Decision 26-10-067 October 29, 2026

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Southern California Edison Company (U 338-E) to Establish Marginal Costs, Allocate Revenues, and Design Rates.	Application 24-03-019 (Filed March 29, 2024)

DECISION GRANTING COMPENSATION TO SMALL BUSINESS UTILITY ADVOCATES FOR SUBSTANTIAL CONTRIBUTION TO DECISION 26-04-033

Intervenor: Small Business Utility Advocates	**For contribution to Decision (D.) 26-04-033**
Claimed: $161,816.75	**Awarded:** $140,259.25
Assigned Commissioner: Karen Douglas	**Assigned ALJ(s):** Marcelo Lins Poirier

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	D.26-04-033 approves nine settlement agreements: (1) the Marginal Cost and Revenue Allocation Settlement Agreement, (2) the Amended Streetlight and Traffic Control Rate Group Settlement Agreement, (3) the Small Commercial Rate Design Settlement Agreement, (4) the Master Meter Rate Design Settlement Agreement, (5) the Residential Rate Design Settlement Agreement, (6) the Agricultural and Pumping Rate Group Design Settlement Agreement, (7) the Large Power Rate Group Rate Design Settlement Agreement, (8) the Economic Development Rate Settlement Agreement, and (9) the Electric Vehicle Rate Design Settlement Agreement. The Decision denies approval of the Vehicle to Grid Rate Proposal Settlement Agreement. This decision approves Southern California Edison Company's (SCE) uncontested proposals. Finally, the Decision does not adopt SCE's PRIME Plus proposal, The Utility Reform Network's proposal to increase the baseline allowance or Solar Energy Industries Association's proposal regarding transmission marginal costs.

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:	June 3, 2024	Verified
2. Other specified date for NOI:		
3. Date NOI filed:	June 27, 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.26-04-033	Verified
14. Date of issuance of Final Order or Decision:	May 4, 2026	Verified
15. File date of compensation request:	July 2, 2026	Verified
16. Was the request for compensation timely?		Yes

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

C. Additional Comments on Part I:

#	Intervenor's Comment(s)	CPUC Discussion
B.5 – B.12	SBUA also received a ruling on its significant hardship showing in A.22-02-005, *et al*. on Aug. 22, 2022, prior to the start of A.24-03-019.	Noted

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. Overall This GRC II proceeding covered an array of issues associated with SCE's rate design, revenue allocation and marginal costs, GS-1 and GS-2 rates, economic development rate ("EDR") and electric vehicle ("EV") rates affecting small business customers. SBUA was an active participant in this proceeding, and SBUA's expert engaged in discovery and submitted testimony on a variety of issues impacting small businesses. The Direct Testimony of SBUA expert Michael Brown was admitted into the record as SBUA-01 and SBUA-01-E. SBUA was extensively and actively involved in the lengthy and overall effective settlement discussions and subsequent settlement agreements, with our advocacy here being part of a broader campaign to advocate for small commercial	"Parties were able to resolve a majority of the issues in the proceeding, with the following ten settlement agreements submitted for approval. 1. The Marginal Cost and Revenue Allocation Settlement Agreement; 2. The Amended Streetlight and Traffic Control Rate Group Settlement Agreement; 3. The Small Commercial Rate Design Settlement Agreement; 4. The Master Meter Rate Design Settlement Agreement; 5. The Residential Rate Design Settlement Agreement; 6. The Agricultural and Pumping Rate Group Design Settlement Agreement; 7. The Large Power Rate Group Rate Design Settlement Agreement; 8. The Vehicle to Grid Rate Proposal Settlement Agreement; 9. The Economic Development Rate Settlement Agreement; 10. The Electric Vehicle Rate Design Settlement Agreement." Decision at 3-4.	Verified

customers with regard to rate design and other issues in Phase 2 GRCs. To address the array of GRC 2 issues, the Commission approved several Settlement Agreements, including five settlements that SBUA is a signatory to, covering the following areas: (1) Marginal Cost and Revenue Allocation Settlement Agreement; (2) Small Commercial Rate Design Settlement Agreement (3) Economic Development Rate Settlement Agreement; (4) Electric Vehicle Rate Design Settlement Agreement; and (5) Vehicle to Grid Rate Proposal Settlement Agreement. Four of the Settlement Agreements contributed to the overall resolution of all but three remaining issues. SBUA did not participate in the litigation of the three remaining issues but concentrated our resources on actively and efficiently seeking resolution through the compromise of parties without the need for full litigation on the issues affecting small business customers of SCE. The Final Decision did not adopt the Vehicle to Grid Rate Proposal Settlement Agreement, of which SBUA was a signatory but with limited hours based upon the overall impact on small businesses. The parties engaged in lengthy	"Only three contested issues remained due to the settlement agreements." Decision at 4. "The issues in this proceeding are whether each of the ten settlements comply with the requirements of Rule 12 of the Commission's Rules of Practice and Procedure (Rules) for approval of a settlement and adequately resolve the issues scoped in this proceeding." Decision at 5.	

settlement discussions to mutually compromise from initial testimony positions to resolution of the majority of scoped issues in the public interest. In all aspects of the proceeding, SBUA focused and advocated on behalf of small business customers, with particular emphasis on: • GS-1 and GS-2 rate design; • Marginal cost implications on GS-1 rates; and • Economic Development Rate to the benefit of small businesses; and *See, e.g.,* Response of Small Business Utility Advocates, May 7, 2024*;*Transcripts of PHC, pp. 38:17-25 and 39:1-4; SBUA-01 and SBUA-01-E. SBUA and the other parties worked on an efficient schedule to allow for settlement discussions prior to Rebuttal Testimony in an effort to conserve resources. In D.26-04-033, the Commission agrees with ALJ Poirier's findings that the approved settlements are reasonable in light of the record and should be adopted. SBUA submits that the Commission should find that SBUA's advocacy in negotiations and entering into these settlement agreements, which address a number of issues of importance to small		

businesses, substantially contributed to the proceeding.		
2. <u>Marginal Cost and Revenue Allocation</u> In Direct Testimony, SBUA analyzed both marginal cost and revenue allocation for the impact on small business customers. SBUA's Direct Testimony contained a number of recommendations for both marginal costs and revenue allocation that SBUA maintained during the settlement process. SBUA's recommendations included; • Reject California Public Advocates' (Cal Advocates) MCAC model given its impact on small commercial customers; • GS-1 marginal costs should be near to the marginal costs for residential customers; and • Reject an increase in generation energy marginal costs, which increases the generation revenue allocation for non-residential classes. SBUA-01-E, at 14-15. With respect to marginal cost, SBUA's main concern was that Public Advocates Office (Cal Advocates) MCAC proposal increased GS-1 rather	"On June 30, 2025, SCE, Cal Advocates, the California City County Street Light Association (CALSLA), the California Manufacturers & Technology Association (CMTA), CFBF, CLECA, Energy Users Forum, EPUC, SBUA, SEIA, TURN and Walmart Inc. (Walmart) filed a motion requesting that the Commission adopt the Marginal Cost and Revenue Allocation Settlement Agreement. The motion indicates that the settlement agreement resolves all issues raised with respect to marginal cost and revenue allocation in this proceeding." Decision at 7 and Finding of Fact (FoF) # 1. "The settlement agreement adopts a GCMC of $132.72/kW-year. The settling parties agree to use SCE's Capacity Allocation Tool to spread the GCMC across time-of-use (TOU) periods and allocate the GCMC based a proportion of peak demand versus the need for flexible capacity (60 percent peak/40 percent flexible)." Decision at 7-8. "As to the Customer Marginal Costs Methods, the settling parties agree to adopt SCE's Real Economic Carrying Charge-based MCACs from its 2024 marginal cost study for all customer classes for purposes of cost allocation." Decision at 8. "We find that the Marginal Cost and Revenue Allocation Settlement Agreement meets the requirements of Rule 12.1. We find the settlement agreement is reasonable in light of the whole record, consistent with the law, and in the public interest. The record	Verified

than hold GS-1 close to residential (Domestic). In the approved Settlement Agreement, MCAC of GS-1 and Domestic will be $13.33 and $12.84, respectively. *See, D.26-04-033, Attachment A, Marginal Cost and Revenue Allocation Settlement Agreement, p. 12, Table RA-4.* The Settlement Agreement states that "This Settlement Agreement does not reflect approval or acceptance of any of the Settling Parties' marginal cost proposals." *See, D.26-04-033, Attachment A, Marginal Cost and Revenue Allocation Settlement Agreement, p. 9.* The Settlement Agreement and the Decision's adoption of the Settlement Agreement reflect the active participation and negotiation of the Settling Parties, of which SBUA was an active and full participant. The settlement negotiations included discussions and positions developed well beyond the initial submission of Direct Testimonies. While SBUA's Direct Testimony reflects our initial litigation position, it cannot capture all of the efforts and work that contributed to the final Settlement Agreement given the evolving nature of the settlement negotiations. With respect unbundled GS-1 customers, the Settlement Agreement represents a relative percentage decrease of	contains sufficient information to find that the settlement agreement is reasonable in light of the record. Additionally, the settlement agreement appears to be consistent with the law and compliant with all applicable statutes and prior Commission decisions. Lastly, the settlement agreement is in the public interest because it results in a reasonable compromise and avoids the cost of further litigation." Decision at 13.	

11.5% from the October 2024 to the uncapped rate. *See, D.26-04-033, Attachment A, Marginal Cost and Revenue Allocation Settlement Agreement, p. B1, Table B-1.*		
3. Small Commercial Rate Design In Direct Testimony, SBUA focused on the implications of the GS-1 and GS-2 rate designs on small business customers. Overall SBUA recommended: • Reject customer charge increase for GS-1 customers which SCE proposed to increase to $23.89/mo. Jan 25 Update ($18.87/mo. ERRATA) . customer charge for single phase and $34.21/mo. Jan 25 Update ($27.02/mo. ERRATA) for three-phase; • Decrease complexity of GS-2 rates; • Adopt optional participation in CPP for small businesses. SBUA-01-E at 37-54. SBUA's participation in the overall proceeding and specifically with respect to the Small Commercial Rate Design Settlement Agreement was to advocate for both rates, options and education that provided both equitable economic and policy protections, such as the bill protections ultimately included	"On August 2, 2025, SCE, Cal Advocates, SBUA and CFBF filed a motion requesting Commission approval of the Small Commercial Rate Design Settlement Agreement. The settling parties indicate that the settlement agreement resolves all issues raised with respect to small commercial rate design in this proceeding." Decision at 17 and FoF #3. "First, the settling parties agreed to set the fixed charge at a level of $17.09 per month, which will remain at that level over the attrition years. The TOU-GS2 customer charge will be set at $232.74 per month, which will remain fixed at this level over the attrition years. Second, the settling parties agreed to setting a seasonal differential of $0.3149/kWh for distribution and $0.0400 /kWh for generation. Third, the settling parties agreed to update the length and frequency of critical peak pricing (CPP) events to allow for 20 events per year, to remove two categories of customers from the program, and to communicate changes regarding their removal. The settlement agreement converts CPP to an opt-in program versus the current default rate option, moving forward." Decision at 18. "We find that the Small Commercial Rate Design Settlement Agreement meets the requirements of Rule 12.1. We find the settlement agreement is reasonable in light of the whole record, consistent with the law, and in the	Verified

in the Settlement Agreement with respect to CPP customers. "Bill protection will be offered to customers for up to one year, accrued monthly, and paid at the end of the bill protection period. This means that a customer on Option CPP is billed an amount no greater than what the customer would have been billed under the customer's OAT." *See, D.26-04-033, Attachment A, Small Commercial Rate Design Settlement Agreement, p. 12.* In addition, SBUA continues to advocate for education of small business customers. "Parties agree to update the TOU-GS-2 Rate Fact Sheet to provide consistent explanations to the TOU-GS-1 Rate Fact Sheet. Additionally, Parties agree to update SCE's Business Connection webpage to ensure consistency with the updated TOU-GS-2 Rate Fact Sheet. Parties also agree to a yearly bill insert education write-up to TOU-GS-1 and TOUGS-2 customers reflective of the Rate Fact Sheets." *See, D.26-04-033, Attachment A, Small Commercial Rate Design Settlement Agreement, p. 16.* The Settlement Agreement expanded benefits to GS-2 customers, such as "SCE's proposal to expand its Budget Billing Program (BBP) to allow single phase TOU-GS-2 customers to participate shall be approved. The extension will be limited to	public interest. The record contains sufficient information to find that the settlement agreement is reasonable in light of the record. Additionally, the settlement agreement appears to be consistent with the law and compliant with all applicable statutes and prior Commission decisions. Lastly, the settlement agreement is in the public interest because it results in a reasonable compromise and avoids the cost of further litigation." Decision at 20.	

approximately 100 customers." *See, D.26-04-033, Attachment A, Small Commercial Rate Design Settlement Agreement, p. 16.*		
4. <u>Economic Development Rate</u> SBUA's overall Direct Testimony focused on opportunities and rates that benefit small business customers who are the backbone of California's economy. "There are approximately 4.1 million small businesses in California, comprising 99.8% of all employer firms. These businesses employ 7.5 million people, which accounts for 47.6% of California's workforce; between March 2021 and March 2022, small businesses created a net increase of 769,454 jobs, comprising 65.5% of the state's net job growth; additionally, small firms contributed 42.2% of the state's $163.9 billion in exports, mounting to $69.1 billion." SBUA-01-E at 3. Without violating the requirements of Rule 12, SBUA maintains that throughout the settlement discussion, SBUA emphasized the particular needs and obstacles facing small business (GS-1) customers and those small businesses that reach into small/medium classification.	"On September 11, 2025, SCE, SBUA, CLECA, Walmart, CMTA, Energy Users Forum and TURN filed a motion for the Commission to adopt the Economic Development Rate Settlement Agreement. The settling parties indicate that the settlement agreement resolves all issues raised with respect to economic development rate design issues in this proceeding." Decision at 50. "The Settling Parties agree to a new portfolio approach for the general economic development rates that calls for discount revenues and incremental load revenues to be allocated within these three respective portfolios: (1) Portfolio 1 – Small: TOU-GS-1 rate schedule; (2) Portfolio 2 – Small/Medium: TOU-GS-2 and TOU-GS-3 rate schedules and (3) Portfolio 3 - Large Power: TOU8-SEC, -PRI, -SUB rate schedules. The settling parties agree that discount and incremental load revenues will be allocated to the customers on the rate schedules in each portfolio." *Id*. "The settling parties also agree to changes for small customers, raising the demand limits from 150 kW to 200 kW and the cap on participating small customers from 20 to 60." Decision at 51. "The settlement agreement raises the economic development rate discount from 12 percent to 20 percent and allows new participation economic development rate until the implementation of a successor program.	Verified

	The settlement agreement raises the program's MW cap from 200 MW to 300 MW. In order for new economic development rate applicants with loads greater than 60 MW to participate in the program, they must have a full-time equivalent employee to load ratio greater than or equal to 1.0." *Id*. "We find that the Economic Development Rate Settlement Agreement meets the requirements of Rule 12.1. The settlement agreement is reasonable in light of the whole record, consistent with the law, and in the public interest. The record contains sufficient information to find that the settlement agreement is reasonable in light of the record. Additionally, the settlement agreement appears to be consistent with the law and compliant with all applicable statutes and prior Commission decisions. Lastly, the settlement agreement is in the public interest because it results in a reasonable compromise and avoids the cost of further litigation." Decision at 53-54.	
5. EV Rate In Direct Testimony, SBUA raises concerns regarding possible cross-subsidization of electric vehicle rates and recommended moving forward separate marginal cost and rate analysis. SBUA-01-E at 7 and 27. In Direct Testimony, SBUA agreed with SCE's proposed customer charge for TOU-EV-7, based on concerns that a customer charge set too low would allow for cross-	"On September 15, 2025, SCE, Cal Advocates, CalStart, Inc., EVgo, SBUA, Electrify America, LLC, SEIA, Terawatt Infrastructure, Inc. (Terawatt), VGIC and Walmart filed a motion for the Commission to adopt the Electric Vehicle Rate Design Settlement Agreement." Decision at 54. "The settling parties agree to follow the rate design guiding principles adopted in D.23-04-0403 and that post 2030 EV rates should be addressed in a separate proceeding, such as a Rate Design Window or new Order Instituting Rulemaking, that may include the other IOUs. They indicate that such a process "would allow for more thorough vetting before post-2030 rates are implemented	Verified

subsidization. SBUA-01-E at 13. Without violating the requirements of Rule 12, SBUA maintains that throughout the settlement discussion, SBUA emphasized the particular needs and obstacles facing small business customers and emphasized its opposition to cross-subsidization of rates.	and could bring consistency across the state through adoption of common policies and rate structures for electric transportation." Decision at 54-55. "The settling parties agree that the customer charge for TOU-EV-7 shall be set at $10.79 per month ($0.355 per day). They indicate that the intent of the reduced customer charge is to recover the cost of the additional meter and associated on-going customer service costs, "while recognizing that for a portion of TOU-EV-7 customers, the service point and other associated facility costs are recovered through the customer charge of the primary (main site) infrastructure." Decision at 55.	
6. <u>Vehicle to Grid Proposal Settlement Agreement</u> For the benefit of small business customers, SBUA entered into the Settlement Agreement. Of all the settlement conferences necessary for SBUA to actively participate in, we strove to limit our resources as best as possible given the more limited impact on small business customers as opposed to the other four settlement agreements.	"On September 5, 2025, SCE, Calstart, Inc., SBUA, SEIA and VGIC filed a motion for the Commission to adopt the Vehicle to Grid Rate Proposal Settlement Agreement. The settling parties indicate that the settlement agreement resolves issues with respect to Vehicle to Grid Rate Proposal (VGRP) in this proceeding." Decision at 41. "The settlement agreement makes VGRP available to bundled and unbundled residential and non-residential customers as a rider to electrification rates, TOU rates, or dynamic pricing rates." Decision at 42. "We do not find that the Vehicle to Grid Rate Proposal Settlement Agreement meets the requirements of Rule 12.1 because the settlement agreement is not reasonable in light of the whole record, not consistent with the law, and not in the public interest." Decision at 49.	Verified

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: SBUA signed five Settlement Agreements to resolve the scoped issues of the proceeding. Additional parties to the Settlement Agreements signed by SBUA included, Utility Consumers' Action Network (UCAN), the California Farm Bureau Federation (Farm Bureau), Solar Energy Industries Association (SEIA), Electrify America LLC, VGIC and The Utility Reform Network (TURN).		Noted
d. Intervenor's claim of non-duplication: SBUA participated on behalf of small businesses, a customer class not otherwise well represented in this proceeding. No other party focused exclusively on the interests of small business customers in the context of the General Rate Case Phase II proceeding. While there were five Settlement Agreements that SBUA was a signatory to, SBUA's advocacy throughout the settlement meetings and docket was focused on the interests of small business customers. In addition to formal filings, SBUA actively engaged in numerous and lengthy settlement meetings where it advanced perspectives specific to small business customers and contributed to the development of the Settlement Agreements in ways not addressed by other parties. Throughout the proceeding, SBUA made reasonable efforts to minimize duplication and ensured that its participation supplemented and expanded, rather than repeated, the positions of other stakeholders. For these reasons, the Commission should find that SBUA's perspectives and goals were necessarily different from other parties and supplemented and expanded, not duplicated, any efforts on common issues.		Noted; however, *See* Part III.D CPUC Comments, Disallowances, and Adjustments.

PART III: REASONABLENESS OF REQUESTED COMPENSATION

A. General Claim of Reasonableness (§ 1801 and § 1806) to be completed by Intervenor:

	CPUC Discussion
a. Intervenor's claim of cost reasonableness: SBUA actively participated in the proceeding from 2024 through 2026, with the primary objective of protecting and advancing the interests of small business ratepayers, an essential customer class in GRC Phase 2 proceedings. To that end, SBUA necessarily actively engaged in extensive settlement meetings to the resolution of the proceeding. SBUA's compensation request seeks an award for approximately 283.75 hours of professional work related to the proceeding, excluding compensation hours. The Commission should find this reasonable because SBUA dedicated considerable resources, with both internal staff and outside consultants, to analyze complex technical and regulatory issues, attend numerous time-intensive settlement meetings, and draft substantive testimony in response to the scoped issues. As demonstrated above, the Commission explicitly cited, analyzed, and adopted the Settlement Agreements, which are reflective of many of SBUA's testimony positions in its Decisions. These substantive contributions merit the requested compensation given the significant long-term implications for small business ratepayers who will benefit from the Settlement Agreements.	Noted
b. Reasonableness of hours claimed: SBUA devoted the resources of two attorneys and one expert to participate in the proceeding. Considering the importance of this docket to small business customers, SBUA submits that the hours these professionals dedicated reflect a reasonable and efficient use of resources. These hours are warranted given the proceeding's complexity and technical demands, which required significant expertise, detailed analysis, and active engagement across multiple working groups. SBUA Litigation Supervisor, Jennifer Weberski, an employee of SBUA with over 25 years of regulatory experience, worked on legal filings and coordinated SBUA's settlement engagement. Based on SBUA's participation in related rate proceedings and her decades of legal expertise, Ms. Weberski efficiently managed SBUA's participation and devoted a reasonable amount of time.	Noted. However, *see* Part III.D CPUC Comments, Disallowances, and Adjustments.

	CPUC Discussion
SBUA secured outside expert Michael Brown to prepare written direct testimony. Michael Brown analyzed SCE's proposals, led development of SBUA's testimony, engaged in discovery, and otherwise assisted in developing SBUA's recommendations throughout the negation process. *See* Attachment 3 (SBUA contract with Mr. Brown). SBUA also engaged outside General Counsel James Birkelund, who provided high-level strategic direction and coordinated with SBUA's team on legal strategy. His claimed hours include strategic review and input into litigation and settlement positions, including analysis and refining expert testimony and settlement terms affecting small commercial customers. These hours were justified for SBUA's participation in a highly complex, multi-settlement rate-design proceeding. Where Mr. Birkelund and Ms. Weberski conferred, Ms. Weberski wrote off her time, so those conferrals are billed only once. In the exercise of billing judgment, SBUA has excluded more than twenty hours of Mr. Birkelund's time incurred during the proceeding and an additional ten hours of pre-application time related to SCE workshops that included feasibility studies concerning the GS-1 tariff. Mr. Birkelund is employed by E&E Law Corp. (E&E Law), which represents SBUA in this matter on a contingency basis at prevailing market rates. *See* Attachment 4 (Statement of Work detailing contractual terms). SBUA has weekly strategy meetings with outside counsel and in-house employees regarding litigation cases, including the advisability of settlement and SBUA's settlement terms in this case. SBUA's Executive Director, Britt Marra, executed the Settlement Agreements. SBUA is not seeking compensation for Ms. Marra's time.	
c. Allocation of hours by issue: SBUA asserts that the time entries below accurately reflect its participation in this proceeding. SBUA employee Jennifer Weberski reviewed the entries and prepared the categories reflected below. 1) Marginal Costs Issues 2) Revenue Allocation Issues 3) Small business rates design issues 4) Hearings/PHC 5) General Participation	Noted

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate $**	**Total $**
Jennifer Weberski (attorney and employee)	2024	33.1	$735	D.25-06-029	$24,328.50	30.1 [4]	$735 [1]	$22,123.50
Jennifer Weberski (attorney and employee)	2025	78.95	$760	As above, escalated by 3.46% for 2025	$60,002.00	68.95 [4]	$760 [1]	$52,402.00
Jennifer Weberski (attorney and employee)	2026	1.35	$785	As above, escalated by 3.35% for 2026	$1,059.75	1.35	$785 [1]	$1,059.75
Michael Brown (outside expert)	2024	129.7	$325	D.25-05-023 setting rate at $310/hr., escalated by 4.07% for 2024	$42,152.50	129.7	$325 [2]	$42,152.50
Michael Brown (outside expert)	2025	14.4	$335	As above, escalated by 3.46% for 2025	$4,824.00	14.4	$335 [2]	$4,824.00
James Birkelund (outside General Counsel)	2024	5.75	$800	D.24-12-069	$4,600.00	3 [4]	$800 [3]	$2,400.00
James Birkelund (outside General Counsel)	2025	19.75	$830	D.25-07-036	$16,392.50	8.5 [4]	$830 [3]	$7,055.00
James Birkelund (outside General Counsel)	2026	0.75	$860	As above, escalated by 3.35% for 2026	$645.00	0.5 [4]	$860 [3]	$430.00
					Subtotal: $154,004.25			***Subtotal:* $132,446.75**

CLAIMED						CPUC AWARD		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate $**	**Total $**
Jennifer Weberski	2024	1.5	$367.5	50% of 2024 rate	$551.25	1.5	$367.50	$551.25
Jennifer Weberski	2026	18.5	$392.5	50% of 2026 rate	$7,261.25	18.5	$392.50	$7,261.2
					Subtotal: $7,812.50			***Subtotal: $7,812.50***
					TOTAL REQUEST: $161,816.75			***TOTAL AWARD: $140,259.25***

*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.	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 Attorneys & Experts
Attachment 3	Contract with Michael Brown

[2] This information may be obtained through the State Bar of California's website at https://apps.calbar.ca.gov/attorney/LicenseeSearch/QuickSearch.

[3] SBUA's attachments not attached to the final Decision.

Attachment or Comment #	Description/Comment
Attachment 4	Statement of Work with E&E Law

D. CPUC Comments, Disallowances, and Adjustments

Item	Reason
[1] Jennifer Weberski (Weberski) 2024, 2025 and 2026 Hourly Rates & Intervenor Compensation Rates	D.25-03-029 approved a 2024 hourly rate of $735 for Weberski. SBUA requests a 2025 hourly rate of $760 for Weberski in the role of Legal - Attorney – V. We apply 2025 escalation factor 3.46% to the 2024 rate of $735 approved here for a 2025 rate of $760 (rounded to the nearest $5). SBUA requests a 2026 hourly rate of $785 for Weberski in the role of Legal - Attorney – V. We apply 2026 escalation factor 3.35% to the 2025 rate of $760 approved here for a 2026 rate of $780 (rounded to the nearest $5). As Intervenor Compensation Claim Preparation hours are compensated at ½ preparer's normal hourly rate, we apply the rate of $390 for Weberski.
[2] Michael Brown (Brown) 2024 and 2025 Hourly Rates	SBUA has provided the consulting services agreement for Michael Brown's consulting services (Law Offices of Michael Brown) for this proceeding. The agreement shows a billed rate of $325 per hour in 2024 and $335 in 2025. As such, we approve the 2024 rate of $325 and 2025 rate of $335 for Brown. The award determined herein for the consultant's contribution in this proceeding shall be paid in full to the consultant, and no portion of this part of the award shall be kept by the intervenor. 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.
[3] James Birkelund (Birkelund) 2024, 2025 and 2026 Hourly Rates	SBUA has confirmed that James Birkelund is a consultant and provided a statement of work that indicated 2024, 2025 and 2026 hourly rates of $800, $830 and $860 respectively. Given the 2024 Legal Director - IV rate range is $545.91 to $860.03 with a median of $699.57, we find the 2024 hourly rate of $800.00 to be reasonable. Given the 2025 Legal Director - IV rate range is $570.12 to $884.24 with a median of $723.78, we find the 2025 hourly rate of $830.00 to be reasonable. Given the 2026 Legal Director - IV rate range is $594.36 to $908.48 with a median of $748.02, we find the 2026 hourly rate of $860.00 to be reasonable. The award determined herein for Birkelund's contribution in this proceeding shall be paid in full to the consultant, and no portion of this part of the award

Item	Reason
	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] Inefficient and Duplication of Effort and Lack of Substantial Contribution – Birkelund and Weberski hours	**Inefficient and Duplication of Effort:** The Commission compensates intervenors for reasonable and efficient participation that contributes to the development of the record and aids in decision-making. However, we find that SBUA's claimed hours reflect unnecessary duplication of effort that did not provide significant additional value. SBUA's internal staff worked on the same issues and participated in activities where only one representative would have been sufficient, given the relative simplicity or limited scope of the issues involved. Both Birkelund and Weberski work on similar tasks and this level of staffing resulted in unnecessary, redundant, and inefficient participation that did not provide added value to the proceeding. Accordingly, we find that the involvement of multiple representatives in these instances was not justified and resulted in excessive hours. SBUA is reminded that the Commission awards compensation for efficient efforts that contribute to proceeding outcomes, and that SBUA's work should be sufficiently streamlined to prevent an excess of hours claimed. In the past, the Commission has disallowed inefficient activities and applied reductions to intervenor hours that reflect excessive internal duplicative efforts, such as "numerous internal communications, review of each other's documents, working on the same materials, engaging in the same tasks and participating in the same events." (See D.12-03-024 at 24-25). Birkelund's and Weberski's 2024 and 2025 hours are reduced in consideration of duplicative efforts that were unnecessary, redundant, and inefficient, including overlapping document review, repeated internal communication, and strategy meetings. Therefore, we have reduced Birkelund's and Weberski's claimed hours as specified below. **Lack of Substantial Contribution:** Birkelund claims a total of 26.25 hours of work dedicated to D.26-04-033. A substantial portion of these hours primarily consist of reviewing filings, conferring with co-counsel, and conducting research. Furthermore, the record indicates that most substantive documents were drafted by Weberski, making it unclear how Birkelund's efforts independently contributed to the Commission's deliberations or the contributory Decision. The Commission compensates for efficient effort that materially contribute to the proceedings' outcomes and disallows hours that are duplicative, excessive and lack contribution to the underlying decision.

<table>
<tr><th>Item</th><th>Reason</th></tr>
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Public Utilities Code §1802(j) states a substantial contribution “has substantially assisted the commission in the making of its order or decision because the order or decision has adopted in whole or in part one or more factual contentions, legal contentions, or specific policy or procedural recommendations presented by the customer.” “[T]o be eligible for compensation, the statute requires that the customer have made a ‘substantial contribution’ to the PUC’s proceedings, as the PUC determines. “Substantial contribution’ means that, in the judgment of the commission, the customer’s presentation has substantially assisted the commission in the making of its order or decision….”

Although SBUA made a substantial contribution to the proceeding, the record does not demonstrate that Birkelund’s individual efforts significantly assisted the Commission’s decision-making to support the hours claimed. Therefore, we have reduced his claimed hours as specified below.

<u>Total Reductions:</u>
<table>
<tr><th>Item</th><th>Year</th><th>Total Hours</th><th>Hours Disallowed Due to Duplication and Lack of Substantial Contribution</th><th>Total Hours Awarded</th></tr>
<tr><td>Jennifer Weberski</td><td>2024</td><td>33.1</td><td>3</td><td>30.1</td></tr>
<tr><td>Jennifer Weberski</td><td>2025</td><td>78.95</td><td>10</td><td>68.95</td></tr>
<tr><td>Jennifer Weberski</td><td>2026</td><td>19.85</td><td>0</td><td>19.85</td></tr>
<tr><td>James Birkelund</td><td>2024</td><td>5.75</td><td>2.75</td><td>3</td></tr>
<tr><td>James Birkelund</td><td>2025</td><td>19.75</td><td>11.25</td><td>8.5</td></tr>
<tr><td>James Birkelund</td><td>2026</td><td>0.75</td><td>0.25</td><td>0.5</td></tr>
</table>
</td></tr>
<tr><td>[5] Intervenor Responsibility for Transparency and Accuracy in Compensation Requests</td><td>
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 representations, particularly regarding consultant agreements and payments, as it does not have the resources to review every contract or non-standard arrangement in detail.

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
</td></tr>
</table>

Item	Reason
	violation, misstatements may still be actionable. Dishonest or misleading claims not only risk denial of compensation but may also subject the intervenor to penalties. The Commission has clear authority to audit intervenors' books and records to verify the basis for any award. Intervenors 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.

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 in some aspects to D.26-04-033.

2. The requested hourly rates for Small Business Utility Advocates' representatives, as adjusted herein, 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, as adjusted herein, are reasonable and commensurate with the work performed.

4. The total of reasonable compensation is $140,259.25.

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 $140,259.25.

2. Within 30 days of the effective date of this decision, Southern California Edison 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 September 15, 2026, the 75th day after the filing of Small Business Utility Advocates' request, and continuing until full payment is made.

This decision is effective today.

Dated October 29, 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:	D2610067	**Modifies Decision?**	No
Contribution Decision(s):	D2604033		
Proceeding(s):	A2403019		
Author:	ALJ Marcelo Lins Poirier		
Payer(s):	Southern California Edison Company		

Intervenor Information

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Small Business Utility Advocates	7/2/26	$161,816.75	$140,259.25	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	$735	2024	$735
Jennifer	Weberski	Attorney	$760	2025	$760
Jennifer	Weberski	Attorney	$785	2026	$785
Michael	Brown	Expert	$325	2024	$325
Michael	Brown	Expert	$335	2025	$335
James	Birkelund	Attorney	$800	2024	$800
James	Birkelund	Attorney	$830	2025	$830
James	Birkelund	Attorney	$860	2025	$860

(END OF APPENDIX)