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Decision 98-04-029 April 9, 1998

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Establish Standards of Conduct Governing Relationships Between Energy Utilities and Their Affiliates.	Rulemaking 97-04-011 (Filed April 9, 1997)
Order Instituting Investigation to Establish Standards of Conduct Governing Relationships Between Energy Utilities and Their Affiliates.	Investigation 97-04-012 (Filed April 9, 1997)

ORIGINAL

OPINION ON EMERGENCY MOTION OF OFFICE OF RATEPAYER ADVOCATES (ORA) AND THE UTILITY REFORM NETWORK (TURN)

Summary

This decision addresses ORA and TURN's March 27, 1998 Emergency Motion for a Cease and Desist Order and Appropriate Sanctions Against Pacific Gas and Electric Company (PG&E). We grant ORA and TURN's motion in part and deny it in part. We find that a March 23, 1998 advertisement by PG& E Energy Services, which is the subject of the emergency motion, violates Rule V F of our affiliate transaction rules set forth in Decision (D.) 97-12-088. Because of some mitigating circumstances further discussed in this decision, we do not impose the injunctive relief requested by ORA and TURN as a result of the March 23 advertisement. We request more information and additional comments before we assess the appropriate monetary penalty.

This decision is narrow, and addresses only the March 23 advertisement on which ORA and TURN base their motion. This decision also gives further guidance on what we mean by "clearly legible" for printed material as set forth in Rule V F. PG&E, and other utilities subject to D.97-12-088 have filed

compliance plans for our review by means of an Advice Letter. Our review process of the advice letters is underway, and this decision does not address the adequacy of the compliance plans.

Background

On March 27, 1998, ORA and TURN filed an Emergency Motion for a Cease and Desist Order and Appropriate Sanctions Against PG&E (emergency motion). The Assigned Administrative Law Judge (ALJ) granted ORA's and TURN's request for a shortening of the response time and directed parties to file responses no later than noon, April 3, 1998. On April 1, 1998, PG&E Energy Services and PG&E Corporation jointly (PG&E Corp.) filed a response in opposition to the emergency motion. No other party filed a response to the motion. On April 3, 1998, at 10:00 a.m., ORA and TURN filed a reply to PG&E Corp.'s opposition, after obtaining permission from the ALJ. On April 6, 1998, PG&E Corp. filed a supplemental response, without seeking permission. We permit the supplemental response to be filed.

ORA and TURN state that PG&E has permitted PG&E Energy Services to use the PG&E name and logo in a manner inconsistent with the rule adopted in this proceeding in D.97-12-088. In view of what they believe to be the serious and irreparable harm caused by PG&E's violation of the rule, ORA and TURN request that the Commission immediately bar further advertising by PG&E Energy Services using the utility name and logo until such time as PG&E has demonstrated its ability and intention to comply with the rule.

ORA and TURN reference a quarter-page newspaper advertisement which appeared in the *San Francisco Examiner* on March 23, 1998.[1] ORA and TURN note that the disclaimer required by Rule V F to appear with an affiliate's use of the utility's name and logo appears in very small, illegible type on the left side of the advertisement, where readers have to either turn the newspaper or their heads to read it. ORA and TURN maintain that the advertisement reflects a deliberate effort to hide the required disclaimer, not an inadvertent violation of the rules. ORA and TURN state that the harm to the developing competitive market and eventually to consumers cannot be measured, because this advertisement appeared barely one week before the opening of the direct access market to competition, and PG&E has permitted its affiliate to capitalize on the utility name and logo without providing the Commission-required protection.

ORA and TURN believe that this is a knowing violation of the rules which is causing irreparable harm. Pursuant to, *inter alia*, Public Utilities Code (PU Code) §§ 701, 702, 2106, and 2107, as well as Code of Civil Procedure § 526, in order to prevent further harm, ORA and TURN request that the Commission order PG&E to immediately halt the use of the utility name and logo in advertising by PG&E Energy Services until PG&E demonstrates compliance with the affiliate rules. ORA and TURN believe that continuance of this violation would cause great and irreparable harm for which pecuniary compensation would be inadequate, even assuming the amount of harm could be calculated. ORA and TURN also request the Commission determine the appropriate penalty

[1] A copy of this advertisement is attached as Attachment A to this decision. Because this copy was reproduced from the motion, it is of poorer quality than it would have been if reproduced from the original advertisement.

in our upcoming rulemaking addressing penalty and complaint provisions which we discussed in D.97-12-088.

On April 1, 1998, PG&E Corp. filed a response.[3] First, PG&E Corp. makes the general point that it strives for full compliance with the letter and spirit of the affiliate rules. The filing notes that in the comments that led to the adoption of D.97-12-088, PG&E Energy Services supported the use of disclaimers and even suggested some of the language the Commission adopted in the affiliate transaction rules.

PG&E Corp. explains that since the Commission issued D.97-12-088, all promotional literature used by PG&E Energy Services has included the disclaimer. PG&E Corp. submitted copies of other print and recruiting advertisements, as well as transcripts of radio advertisements and business cards, which all display the disclaimer. PG&E Corp. states it has informed employees of the importance of the affiliate rules and the importance of full compliance by memo, slide presentation, and orally at meetings.

PG&E Corp. argues that the March 23 advertisement in question (Attachment A) should be viewed in the context of its overall attempt to comply with the affiliate rules. As to the March 23 advertisement in question, PG&E Corp. admits that the disclaimer is small and the advertisement was poorly executed, but states that the print was intended to be legible. PG&E Corp. submitted the proof to the advertisement where the disclaimer's color does not blend in as much with the background, and states that the legibility of the

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[3] PG&E Energy Services and PG&E Corp. explain that while the emergency motion was directed to PG&E, it relates to issues of affiliate implementation of the disclaimer requirements of PG&E's affiliate rules compliance plan rather than to the adequacy of the compliance plan itself. Therefore, PG&E Energy Services and PG&E Corp. respond on PG&E's behalf to the implementation of the disclaimer rules.

disclaimer became insufficient in the printing process, particularly given the lower contrast and quality of newsprint.

PG&E Corp. states that as soon as the advertisement ran in the newspapers, executives at PG&E Energy Services, PG&E Corp., and PG&E recognized the advertisement was not satisfactory. Prior to the filing of the emergency motion, PG&E Corp. implemented procedures, such as a preclearance policy, to ensure that these problems would not happen again. PG&E Corp. also argues that any potential customer confusion from the March 23 advertisement is minimal. PG&E Corp. explains that advertisement gives any potential customers only two means to contact PG&E Energy Services: its phone number and web site. At both locations, potential customers would either hear or read the disclaimer. PG&E Corp. further explains that because some national magazines had already been printed, it was impossible to stop or change the graphics and disclaimers in some forthcoming advertisements, which are nearly identical to the March 23 advertisement in question. However, PG&E Corp. cancelled a second group of national advertisements with the same format and graphic earlier this week.

PG&E Corp. believes that the sanctions and penalties requested by ORA and TURN are unwarranted, based on its contention that its violation of the rules was not intentional but inadvertent, that it took remedial actions, and that it has not demonstrated a pattern and practice of attempting to undermine the affiliate rules. PG&E Corp. also sets forth its general objective targets of legibility for the disclaimer in future print advertising. PG&E Corp. states that, unless this Commission directs otherwise, all future print advertising will include the required disclaimer at a target font size of eight points, subject to remaining proportionate to the size of the document (e.g., eight points may be too small for a full-page newspaper advertisement and too large for a business card).

In their reply, ORA and TURN argue that PG&E Corp.'s response continues a pattern of empty assurances PG&E has offered throughout this proceeding. ORA and TURN note that PG&E, the utility, is responsible for compliance with the affiliate transaction rules, and that it is inadequate for the corporation and energy services affiliate to respond to the motion on behalf of the utility. ORA and TURN dispute PG&E Corp.'s argument that no injury could result from PG&E's violation of the rules. They state that the harm caused by affiliates capitalizing on the market position of the monopoly through use of the name and logo is clearly recognized by D.97-12-088, and not minimized by the fact that eventually those customers who contact the affiliate would hear the disclaimer. ORA and TURN also argue that the absence of objective measures of legibility is not the problem here, but that even the eight point type suggested by PG&E would be too small in almost all instances. ORA and TURN believe that in the examples of other disclaimers set forth by PG&E Corp. in its response which are supposed to prove compliance, the disclaimer print is too small to be clearly legible. ORA and TURN state that if the Commission wants to consider further standardizing the requirements on what is clearly legible, it should do so after receiving comments from the parties.

Discussion

Rule V F of our affiliate transaction rules addresses corporate identification and advertising. (D.97-12-088, Appendix A at p. 11.) Rule V F states:

"F. Corporate Identification and Advertising:

"1. A utility shall not trade upon, promote, or advertise its affiliate's affiliation with the utility, nor allow the utility name or logo to be used by the affiliate or in any material circulated by the affiliate, unless it discloses in plain legible or audible language, on the first page or at the first point where the utility name or logo appears that:

"a. the affiliate 'is not the same company as [i.e. PG&E, the Gas Company, etc.], the utility,'

"b. the affiliate is not regulated by the California Public Utilities Commission; and

"c. 'you do not have to buy [the affiliate's] products in order to continue to receive quality regulated services from the utility.'

"The application of the name/logo disclaimer is limited to the use of the name or logo in California."

In D.97-12-088, we explained that "the disclaimer must appear clearly and legibly the first time in an advertisement that the name or logo appears, even if the logo is used alone (i.e., stamped on a particular good.) If the disclaimer is not clearly legible, then the promotion should not be used." (D.97-12-088, *slip op.* at 46.)

PG&E Corp. does not dispute that its March 23 advertisement, as it appeared in the newspaper, violates Rule V F. Thus, we do not need to discuss further the issue of whether the advertisement, as it appeared on the March 23, violates Rule V F. However, we must address other problems with the March 23 advertisement which PG&E Corp. does not recognize, as well as what remedy, if any, is appropriate here.

PG&E Corp. explains that such violation was inadvertent, not part of a pattern and practice , and that it has taken steps within PG&E Corp. to mitigate the problem and to ensure that such violation does not happen again. It therefore believes that the Commission should not impose the sanctions and penalties proposed by ORA and TURN.

We appreciate PG&E Corp.'s prompt response to the motion and its admission that the March 23 advertisement, as it appeared in the newspaper, violates Rule V F. We also commend PG&E Corp., immediately after the March 23 advertisement appeared in the newspaper, for recognizing the problems with the advertisement, and for stopping the publication of similar advertisements to the extent possible. We recognize that in response to the March 23 advertisement, but prior to the filing of this emergency motion, PG&E established a preclearance review policy pursuant to which all future advertisements will be reviewed by the Vice President of Corporate Communications for PG&E Corp., the Manager of Legal Compliance and Business Ethics for PG&E Corp., and the Vice President and General Counsel of PG&E Energy Services.[3]

However, this information does not directly address the issue of how PG&E permitted this March 23 advertisement to be published to begin with. Also, the only problem PG&E Corp. acknowledges with the March 23 advertisement is that it is illegible as printed, given the lower contrast and quality of the newsprint.

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[3] We recognize that PG&E's filed its compliance plan pursuant to D.97-12-088 with the Energy Division as an Advice Letter, which Advice Letter is still pending. We do not rule on the adequacy of the compliance plan here.

PG&E Corp. does not acknowledge at least two other barriers to a consumer's ability to read and comprehend the disclaimer. PG&E Corp. does not acknowledge that even in the proof of the advertisement (see Exhibit 14 to PG&E Corp.'s response), the font of the disclaimer is too small to be legible, given the size of the advertisement. For instance, the font size of the disclaimer is smaller than some, and about the same size as other, small power lines in the background of the advertisement. Also, the disclaimer runs vertically up the side of the page and is printed sideways, where, if the reader even noticed it, the reader would have to turn his or her head or the newspaper to read the disclaimer. PG&E Corp. explained that the disclaimer was deliberately turned vertically so that it would not be lost in the background of the advertisement. However, the solution there could also have been to frame or block off the disclaimer at the bottom of the advertisement, or to redesign the advertisement to place a legible disclaimer horizontally, so that the reader could more easily read the disclaimer in the same fashion as the rest of the advertisement. As we stated in D.97-12-088, *slip op.* at p. 46, "if the disclaimer is not clearly legible, then the promotion should not be used."

Frankly, we are disappointed with PG&E that this advertisement "slipped through the cracks." When PG&E was asked about potentially misleading joint use of the utility name and logo in a PG&E Energy Services advertisement at the oral argument held on September 4, 1997, before the Commission's adoption of D.97-12-088, the PG&E representative agreed he was not comfortable with the promotion, and noted that PG&E has taken steps to remedy this type of presentation in its current marketing materials. (See D.97-12-088, *slip op.* at p. 44.) Now, in response to this March 23 advertisement, run at least seven months after the oral argument, PG&E is again telling us it has taken even further steps to cure another problem. While we applaud PG&E for taking the additional remedial

steps, at this point, it is not a total remedy for PG&E's violation here of our affiliate rules. Nor do we agree with PG&E that there is no possibility of harm because once potential consumers contact PG&E Energy Services by the means set forth in the advertisement, they would read or hear the disclaimer. As we stated in D.97-12-088, *slip op.* at 45-46, "customers should not be required to ask questions to clarify a confusing or possibly misleading promotion. They should not be confused or misled to begin with."

We are also disappointed with many of the other promotional materials PG&E Corp. has submitted with its motion to attempt to demonstrate compliance with our rules. (See Attachment B to this decision for an example.) Although the disclaimer appears on each promotion, the font is generally smaller than any other typeface on the promotion and is extremely difficult to read. We are, however, pleased to note that in at least one instance, namely, at PG&E Energy Service's web site, the disclaimer is in larger type and is legible. (See Attachment 12 to PG&E Corp.'s opposition.)

We put PG&E Corp. and the other utilities subject to D.97-12-088 on notice that we do not view the bulk of these disclaimers as being in compliance with Rule V F, because they are quite difficult to read – in short, they are not clearly legible. Frankly, these additional promotional material undercut PG&E Corp.'s assertion on page 3 of its opposition that it has been "promoting its disclaimer with the same enthusiasm that it has been promoting its products."

PG&E Corp. recognizes this general problem when it states that it will not serve the Commission or its affiliate rule policies well to have future disagreements over the legibility of disclaimers in print advertising. PG&E Corp. advises the Commission that unless directed otherwise, it intends to use what it terms an objective target of legibility for the disclaimer in future print advertising. PG&E Corp. advises us that all of its print advertising will include

the required disclaimer at a target font size of eight points, subject to remaining proportionate to the document. For instance, eight points may be too small for a full-page newspaper advertisement and too large for a business card.

When we initially adopted Rule V F, we could have placed more specific criteria for legibility in the rule. However, we generally do not want to appear to micromanage the utilities, but rather, prefer to set forth clear rules by which the utilities can comply with the letter and spirit of the decision. Here, our goal is to achieve timely compliance with our rules, not to have a multitude of proceedings such as this where we are called upon to enforce our rules piecemeal with respect to particular promotional materials. Therefore, we will more clearly explain what we mean by "clearly legible" (see D.97-12-088, *slip op.* at p. 46) in printed material as it relates to Rule V F. We clarify the standard for "legible" to mean that the disclaimer must be sized and displayed commensurate with the "signature" (i.e., the logo or name identification), so that the disclaimer is no smaller than ¾ the size of the type which first displays the name or logo, and is positioned so that the reader will naturally focus on the disclaimer as easily as the "signature." The disclaimer shall not be displayed upside down, sideways, in a different language, or in any other way which would have the effect of minimizing its appearance.

ORA and TURN propose that we enjoin PG&E from permitting PG&E Energy Services to use the utility name and logo until PG&E can further demonstrate compliance with Rule V F. ORA and TURN also believe that PG&E should be subject to further sanctions in the new rulemaking we intend to open regarding special complaint procedures and remedies to enforce our affiliate transaction rules. Given the remedial actions PG&E Corp. has taken and the

further assurances PG&E Corp. has given us in its opposition to this motion regarding the oversight steps it is taking to ensure future problems do not arise,[4] we are willing to give PG&E the benefit of the doubt at this time, and do not impose an injunction on the affiliate's use of PG&E's name and logo as a result of this motion. However, we expect immediate compliance with our rules by PG&E, as well as the other utilities subject to D.97-12-088.

We deny ORA's and TURN's request to defer the issue of other appropriate sanctions to the new rulemaking we anticipate we will commence in early April. The purpose of that rulemaking is to address generic rules regarding special complaint procedures and remedies, not to enforce an individual violation of these rules.[5] Therefore, we address the issue of other appropriate penalties now.

Pursuant to PU Code § 2107, the Commission may impose penalties of not less than $500 nor more than $20,000 for each offense, on jurisdictional corporations which fail to comply with a Commission order. PU Code § 2108 defines each violation of a Commission order to be a separate offense, and in the case of a continued violation each day's continuance thereof shall be a separate offense. Here, it is unclear how many "offenses" occurred, since PG&E Corp.

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[4] These further assurances include the additional review process PG&E Corp. has instituted. We note that the Commission is reviewing in more detail all the utilities' compliance plans filed in response to D.97-12-088, and we may require the utility to take even further steps as a result of our more detailed review of those compliance plans, which we do not do here.

[5] We similarly question the procedural vehicle ORA and TURN used in this case to obtain enforcement of our rules – namely, filing a motion in a rulemaking which developed the rules. However, because of the need to address these violations as soon as possible, we did not in this case exalt form over substance. Parties may comment on special complaint procedures and penalty provisions in our new rulemaking, as more fully scoped by that rulemaking.

admits the advertisement in question ran in more publications than the *San Francisco Examiner*, but does not otherwise quantify the extent of publication. In any event, it is clear that PG&E Energy Services invested a lot of money into this advertisement campaign.

Also, advertisements serve to educate consumers about their various options in the marketplace. Consumers may not act on a single advertisement immediately, but may store information they receive from a variety of sources, including the advertisement in question, before they make their purchasing decisions in the marketplace. Thus, as we state above, we do not believe that the harm caused by PG&E's violation of Rule V F is necessarily cured because once potential consumers contact PG&E Energy Services by the means set forth in the advertisement, they would read or hear the disclaimer.

However, we do not have sufficient information on this record to assess an appropriate monetary penalty today. PG&E Corp. admits that it was impossible for it to stop all "nearly identical" advertisements from publication. Therefore, no later than April 21, 1998, PG&E is directed to file with this Commission and to serve on all parties to this proceeding a list of each publication in which the March 23, 1998, advertisement or a "nearly identical" advertisement was or will be published, as well as the date or dates of publication, and the California circulation figure for each publication. (See PG&E Corp. opposition at p. 7, note 2.)[4] No later than May 6, 1998, interested parties may file comments as to what they believe is the appropriate monetary penalty for the Commission to

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[4] We recognize that PG&E Corp.'s supplemental response contains some, but not all the requested information. We clarify that the filing we request PG&E to make should include all of our requested information, including but not limited to, each publication where the March 23, 1998 advertisement, or a "nearly identical" advertisement was published, as well as where it will be published.

impose on PG&E in light of the totality of the circumstances in this case. Parties should clearly set forth their rationale in arriving at a specific monetary figure. Parties may file reply comments no later than May 18, 1998.

In making our determination of the appropriate fine or penalty to impose, we also need to better understand how this violation came to occur. PG&E Corp. tells us that there were adequate controls in place before the advertisement was placed, and provides documentation on this issue. The company now says its process has improved. However, based on the filing, we do not know whether this violation was willful, inadvertent, or occurred for some other reason. Therefore, PG&E is directed to include in its April 21, 1998, filing documentation on this issue. Parties may respond to this point as well in making their recommendations pursuant to the briefing schedule set forth above.

Findings of Fact

1. The disclaimer set forth on the PG&E Energy Service March 23, 1998 advertisement is illegible because it is too small, the type blends into the background, and the text is placed vertically, instead of horizontally, and is printed sideways, where it is extremely difficult to read.

2. Our goal is to achieve timely compliance with our affiliate transaction rules, not to have a multitude of proceedings such as this where we are called upon to enforce our rules piecemeal with respect to particular promotional materials.

3. In addition to the direction set forth in D.97-12-088, legible, in the context of printed materials as it relates to Rule V F, means that the disclaimer must be sized and displayed commensurate with the "signature" (i.e., the logo or name identification), so that the disclaimer is no smaller than ¾ the size of the type which first displays the name or logo, and is positioned so that the reader

will naturally focus on the disclaimer as easily as the "signature." The disclaimer shall not be displayed upside down, sideways, in a different language, or in any other way which would have the effect of minimizing its appearance.

4. Given the further remedial action PG&E Corp. has taken and the further assurances PG&E Corp. has given us in its opposition to this motion regarding the oversight steps it is taking to ensure future problems in implementing Rule V F, we do not impose an injunction on the affiliate's use of PG&E's name and logo as a result of this motion. However, we expect immediate compliance with our rules by PG&E, as well as the other utilities subject to D.97-12-088.

Conclusions of Law

1. As a result of the March 23, 1998 advertisement, PG&E violated Rule V F of our affiliate transaction rules adopted in D.97-12-088.

2. PU Code §§ 2107 and 2108 authorize the Commission to impose penalties on jurisdictional corporations that fail to comply with a Commission order.

3. ORA and TURN's March 27, 1998 Emergency Motion for a Cease and Desist Order and Appropriate Sanctions against PG&E should be granted in part and denied in part, as set forth in this decision.

4. No later than April 21, 1998, PG&E should file with this Commission and serve on all parties to this proceeding a list of each publication in which the March 23, 1998, advertisement or a "nearly identical" advertisement was or will be published, as well as the date or dates of publication, and the California circulation figure for each publication. PG&E should also include in its April 21, 1998, filing documentation on the reason for the violation of our affiliate rules,

(i.e., whether this violation was willful, inadvertent, or occurred for some other reason). No later than May 6, 1998, interested parties may file comments as to what they believe is the appropriate monetary penalty for the Commission to impose on PG&E in light of the totality of the circumstances in this case. Parties should clearly set forth their rationale in arriving at a specific monetary figure. Parties may file reply comments no later than May 18, 1998.

O R D E R

IT IS ORDERED that:

1. The Office of Ratepayer Advocates and The Utility Reform Network's March 27, 1998 Emergency Motion for a Cease and Desist Order and Appropriate Sanctions against PG&E is granted in part and denied in part, as set forth in this decision.

2. No later than 10 days from the mailing of this decision, Pacific Gas and Electric Company (PG&E) should, if necessary, amend its compliance plan filed pursuant to Decision (D.) 97-12-088 to ensure that it includes the recent assurances it has made to the Commission to ensure compliance with Rule V F of the affiliate transaction rules as set forth in D.97-12-088. Interested parties may respond to this amended plan.

3. No later than April 21, 1998, PG&E shall file with this Commission and serve on all parties to this proceeding a list of each publication in which the March 23, 1998, advertisement or a "nearly identical" advertisement was or will be published, as well as the date or dates of publication, and the California

circulation figure for each publication. PG&E shall also include in its April 21, 1998, filing documentation on the reason for the violation of our affiliate rules, (i.e., whether this violation was willful, inadvertent, or occurred for some other reason). No later than May 6, 1998, interested parties may file comments as to what they believe is the appropriate monetary penalty for the Commission to impose on PG&E in light of the totality of the circumstances in this case. Parties should clearly set forth their rationale in arriving at a specific monetary figure. Parties may file reply comments no later than May 18, 1998.

This order is effective today.

Dated April 9, 1998, at San Francisco, California.

RICHARD A. BILAS
President
P. GREGORY CONLON
JESSIE J. KNIGHT, JR.
HENRY M. DUQUE
JOSIAH L. NEEPER
Commissioners

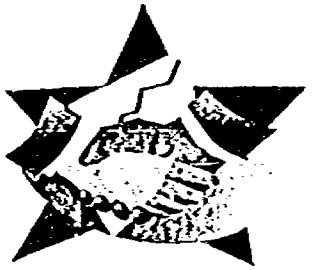
APPENDIX A


ATTENTION:
HIGH VOLTAGE
Especially now, due to the people at PG&E Energy Services. They're making energy work harder than ever. In fact, you'd be surprised how quickly they can find all sorts of ways for your business to use energy more efficiently – and save money. To see for yourself, please don't touch. Instead, call 1-888-743-3900 x200.
PG&E Energy Services
People with energy.
www.pgees.com

APPENDIX B

PG&E Energy Services

CUSTOMER STRATEGIES



Through a detailed technical understanding of energy rates and regulation, utility economics, and energy use, we can help you lower unit energy cost by 5 to 15 percent – sometimes up to 30 percent savings – through aggressive negotiation.

Take advantage of competition in the energy market and maximize cost savings.

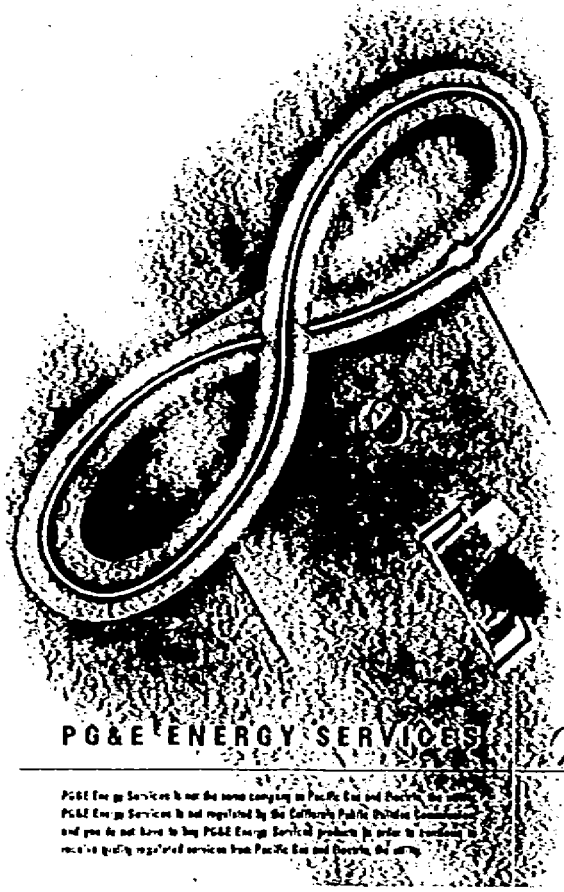
FEATURES AND BENEFITS:

- Lower unit energy costs by 5 to 15 percent — sometimes up to 30 percent — through aggressive negotiation.
- Support in negotiations for rate reductions.
- Negotiation leverage through competitor analysis, load profile analysis, cost-of-service analysis, and self-generation potential.
- Immediate energy cost savings through extensive rate analysis, costs, and consumer loads to find you the best energy tariff rates for your organization.
- Tracking energy deregulation nationwide to know who will be able to buy competitive priced energy and when.
- In-depth research and analysis to help plan and execute the most effective energy strategies.
- Workshops to help your organization become a more knowledgeable buyer of gas and electricity.
- Expertise you need to participate in deregulation efforts before regulatory and legislative bodies through position papers, briefs, and expert witness testimony.
- Lower costs through aggregating facilities, investing in more energy efficient equipment, or finding alternative sources of supply for gas and electricity.
- Be in the best position to take advantage of energy markets as they are opened to competition through being informed about deregulation changes across the country.

345 California Street Suite 3200
San Francisco, CA 94104
888 743 3900 Tel
888 317.4743 Fax
http://www.pgees.com

UNINTERRUPTIBLE POWER SUPPLY (UPS)

PROTECT YOUR SENSITIVE EQUIPMENT FROM POWER FLUCTUATIONS & OUTAGES.



PG&E ENERGY SERVICES