Decision 26-08-026 August 13, 2026

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 (U39M)	Application 24-03-011 (Filed March 14, 2024)

DECISION GRANTING COMPENSATION TO SMALL BUSINESS UTILITY ADVOCATES FOR SUBSTANTIAL CONTRIBUTION TO DECISION 25-12-029

Intervenor: Small Business Utility Advocates (SBUA)	**For contribution to Decision (D.) 25-12-029**
Claimed: $89,902.13	**Awarded:** $87,394.63
Assigned Commissioner: Matthew Baker	**Assigned ALJ:** Jeffrey Lee

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	D.25-12-029 (the Decision) grants the Joint Motion for Adoption of Settlement Agreement filed by 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). Specifically, the Decision approves and adopts proposed settlement terms regarding PG&E's Comprehensive Gas Advanced Metering Infrastructure (GAMI) Replacement Program to replace and upgrade battery-operated Gas Modules installed on customer gas meters that transmit customer gas usage.

B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812[1]:

	Intervenor	CPUC Verification
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference:	July 2, 2024	Verified

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

2. Other specified date for NOI:		
3. Date NOI filed:	August 1, 2024	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 ALJ ruling issued in proceeding number:	A.23-10-001	Verified
6. Date of ALJ ruling:	June 3, 2024	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.23-10-001	Verified
10. Date of ALJ ruling:	June 3, 2024	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.25-12-029	Verified
14. Date of issuance of Final Order or Decision:	December 22, 2025	Verified
15. File date of compensation request:	February 19, 2026	Verified
16. Was the request for compensation timely?		Yes

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
<u>1. Proposed Revenue Requirement – Issues 2-6</u> SBUA was an active party in this proceeding and engaged in extensive, arm's-length	The Joint Motion to Adopt the Settlement Agreement was filed on March 14, 2025, and no party filed any objection or opposition. Decision at 8. The Commission recognizes that the Settlement Agreement was achieved	

settlement negotiations with PG&E, TURN, and Cal Advocates to reach a comprehensive settlement agreement resolving all issues, including with significant reductions to PG&E's proposed 2023-2026 revenue requirement. *See* Joint Motion of Pacific Gas and Electric Company (U 39 M), the Public Advocates Office at the California Public Utilities Commission, The Utility Reform Network, and Small Business Utility Advocates for Adoption of Settlement Agreement, Mar. 14, 2025 (Joint Motion to Adopt), Att. A (Settlement Agreement). In Direct Testimony, SBUA demonstrated that PG&E's proposed revenue requirement was neither just nor reasonable, and that PG&E's associated 2023-2026 capital expenditure forecast was overstated. Specifically, the requested expenditures far exceeded what was necessary to address the immediate needs of PG&E's aging infrastructure, and the inclusion of large-scale lifecycle replacements and advanced system upgrades imposed undue financial burdens on ratepayers, including small businesses, without demonstrating proportional benefits. *See* Exh. SBUA-01 (Direct Testimony of Expert Michael Brown on behalf of Small Business Utility Advocates), Dec. 9, 2024, at 5-10; *see also* Joint	after "significant and extended" negotiations, Decision at 8, and approves and adopts the Settlement Agreement and its revised revenue requirements. Decision at 17-18 (summary of adopted settlement, including as to reduced revenue requirements), at 20 ("the Settlement Agreement was achieved as result of zealous advocacy and arm's length negotiations by sophisticated counsel for PG&E and for ratepayer advocacy entities throughout this proceeding"). The Commission further finds that: "The record establishes that the Settling Parties' respective testimony and negotiations resulted in PG&E reducing its initial total forecast from $496.2 million to $424 million (a 14.6% decrease) and its revenue requirement request by 38.2%, from $143.3 million to $88.6 million, culminating in the Settlement Agreement… [and] "the adversary process between sophisticated parties and counsel in this proceeding has resulted in significant and measurable reductions in the initial and proposed requested revenue requirements." Decision at 22 (fns. omitted); *see also, id.,* at 23 (recognizing the impact of intervenor Direct Testimony, whereby "[a]fter the exchange of prepared testimony, PG&E identified reductions to its requested revenue requirement in its February 19, 2025 errata to its Rebuttal Testimony" and revised its rebuttal testimony to reduce its revenue requirement request from "$143.3 million in A.24-03-011 to	Verified Verified

Motion to Adopt at 7 (summarizing SBUA's positions); Settlement Agreement at 3. In D.25-12-029, the Commission adopted the Settlement Agreement, emphasized the significant engagement of the consumer-advocate intervenors, and found the settlement a reasonable compromise in the interests of PG&E's customers, including small businesses. SBUA's advocacy helped secure provisions that protect small commercial customers from increased revenue requirements and inequitable cost-recovery and cost-allocation.	$105,641,779"), at 24-25 (noting further reductions resulting from settlement negotiations, whereby "PG&E again reduced its previously adjusted total revenue requirement by an additional 15.1%, from $105,641,779 to a total revenue requirement of $89,643,229"). The Commission finds that the Settling Parties' efforts resulted in "a significant 38.2% reduction from PG&E's initial $143.3 million total requested in A.24-03-011." Decision at 25. In doing so, the Commission recognizes SBUA as one of the "sophisticated" and "experienced" parties in the proceeding and as an advocate on behalf of small business customers. Decision at 34. The Commission also recognizes the significant reductions achieved by the Settling Parties as to the expense and capital expenditure forecast: "PG&E's initial $11,173,000 expense forecast in the Application was reduced by $7,173,000, or 64.2%, to $4,000,000 in the Settlement Agreement. Likewise, PG&E's initial $485,058,000 capital expenditure forecast in the Application was reduced by $65,058,000, or 13.4%, to $420,000,000 in the Settlement Agreement. As a result, PG&E's initial $496,231,000 total forecast in the Application was reduced by $72,231,000, or 14.6%, to $424,000,000 in the Settlement Agreement." Decision at 26-27; *id*. at 27 ("the Settlement Agreement's proposed forecasts and revenue requirements are just and reasonable in light of the proceeding record, that record further	Verified

	supports the reasonableness of the Settlement Agreement's resolution regarding Scoping Memo Issues 4-6"). *See also* Decision, Findings of Fact (FOF) # 12 (Settlement Agreement includes "total reduction of $54.7 million, or 38.2%, from its initial requested revenue requirement of $143.3 million in its Application"); FOF # 14-17 (the Settlement "presents an efficient, reasonable, and just resolution to contested issues arising from PG&E's Application, thereby avoiding further unnecessary and extended consumption of the Settling Parties' and the Commission's time and resources").	Verified Verified
<u>2. Allocation of Responsibility - Issues 7-9</u> One of SBUA's central concerns was the allocation of GAMI Replacement Program costs between ratepayers and shareholders. SBUA advocated that PG&E should bear meaningful financial consequences for the premature failure of Gas Modules that did not reach their expected 15-year service lives. Specifically, SBUA recommended that the Commission require PG&E to contribute at least $10 million in shareholder funds to the GAMI Replacement Program, on the ground that the replacement costs should be shared given PG&E's failure to adequately plan for battery replacement and because the benefits of the proposed GAMI upgrades disproportionately favored the Company over its	The Commission recognizes that Scoping Memo Issues 7-9 were included in the scope of the proceeding based on SBUA's Response and other intervenors' Protests. Decision at 28 ("The record shows that in response to PG&E's present Application, the Cal Advocates, TURN, and SBUA again raised the issue—in various ways—of whether PG&E should bear any responsibility for the earlier-than-expected Gas Module failures."). The Decision specifically articulates SBUA's position, noting that > "SBUA asserted in testimony that, because some Gas Modules failed before the expiration of their service lives, '[t]here must be some consequences to the shareholders of PG&E for this failure.' SBUA further recommended that the Commission require PG&E to include at least $10 million in	Verified. D.25-12-029 at 31 clarifies "Although the Settlement Agreement does not expressly identify resolutions of Scoping Memo Issues 7, 8, and 9, the Settling Parties second Joint Supplemental Statement demonstrates that those issues have been reasonably resolved by the proposed Settlement Agreement as

customers. *See* Exh. SBUA-01 at 19-20.	shareholder funds into the GAMI Replacement Program." Decision at 30 (citations omitted). The Decision also outlines three settled reductions that account for the compromised resolution of the proceeding: "*First*, the Settling Parties agreed to reduce the adopted 2023-2026 capital expenditure forecast from $485 million to $420 million, a reduction of approximately $65 million. *Second*, the Settling Parties agreed to reduce the adopted 2023-2026 expense forecast from approximately $11.2 million to $4 million, a reduction of approximately $7.2 million.70 *Third*, the Settling Parties agreed that the adopted revenue requirement for 2023-2026 will be reduced by $1.049 million to reflect the calculation described above of the undepreciated portions of the Gas Modules that failed and were replaced prior to reaching 15 years of age." Decision at 31-32. The Settling Parties detailed the resolution of Issues 7-9 in their October 27, 2025 Second Joint Supplemental Statement, Decision at 32-34, and the Commission credits the Settling Parties' robust advocacy as producing meaningful compromises, finding that "Settling Parties reached agreement on these issues (and others) after considering the possibility that each party may or not prevail on any given issue.	compromises of the Settling Parties' litigation positions above."

	The agreed-upon reductions required all parties to move off their strongly held litigation positions." Decision at 32. The Commission further recognizes that the Settling Parties' litigation positions were "clearly set forth and explained in their respective testimony, developed after engaging in a robust discovery period in which PG&E responded to over 200 data requests (including subparts) from the Settling Parties and participated in several additional informal technical meetings." Decision at 33-34. SBUA issued a portion of those data requests.	
<u>3. Health/Safety & Environmental & Social Justice (ESJ) Issues</u> SBUA addressed Scoping Memo Issues 10 and 11 in its Direct Testimony by raising customer concerns regarding the safety of AMI meter installations (specifically, potential health risks from radio frequency emissions) and by recommending that PG&E implement measures to ensure tangible benefits for environmental and social justice ("ESJ") communities, including targeted workforce development and hiring programs. *See* Exh. SBUA-01. SBUA raised these concerns in the record, and PG&E responded substantively in	In response to the ALJ's ruling on Issues 10 and 11, the Settling Parties filed their July 22, 2025 Joint Supplemental Statement confirming that the Settlement Agreement resolves those scoped issues. Decision at 34. The Commission cites SBUA's testimony and PG&E's Rebuttal Testimony, which collectively addressed Issues 10 and 11, and concludes that the Settlement Agreement reasonably resolves them and is in the public interest. Decision at 34-36. *See also* FOF # 14-17 (the Settlement "presents an efficient, reasonable, and just resolution to contested issues arising from PG&E's Application, thereby avoiding further unnecessary and extended consumption of the Settling Parties' and the Commission's time and resources").	Verified Verified

rebuttal. The assigned ALJ also issued a ruling, July 10, 2025, ordering the Settling Parties to address public health and safety issues and impacts on ESJ communities, respectively. Subsequently, the Settling Parties jointly confirmed in their July 22, 2025 Joint Supplemental Statement that both issues were resolved through the Settlement Agreement.		

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	Verified
b. Were there other parties to the proceeding with positions similar to yours?	Yes	Verified
c. If so, provide name of other parties: The Utility Reform Network (TURN).		Verified
d. Intervenor's claim of non-duplication: SBUA participated on behalf of small business ratepayers. SBUA's interests were distinct from residential ratepayers represented by TURN and CalAdvocates. *See, e.g.,* Decision at 12 ("Cal Advocates and TURN advocated on behalf of PG&E's residential ratepayers, while SBUA represented the interests of PG&E's small business ratepayers.") (fn. omitted). SBUA also actively collaborated with TURN and Cal Advocates on issues of common concern during settlement negotiations to avoid unnecessary duplication, and SBUA's efforts were supportive on behalf of small businesses rather than duplicative. Further, in a proceeding involving multiple participants, the Commission has recognized is virtually impossible for any party to completely avoid some duplication of the work of other parties. In this case, SBUA took all reasonable steps to keep such duplication to a minimum.		Noted

PART III: REASONABLENESS OF REQUESTED COMPENSATION

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

	CPUC Discussion
a. Intervenor's claim of cost reasonableness: This proceeding involved significant financial implications for PG&E's customers: the Application sought to recover a $143.3 million revenue requirement and $496.2 million in total forecast spending for the replacement and upgrade of the Company's Gas Advanced Metering Infrastructure. Given these stakes, SBUA invested significant resources to effectively represent the interests of small commercial customers. SBUA demonstrated strong advocacy throughout the process by thoroughly evaluating PG&E's application; analyzing and submitting comprehensive testimony; identifying and prioritizing various small business interests; participating in the prehearing conference; and actively participating in comprehensive settlement discussions that ultimately led to a successful Settlement Agreement that addresses all of SBUA's main concerns and resolved all open scoped issues. Because PG&E recovers adopted revenue requirements through existing cost recovery mechanisms, reductions to the adopted revenue requirement directly mitigate rate impacts to small commercial customers. The Settlement Agreement adopted in D.25-12-029 achieved measurable benefits, including a $54.7 million reduction (38.2%) from PG&E's initial requested revenue request, a $72.2 million reduction (14.6%) in PG&E's initial total forecast, and resolution of all remaining scoped issues without further evidentiary litigation, conserving Commission and party resources. These reductions and efficiencies directly benefit PG&E ratepayers, including the small commercial customer class represented by SBUA. The time invested by SBUA's attorneys and expert reflects the complexity of the proceeding and the importance of securing a fair outcome for ratepayers. SBUA asserts that the hours incurred by its attorneys and experts are reasonable and justifiable, given our contributions as a party to the Settlement Agreement and the importance of having a diverse cross-section of consumer advocates represented, as repeatedly recognized in the Decision. The Commission should have greater confidence in the settlement terms when a diverse group of stakeholders, including those representing small businesses, actively participates in the negotiation process. For these reasons, SBUA respectfully requests the Commission to find the requested compensation reasonable.	Noted
b. Reasonableness of hours claimed:	

SBUA mobilized a team of professionals to deliver effective advocacy in this case. Considering the financial impact of the proceeding, the hours expended by SBUA are justifiable to address the key issues pertinent to small businesses. SBUA is seeking compensation for 163.85 hours of attorney and expert time, excluding hours related to the preparation of the compensation claim. SBUA Litigation Supervisor, Jennifer Weberski, an employee of SBUA, coordinated SBUA's engagement during the proceeding after outside counsel Mikhail Raykher was no longer available. With her over 25 years of utility regulatory experience, Ms. Weberski efficiently managed SBUA's participation and spent a reasonable amount of time on the Application, including engaging on research, legal pleadings, revising testimony, and collaborating effectively with other parties in settlement negotiations. Mr. Raykher, who was involved early in the proceeding, assisting with SBUA's response to the Application and attending the prehearing conference; however, due to his limited involvement, SBUA is waiving his time. Outside expert Michael Brown served as SBUA's lead consultant and utility expert in this proceeding. He played an important role in analyzing issues and developing and promoting SBUA's positions. In this capacity, Mr. Brown assisted with drafting Direct Testimony and in evaluating various settlement proposals on behalf of SBUA. The agreement between Mr. Brown and SBUA is included as Attachment 3. In addition, SBUA's General Counsel, James Birkelund, provided strategic oversight, managed the legal team, and conducted high-level review of, and provided input on, SBUA's litigation positions and filings. Mr. Birkelund is employed by E&E Law Corp., which represents SBUA in this matter on a contingency basis at prevailing market rates. *See* Attachment 4 (Statement of Work detailing contractual terms). The Commission has previously approved this outside consultant relationship and associated retainer agreement. *See, e.g.,* D.25-12-038, D.25-05-023, D.25-05-021, D.25-03-029, D.25-04-012, and D.25-02-025. SBUA maintains that the time recorded represents an appropriate level of engagement necessary to participate effectively in this proceeding. Accordingly, SBUA seeks compensation for the hours submitted by its attorneys and expert, as reflected in the attached timesheets.	After the adjustments made to this claim, the remainder of the claimed hours are reasonable. *See* Part III.D CPUC Comments, Disallowances, and Adjustments.
c. Allocation of hours by issue: 1. Proposed Revenue Requirements (78.95 hrs, 48.1%) 2. Allocation between Ratepayers/Shareholders (57.1 hrs, 34.8 %) 3. Environmental and Social Justice and Health/Safety (17 hrs, 10.4 %)	Noted

4. General Participation, including work related to hearings and meet and confers (11.05 hrs, 6.7 %)	

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate $**	**Total $**
Jennifer Weberski	2024	16.7	$735	D.25-06-029	$12,274.50	16.45 [4]	$735.00	$12,090.75
Jennifer Weberski	2025	23.1	$760	As above, escalated by 3.46% for 2025	$17,556.00	22.85 [4]	$760.00 [1]	$17,366.00
Michael Brown	2024	92.2	$325	D.25-05-023 setting 2024 rate at $310, escalated by 4.07% for 2024	$29,965.00	88.05 [5]	$325.00 [2]	$28,616.25
Michael Brown	2025	2.1	$335	As above, escalated by 3.46% for 2025	$703.50	2.1	$335.00 [2]	$703.50
James Birkelund	2024	23.5	$800	D.24-10-025	$18,800.00	23.5	$800.00 [3]	$18,800.00
James Birkelund	2025	6.5	$830	D.25-07-036	$5,395.00	6.5	$830.00 [3]	$5,395.00
Subtotal: $84,694.00						***Subtotal: $82,971.50***		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate**	**Total $**
James Birkelund	2024	1.0	$400	50% of 2024 rate	$400.00	1.00	$400.00	$400.00
Jennifer Weberski	2026	12.25	$392.5	50% of 2026 rate ($785) for reflecting a 3.3% escalation	$4,808.13	10.25 [6]	$392.50 [1]	$4,023.13

Subtotal: $5,208.13	***Subtotal: $4,423.13***
TOTAL REQUEST: $89,902.13	***TOTAL AWARD: $87,394.63***

*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 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
James M. Birkelund	March 2000	206328	No
Jennifer L. Weberski	Admitted (Connecticut, 1997; Washington D.C., 2003)	Conn. Bar No. 414546; D.C. Bar No. 481853. *See* Resolution ALJ-393 at 6 (attorneys eligible for compensation can be licensed in any jurisdiction within the United States).	No

C. Attachments Documenting Specific Claim and Comments on Part III[3]:

Attachment or Comment #	Description/Comment
Attachment 1	Certificate of Service
Attachment 2	Timesheets of SBUA Attorney and Outside Experts
Attachment 3	Contract with Michael Brown
Attachment 4	Statement of Work for E&E Law

[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 included in final Decision

D. CPUC Comments, Disallowances, and Adjustments

Item	Reason
[1] Jennifer Weberski (Weberski) 2024 – 2026 Hourly Rates	D.25-06-029 previously approved the 2024 rate of $735.00 for Weberski. We apply the same rate here. D.26-02-056 previously approved the 2025 rate of $760.00 for Weberski. We apply the same rate here. SBUA requests a rate of $785.00 for Weberski in 2026. We therefore apply the 3.35% escalation from Resolution ALJ-393 to establish a 2026 hourly rate of $785.00. As Intervenor Compensation Claim Preparation hours are compensated at ½ preparer's normal hourly rate, we apply the rate of $392.50 for Weberski in 2026.
[2] Michael Brown (Brown) 2024 and 2025 Hourly Rates - Consultant	SBUA has confirmed that Michael Brown is a consultant. Pursuant to Commission 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 consultant's billed rate is below the floor for a given experience level.[4] Per the IComp 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)). SBUA has confirmed that per the terms of their contract, Michael Brown has been hired on a contingency rate basis, meaning that Brown 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 Brown's experience as an Expert – Utility Rate Analyst - V. Given that the 2024 rate range for Expert – Utility Rate Analyst - V is $259.75 to $357.79, we find the requested 2024 hourly rate of $325.00 to be reasonable and we adopt it here. Given that the 2025 rate range for Expert – Utility Rate Analyst - V is $270.82 to $368.86, we find the requested 2025 hourly rate of $335.00 to be reasonable and we adopt it here. The award determined herein for the Brown's contribution in this proceeding shall be paid in full to Brown, and no portion of this part of the award shall be kept by SBUA. 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

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

	billed or collected compensation for the work performed until the final award is given.
[3] James Birkelund (Birkelund) 2024 and 2025 Hourly Rates - Consultant	SBUA has confirmed that James Birkelund is a consultant. Pursuant to Commission 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 consultant's billed rate is below the floor for a given experience level.[4] Per the IComp 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)). SBUA has confirmed that it paid Birkelund a consultant rate of $800.00 in 2024 and $830.00 in 2025 for work in this proceeding. We find this rate reasonable given Birkelund's experience and approve this rate here. The award determined herein for the Birkelund contribution in this proceeding shall be paid in full to James Birkelund, and no portion of this part of the award shall be kept by SBUA. 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.
[4] Reduction of Weberski 2024 and 2025 Hours for Clerical and/or Administrative Tasks	Review of the submitted timesheets found entries totaling 0.50 hours deemed Clerical/Administrative. The Commission does not compensate attorneys for time spent on clerical or administrative tasks, as such work is considered subsumed within professional fees. Administrative tasks typically include scheduling, communications with the Commission's Docket Office regarding filing procedures, overseeing administrative staff, photocopying, scanning, and other similar clerical activities. (See D.11-07-024 at 18.) In line with this policy, we reduce 0.25 hours in 2024 and 2025 for time associated with the following entries: 11/20/2024 - Execute NDA 1/17/2025 - Provide signoff on Joint Statement update
[5] Reduction of Brown Hours for Vagueness	Review of the submitted timesheets found multiple entries totaling 8.3 hours deemed vague. Rule 17.4 requires that each timesheet entry clearly identify the specific task performed. We suspect that some of these entries may be tasks within a larger task and could be related, however, SBUA should provide clearer descriptions so that Commission staff are not left to make assumptions. The entries listed below lack the necessary detail to determine their relevance or value to the proceeding, and do not comply with program requirements. Accordingly, we reduce 4.15 hours from Brown in 2024, or 50% of the requested time, for the associated entries below (Awarded Hours): 11/17/24 - Inserted and corrected cite references (0.95)

	11/18/24 - Reviewed and modeled recommendations (1.35) 11/18/24 - Changed certain references, updated testimony (1.6) 12/4/24 - Had various conversations w SBUA attorney about use of confidential data. (0.25)
[6] Reduction of Intervenor Compensation (IComp) Claim Preparation Hours for Excessiveness	SBUA claimed 12.25 hours in 2026 for preparation of the intervenor compensation request. While the claim was generally well-organized, and generally compliant with Commission requirements, we find the preparation hours excessive given the scope of issues and overall scale of the request. SBUA has significant experience practicing before the Commission and preparing similar claims, and we would expect greater efficiency in compiling this request. Accordingly, we reduce the claimed hours by 2.0 hours, awarding 10.25 hours in 2026 for claim preparation. This adjustment better reflects the complexity and scale of the request.

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 (*see* Rule 14.6(c)(6))?	Yes

FINDINGS OF FACT

1. Small Business Utility Advocates has made a substantial contribution to D.25-12-029.
2. The requested hourly rates for Small Business Utility Advocates' representatives 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 $87,394.63.

CONCLUSION OF LAW

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

ORDER

1. Small Business Utility Advocates is awarded $87,394.63.

2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company shall pay Small Business Utility Advocates 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 May 5, 2026, the 75th day after the filing of Small Business Utility Advocates' request, and continuing until full payment is made.

3. The comment period for today's decision is waived.

This decision is effective today.

Dated August 13, 2026, at San Francisco, California.

JOHN REYNOLDS
President
DARCIE L. HOUCK
KAREN DOUGLAS
MATTHEW BAKER
CHRISTINE HARADA
Commissioners

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D2608026	**Modifies Decision?**	**No**
Contribution Decision(s):	D2512029		
Proceeding(s):	A2403011		
Author:	ALJ Lee		
Payer(s):	Pacific Gas and Electric Company		

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Small Business Utility Advocates	2/19/26	$89,902.13	$87,394.63	N/A	*See* Part III.D CPUC Comments, Disallowances and Adjustments

Hourly Fee Information

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Jennifer	Weberski	Attorney	$705[5]	2024	$735.00
Jennifer	Weberski	Attorney	$760	2025	$760.00
Jennifer	Weberski	Attorney	$785	2026	$785.00
Michael	Brown	Expert	$325	2024	$325.00
Michael	Brown	Expert	$335	2025	$335.00
James	Birkelund	General Counsel	$800	2024	$800.00
James	Birkelund	General Counsel	$830	2025	$830.00

(END OF APPENDIX)

[5] SBUA requested $735.00 in Part III.B