BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Rulemaking Regarding Whether, or Subject to What Conditions, the Suspension of Direct Access May Be Lifted Consistent with Assembly Bill 1X and Decision 01-09-060.	Rulemaking 07-05-025 (Filed May 24, 2007)
	NOT CONSOLIDATED
Order Instituting Rulemaking to Implement Portions of AB 117 Concerning Community Choice Aggregation.	Rulemaking 03-10-003 (Filed October 2, 2003)

OPENING BRIEF OF THE ALLIANCE FOR RETAIL ENERGY MARKETS, THE DIRECT ACCESS CUSTOMER COALITION, THE MARIN ENERGY AUTHORITY, BLUESTAR ENERGY AND PILOT POWER GROUP, INC. ON LEGAL ISSUES PERTAINING TO THE ELECTRIC SERVICE PROVIDER AND COMMUNITY CHOICE AGGREGATION BONDING REQUIREMENT

Daniel W. Douglass
Gregory S.G. Klatt
DOUGLASS & LIDDELL
21700 Oxnard Street, Suite 1030
Woodland Hills, California 91367
Telephone: (818) 961-3001
Facsimile: (818) 961-3004
Email: douglass@energyattorney.com

Attorneys for the
ALLIANCE FOR RETAIL ENERGY MARKETS
DIRECT ACCESS CUSTOMER COALITION
MARIN ENERGY AUTHORITY

AND ON BEHALF OF THE JOINT PARTIES

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In accordance with the *Amended Scoping Memo and Ruling of the Assigned Commissioner and Administrative Law Judge Amending the Scoping Memo and Reopening the Record* issued in Rulemaking ("R.") 03-10-003 on January 14, 2011 ("Amended Scoping Memo"), and the *Administrative Law Judge's Ruling Amending Procedural Schedule* issued in R.07-05-025 on January 7, 2011, the Alliance for Retail Energy Markets ("AReM"),[1] the Direct Access Customer Coalition ("DACC"),[2] the Marin Energy Authority, BlueStar Energy and Pilot Power Group, Inc. (hereafter collectively referred to as the "Joint Parties") submit this opening

[1] AReM is a California mutual benefit corporation formed by electric service providers that are active in California's direct access market. The positions taken in this filing represent the views of AReM but not necessarily individual members or the affiliates of its members with respect to the issues addressed herein.

[2] DACC is a regulatory alliance of educational, commercial, industrial and governmental end-use customers that utilize direct access for all or a portion of their electricity load requirements.

brief on legal issues pertaining to the Electric Service Provider ("ESP") and Community Choice Aggregation ("CCA") bonding requirement under Pub. Util. Code § 394.25(e).[3]

I. INTRODUCTION

In this opening brief, the Joint Parties address two legal issues pertaining to ESP/CCA bonding as required under § 394.25(e).[4] The first issue, as framed by the Amended Scoping Memo, is "whether the legal obligations arising under § 394.25(e) would apply differently" to ESPs and CCAs.[5] The Joint Parties' position is that the legal obligations of ESPs and CCAs arising under § 394.25(e) are the same. the Joint Parties note that the fact ESPs and CCAs are subject to the same legal obligations under § 394.25(e) does not preclude the Commission from adopting different methodologies for calculating the reentry fees for customers of ESPs and CCAs that are involuntarily returned to utility service. However, the Joint Parties note that due to similarities between the DA and CCA service models, it would be logical for the methodology for calculating the reentry fee to be the same in each case since in both cases - and with the same legal requirements - the bond (and therefore the methodology) should reflect only the actual costs that would otherwise be borne by the bundled ratepayers, reflecting any cost mitigation

[3] Unless otherwise stated, all statutory references are to the Public Utilities Code.

[4] Section 394.25(e) provides:

> If a customer of an electric service provider or a community choice aggregator is involuntarily returned to service provided by an electrical corporation, any reentry fee imposed on that customer that the commission deems is necessary to avoid imposing costs on other customers of the electrical corporation shall be the obligation of the electric service provider or a community choice aggregator, except in the case of a customer returned due to default in payment or other contractual obligations or because the customer's contract has expired. As a condition of its registration, an electric service provider or a community choice aggregator shall post a bond or demonstrate insurance sufficient to cover those reentry fees. In the event that an electric service provider becomes insolvent and is unable to discharge its obligation to pay reentry fees, the fees shall be allocated to the returning customers.

[5] Amended Scoping Memo, p. 3.

strategies undertaken by a DA provider, CCA provider or jurisdictional entity(ies) responsible for implementing a CCA program.

The second issue is whether under § 394.25(e), customers of ESPs that are involuntarily returned to utility service must be placed on their fully bundled applicable service tariff or whether they could be placed on Transitional Bundled Service ("TBS") for a transition period. . Specifically, the Direct Access Parties have made a comprehensive proposal[6] to address switching restrictions, minimum stay provisions, and ESP financial security arrangements, a feature of which is that direct access customers who are involuntarily returned to utility service would be placed on TBS for a period of up to six months. This approach is a simple way to avoid the imposition of any utility procurement-related costs on the "other customers" referred to in § 394.25(e), and to thereby limit "reentry fees" and the corresponding ESP bonding requirement to such amounts as necessary to cover the administrative costs, if any, associated with the involuntary return of customers to utility service. The Joint Parties' position is that nothing in § 394.25(e) bars the Commission from allowing involuntary returned direct access or community choice aggregation customers from being on TBS for a transition period and therefore nothing that would bar the Commission from adopting the Direct Access Parties' proposal.

[6] The Direct Access Parties are: Alliance for Retail Energy Markets (AReM), BlueStar Energy, California Alliance for Choice in Energy Solutions (CACES), California Large Energy Consumers Association (CLECA), California Manufacturers and Technology Association (CMTA), California State University (CSU), Direct Access Customer Coalition (DACC), Energy Users Forum (EUF), School Project for Utility Rate Reduction (SPURR), and Walmart, and the proposal was submitted on to Working Group I members via e-mail on October 17, 2010..

II. ANALYSIS AND ARGUMENT

A. The Legal Obligations Arising Under § 394.25(e) Are the Same for ESPs and CCAs.

Section 394.25(e) imposes two legal obligations on ESPs and CCAs in connection with customers that are *involuntarily* returned to utility commodity service.[7] Both obligations relate to the reentry fee, if any, the Commission "deems is necessary to avoid imposing costs on other customers of the electrical corporation." The first is an obligation to pay the reentry fees, if any, imposed on the ESP's or CCA's customers that are returned to utility service involuntarily.[8] The second is an obligation for the ESP or CCA, as a condition of registration with the Commission, to "post a bond or demonstrate insurance sufficient to cover those reentry fees." The operative language of § 394.25(e) that creates these two obligations refers to both ESPs and CCAs without making any distinctions between them.[9] Accordingly, there is no basis in § 394.25(e) for differentiating between ESPs and CCAs in terms of their basic legal obligations under the statute.

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[7] The return of an ESP's customer to the service of the customer's Utility Distribution Company ("UDC") would be "involuntary" for purposes of Section 394.25(e) only in the limited circumstances where the customer's UDC has initiated the DASR process to return the customer to UDC bundled service due to one of the following events:

a) the Commission has revoked the registration of the customer's ESP;

b) the ESP-UDC Agreement of the customer's ESP has been terminated; or

c) the customer's ESP or its authorized CAISO Scheduling Coordinator ("SC") has defaulted on its CAISO SC obligations, such that the ESP is no longer has an appropriately authorized CAISO SC.

[8] Section 394.25(e) contains an exemption to this obligation in cases where the customer is returned to utility service where a customer is returned to utility service "due to default in payment or other contractual obligations or because the customer's contract has expired."

[9] AReM notes, however, that Section 394.25(e) contains one provision that refers solely to ESPs: "In the event that an electric service provider becomes insolvent and is unable to discharge its obligation to pay reentry fees, the fees shall be allocated to the returning customers."

B. Nothing in § 394.25(e) Supports an Interpretation that "Other Customers" Includes Direct Access Customers Who Are Involuntarily Returned to Utility Service.

On July 12-13 2010, the Energy Division held a workshop on Phase III issues. At the workshop, the Phase III issues were split into three working groups, with Working Group 1 covering switching rules, TBS rate updates and the ESP bonding requirement. Since the July 12-13 workshop, the parties have met three times to discuss Working Group 1 issues, on August 30, 2010, September 20, 2010 and then again on October 18, 2010, with representatives from various customer groups, ESPs and the IOUs all in attendance. The Direct Access Parties submitted a comprehensive proposal for Working Group I's discussion, including the proposal that customers of ESPs that are involuntarily returned to utility service would be placed on TBS for up to six months.[10] Because TBS service is essentially the market price of power, having the involuntarily returned customers take this service ensures that the utilities' bundled customers are not subject to the risk that the rate charged to the returning customers are significantly different the costs the utilities incur to serve them. In this way, since the financial security posting required of the ESP will be minimal, reducing its customers' costs. However, discussions on the Direct Access parties proposal was stymied because of non-consensus between the Direct Access Parties and the IOUs during those discussions is the proper interpretation of "other customers" as used in the following provision of § 394.25(e):

> If a customer of an [ESP] or a [CCA] is involuntarily returned to service provided by an electrical corporation, any reentry fee imposed on that customer that the commission deems is necessary to avoid imposing costs on ***other customers*** of the electrical corporation shall be the obligation of the electric service provider or a community choice aggregator. ***[emphasis added]***

[10] Under the Direct Access Parties' proposal, during the TBS service period, the involuntarily returned [ESP] customer may, if it so chooses, depart IOU service for new Direct Access service. Alternatively, if the customer remains on the utility service beyond the six month TBS period, the customer must then remain on the utility service for the required minimum stay on its applicable tariff rate"

At issue is the proper interpretation of "other customers" and the legislative intent of this provision of § 394.25(e). As the Commission has previously observed, "In interpreting statutes or contracts, reviewing courts and agencies rely on the plain, commonsense meaning of every word in a statute or contract, and only rely on extrinsic evidence of intent if ambiguity exists. (*See, e.g., Hughes v. Board of Architectural Examiners* (1998), 17 Cal.4th 763, 775-776; D.01-10-002, 2001 *LEXIS* 946 at * 14 - * 15; D.90-09-088, 37 CPUC2d 488 at 522)."[11] The very plain reading of the statute must be interpreted to mean that "other customers" are those not subject to the involuntary return. However, the position that the IOUs' maintained during the Working Group discussion, as the Joint Parties understand it, is that "other customers" as used in § 394.25(e) is intended to include involuntarily returned customers, and that involuntarily returned customers therefore must immediately upon their involuntary return to utility service begin to receive service under the IOU's otherwise applicable tariff for the class of customers to which the returned customers belong.

Under the IOUs' interpretation, involuntarily returned customers could not receive service under the TBS rate schedule for any time period. The IOU's interpretation, however, ignores the plain meaning of the statutory language and its context. The context of the statute is centered on how an event that impacts one set of customers (those on direct access who are involuntarily returned to utility service) – could increase costs to another set of customers (those that are already on utility bundled service), and what type of financial security should be posted to protect that second set of customers. To presume that the first set of customers automatically becomes part of the second set of customers renders the use of the word "other" meaningless, which defies the requirement that legislative interpretation must follow commonsense. The plain

[11] D.03-09-015; D.03-04-062.

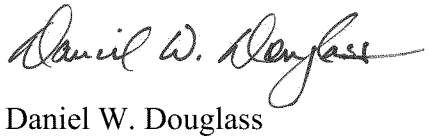
meaning of "other customers" as it appears in § 394.25(e) must, therefore, be a reference to customers of the IOU other than the involuntarily returned customer.

Accordingly, § 394.25(e) does not preclude the Commission from approving a proposal that involuntarily returned ESP customers will be served on TBS service for a transition period before returning to fully bundled utility service, paving the way for the Commission to ultimately adopt the Direct Access Parties' comprehensive proposal for resolution of the Working Group I issues. Under that proposal, the IOUs' bundled customers would face very little, if any, risk of increased costs because the rate that the involuntarily returned customers will pay should be the same as the costs incurred by the IOU to serve them, and the reentry fee imposed on such customers (and covered by the ESP bonding requirement) would be limited to the incremental administrative costs, if any, incurred by the IOUs in connection with the returned customers.

III. CONCLUSION

For the reasons above, the Commission should conclude that: (i) the legal obligations arising under § 394.25(e) for ESPs and CCAs are the same; and (ii) nothing in § 394.25(e) precludes adoption of the Direct Access Parties' proposal to place ESP customers that are involuntarily returned to utility service on their IOU's TBS tariff for up to six months.

Respectfully submitted,



Daniel W. Douglass
DOUGLASS & LIDDELL

On behalf of the
ALLIANCE FOR RETAIL ENERGY MARKETS
DIRECT ACCESS CUSTOMER COALITION
MARIN ENERGY AUTHORITY

AND ON BEHALF OF THE JOINT PARTIES

January 24, 2011

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of this ***Opening Brief of the Alliance for Retail Energy Markets, the Direct Access Customer Coalition, the Marin Energy Authority, BlueStar Energy and Pilot Power Group, Inc. on Legal Issues Pertaining to the Electric Service Provider and Community Choice Aggregation Bonding Requirement*** on all parties of record in proceeding ***R.07-05-025 and R.03-10-003*** by serving an electronic copy on their email addresses of record and by mailing a properly addressed copy by first-class mail with postage prepaid to each party for whom an email address is not available.

Executed on January 24, 2011, at Woodland Hills, California.

Michelle Dangott

SERVICE LIST – R.07-05-025 and R.03-10-003

ab1@cpuc.ca.gov
abb@eslawfirm.com
advicetariffmanager@sce.com
advicetariffmanager@sce.com
aes@cpuc.ca.gov
ako@cpuc.ca.gov
amber.wyatt@sce.com
andersonr@conedsolutions.com
atrowbridge@daycartermurphy.com
ayk@cpuc.ca.gov
barmackm@calpine.com
bcragg@goodinmacbride.com
bernardo@braunlegal.com
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blaising@braunlegal.com
bmcc@mccarthylaw.com
brbarkovich@earthlink.net
californiadockets@pacificorp.com
californiadockets@pacificorp.com
case.admin@sce.com
cassandra.sweet@dowjones.com
ccasselman@pilotpowergroup.com
cec@cpuc.ca.gov
cem@newsdata.com
centralfiles@semprautilities.com
chh@cpuc.ca.gov
chilen@nvenergy.com
chris_k@cornerstoneconsulting.biz
cjw5@pge.com
ckebler@semprageneration.com
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clu@cpuc.ca.gov
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cpuccases@pge.com
cpucrulings@navigantconsulting.com
crmd@pge.com
crv@cpuc.ca.gov
ctd@cpuc.ca.gov
cwootencohen@earthlink.net
cxc@cpuc.ca.gov
dan.adler@calcef.org
darmanino@co.marin.ca.us
daveroom@gmail.com
david.oliver@navigantconsulting.com
dbr@cpuc.ca.gov
dcarroll@downeybrand.com
dcurrie@rrienergy.com
ddavie@wellhead.com
ddickey@tenaska.com
debeberger@cox.net
debra.gallo@swgas.com
dgeis@dolphingroup.org
dgrandy@caonsitegen.com
dhaval.dagli@sce.com
dhuard@manatt.com
diane.fellman@nrgenergy.com
dil@cpuc.ca.gov
dorth@krcd.org
douglass@energyattorney.com
ds1957@att.com
dsaul@pacificsolar.net
dvidaver@energy.state.ca.us
dweisz@marinenergyauthority.org
dwood8@cox.net
dwtcpucdockets@dwt.com
edchang@flynnrci.com
edd@cpuc.ca.gov
ek@a-klaw.com
emello@sppc.com
erasmussen@marinenergyauthority.org
eric.a.artman@gmail.com
etiedemann@kmtg.com
etoppi@ces-ltd.com
ewdlaw@sbcglobal.net
fsmith@sfwater.org
gbawa@cityofpasadena.net
gblack@cwclaw.com
george.waidelich@safeway.com
gifford.jung@powerex.com
gloriab@anzaelectric.org
gmorris@emf.net
gohara@calplg.com
grehal@water.ca.gov
gsmith@adamsbroadwell.com
henry.nanjo@dgs.ca.gov
hgolub@nixonpeabody.com
hkingerski@mxenergy.com
hmohamme@energy.state.ca.us
hsy@cpuc.ca.gov
igoodman@commerceenergy.com
iibarguren@tyrenergy.com
ikwasny@water.ca.gov
info@calseia.org
irene@igc.org
j1pc@pge.com
james.schichtl@sce.com
janreid@coastecon.com
jarmstrong@goodinmacbride.com
jcasadont@bluestarenergy.com
jdalessi@navigantconsulting.com
jdelatova@windwardenergy.com
jderosa@ces-ltd.com
jeanne.sole@sfgov.org
jeff.malone@calpeak.com
jeffgray@dwt.com
jennifer.hein@nrgenergy.com
jennifer.shigekawa@sce.com
jerryl@abag.ca.gov
jf2@cpuc.ca.gov
jgeorge@water.ca.gov
jhendry@sfwater.org
jim@prudens.com
jim@tobinlaw.us
jjg@eslawfirm.com
jjt@cpuc.ca.gov
jkarp@winston.com
jkern@bluestarenergy.com
jleslie@luce.com
jlowell@ci.pleasanton.ca.us
jmcmahon@8760energy.com
jnelson@psrec.coop
jody_london_consulting@earthlink.net
john.holtz@greenmountain.com
joseph.donovan@constellation.com
joyw@mid.org
jpacheco@water.ca.gov
jscancarelli@crowell.com
jskillman@prodigy.net
jspence@water.ca.gov
jstone@ci.manteca.ca.us
judypau@dwt.com
julie.martin@bp.com
jw2@cpuc.ca.gov
jzr@cpuc.ca.gov
kar@cpuc.ca.gov
karen@klindh.com
kb@enercalusa.com
kcj5@pge.com
kdusel@navigantconsulting.com
kdw@cpuc.ca.gov
kdw@woodruff-expert-services.com
keith.mccrea@sablaw.com
kellie.smith@sen.ca.gov
kemery@navigantconsulting.com
ken@in-houseenergy.com
kenneth.swain@navigantconsulting.com
kerry.hattevik@nexteraenergy.com
kfoley@semprautilities.com

dbp@cpuc.ca.gov
kho@cpuc.ca.gov
kjk@kjkammerer.com
kjsimonsen@ems-ca.com
kjuedes@urmgroup.com
kkloberdanz@semprautilities.com
kkm@cpuc.ca.gov
klatt@energyattorney.com
kmills@cfbf.com
kowalewskia@calpine.com
kpp@cpuc.ca.gov
ldecarlo@energy.state.ca.us
lettenson@nrdc.org
lex@consumercal.org
liddell@energyattorney.com
lisa_weinzimer@platts.com
lisazycherman@dwt.com
lmarshal@energy.state.ca.us
lmh@eslawfirm.com
lmi@cpuc.ca.gov
los@cpuc.ca.gov
lpettis@calstate.edu
lwhouse@innercite.com
lwt@cpuc.ca.gov
m6sk@exchange.pge.com
makens@water.ca.gov
marc_theobald@emcorgroup.com
marcie.milner@shell.com
marg@tobiaslo.com
marshall.clark@dgs.ca.gov
martinhomec@gmail.com
mary.lynch@constellation.com
mary.tucker@sanjoseca.gov
mary@solutionsforutilities.com
matt_gorman@ci.pomona.ca.us
mburke50@msn.com
mbyron@gwfpower.com
mcampbell@sfwater.org
mclaughlin@braunlegal.com
mcox@calplg.com
mday@goodinmacbride.com
mdjoseph@adamsbroadwell.com
melaniem@environmentalhealth.org
mfeldman@resourcedecisions.net
mflorio@turn.org
mgorman@agclawfirm.com
michael.hindus@pillsburylaw.com
michael.mcdonald@ieee.org
michaelboyd@sbcglobal.net
michaelkyes@sbcglobal.net
michelle.mishoe@pacificorp.com
mike.montoya@sce.com
mike@alpinenaturalgas.com
millsr@water.ca.gov
janet.combs@sce.com
mjd@cpuc.ca.gov
mkuchera@bluestarenergy.com
mmcclenahan@semprautilities.com
mmeacham@ci.chula-vista.ca.us
mmeal@sfwater.org
mramirez@sfwater.org
mrh2@pge.com
mrw@mrwassoc.com
mshames@ucan.org
mtierney-lloyd@enernoc.com
mwofford@water.ca.gov
mwoods@mrwlawcorp.com
myuffee@mwe.com
ndesnoo@ci.berkeley.ca.us
nes@a-klaw.com
nlong@nrdc.org
norman.furuta@navy.mil
nsuetake@turn.org
ntreadway@defgllc.com
nwhang@manatt.com
omv@cpuc.ca.gov
pasteer@sbcglobal.net
patrickm@crossborderenergy.com
paulfenn@local.org
perdue@montaguederose.com
phanschen@mofo.com
phil@auclairconsulting.com
philm@scdenergy.com
pk@utilitycostmanagement.com
plook@rrienergy.com
psd@cpuc.ca.gov
pstoner@lgc.org
pszymanski@semprautilities.com
pucservice@manatt.com
pvh1@pge.com
ralf1241a@cs.com
ralphdennis@insightbb.com
ramonag@ebmud.com
rasmith@sfwater.org
rebeccap@environmentalhealth.org
regrelcpuccases@pge.com
rfg2@pge.com
rfp@eesconsulting.com
rhh@cpuc.ca.gov
rita@ritanortonconsulting.com
rkeen@manatt.com
rkmoore@scwater.com
rlane@semprautilities.com
rmccann@umich.edu
rob@teamryno.com
roger@berlinerlawpllc.com
rogerv@mid.org
ron.perry@commercialenergy.net
kgillick@sfwater.org
rschmidt@bartlewells.com
rshilling@krcd.org
saeed.farrokhpay@ferc.gov
sas@a-klaw.com
sberlin@mccarthylaw.com
sbeserra@sbcglobal.net
scarter@nrdc.org
scr@cpuc.ca.gov
sdhilton@stoel.com
sean.beatty@mirant.com
service@spurr.org
sesco@optonline.net
sgm@cpuc.ca.gov
shannonrmaloney@msn.com
shastie@navigantconsulting.com
sjp@cpuc.ca.gov
smith@braunlegal.com
snelson@sempra.com
sorr@rwglaw.com
spierce@ebmud.com
srantala@energymarketers.com
srovetti@sfwater.org
ssmyers@att.net
stevegreenwald@dwt.com
steven.huhman@morganstanley.com
steven@iepa.com
steven@sfpower.org
steveng@destrategies.com
sue.mara@rtoadvisors.com
susan.munves@smgov.net
swentworth@oaklandnet.com
sww9@pge.com
sxpg@pge.com
tam.hunt@gmail.com
tburke@sfwater.org
tcarlson@rrienergy.com
tciardella@nvenergy.com
tcorr@semprautilities.com
tdillard@sppc.com
theresa.mueller@sfgov.org
thomas.long@sfgov.org
thomas.r.del.monte@qmail.com
tim@marinemt.org
tlocascio@libertypowercorp.com
todd.edmister@bingham.com
tomk@mid.org
troberts@semprautilities.com
trp@cpuc.ca.gov
tsolomon@winston.com
txb@cpuc.ca.gov
wamer@kirkwood.com
wbooth@booth-law.com
wdsmith@semprautilities.com

mjaske@energy.state.ca.us
westgas@aol.com
wetstone@alamedamp.com
wkeilani@semprautilities.com
rpistoc@smud.org
wmc@a-klaw.com
wtr@cpuc.ca.gov
wynne@braunlegal.com
wem@igc.org
zdavis@advantageiq.com
zena12@earthlink.net