Upgrade

PG&E agrees to complete the 2023-2026 scope of work it had forecasted in this Application for the Gas AMI 2.0 Technology Upgrade ("Upgrade") within the agreed-upon \$420 million in authorized capital expenditures. PG&E further agrees that it will not include in its 2027 GRC or another application any capital expenditures for 2027 and beyond for work that it had forecasted in this Application for the Upgrade. The parties agree that 2023-2026 capital additions for the Upgrade, not to exceed the \$420 million in capital expenditures agreed to in this Settlement, can be included in rate base in PG&E's 2027 GRC. The parties further agree that PG&E may forecast approximately \$7 million in additional capital expenditures for 2027 and beyond in its 2027 GRC to complete the Upgrade, and that parties are free to object to PG&E's forecast for 2027 and beyond.

### 3.8 Support For This Agreement

In consideration of the mutual obligations, promises, covenants and conditions contained herein, the Settling Parties agree to support approval by the Commission of this Agreement, as further described herein, and to support this Agreement in its entirety before any regulatory agency or court of law where this Agreement, its meaning or effect is an issue, and no Settling Party shall take or advocate for, either directly, or indirectly through another entity, any action that would have the effect of modifying or abrogating the terms of this Agreement. The Settlement Parties will file a Joint Motion for Approval of this Agreement ("Settlement Motion").

## **IV. GENERAL PROVISIONS AND RESERVATIONS**

The Settling Parties further acknowledge and agree as follows:

### 4.1 Complete Package

This Agreement is to be treated as a complete package, not as a collection of separate agreements on discrete issues or proceedings.

### 4.2 Compromise of Disputed Claims

This Agreement represents a compromise of disputed claims between the Settling Parties. The Settling Parties have reached this Agreement after considering the possibility that each Party may or may not prevail on any given issue. The Settling Parties assert that this Agreement is reasonable, consistent with the law, and in the public interest. The Settling Parties agree that there are no remaining material, contested facts in this proceeding that require the Commission to further hold hearings.

### 4.3 Modifications by Commission

In the event the Commission rejects or modifies this Agreement, the Settling Parties reserve their rights under Rule 12.4 of the Commission's Rules of Practice and Procedure to terminate or



renegotiate this Agreement.

#### 4.4 Commission's Jurisdiction

The Commission has primary jurisdiction over any interpretation, enforcement, or remedies regarding this Agreement.

#### 4.5 Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California, including Commission decisions, orders and rulings, as if executed and to be performed wholly within the State of California.

#### 4.6 Further Actions

This Agreement is subject to approval by the Commission and as soon as practicable after all Settling Parties have signed the Agreement, the Settling Parties, through their respective attorneys, will prepare and file the Settlement Motion. The Settling Parties will furnish such additional information, documents, or testimonies as the Commission may require for purposes of granting the Settlement Motion and approving and adopting the Agreement, and shall support and mutually defend the Agreement in its entirety until the Commission has issued final approval of the Agreement. No Settling Party will contest this Settlement Agreement or the recommendations contained in this Settlement Agreement in any proceeding, or in any other forum, or in any manner before this Commission. It is understood by the Settling Parties that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and that all Settling Parties will extend their best efforts to ensure its adoption by the Commission.

#### 4.7 Voluntary and Knowing Acceptance

Each Settling Party acknowledges and stipulates that it is agreeing to this Agreement 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 Agreement, including its right to discuss this Agreement with its legal counsel, which has been exercised to the extent deemed necessary.

#### 4.8 No Modification

This Agreement constitutes the entire understanding and agreement of the Settling Parties regarding the matters set forth herein, which 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 hereto. All prior oral or written agreements, settlements, principles, negotiations, statements, representations, or understandings whether oral or in writing and regarding any matter set forth in this Agreement, are expressly waived and have no further force or effect.

#### 4.9 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 Agreement. Each Settling Party expressly assumes the risk of any mistake of law or fact made by such Settling Party or its authorized representative.



#### 4.10 Counterparts

This Agreement may be executed in counterparts by the different Settling Parties hereto and all counterparts so executed will be binding and have the same effect as if all the Settling Parties had signed one and the same document. All such counterparts will be deemed to be an original and together constitute one and the same Agreement.

#### 4.11 Binding upon Full Execution

This Agreement will become effective and binding on each of the Settling Parties as of the Effective Date. However, the provisions of Sections 3.8 and 4.6 of this Agreement shall impose obligations on the Settling Parties immediately upon execution of this Agreement by all of the Settling Parties.

#### 4.12 Non-Precedential Effect

This Settlement Agreement is not intended by the Settling Parties to be precedent for any other proceeding, whether pending or instituted in the future. The Settling Parties have assented to the terms of this Settlement Agreement only to arrive at the Settlement embodied in this Settlement Agreement. Each Settling Party expressly reserves its right to advocate, in current and future proceedings, positions, principles, assumptions, arguments and methodologies that may be different than those underlying this Settlement Agreement. The Settling Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement is intended to be binding on all parties to the proceeding but should not be considered as a precedent for or against them.

#### 4.13 Enforceability

After issuance of a Commission decision approving and adopting this Agreement, the Commission may reassert jurisdiction and reopen this proceeding to enforce the terms and conditions of this Agreement.

#### 4.14 No Admission

Unless expressly stated herein, nothing in this Agreement 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 Settling Party in any other proceeding whether before the Commission, in any court, or in any other state or federal administrative agency. Further, unless expressly stated herein this Agreement does not constitute an acknowledgement, admission, or acceptance by any Settling Party 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.

#### 4.15 Authority to Sign

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

#### 4.16 Limited Admissibility

Each Settling Party signing this Agreement agrees and acknowledges that this Agreement will be admissible in any subsequent Commission proceeding but only for the limited purpose of reflecting or enforcing the Terms and Conditions of this Agreement.



#### 4.17 Estoppel or Waiver

Unless expressly stated herein, the Settling Parties' execution of this Agreement is not intended to provide any of the Settling Parties in any manner a basis of estoppel or waiver in this or any other proceeding.

#### 4.18 Indivisibility

This Settlement Agreement embodies compromises of the Settling Parties' positions in this proceeding. No individual term of this Settlement Agreement is assented to by any Settling Party, except in consideration of the other Settling Parties' assents to all other terms. Thus, the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement Agreement if the Commission, or any court of competent jurisdiction, modifies, deletes from, or adds to the disposition of the matters settled herein. The Settling Parties agree, however, to negotiate in good faith regarding any Commission-ordered changes to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

#### 4.19 Effect of Subject Headings

Subject headings in this Settlement Agreement are inserted for convenience only and shall not be construed as interpretations of the text.

**V.  
EXECUTION**

IN WITNESS WHEREOF, the Settling Parties have duly executed this Agreement. This Agreement is executed in four counterparts, each of which shall be deemed an original. The undersigned represent that they are authorized to sign on behalf of the party represented.

<b>THE PUBLIC ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION</b> By: <u></u> Name: Darwin Farrar Title: Chief Counsel Date: March <u>13</u> , 2025	<b>PACIFIC GAS &amp; ELECTRIC COMPANY</b> By: _____ Name: Vincent Davis Title: Senior Vice President, Customer Experience Date: March __, 2025
<b>THE UTILITY REFORM NETWORK</b> By: _____ Name: David Cheng Title: Attorney Date: March __, 2025	<b>SMALL BUSINESS UTILITY ADVOCATES</b> By: _____ Name: Britt Marra Title: Executive Director Date: March __, 2025



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<b>THE PUBLIC ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION</b>  By: _____  Name: Darwin Farrar  Title: Chief Counsel  Date: March __, 2025	<b>PACIFIC GAS &amp; ELECTRIC COMPANY</b>  By: _____  Name: Vincent Davis  Title: Senior Vice President, Customer Experience  Date: March __, 2025
<b>THE UTILITY REFORM NETWORK</b>  By:  _____  Name: David Cheng  Title:   Date: March <u>14</u> , 2025	<b>SMALL BUSINESS UTILITY ADVOCATES</b>  By: _____  Name: Britt Marra  Title: Executive Director  Date: March __, 2025

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<b>THE UTILITY REFORM NETWORK</b>  By: _____  Name: David Cheng  Title: Attorney  Date: March __, 2025	<b>SMALL BUSINESS UTILITY ADVOCATES</b>  By: _____  Name: Britt Marra  Title: Executive Director  Date: March __, 2025



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<b>THE UTILITY REFORM NETWORK</b>  By: _____  Name: David Cheng  Title: Attorney  Date: March __, 2025	<b>SMALL BUSINESS UTILITY ADVOCATES</b>  By: <u>B. Marra</u>  Name: Britt Marra  Title: Executive Director  Date: March <u>13</u> , 2025

**(END OF APPENDIX A)**