

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of Pacific Gas and Electric Company for (1) Administration of Stress Test Methodology Developed Pursuant to Public Utilities Code Section 451.2(b) and (2) Determination That \$7.5 Billion of 2017 Catastrophic Wildfire Costs and Expenses Are Stress Test Costs That May Be Financed Through Issuance of Recovery Bonds Pursuant to Section 451.2(c) and Section 850 *et seq.*(U39E)

Application 20-04-023
(Filed April 30, 2020)

**DECISION GRANTING COMPENSATION TO ALLIANCE FOR
NUCLEAR RESPONSIBILITY FOR SUBSTANTIAL
CONTRIBUTION TO DECISION 25-07-013**

Intervenor: Alliance for Nuclear Responsibility	For contribution to Decision 25-07-013
Claimed: \$18,886.70	Awarded: \$18,886.70
Assigned Commissioner: Alice Reynolds	Assigned ALJ: Robert Haga

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	Decision (D.) 25-07-013 modifies D.21-04-030, allowing PG&E to delay a \$650 million contribution to the Customer Credit Trust and requiring that PG&E compensate the Trust at PG&E's authorized rate of return in order to avoid prejudice to the interests of ratepayers.
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B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812¹:

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

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of prehearing conference:	06/18/2020	Verified
2. Other specified date for NOI:		
3. Date NOI filed:	07/13/2020	Verified
4. Was the NOI timely filed?		Yes
Showing of eligible customer status (§ 1802(b)) or eligible local government entity status (§§ 1802(d), 1802.4):		
5. Based on Administrative Law Judge (ALJ) ruling issued in proceeding number:	Application (A.) 18-03-009	Verified
6. Date of ALJ ruling:	09/26/2019	Verified
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer status or eligible government entity status?		Yes
Showing of “significant financial hardship” (§1802(h) or §1803.1(b)):		
9. Based on ALJ ruling issued in proceeding number:	A.18-03-009	Verified
10. Date of ALJ ruling:	09/26/2019	Verified
11. Based on another CPUC determination (specify):		
12. Has the Intervenor demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.25-07-013	Verified
14. Date of issuance of Final Order or Decision:	07/31/2025	Verified
15. File date of compensation request:	09/03/2025	Verified
16. Was the request for compensation timely?		Yes

C. Additional Comments on Part I:

#	Intervenor’s Comment(s)	CPUC Discussion
I.A.	The work covered by this compensation claim consists entirely of A4NR’s response to a PG&E Petition for Modification of	Noted

#	Intervenor's Comment(s)	CPUC Discussion
	D.21-04-030 and Opening and Reply Comments on the Proposed Decision on PG&E's Petition.	

PART II: SUBSTANTIAL CONTRIBUTION

A. Did the Intervenor substantially contribute to the final decision (*see* § 1802(j), § 1803(a), 1803.1(a) and D.98-04-059):

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
1. A4NR supported the PFM's requested contribution deferral, but opposed PG&E's proposed level of compensation to the Trust as insufficient to avoid prejudice to the interests of ratepayers. (Response to PFM, p. 1; Opening Comments on PD, pp. 1 – 3; Reply Comments on PD, pp. 1 – 3)	After detailing at pp. 8 – 9 the concerns expressed in A4NR's Response to the PFM, D.25-07-013 adopts multiple findings about the insufficiency of the PG&E-proposed compensation. <i>See</i> FOF #23, #25, #26, #27, #28, #31, #32, #34, #37, COL #8.	Verified
2. A4NR challenged PG&E's claimed nexus between the PFM and the proposed Pacific Generation transaction at issue in A.22-09-018. (Response to PFM, pp. 1 – 3)	D.25-07-013 at 16: "Though PG&E's explanation lacks detail, we agree with A4NR that in this case we do not need to insert ourselves into PG&E's capital markets strategy and require further exposition regarding the timing of the petition." (<i>See</i> also FOF # 14, COL #5)	Verified
3. A4NR recommended that PG&E's compensation to the Trust should reflect the equity attributes of the deferral. (Response to PFM, pp. 4 – 5; Opening Comments on PD, pp. 1 – 3; Reply Comments on PD, pp. 1 – 3) Over the course of the one-year deferral period, this enhanced compensation would have raised PG&E's \$13.76 million proposal to	D.25-07-013 at p. 23: "We are persuaded that the modifications proposed by A4NR provide a reasonable approach, but we are concerned that calculating the interest payment requirement purely on the cost of equity does not fully align with the record in this case with respect to investment return...As PG&E's rate of return is a mix of its return on equity and return on debt it more closely aligns with the projections that we relied upon and thus provides a more reasonable result than	Verified

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
\$68.87 million. (Reply Comments on PD, p. 1)	the return on equity figure that A4NR proposes.” As calculated in A4NR’s Reply Comments on the PD, this result increases PG&E’s proposed \$13.76 million to a required \$50.48 million.	
4. A4NR argued that, during the deferral period, PG&E had simply substituted another of its promises in place of investable cash as security for ratepayers. (Response to PFM, p. 5)	D.25-07-013 at p. 24: “we agree with A4NR that we are now reliant on a new PG&E promise to contribute \$650 million over a two-year period in order for the CCT to cover the debt service on \$7.5 billion in Recovery Bonds and remain neutral, on average to ratepayers for the entire 30-year period.”	

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?	Not the PFM portion of the proceeding.	Cal Advocates was a party to the proceeding, but they did not respond to PG&E’s PFM.
b. Were there other parties to the proceeding with positions similar to yours?	No, TURN opposed the PFM and demanded a formal PG&E guarantee against any future Trust shortfalls.	Both TURN and A4NR proposed different potential modifications to address the issues raised in PG&E’s PFM.
c. If so, provide name of other parties:		N/A
d. Intervenor’s claim of non-duplication:		TURN and A4NR both responded to the PFM and did not find PG&E’s proposal

	<p>sufficient. TURN urged the Commission to reject the PFM unless it enforced a guarantee that ratepayers would not be held responsible for any underfunding of the Trust. A4NR supported the PFM's requested contribution deferral, but opposed PG&E's proposed level of compensation to the Trust as insufficient to avoid prejudice to the interests of ratepayers.</p>
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PART III: REASONABLENESS OF REQUESTED COMPENSATION

A. General Claim of Reasonableness (§ 1801 and § 1806):

	CPUC Discussion
<p>a. Intervenor's claim of cost reasonableness:</p> <p>A4NR's participation in the PFM stage of this proceeding helped achieve the \$36.72 million increase (i.e., the difference between D.25-07-013's rate-of-return metric and PG&E's proposed foregone investment earnings amount) in PG&E's agreed-upon deposit into the Customer Credit Trust as compensation for a one-year deferral of the \$650 million contribution required by D.21-04-030. While A4NR does not claim sole responsibility for this outcome, the incremental benefit to ratepayers is 1,944 times the cost of A4NR's effort – a clear indicator of cost reasonableness.</p>	Noted
b. Reasonableness of hours claimed:	Noted

	CPUC Discussion
A4NR expended 23.01 hours of substantive time to produce three well-researched, succinct pleadings which focused the Commission's attention on the pertinent issues. The effort was highly efficient.	
c. Allocation of hours by issue: Inadequate compensation to Trust, 19.29 hours, 77.13%; absence of good faith, reliable security during deferral, 3.72 hours, 14.87%; general (i.e., claim preparation), 2 hours, 8.00%.	Noted

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
John Geesman	2025	14.96	795	D.25-05-017 approved rate for 2024 plus 3.46% ALJ-393 COLA, rounded to nearest \$5	11,893.20	14.96	\$795.00 [1,2]	\$11,893.20
John Geesman	2024	8.05	770	D.25-05-017	6,198.50	8.05	\$770.00 [1,2]	\$6,198.50
Subtotal: \$18,091.70						Subtotal: \$18,091.70		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
John Geesman	2025	2	397.50	one-half of COLA-adjusted rate approved in D.25-05-017	795	2.00	\$397.50 [1,2]	\$795.00
Subtotal: \$795.00						Subtotal: \$795.00		
TOTAL REQUEST: \$18,886.70						TOTAL AWARD: \$18,886.70		
*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. Intervenor’s records should identify specific issues for which it seeks compensation, the actual time spent by each employee or								

CLAIMED			CPUC AWARD
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			
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 III:³

Attachment or Comment #	Description/Comment
1	Certificate of Service
2	Time Records of John Geesman
3	Spreadsheet Verification of Calculations
4	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

Item	Reason
[1] Geesman 2024, 2025 Hourly, and 2025 Intervenor Compensation	A4NR requested a 2024 hourly rate of \$770.00 and a 2025 hourly rate of \$795.00 for Geesman. A4NR has confirmed that John Geesman is a consultant. Pursuant to the Commission’s policy, the rate requested by an intervenor must not exceed the rate billed to that intervenor by any outside consultant it hires, even if the

² This information may be obtained through the State Bar of California’s website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>.

³ Attachments not attached to final Decision.

Item	Reason
(IComp) Claim Preparation Rates	<p>consultant's billed rate is below the floor for a given experience level.⁴ Per the Intervenor Compensation Program Guide at 24, the Commission may audit the records and books of the intervenors to the extent necessary to verify the basis for the award (§1804(d)).</p> <p>A4NR has confirmed that per the terms of their contract, John Geesman has been hired on a contingency rate basis, meaning that John Geesman has agreed to defer its consulting fee contingent upon receipt of this Intervenor Compensation award. Given this contingency, we utilize the reasonable rates established by Resolution ALJ-393 based on John Geesman's experience as an Attorney V.</p> <p>Given that the 2024 rate range for Attorney V is \$560.95 to \$773.67, we find the requested 2024 hourly rate of \$770.00 to be reasonable and we adopt it here.</p> <p>Given that the 2025 rate range for Attorney V is \$584.51 to \$797.23, we find the requested 2025 hourly rate of \$795.00 to be reasonable and we adopt it here.</p> <p>The award determined herein for John Geesman's contribution in this proceeding shall be paid in full to John Geesman, and no portion of this part of the award shall be kept by A4NR. Additionally, the rates approved here are specific to work in this proceeding and the contract terms between the consultant and intervenor, as they are established in accordance with the Commission's policy on consultant compensation, and the understanding that the consultant has not billed or collected compensation for the work performed until the final award is given.</p> <p>We reiterate that it is the responsibility of the intervenor to be forthcoming about engaging consultants and the terms of the contract, to adhere to the Commission's policy on compensation for consultant fees, and to provide the appropriate documentation with the initial claim to ensure efficient processing, and thus avoid the need for the Commission to request supplemental documentation. In this instance, A4NR did not provide all the documentation pertaining to the contract terms between Intervenor and Consultant in the initial claim and waited until the Commission requested supplemental documentation which delays the processing of the claim.</p>
[2] Consultant Rate Disclaimer	The Commission takes this opportunity to remind all intervenors that they bear the burden of providing accurate, complete, and honest information in all compensation requests. The Commission relies on intervenors' good faith

⁴ D.07-01-009, D.08-04-010, and ALJ Resolution ALJ 235.

Item	Reason
	<p>representations, particularly regarding consultant agreements and payments, as it does not have the resources to review every contract or non-standard arrangement in detail.</p> <p>Intervenor compensation is funded by ratepayers, and the Commission takes seriously any effort to mislead or obscure the financial basis for a claim. Although no violation of Rule 1.1 has been found in this instance, we remind intervenors that under Rule 1.1, intent to deceive is not required for a violation, misstatements may still be actionable. Dishonest or misleading claims not only risk denial of compensation but may also subject the intervenor to penalties.</p> <p>The Commission has clear authority to audit intervenors' books and records to verify the basis for any award. Intervenor must therefore ensure full transparency regarding actual time spent on issues, consultant fees, payment arrangements, and the actual disbursement of funds. Failure to meet this obligation undermines the integrity of the compensation process and may lead to denial of claims or further enforcement action.</p>

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?	No
B. Comment Period: Was the 30-day comment period waived (<i>see</i> Rule 14.6(c)(6))?	Yes

FINDINGS OF FACT

1. Alliance for Nuclear Responsibility has made a substantial contribution to D.25-07-013.
2. The requested hourly rates for Alliance for Nuclear Responsibility's representatives are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services, and/or reflect the actual rates billed to, and paid by the intervenor, for consultant services rendered.
3. The claimed costs and expenses are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$18,886.70.

CONCLUSION OF LAW

1. The Claim, with any adjustment set forth above, satisfies all requirements of Pub. Util. Code §§ 1801-1812.

ORDER

1. Alliance for Nuclear Responsibility is awarded \$18,886.70.
2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company shall pay Alliance for Nuclear Responsibility the total award. 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 November 17, 2025, 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 waived.

This decision is effective today.

Dated _____, 2025, at San Francisco, California.

APPENDIX

Compensation Decision Summary Information

Compensation Decision:		Modifies Decision?	No
Contribution Decision(s):	D2507013		
Proceeding(s):	A2004023		
Author:	ALJ Robert Haga		
Payer(s):	Pacific Gas and Electric Company		

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Alliance for Nuclear Responsibility	09/03/2025	\$18,886.70	\$18,886.70	N/A	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 ⁵	795	2025	\$795.00
John	Geesman	Attorney ⁵	770	2024	\$770.00

(END OF APPENDIX)

⁵ Geesman serves A4NR as a consultant. Geesman is classified as an Attorney V for 2024 and 2025.