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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application for Order Authorizing GOLDEN STATE WATER COMPANY (U 133 W) to Purchase Norwalk's Artesia Service Area's Water System's Assets and Related Approvals.	Application No. 26-01-015 (Filed January 27, 2026)

JOINT MOTION OF GOLDEN STATE WATER COMPANY AND THE PUBLIC ADVOCATES OFFICE FOR THE ADOPTION OF SETTLEMENT AGREEMENT

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July 13, 2026

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JOINT MOTION OF GOLDEN STATE WATER COMPANY AND THE PUBLIC ADVOCATES OFFICE FOR THE ADOPTION OF SETTLEMENT AGREEMENT

I. INTRODUCTION

Pursuant to Rules 11.1 and 12.1 *et seq.* of the Rules of Practice and Procedure of the California Public Utilities Commission ("Commission"), and in accordance with the *Administrative Law Judge's Ruling Directing the Filing of Stipulated Facts and Proposed Witness Schedule and Setting Evidentiary Hearings* ("ALJ's Ruling") issued by Administrative Law Judge ("ALJ") Nojan in the above-captioned proceeding ("Proceeding") on May 28, 2026, the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates") and Golden State Water Company ("Golden State"), hereby move that the Commission adopt the Settlement Agreement attached hereto as Attachment A ("Settlement Agreement"), which resolves all issues before the Commission in this Proceeding, in its entirety and without modification.

The Settlement Agreement, if approved by the Commission, permits applicant Golden State to purchase the Artesia Service Area ("ASA") from the City of Norwalk ("City"). Among other proposed outcomes, the Settlement Agreement sets forth the portion of the purchase price that Golden State would be authorized to included in rate base, and permits Golden State to expand its

Commission-authorized service territory to serve present and future customers in the ASA, to construct interconnections between the ASA and its existing Artesia customer service area, and to incorporate the ASA into its existing Region 2 ratemaking area ("Region 2"), both operationally and for ratemaking purposes.

Cal Advocates and Golden State (collectively, the "Parties") are the only parties to this Proceeding and mutually and jointly support the Settlement Agreement as reasonable in light of the record as a whole, consistent with the law, and in the public interest.

II. BACKGROUND

Golden State filed its Application 26-01-015 ("Application") on January 27, 2026, for authorization to purchase the ASA and all of its associated public utility assets from the City, requesting all Commission approvals required to effectuate the purchase ("Acquisition"). In the Application, Golden State requested (i) Commission approval of the terms and conditions of the asset purchase agreement, (ii) to expand Golden State's Certificate of Public Convenience and Necessity ("CPCN") to include the ASA, (iii) to establish the rate base of the acquired ASA system to include the full purchase price of $5,250,000 set forth in the asset purchase agreement, (iv) to consolidate the ASA customers into its Region 2 for operational purposes immediately, (v) to invest $1,830,000 in capital costs to tie in the ASA system with Golden State's existing Artesia system, (vi) to increase the rates of the ASA as proposed in the Application, (vii) to consolidate the ASA rates with its Region 2 ratemaking area as part of its 2028 test year general rate case ("GRC"), (viii) to establish a memorandum account, pursuant to Commission Standard Practice U-27-W, to track all transaction costs incurred to effectuate the Acquisition (with rate treatment determined in Golden State's subsequent GRC); and (ix) such other relief as appropriate.

On March 26, 2026, Cal Advocates filed a Protest to the Application. On April 2, 2026, Golden State filed a Reply to Cal Advocates' Protest. The Commission held a telephonic prehearing

conference before ALJ Nojan on March 23, 2026, and Assigned Commissioner Houck issued the Assigned Commissioner's Scoping Memo and Ruling ("Scoping Memo") on April 23, 2026. Cal Advocates served their opening testimony on May 20, 2026. Golden State served its rebuttal testimony on June 8, 2026. As reflected in the Parties' testimony and ultimately in the Settlement Agreement, of the twelve issues identified in the Scoping Memo, only four were disputed.[1]

Pursuant to the ALJ's Ruling and Rule 13.9(a), the Parties held a properly noticed meet and confer on June 10, 2026. Over the course of the following week, the Parties cooperated to prepare tables of stipulated facts and disputed issues, while at the same time pursuing a comprehensive settlement. On June 17, 2026, Golden State notified ALJ Nojan and the service list that the Parties reached a settlement in principle on all disputed issues in the Proceeding. In accordance with Rule 12.1(b), on July 10, 2026, the Parties convened a settlement conference for which they mutually agreed to waive the seven day prior notice requirement. The Parties convened another settlement conference on July 13, 2026 and thereafter entered into the Settlement Agreement, thereby resolving all issues in this Proceeding.

III. DISCUSSION

The Commission has a well-established policy of adopting settlements if they are fair and reasonable in light of the whole record.[2] This policy reduces the expense of litigation, conserves finite Commission resources, and allows parties to "reduce the risk that litigation will produce unacceptable results."[3] In Decision 00-09-034, the Commission held that the parties' evaluation of their respective litigation positions and an appropriate outcome should carry material weight in the

[1] The disputed issues were Scoping Memo Issues 2, 3, 4, and 12.

[2] D.11-06-023 at 13.

[3] *Ibid*.

Commission's review of a settlement.[4] Under Rule 12.1(d), the Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

A. The Settlement Agreement is Reasonable in Light of the Whole Record

In this proceeding, the Settlement Agreement is reasonable in light of the whole record because, if adopted, it will allow Golden State to recover a reasonable amount of costs as needed to ensure safe and reliable water service to its newly acquired customers in the ASA, while promoting operational efficiency and prudent infrastructure development, all while keeping rates lower than originally requested by Golden State in the Application and, for some residential customers, lower than the City's current non-tiered rates. Golden State will also provide newly acquired customers in the ASA with improved customer service, including access to rate assistance, water conservation, and education programs. The Settlement Agreement is the result of diligent negotiations between Golden State and Cal Advocates, reflecting careful consideration of the interests of utility shareholders and ratepayers in both maintaining reasonable rates and investing in the infrastructure needed to ensure the safe and reliable delivery of water.

The Settlement Agreement itself describes the various positions taken by the Parties in prepared testimony on the issues identified in the Scoping Memo in this Proceeding, and the outcome on these issues is reflected in the Settlement Agreement. The overall process undertaken by the Parties to determine the agreed-upon amounts for Golden State's rate base in the ASA and the customer rates within the ASA, and the reasonableness of these amounts, is further described below.

[4] D.00-09-034 at 20, 26.

Portion of Purchase Price to be Included in Rate Base and Customer Benefits (Scoping Memo Issues 2 and 3)

Two key contested issues in this Proceeding were whether inclusion of the $5,250,000 purchase price for the ASA in the rate base for Golden State's Region 2 would be just and reasonable and would meet the standard set by Public Utilities Code ("PU Code") Section 2720[5], and whether the Acquisition would provide customer benefits that serve the public interest.[6] Golden State proposed in the Application to include the entire $5,250,000 purchase price in the rate base for Region 2, based upon (i) the $5,400,000 valuation of the ASA provided by the independent appraiser engaged by Golden State,[7] and (ii) Golden State's testimony describing how the Acquisition would provide important reliability, safety, and economic efficiency benefits that serve the public interest and meet the requirements of PU Code Section 2720(b).[8]

Cal Advocates recommended that the Commission authorize $2,226,700 of the purchase price for the ASA be included in Golden State's Region 2 rate base, based upon (i) the Replacement Cost New Less Deprecation ("RCNLD") valuation that it prepared for the ASA in the amount of $2,226,700,[9] and (ii) its analysis that the Acquisition would not provide benefits serving the public interest sufficient to include a valuation in excess of the RCNLD in rate base consistent with PU Code Section 2720(b).[10]

In the Settlement Agreement, the Parties have agreed that a portion of the ASA purchase price equal to $3,400,000 should be included in the rate base for Region 2; that resolving this issue

[5] Settlement Agreement, Section 3.3; Scoping Memo Issue 3.

[6] Settlement Agreement, Section 3.2; Scoping Memo Issue 2.

[7] Settlement Agreement, Section 3.3.

[8] Settlement Agreement, Section 3.2.

[9] Settlement Agreement, Sections 3.3 and 3.12.

[10] Settlement Agreement, Section 3.2.

in this manner is fair and reasonable; and that the Acquisition provides benefits that serve the public interest.[11] The Parties agree that including $3,400,000 of the ASA purchase price in the rate base for Region 2 is consistent with the standards and criteria set forth in PU Code Section 2720(b).[12]

ASA Water Rates (Scoping Memo Issue 4)

A significant area of negotiation between the Parties involved Golden State's proposed customer rates for the ASA, which for some customers would be higher than those currently in effect.[13] Golden State requested in its prepared testimony to implement rates within the ASA based on the full purchase price of $5,250,000; initial capital costs of $1,830,000 to interconnect the ASA and Golden State's existing Artesia system; and the incremental operating costs of serving the ASA.[14] In its prepared testimony, Cal Advocates proposed alternative rates for the ASA based on including only $2,226,700 of the ASA purchase price in rate base; Cal Advocates did not disagree with the other cost of service items proposed by Golden State.[15]

The Parties have agreed to rates within the ASA that reflect their agreement to include $3,400,000 of the ASA purchase price in Region 2 rate base.[16] These rates are lower than those originally proposed by Golden State, and higher than those that would have resulted from Cal Advocates' original proposal to include $2,226,700 of the ASA purchase price in rate base. Attached as Appendix A to the Settlement Agreement is a table showing a comparison between the current ASA rates, the rates originally proposed by Golden State, and the agreed ASA rates resulting from inclusion of $3,400,000 of the ASA purchase price in Region 2 rate base. As

[11] Settlement Agreement, Section 3.2.

[12] Settlement Agreement, Section 3.3; Appendix A to Settlement Agreement.

[13] Scoping Memo Issue 4.

[14] Settlement Agreement, Section 3.4.

[15] Settlement Agreement, Section 3.4.

[16] Settlement Agreement, Section 3.4.

reflected therein, for certain rates, including the first 9 Ccf of consumption by residential customers under Golden State's tiered conservation rates, the rate under the Settlement Agreement will be lower than the per Ccf rate currently charged by the City to residential ASA customers under its non-tiered rates. To further illustrate the impact of the agreed rates, attached as Appendix B to the Settlement Agreement is a table showing the monthly bill impact of the agreed rates for a residential ASA customer using 8 Ccf, as compared with the current ASA rates and the rates originally proposed by Golden State. A comparative summary of earnings reflecting the agreed rates as compared to the Parties' original positions is included as Appendix C to the Settlement Agreement.

Replacement Cost New Less Depreciation of the ASA (Scoping Memo Issue 12)

As discussed in the Settlement Agreement, the Parties disagreed as to the correct Replacement Cost New Less Depreciation ("RCNLD") value for the ASA.[17] Golden State's independent appraiser witness calculated an RCNLD of $3,288,200 for the ASA, while Cal Advocates' expert witness calculated an RCNLD of $2,226,700.[18] While the Parties have not agreed on the RCNLD of the ASA, this issue is resolved by the Parties' agreement to include $3,400,000 of the ASA purchase price in the rate base of Region 2.[19]

B. The Settlement is Consistent with the Law

The Parties are not aware of any statutory provision or prior Commission decision that would be contravened or compromised by the Settlement Agreement. The issues resolved in the Settlement Agreement are within the scope of the Proceeding. The Parties have entered into the Settlement Agreement voluntarily and upon review and advice by their respective legal counsels

[17] Scoping Memo Issue 12.

[18] Settlement Agreement, Section 3.12.

[19] Settlement Agreement, Section 3.12.

and technical staff, and the Settlement Agreement has been jointly negotiated and drafted. The Commission's approval and adoption of the Settlement Agreement will not be construed as an admission or waiver by any Party regarding any fact, matter of law, or issue thereof that pertains to the subject of the Settlement Agreement, nor as any statement of precedent policy of any kind for any purpose against any Party in any other current or future proceedings. Finally, the Settlement Agreement is an integrated agreement, so that if the Commission rejects any portion of the Settlement Agreement, each Party to the Settlement Agreement may withdraw, after first engaging in good faith negotiations.

C. The Settlement Agreement is in the Public Interest

The Settlement Agreement is a reasonable compromise of the Settling Parties' respective positions, and it is in the public interest as well as in the interest of the ASA customers who, subject to the Commission's approval, will become customers of Golden State. Commission approval of the Settlement Agreement will provide speedy resolution of contested issues, will save unnecessary litigation expense, and will conserve Commission resources. The Commission has acknowledged that "[t]here is a strong public policy favoring the settlement of disputes to avoid costly and protracted litigation."[20]

Moreover, as explained above, the Settlement Agreement reflects careful consideration between Golden State and Cal Advocates, weighing the interests of utility shareholders and ratepayers in maintaining reasonable rates while supporting the investment in infrastructure needed to ensure the safe and reliable delivery of water service. The agreed-upon rate forecasts and summary of earnings forecasts included in the Settlement Agreement also reflect a carefully considered compromise that balances proper cost recovery with reasonable rates. As outlined in

[20] D.88-12-083, 30 CPUC 2d 189, p. 221.

Appendix B to the Settlement Agreement, the typical monthly residential bill for ASA customers has been reduced from $79.78 as originally proposed by Golden State, to $61.29 under the terms of the Settlement Agreement, providing monthly savings of approximately $18.49. For these reasons, the Commission should find that the Settlement Agreement is in the public interest.

IV. CONCLUSION

The Parties jointly sponsor this Motion and the accompanying Settlement Agreement as reasonable, consistent with the law, and in the public interest. For the foregoing reasons, the Parties respectfully request that the Commission approve the Settlement Agreement as expeditiously as possible.

Dated July 13, 2026

Respectfully submitted,

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ATTACHMENT A

(follows on next page)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application for Order Authorizing GOLDEN STATE WATER COMPANY (U 133 W) to Purchase Norwalk's Artesia Service Area's Water System's Assets and Related Approvals.	A. 26-01-015 (Filed January 27, 2026)

SETTLEMENT AGREEMENT BETWEEN GOLDEN STATE WATER COMPANY AND THE PUBLIC ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION

SETTLEMENT AGREEMENT
BETWEEN GOLDEN STATE WATER COMPANY
AND THE PUBLIC ADVOCATES OFFICE
AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION

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SETTLEMENT AGREEMENT BETWEEN GOLDEN STATE WATER COMPANY AND THE PUBLIC ADVOCATES OFFICE AT THE CALIFORNIA PUBLIC UTILITIES COMMISSION

I. INTRODUCTION AND OVERVIEW

In its Application 26-01-015 ("Application"), Golden State Water Company ("GSWC" or "Golden State") requested authorization from the California Public Utilities Commission ("Commission") to purchase from the City of Norwalk ("City" or "Norwalk") the Artesia Service Area ("ASA") and all of its associated public utility assets and all Commission approvals required to effectuate the Purchase ("Acquisition"). Golden State and the City would effectuate the Acquisition pursuant to the Agreement for Purchase and Sale of Water System Assets – Artesia Service Area, by and between the City and Golden State, dated October 11, 2024 ("Asset Purchase Agreement").

Specifically, Golden State asked the Commission to approve the Asset Purchase Agreement, the Acquisition, and certain related matters. Golden State requested a Commission order that:

a. approves the Asset Purchase Agreement's terms and conditions;

b. expands Golden State's Certificate of Public Convenience and Necessity ("CPCN") so Golden State may assume all public utility responsibilities for the operation and ownership of the water utility operations in the ASA;
c. establishes the rate base of the acquired ASA system, at the time of issuance of a decision approving this Application, to be the full purchase price of $5,250,000 paid by Golden State for the ASA's assets covered by the Asset Purchase Agreement;
d. allows Golden State to consolidate the ASA customers into Region 2 for operational purposes immediately;
e. authorizes Golden State to invest $1,830,000 in capital costs to tie in the ASA system with Golden State's existing Artesia system;
f. authorizes Golden State to increase the rates of the ASA as proposed in the Application;
g. authorizes Golden State to consolidate the ASA rates with its Region 2 ratemaking area as part of its 2028 test year general rate case ("GRC");
h. establishes a transaction memorandum account, pursuant to Commission Standard Practice U-27-W, to track all transaction costs incurred to effectuate the Acquisition, with rate treatment determined in Golden State's subsequent GRC; and
i. grants such other relief as appropriate.

(See Application at p. 6.)

The Assigned Commissioner's Scoping Memo and Ruling issued on April 23, 2026 ("Scoping Memo") identified twelve (12) issues to be evaluated in this proceeding. In accordance with the proceeding schedule in the Scoping Memo and the Email Ruling Removing Evidentiary Hearings and Providing Guidance on Settlement Agreement issued by Administrative Law Judge Nojan on June 22, 2026, Golden State and the Public Advocates Office at the California Public Utilities Commission ("Cal Advocates") submit this Settlement Agreement ("Settlement Agreement" or "Agreement"), which resolves all disputed issues between Golden State and Cal Advocates.

The twelve Scoping Memo issues to be evaluated in this proceeding are:

Issue 1: Whether the issues presented in the Application meet the requirements of California Public Utilities Code Section 10061(b);

Issue 2: Whether the acquisition will provide customer benefits that serve the public interest;

Issue 3: Whether the requested rate base of $5,250,000 for the Artesia Service Area System is just, reasonable, and meets the standard set by Public Utilities Code Section 2720;

Issue 4: Whether Golden State Water Company should be authorized to increase the rates of the Artesia Service Area as proposed in the instant application;

Issue 5: Whether Golden State Water Company is financially qualified to acquire the Artesia Service Area;

Issue 6: Whether the Asset Purchase Agreement should be approved;

Issue 7: Whether Golden State Water Company's CPCN should be expanded so that it may assume all public utility responsibilities for the operation and ownership of the water utility operations in the Artesia Service Area;

Issue 8: Whether Golden State Water Company should be authorized to immediately consolidate Artesia Service Area customers into Region 2 for operational purposes;

Issue 9: Whether Golden State Water Company should be authorized to invest $1,830,000 in capital costs to tie in the Artesia Service Area System with Golden State's existing Artesia system;

Issue 10: Whether Golden State Water Company should be authorized to consolidate the Artesia Service Area rates with its Region 2 ratemaking area as part of its 2028 test year GRC;

Issue 11: Whether Golden State Water Company should be authorized to establish a transaction memorandum account, pursuant to Commission Standard Practice U-27-W,

to track all transaction costs incurred to effectuate the Acquisition, with rate treatment determined in Golden State Water Company's subsequent GRC;

Issue 12: Whether the Replacement Cost New Less Depreciation ("RCNLD") put forth by Golden State Water Company is accurate and supported;

(See Scoping Memo at pp. 2-3.)

II. TERMS AND CONDITIONS – GENERAL

2.0 Settlement Agreement

This Settlement Agreement is entered into by Golden State Water Company and the Public Advocates Office at the California Public Utilities Commission, collectively referred to as the "Parties" and each individually as a "Party". This Agreement resolves all the issues in this proceeding.

2.1 In accordance with Rule 12.5 of the Commission's Rules of Practice and Procedure ("Rules"), the Parties agree that the Commission's adoption of this Agreement should not be construed as an admission or waiver by any Party regarding any fact, matter of law, or issue thereof that pertains to the subject of this Agreement. The Parties also agree that the Agreement is not to be used as any statement of precedent of any kind for any purpose against any Party in any other current or future proceedings, and the Parties commit to not use the Agreement or any part of the Agreement as any statement of the Commission's precedent in any future proceeding.

2.2 In accordance with Rule 12.5, the Parties intend that the Commission's adoption of this Agreement: be binding on each Party, including its legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees.

2.3 The Parties agree that no Party to this Agreement, or any Party's legal successors, predecessors, assigns, partners, joint ventures, shareholders, members, representatives, agents, attorneys, parent or subsidiary companies, affiliates, officers, directors, and/or employees thereof, assumes any personal liability as a result of this Agreement.

2.4 The Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedy pertaining to this Agreement, as provided by the California Constitution, Article XII, Section 8. No Party may bring an action pertaining to this Agreement in any local, State, or Federal court, or administrative agency, without having first exhausted its administrative remedies at the Commission.

2.5 If any Party fails to perform its respective obligations under this Agreement, the other Party may come before the Commission to pursue a remedy including enforcement.

2.6 The Parties agree that this Agreement is an integrated agreement and the provisions of the Agreement are not severable. Therefore, if the Commission rejects any term or portion of this Agreement, the Parties shall convene a conference within fifteen (15) days thereof and engage in good faith negotiations to determine whether some or all of the remainder of the Agreement is acceptable to the Parties. In the event an agreement is reached, all Parties must consent in writing to any changes or the Agreement is void. If the Parties cannot agree to resolve any issue raised by the Commission's actions within thirty (30) days of their conference, this Agreement shall be rescinded, the Parties shall be released from any obligation, representation, or condition set forth in this Agreement, including their obligation to support this Agreement, and the Parties shall be restored to their positions prior to having entered into this Agreement. Thereafter, the Parties may pursue any action they deem appropriate.

2.7 The Parties acknowledge and stipulate that they enter this Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any other Party. Each Party hereby states that it has read and fully understands its rights, privileges, and duties under this Agreement, including each Party's right to discuss this Agreement with its legal counsel, and has exercised those rights, privileges, and duties to the extent deemed necessary.

2.8 The parties appreciate that "[t]he Commission favors settlements because they generally support worthwhile goals", including, among others, preserving scarce Commission resources.[1] In executing this Agreement, each Party declares that the terms and conditions herein are reasonable, consistent with the law, and in the public interest. Therefore, the Parties jointly request that the Commission accept and adopt this proposed Agreement as reasonable, consistent with the law, and in the public interest.

2.9 The Parties acknowledge and agree that this Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its plain meaning and not in favor of any Party.

2.10 This Agreement constitutes the entire agreement and understanding between the Parties as to the subject of this Agreement, and supersedes any prior agreements, commitments, representations, or discussions between the Parties.

2.11 Subject to the provisions of 2.6, this Agreement may not be amended or modified without the express written and signed consent of each Party hereto.

2.12 No Party has relied or relies upon any statement, promise, or representation by any other Party, except as specifically set forth in this Agreement.

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[1] D.10-12-035 at 58 (citing D.10-06-031 at 12).

2.13 This Agreement and each covenant and condition set forth herein shall be binding upon the respective Parties hereto.

2.14 This Agreement may be executed in counterparts by each Party hereto with the same effect as if all Parties had signed one and the same document. Any such counterpart shall be deemed to be an original and shall together constitute one and the same Agreement.

2.15 This Agreement shall become binding on the Parties as of the date it is fully executed by all Parties.

2.16 This Agreement represents a resolution of the litigation positions of the Parties, resulting from the fully developed evidentiary record on the issues settled herein, and extensive negotiations between the Parties. The Parties have evaluated the impacts of the various proposals in this proceeding and desire to resolve all issues addressed herein, beginning with a Commission decision adopting this Agreement, in accordance with the terms of the Agreement.

2.17 The Parties shall jointly request Commission approval of this Agreement and shall support its prompt approval. The Parties agree that, subject to the confidentiality restrictions under Rule 12.6, they shall make witnesses available to answer any questions by the Commission regarding the Agreement.

III. TERMS AND CONDITIONS OF THE SETTLEMENT

3.0 The Parties have resolved all Scoping Memo issues in this proceeding, as presented in this Agreement.

The following documents are referenced throughout this Agreement, using the Exhibit Numbers listed in the first column.

EXHIBIT NO.	DESCRIPTION
GSW-JDL-001A	Prepared Testimony of Jenny Darney-Lane (with Errata Correction to Table JDL-5)
GSW-NO-001	Prepared Testimony of Nem Ochoa
GSW-SBJ-001	Prepared Testimony of Stephen B. Johnson
PUBADV-MT-001	Prepared Testimony of Meghan Tosney

3.1 Issue 1: Whether the issues presented in the Application meet the requirements of California Public Utilities Code Section 10061(b).

There was no dispute between the Parties with regard to any of, and the Parties are in agreement regarding all of, the following matters. Golden State is a Class A public water utility subject to the jurisdiction of this Commission, is a California corporation and is a subsidiary of American States Water Company. The City of Norwalk is a city in Los Angeles County, California, with a population of approximately 100,000 people. The City's water division owns and operates the Norwalk Municipal Water System, a public water utility that serves the City's residents and the Artesia service area, which includes portions of the City of Artesia and a small portion of unincorporated Los Angeles County. The City has determined that the portion of the City's public water utility comprising the ASA is not necessary for supplying water or sewer service to the inhabitants of the City. The ASA is outside of the boundaries of the City and therefore the requirements of California Public Utilities Code Section 10061(b) are met.

(See Application at pp. 2-3; Exhibits GSW-JDL-001A, Table JDL-6 at p. 4; GSW-NO-001 at pp. 2-3, 5; GSW-SBJ-001 at pp. 3-4; PUBADV-MT-001 at pp. 1, 5-6.)

3.2 Issue 2: Whether the acquisition will provide customer benefits that serve the public interest.

GSWC's Request and Cal Advocates' Position:

Golden State stated that the acquisition of the ASA will provide customer benefits through increased economies of scale, leading to more reliable water service. ASA customers currently receive fully treated surface water and groundwater supplies purchased from the City of Cerritos through a single interconnection serving the north service area and a single interconnection serving the south service area. Golden State will be able to serve the ASA with many of the same wells, water treatment facilities, and other infrastructure used to serve its existing customers. Customers in the ASA will become part of Golden State's Region 2, which has over 100,000 customers and will receive the expertise of the professional staff of Golden State. Upon acquisition by Golden State, ASA customers will receive improved customer service. They will be eligible to participate in the Customer Assistance Program, water conservation and education programs and 24/7 customer service. Golden State also stated that based upon the information provided by the City, ASA rates under Golden State ownership would likely be significantly lower than the City's anticipated future rates.

(See Exhibits GSW-JDL-001A at pp. 3-22, and Appendix B; GSW-NO-001 at pp. 8-15.)

Cal Advocates stated that the acquisition will not significantly improve the reliability of service to the ASA, or compliance with health and safety regulations in the ASA. Cal Advocates also stated that Golden State did not adequately analyze potential rate impacts and therefore did not meet the just and reasonable standard. Cal Advocates also stated that providing ASA customers with access to Golden State's rate-assistance program, water conservation and education programs, responsive and accessible customer service, is in the public interest, but does not justify Golden State's request to include an acquisition premium in rate base.

(See Exhibit PUBADV-MT-001 at pp. 4-13.)

Resolution:

With the resolution between the Parties relating to Issue 3 discussed below, the Parties are in agreement that the acquisition, under the terms of this Agreement, will provide customer benefits that serve the public interest. As outlined in Appendix B to the Settlement Agreement, the typical monthly residential bill for ASA customers has been reduced from $79.78 as originally proposed by Golden State, to $61.29 under the terms of the Settlement Agreement, providing monthly savings of approximately $18.49.

3.3 Issue 3: Whether the requested rate base of $5,250,000 for the Artesia Service Area System is just, reasonable, and meets the standard set by Public Utilities Code Section 2720.

GSWC's Request and Cal Advocates' Position:

Golden State negotiated a purchase price for the ASA of $5,250,000, and the independent appraisal by Stetson Engineers Inc. ("Stetson") valued the ASA at $5,400,000, with a reproduction cost new less accrued depreciation ("RCNLD") value of $3,288,200. Golden State stated that the $5,250,000 purchase price for the ASA reflects a reduction from its initial offer and was negotiated following completion of due diligence on the condition of the ASA system, thus demonstrating that Golden State does not lack market incentives to negotiate a lower price.

(See Exhibits GSW-JDL-001A at pp. 11-22; GSW-SBJ-001, Attachment 1 at pp. 17-19; GSW-NO-001 at p. 6.)

Cal Advocates argued that Golden State Water Company's return on rate base eliminates typical market incentives to negotiate lower prices, and that based on the criteria in Public Utilities Code Section 2720(b) the Commission should not authorize a rate base value exceeding RCNLD. Cal Advocates also recommended adjustments to Golden State's RCNLD and that the Commission

should authorize $2,226,700 to be included in Golden State's rate base, as discussed in more detail below in Issue 12.

(See Exhibit PUBADV-MT-001 at pp. 2-4, 13-19.)

Resolution

To resolve this issue, the Parties agree that a portion of the purchase price for the ASA equal to $3,400,000 should be included in rate base in Golden State's Region 2 ratemaking area, and that resolving the issue in this manner is consistent with the standard and criteria set forth in Public Utilities Code Section 2720(b).

3.4 Issue 4: Whether Golden State Water Company should be authorized to increase the rates of the Artesia Service Area as proposed in the instant application.

GSWC's Request and Cal Advocates' Position:

In addition to the purchase price for the ASA of $5,250,000 and $1,830,000 for the capital cost needed to tie in the ASA with Golden State's existing Artesia system (addressed in Issue 9), Golden State also forecasted incremental operating costs that it expects to incur to serve the ASA. These costs were the basis of Golden State's proposed ASA rates that it requested to be implemented immediately upon acquisition.

(See Exhibit GSW-JDL-001A at pp. 19-20.)

As discussed in Issue 3 above, Cal Advocates recommended reducing the purchase price included in rate base from $5,250,000 to $2,226,700. Cal Advocates did not disagree with the other cost of service items proposed by Golden State to be included in the rates for the ASA upon acquisition by Golden State.

(See Exhibit PUBADV-MT-001 at pp. 2-3, 8-11.)

Resolution

The Parties agree that Golden State should be authorized to adjust its proposed rates upon acquisition for the ASA to reflect a reduction of the portion of the purchase price included in rate base from $5,250,000 to $3,400,000, as discussed in Issue 3 above.

Attached as Appendix A is a table showing a comparison between the current ASA rates, the originally proposed rates and the rates resulting from the agreed reduction to the portion of the purchase price to be included in rates. Similarly, a table showing the monthly bill impact of the agreed rates for a residential ASA customer using 8 Ccf, as compared with the current ASA rates and the originally proposed rates, is included as Appendix B. A comparative Summary of Earnings reflecting the Agreement compared to the Parties' original positions is included as Appendix C.

3.5 Issue 5: Whether Golden State Water Company is financially qualified to acquire the Artesia Service Area.

There was no dispute between the Parties with regard to any of, and the Parties are in agreement regarding all of the following matters. Golden State is financially qualified to acquire the Artesia Service Area. Golden State is a Class A public water utility subject to the jurisdiction of this Commission. Golden State is a California corporation and is a subsidiary of American States Water Company. Golden State has a CPCN to operate as a regulated Class A public water utility company and reliably and safely serves over 260,000 service connections.

(See Exhibits GSW-JDL-001A at pp. 2-3; PUBADV-MT-001.)

3.6 Issue 6: Whether the Asset Purchase Agreement should be approved.

There was no dispute between the Parties regarding whether and the Parties agree that (i) the Asset Purchase Agreement should be approved, and (ii) if the Commission authorizes the Acquisition, then the Commission has discretion to

determine the portion of the purchase price that may be included in Golden State's rate base for the ASA, which is addressed in Issue 3 above.

(See Exhibits GSW-NO-001 at pp. 5-6; PUBADV-MT-001 at pp. 2-3.)

3.7 Issue 7: Whether Golden State Water Company's CPCN should be expanded so that it may assume all public utility responsibilities for the operation and ownership of the water utility operations in the Artesia Service Area.

There was no dispute between the Parties regarding whether and the Parties agree that (i) Golden State has a CPCN to operate as a regulated Class A public water utility company and reliably and safely serves over 260,000 service connections, and (ii) Golden State's CPCN should be expanded so that it may assume all public utility responsibilities for the operation and ownership of the water utility operations in the ASA.

(See Application at pp. 6, 14-15; Exhibits GSW-JDL-001A; GSW-NO-001; PUBADV-MT-001 at pp. 2-3.)

3.8 Issue 8: Whether Golden State Water Company should be authorized to immediately consolidate Artesia Service Area customers into Region 2 for operational purposes.

There was no dispute between the Parties regarding whether and the Parties agree that the Commission should authorize Golden State to immediately consolidate the ASA customers into Region 2 for operational purposes.

(See Application at pp. 3-6; Exhibits GSW-NO-001 at pp. 7-15; PUBADV-MT-001 at pp. 6-11.)

3.9 Issue 9: Whether Golden State Water Company should be authorized to invest $1,830,000 in capital costs to tie in the Artesia Service Area System with Golden State's existing Artesia system.

There was no dispute between the Parties regarding whether and the Parties agree that the Commission should authorize Golden State to invest $1.83M in the intertie between the ASA and the Artesia system of Golden State's Region 2.

(See Exhibits GSW-JDL-001A at pp. 3-4; GSW-NO-001 at pp. 7-8; PUBADV-MT-001 at pp. 9-12.)

3.10 Issue 10: Whether Golden State Water Company should be authorized to consolidate the Artesia Service Area rates with its Region 2 ratemaking area as part of its 2028 test year GRC.

There was no dispute between the Parties regarding whether and the Parties agree that the Commission should authorize Golden State to consolidate ASA rates with its Region 2 ratemaking area as part of its 2028 test year GRC, which Golden State filed on July 1, 2026.

(See Exhibits GSW-JDL-001A at pp. 7, 9-10; PUBADV-MT-001 at pp. 2-3, 9-10.)

3.11 Issue 11: Whether Golden State Water Company should be authorized to establish a transaction memorandum account, pursuant to Commission Standard Practice U-27-W, to track all transaction costs incurred to effectuate the Acquisition, with rate treatment determined in Golden State Water Company's subsequent GRC.

There was no dispute between the Parties with regard to any of, and the Parties are in agreement regarding all of the following matters:[2]

- Golden State requested a memorandum account to track all transaction costs incurred to effectuate the Acquisition, with rate treatment determined in Golden State's subsequent GRC.

[2] Commission Decision D.26-07-031, at 96 and 97, specifies that memorandum accounts will only be allowed for the acquisition of failing, at-risk, and potentially at-risk systems as defined by the State Water Resources Control Board. The ASA is part of the City of Norwalk public water system, which is categorized as at-risk. See: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/saferdashboard.html

- Golden State requested that the tracking memorandum account have a start date of May 9, 2023, which is the date that Golden State began incurring third party costs essential to preparing its offer to the City for purchase of the ASA.
- Golden State indicated that transaction costs tracked in the memorandum account are not expected to exceed $100,000.
- In its next GRC following the acquisition, which is due to be filed in July 2029, Golden State will demonstrate the prudency of the transaction costs tracked in the memorandum account in order to request recovery of the incurred costs.

(See Exhibits GSW-JDL-001A at pp. 21-22; GSW-JDL-004 at 8 (MDR 15); PUBADV-MT-001 at pp. 2-3, 10 (fn. 52).)

Attached as Appendix D is a draft preliminary statement for the memorandum account.

3.12 Issue 12: Whether the Replacement Cost New Less Depreciation ("RCNLD") put forth by Golden State Water Company is accurate and supported.

GSWC's Request and Cal Advocates' Position:

Golden State's independent appraiser calculated an RCNLD for the ASA of $3,288,200.

(See Exhibit GSW-SBJ-001, Attachment 1, Table 5.)

Cal Advocates recommended that the RCNLD should be adjusted to remove components included in Stetson's RCNLD for contingency, going concern, and organization expense, resulting in an RCNLD of $2,226,700.

(See Exhibit PUBADV-MT-001 at pp. 1-4, 13, 16-19.)

Resolution

Although the Parties did not agree on the RCNLD, as put forth by Golden State, in order to resolve all issues in the proceeding the Parties have agreed to include in rate base a purchase price of $3,400,000, as discussed in Issue 3 above.

IV. TERMS AND CONDITIONS - APPROVAL BY THE COMMISSION

4.0 The Parties agree that within three (3) days of their execution of this Agreement they will jointly file this Agreement for Commission approval by motion under Commission Rule 12.1(a). In their joint motion, the Parties will ask that the Commission expeditiously consider and approve this Agreement.

4.1 The Parties agree to support this Agreement and use their reasonable efforts to secure the Commission's approval of this Agreement in its entirety and without condition or modification, subject to the provisions of Section 2.6.

4.2 The Parties agree to defend this Agreement before the Commission if the Commission's adoption of this Agreement is opposed by anyone else.

V. GOVERNING LAW

5.0 This Agreement shall be governed by the laws of the State of California as to all matters, including validity, construction, effect, performance, and remedy.

VI. CONCLUSION

6.0 The Parties mutually believe that the record in this proceeding has been fully developed to allow the Commission to determine that this Agreement is just and reasonable, consistent with the law, in the public interest, and should be adopted by the Commission.

6.1 Each Party to this Agreement represents that his or her signature to this Agreement binds his or her respective Party to the terms of this Agreement.

[signature pages follow]

Dated: July 13, 2026

richard rauschmeier

RICHARD RAUSCHMEIER
Deputy Director,
The Public Advocates Office

California Public Utilities Commission
505 Van Ness Ave
San Francisco, CA 94102
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Dated: July 13, 2026

JON PIEROTTI
Vice President of Regulatory Affairs

Golden State Water Company
630 East Foothill Boulevard
San Dimas, CA 91773
(909) 394-3600

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Golden State Water Company
Comparison of Current ASA tariffs vs. Settlement ASA tariffs

Residential

RATES		ASA Current	ASA Proposed	ASA Settlement
	Quantity Rates:	Per ccf	Per ccf	Per ccf
	Tier 1: First 9 ccf		$5.653	$4.343
	Tier 2: Next 12 ccf		$6.501	$4.994
	Tier 3: Over 21 ccf		$7.475	$5.742
	For all water delivered, per ccf	$4.470		
	Service Charge (per Month):			
	For 5/8 x 3/4" -inch meter	$32.04	$34.56	$26.55
	For 3/4" -inch meter	$32.04	$51.84	$39.82
	For 1" -inch meter	$42.77	$86.39	$66.37
	For 1-1/2" -inch meter	$69.60	$172.78	$132.74
	For 2" -inch meter	$101.80	$276.45	$212.39

Non-Residential

RATES		ASA Current	ASA Proposed	ASA Settlement
	Quantity Rates:	Per ccf	Per ccf	Per ccf
	For all water delivered, per ccf	$4.470	$5.653	$4.343
	Service Charge:			
	For 5/8 x 3/4" -inch meter	$32.04	$50.00	$38.42
	For 3/4" -inch meter	$32.04	$75.01	$57.62
	For 1" -inch meter	$42.77	$125.01	$96.04
	For 1-1/2" -inch meter	$69.60	$250.02	$192.08
	For 2" -inch meter	$101.80	$400.03	$307.32
	For 3" -inch meter	$176.91	$750.06	$576.23

Private Fire

RATES		ASA Current	ASA Proposed	ASA Settlement
	Service Charge (per Month):			
	3" meter	$26.93	$24.00	$24.00
	4" meter	$39.36	$32.00	$32.00
	6" meter	$83.94	$48.00	$48.00
	8" meter	$160.84	$64.00	$64.00
	10' meter	$276.52	$80.00	$80.00

Golden State Water Company
Residential Bill Comparison
ASA current and ASA Settlement

		ASA Current	ASA Proposed	ASA Settlement
Quantity Rate @8CCF		$4.470	$5.653	$4.343
Service Charge 5/8" meter Size		$32.04	$34.56	$26.55
Monthly Bill	8 ccf	$67.80	$79.78	$61.29
Bi-Monthly Bill	16 ccf	$135.60	$159.56	$122.58

GOLDEN STATE WATER COMPANY

ARTESIA SERVICE AREAS

RECONCILIATION - SUMMARY of EARNINGS-ESTIMATED YEARS
(Dollars in Thousands)
A.26-01-015

		GSWC	Change	Settlement	Change	CalPA
AT PRESENT RATES:		2027		2027		2027
CPUC WUDF ACCOUNT						
61500	OPERATING REVENUES	765.6	0.0	765.6	0.0	765.6
	OPERATION EXPENSES					
70400	Purchased Water	0.0	0.0	0.0	0.0	0.0
72600	Purchased Power	29.1	0.0	29.1	0.0	29.1
73500	Pump Taxes	98.0	0.0	98.0	0.0	98.0
	TOTAL SUPPLY EXPENSES	127.1	0.0	127.1	0.0	127.1
	REVENUE LESS SUPPLY EXPENSES	638.5	0.0	638.5	0.0	638.5
74400	Chemicals	3.7	0.0	3.7	0.0	3.7
77300	Allocated Common Cust. Acct. (G.O.)	0.0	0.0	0.0	0.0	0.0
77300	Allocated Common Cust. Acct. (Region)	0.0	0.0	0.0	0.0	0.0
77300	Allocated Common Cust. Acct. (District)	0.0	0.0	0.0	0.0	0.0
77325	Postage	0.0	0.0	0.0	0.0	0.0
77500	Uncollectibles	3.6	0.0	3.6	0.0	3.6
78000	Operation Labor	37.6	0.0	37.6	0.0	37.6
78100	Other Operation Expenses	24.6	0.0	24.6	0.0	24.6
78600	TOTAL OPERATION EXPENSES	196.6	0.0	196.6	0.0	196.6
78700	Maintenance Labor	8.1	0.0	8.1	0.0	8.1
78800	Other Maintenance Expenses	10.2	0.0	10.2	0.0	10.2
78900	TOTAL MAINTENANCE EXPENSE	18.3	0.0	18.3	0.0	18.3
79000	TOTAL O&M EXCLUDING A&G	214.8	0.0	214.8	0.0	214.8
79200	Office Supplies & Expenses	0.0	0.0	0.0	0.0	0.0
79300	Property Insurance	0.0	0.0	0.0	0.0	0.0
79400	Injuries and Damages	0.0	0.0	0.0	0.0	0.0
79500	Pension and Benefits	0.0	0.0	0.0	0.0	0.0
79600	Business Meals	0.0	0.0	0.0	0.0	0.0
79700	Regulatory Expenses	0.0	0.0	0.0	0.0	0.0
79800	Outside Services	0.0	0.0	0.0	0.0	0.0
79900	Miscellaneous	0.0	0.0	0.0	0.0	0.0
79910	Allocated General Office Expenses	0.0	0.0	0.0	0.0	0.0
79910	Allocated Centralized Operation Support	0.0	0.0	0.0	0.0	0.0
79910	Allocated District Office Expenses	0.0	0.0	0.0	0.0	0.0
80500	Other Maintenance of General Plant	0.3	0.0	0.3	0.0	0.3
81100	Rent	0.0	0.0	0.0	0.0	0.0
81200	A&G Expenses Capitalized	0.0	0.0	0.0	0.0	0.0
81500	A&G Labor	1.4	0.0	1.4	0.0	1.4
81700	TOTAL ADMIN & GENERAL EXPENSES	1.7	0.0	1.7	0.0	1.7
50300	DEPRECIATION AND AMORTIZATION	81.9	(22.4)	59.5	14.2	45.3
50710	Property Taxes	65.1	(19.6)	45.5	12.4	33.1
50720	Payroll Taxes	3.8	0.0	3.8	0.0	3.8
50730	Local Taxes	10.7	0.0	10.7	0.0	10.7
50740	TOTAL TAXES NOT ON INCOME	79.6	(19.6)	60.0	12.4	47.6
82000	TOTAL EXPENSE EXCLUDING INCOME TAX	378.0	(42.0)	336.1	26.6	309.4
82500	NET OPER REVENUE BEFORE INCOME TAX	387.6	42.0	429.6	(26.6)	456.2
	State Income Tax	17.3	8.5	25.8	(5.4)	31.2
	Federal Income Tax	45.8	19.0	64.8	(12.0)	76.8
	TOTAL INCOME TAXES	63.1	27.5	90.6	(17.4)	108.0
	TOTAL OPERATING EXPENSES	441.1	(14.5)	426.6	9.2	417.4
	NET OPERATING REVENUE	324.5	14.5	339.0	(9.2)	348.2
	RATE BASE	6,043.5	(1,806.9)	4,236.6	1,146.0	3,090.6
	RATE OF RETURN	5.37%	2.63%	8.00%	-3.27%	11.27%
AT PROPOSED RATES:						
61500	OPERATING REVENUES	990.4	(229.2)	761.2	145.4	615.8
77500	Uncollectibles	4.7	(1.1)	3.6	0.7	2.9
50730	Local Taxes	13.8	(3.2)	10.6	2.0	8.6
	TOTAL INCOME TAXES	128.9	(39.7)	89.3	25.2	64.1
	TOTAL OPERATING EXPENSES	511.1	(85.9)	425.2	54.5	370.7
	NET OPERATING REVENUE	479.3	(143.3)	336.0	90.9	245.1
	RATE BASE	6,043.5	(1,806.9)	4,236.6	1,146.0	3,090.6
	RATE OF RETURN	7.93%	0.00%	7.93%	0.00%	7.93%

GOLDEN STATE WATER COMPANY (U 133 W)
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SAN DIMAS, CALIFORNIA 91773-9016

Original Cal. P.U.C. Sheet No. xxxx-W

Preliminary Statement
Norwalk Acquisition Transaction Cost Memorandum Account

xxxx. **Norwalk Acquisition Transaction Cost Memorandum Account** (N)

1. **Purpose**
   The purpose of the Norwalk Acquisition Transaction Cost Memorandum Account (NATCMA) is to record and recover costs incurred to effectuate the acquisition of the Artesia Service Area from the City of Norwalk authorized by the Commission in Decision No. xx-xx-xxx in Application No. 26-01-015.

2. **Applicability**
   GSWC shall maintain the NATCMA by making entries at the end of each month as follows:

   a. A debit entry shall be made to the NATCMA at the end of each month to record the expenses.
   b. A debit entry equal to interest on the balance in the account at the beginning of the month and half the balance after the above entry (a.), at a rate equal to one-twelfth of the rate on three-month Commercial Paper, as reported in the Federal Reserve Statistical Release, H.15 or its successor.

3. **Effective Date**
   The NATCMA shall have an effective date of May 9, 2023.

4. **Disposition**
   GSWC will request review and disposition of amounts recorded in the NATCMA in the general rate case proceeding with the California Public Utilities Commission following completion of the acquisition of the City of Norwalk's Artesia Service Area.

(N)