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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation, Plaintiffs, v. CALIFORNIA PUBLIC UTILITIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON CO., a California Corporation, Defendants.	Case No. CV11 04975 SJO JCGx **COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF** **JURY DEMANDED** **[16 U.S.C. §824, *et seq.*; 42 U.S.C. §1983 & §1988]**

INTRODUCTION

This is a federal question action in which Plaintiffs, Solutions for Utilities, Inc. ["SFUI"] and CAlifornians for Renewable Energy, Inc. ["CARE"], California based small scale energy companies, are seeking equitable relief and money damages from Defendants, California Public Utilities Commission ["CPUC"] a California state agency charged with *inter alia* California energy policymaking and delegated federal regulation enforcement, and Southern California Edison Co. ["SCE"], a state enabled

monopoly energy corporation acting collusively and in concert with CPUC to effectively undermine the federal policy of promoting the viability and integration of small energy generating companies and protecting them from monopolistic practices, to the great injury to Plaintiffs and the public interest.

Plaintiffs seek injunctive and/or declaratory relief compelling and/or commanding Defendant CPUC to perform its federal-mandated regulatory duties, including federally mandated standards in connection with the Public Utility Regulatory Policies Act ["PURPA"], as prescribed by the Federal Energy Regulatory Commission ["FERC"]. Plaintiffs also seek remedial money damages from Defendants for Plaintiffs' economic injuries caused by Defendants' violations of said federal laws and regulations, and punitive damages for Defendants' intentional and repetitive violations of law.

Accordingly, Plaintiffs allege for their Complaint [each of the Paragraphs enumerated under a heading of "Common Allegations" are incorporated by this reference into each of the numbered claims]:

COMMON ALLEGATIONS
JURISDICTIONAL AND PARTY ALLEGATIONS

1. This is a federal question action under the Public Utility Regulatory Polices Act ["PURPA"] and 42 U.S.C. §1983, to redress violations of federal laws committed by Defendants, *i.e.* to *inter alia* compel the enforcement of federal laws, for Plaintiffs' and the public's interests, and to secure remedial relief for Plaintiffs for damages caused by those violations.

2. The jurisdiction of this Court is invoked under 28 U.S.C. §1331 and 28 U.S.C. §1343, this being an action arising under, and for the violations of, federal laws.

3. Venue is properly located in the Central District of California pursuant to 28 U.S.C. §1391(b)(1) & (b)(2), because both Defendants reside within the same State of California, with Defendant California Public Utilities Commission ["CPUC"]

headquartered in the Northern District of California and Defendant Southern California Edison Company ["SCE"] headquartered in the Central District of California; and the acts complained of herein were consummated in substantial part in both districts.

4. Plaintiffs are Solutions for Utilities, Inc., a California Corporation ["SFUI"].and CAlifornians for Renewable Energy, Inc., a California Non-Profit Corporation ["CARE"].

5. Defendants are: California Public Utilities Commission ["CPUC"], a California state agency, established under the California State Constitution as an independent agency, charged with *inter alia* California energy policymaking and, by express terms of federal laws on which this action is based, express delegated federal regulatory enforcement; and Southern California Edison Co., a California Corporation ["SCE"] that is the primary energy supplier for a large portion of the State of California with ownership of a substantial portion of the power grid in that service area.

6. The Federal Power Act ["FPA"], 16 U.S.C. §791, *et seq.*, and its followup act, the Public Utility Regulatory Policies Act ["PURPA"], 16 U.S.C. §824, *et seq.*, were each adopted by Congress under the Commerce Clause of the United States Constitution in light of the inter-state nature of the subject matter of the statutory scheme, and expressly preempted state authority in that field to the extent (a) provided therein or (b) state law conflicts therewith, under the Supremacy Clause of the United States Constitution.

7. PURPA was adopted by Congress to encourage the development of nontraditional cogeneration and small power production facilities, to: (a) reduce the demand for traditional fossil fuels; and (b) rectify the problems that impeded development of nontraditional electricity generating facilities: (1) reluctance of traditional electricity utilities to purchase power from, or sell power to, nontraditional electricity generating facilities; and (2) state utility regulations of

alternative energy sources which impose financial burdens on nontraditional facilities and thus discourage their development.

8. PURPA authorizes the Federal Energy Regulatory Commission ["FERC"] to enforce the requirements of PURPA by adoption of implementing regulations and resolution of disputes about the meaning, implementation and application of the federal laws and regulations.

9. In accordance with its aforesaid regulatory authority, FERC has duly adopted federal regulations to implement PURPA mandates for protections for small power production facilities and nontraditional electricity generating facilities, including, *inter alia*, (a) mandatory requirements and standards therefor, (b) provision for certification of qualifying facilities as defined therein, and (c) enforcement obligations, powers and procedures. In so doing, FERC has issued interpretive rulings of PURPA provisions and its aforementioned regulations.

10. As an integral part of the regulatory scheme of PURPA, the individual states and their respective energy regulatory agencies are required under Section 210 of PURPA, *see* 16 U.S.C. §824a-3, to enforce energy production and ratemaking standards promulgated by FERC; and the regulatory scheme presupposes the creation by the several states of respective state agencies to implement within their respective jurisdictions the statutory policies and mandates of PURPA and federal regulations adopted in connection therewith.

11. Defendant CPUC is the California state agency which is empowered to provide the regulatory authority and responsibility contemplated by FPA and PURPA, and their FERC adopted implementing regulations, and hence is subject to their respective regulatory authority.

12. Defendant CPUC has established a program involving ratemaking and interconnection standards for private energy generating individuals or companies who do so solely for their own use and hence are not governed by FPA or PURPA. Concomitant with this "own use" program, CPUC has adopted regulations which

ostensibly seeks to address minor quantities of surplus energy incidentally generated by "own use" facilities, permitting the sale of that minimal amount of surplus energy while nevertheless still treating the facility as an "own use" facility not governed by PURPA's regulatory authority ["Rule 21 Facilities"].

13. However, CPUC and/or SCE, acting in concert, have misused Rule 21 to apply to small power production facilities and nontraditional electricity generating facilities who incidentally and typically use a small portion of their generated energy for their own operations / use, despite the fact that they are substantively indistinguishable from the facilities expressly subject to PURPA and its FERC promulgated regulations, thereby circumventing the entire PURPA legislative and regulatory scheme.

14. SCE is the owner of the power grid in the region where SFUI intended and sought to interconnect and supply energy, at rates and otherwise in accordance with the requirements and standards established by PURPA and FERC in its implementing regulations. The owner of the power grid in the region where CARE intended and sought to interconnect and supply energy, at rates and otherwise in accordance with the requirements and standards established by PURPA and FERC in its implementing regulations, are not named in this action.

15. PURPA also expressly authorizes FERC to enforce the requirements of PURPA and related federal regulations against (a) any state regulatory agency, or (b) any nonregulated electric utility, by action in federal district court, which has exclusive jurisdiction over such enforcement actions; or, alternatively, to interpose its own judgment on ratemaking and interconnection standards.

16. PURPA also expressly authorizes private utility companies and qualified facilities to enforce the requirements of PURPA and related federal regulations against (a) any state regulatory agency, or (b) any nonregulated electric utility, also by action in federal district court, which has exclusive jurisdiction over such enforcement actions, provided only that said company first petitions FERC to seek

the specified enforcement, and within the following sixty (60) days FERC fails or declines to do so.

17. Plaintiffs are informed and believe, and based thereon allege, that CPUC has effectively surrendered its regulatory authority, if any, over SCE by affording SCE undue influence and control over CPUC deliberations, decisions and actions to the extent that they affect or impact SCE under a broadly expansive view of SCE's portion of the energy market; and by politically incestuous relationships between regulator [CPUC] and regulated [SCE] officials, which effectively preclude any independent judgment and exercise of discretion in the implementation and application of governing and controlling federal and state laws and regulations.

18. Plaintiffs are informed and believe, and based thereon allege, that CPUC and SCE, and their respective managers and staff, routinely engage in joint and collaborative tasks, functions and decisonmaking, with mobility between respective staffs, that render them generally indistinguishable, and further render the actions of one the actions of the other.

19. CPUC has at all relevant times herein acted by affirmative conduct as well as its omissions to act despite having a duty to do so.

20. At all times pertinent to this Complaint, Defendants were each an agent of the other Defendant.

21. The Defendants herein, and each of them, have conspired to do the acts and wrongs mentioned herein; and an act in furtherance thereof has been committed.

22. At all times pertinent to this Complaint, the Defendants and each of them were acting in concert with each other and others not named as parties herein.

23. At all times pertinent to this Complaint, each of the Defendants authorized and/or ratified the acts, omissions, representations and agreements of the other Defendant.

24. All of the conduct alleged against each and all of the defendants mentioned herein was intentional, and intended to accomplish each and all of the unlawful purposes described herein.

CLAIM NO. 1
CLAIM FOR ENFORCEMENT OF PURPA
– Plaintiffs SFUI and CARE –
– Defendants CPUC and SCE –
[16 U.S.C. §824a-3]

25. Plaintiff SFUI has at all relevant times been an electric utility which is within the class of small power production facilities and nontraditional electricity generating facilities subject to and contemplated by PURPA and its FERC promulgated regulations.

26. Plaintiff SFUI was misdirected and/or fraudulently induced by SCE to pursue its efforts at securing interconnection with SCE and a concomitant interconnection contract, and thereby obtain the benefits of its rights under PURPA and its FERC promulgated regulations, by submission of an application as a Rule 21 Facility. Hence, Plaintiff SFUI did not seek nor obtain qualified facility status for SFUI business projects addressed herein, although SFUI qualified therefor in connection with a home office solar system, and readily could have done so; and SCE then exploited this artificial, fraudulent advantage to ignore and violate the PURPA and FERC approved regulatory scheme.

27. The use by CPUC of Rule 21 Facilities standards for small power production facilities and/or nontraditional electricity generating facilities that incidentally use their own generated energy for their own operations is a transparent device for circumventing PURPA and its FERC promulgated regulations governing ratemaking and interconnection standards, and is in fact used and exploited for that purpose, as it was in respect to Plaintiff SFUI.

28. Plaintiff CARE has at all relevant times been an organization representing electric utilities which are Qualified Facilities ["QF"] and within the class of small

power production facilities and nontraditional electricity generating facilities subject to and contemplated by FPA and PURPA, and the latter's FERC promulgated regulations.

29. Plaintiff SFUI made repeated and long-standing efforts to obtain contracts with SCE in accordance with PURPA and its implementing regulations, and the economic viability afforded thereby, but has been unable to do so because of refusal of SCE to abide with PURPA and its implementing regulations, and the refusal of CPUC to enforce PURPA and its implementing regulations, despite repeated efforts by Plaintiff SFUI to secure same.

30. On March 11, 2011, Plaintiff SFUI petitioned FERC to enforce PURPA and its implementing regulations and compliance therewith by CPUC and SCE. On May 19, 2011, FERC declined to do so.

31. Plaintiff CARE made repeated and long-standing efforts to obtain contracts with local power grid providers in accordance with PURPA and its implementing regulations, and the economic viability afforded thereby, but has been unable to do so because of refusal of the local power grid providers to abide with PURPA and its implementing regulations, and the refusal of CPUC to enforce PURPA and its implementing regulations, despite repeated efforts by Plaintiff CARE to secure same.

32. On January 28, 2011, Plaintiff CARE petitioned FERC to enforce PURPA and its implementing regulations, and enforce compliance therewith, by CPUC and local power grid providers. On March 17, 2011, FERC declined to do so.

33. As a result of the failure and refusal of CPUC, SCE and other relevant local power grid providers to comply with and/or enforce compliance with PURPA and its implementing regulations, Plaintiffs have been frustrated in their efforts to enter the energy market, and prevented from doing so in a manner and in accordance with the public policies set forth in PURPA and its implementing regulations.

34. PURPA and its FERC adopted implementing regulations mandate the following:

a. Small power production facilities and nontraditional electricity generating facilities must be afforded means to rapidly and expeditiously interconnect with existing power grids of the major utilities.

b. Major utilities / power grid owners must purchase energy from available small power production facilities and nontraditional electricity generating facilities ["Must Take Mandate"], which *de facto* means permitting reasonable and expeditious interconnection with their grids and not imposing artificial barriers to doing so or entering into contracts with larger power facilities as a means of blocking inter-connection and contracts with small power production facilities and nontraditional electricity generating facilities.

c. Wholesale power rates-of-payment are mandated by FERC that the rate to be paid by major utilities / power grid owners to small power production facilities and nontraditional electricity generating facilities must be: (1) just and reasonable to electric consumers and in the public interest; (2) not discriminatory against small power production facilities and nontraditional electricity generating facilities; and (3) reflective of the avoided cost to the major utility / power grid owners of alternative electric energy. It also means that the major utilities / power grid owners may not favor contracts with larger power production facilities as a means of manipulating the energy market to ensure a lack of economic viability of small power production facilities and nontraditional electricity generating facilities.

d. "Avoided costs" is defined as the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility, such utility would generate itself or purchase from another source. The factors to be considered in determining avoided costs include: (1) the utility's system cost data; (2) the terms of any contract including the duration of the obligation; (3) the availability of capacity or energy from available small power production facilities or nontraditional electricity generating facilities during the system daily and seasonal peak periods; (4) the relationship of the availability of

energy or capacity from a small power production facility or nontraditional electricity generating facility to the ability of the electric utility to avoid costs; and (5) the costs or savings resulting from variations in line losses from those that would have existed in the absence of purchases from the small power production facility or nontraditional electricity generating facility.

e. Calculation of avoided cost includes that cost which the major utility / power grid owner would generate itself or would have purchased from another developer, at a technology specific and tiered sizing comparison; and, when appropriate, including the cost of creating new generating facilities.

f. Purchase power agreements between the major utility / power grid owners and small power production facilities and nontraditional electricity generating facilities must contain non-price terms which are fair and just under the totality of the circumstances, in light of the intent of PURPA and its FERC adopted implementing regulations to facilitate and promote small power production facilities and nontraditional electricity generating facilities. This also means that the major utilities / power grid owners may not impose non-price terms that effectively prevents the economic viability of small power production facilities and nontraditional electricity generating facilities.

g. State utility commissions are required to implement a trading market with rates to be paid to renewable energy developers – *i.e.* small power production facilities and nontraditional electricity generating facilities – for renewable energy credits ["RECs"]. This means that such commissions may not bundle the RECs and/or assign them, without compensation therefor, to major utilities / power grid owners.

35. Plaintiffs are informed and believe, and based thereon allege, that PURPA and its implementing regulations, as set forth in Paragraphs 6-11, 15-16 & 25-34, have been repeatedly violated by CPUC, SCE and/or other local power grid providers, as follows:

a. SFUI and CARE, as well as other small power production facilities and nontraditional electricity generating facilities, have not been afforded means to rapidly and expeditiously interconnect with SCE and/or existing power grids of the major utilities, because of the use of devices – such as Rule 21 enabled by CPUC – which enable circumvention of PURPA and its FERC adopted implementing regulations.

b. SCE and other major utilities / power grid owners have repeatedly and generally avoided purchasing energy from available small power production facilities and nontraditional electricity generating facilities, and failed to permit reasonable and expeditious interconnection with their grids, by imposing artificial barriers to doing so and entering into contracts with larger power facilities as a means of blocking inter-connection and contracts with small power production facilities and nontraditional electricity generating facilities. For instance, with CPUC approval, they enter into contracts with larger energy suppliers who cannot inter-connect for many years, and then posit those contracts as a basis for claiming that there is no inter-connection capacity for Plaintiffs and other immediately available small power production facilities and nontraditional electricity generating facilities.

c. Wholesale power rates of payment for small power production facilities and nontraditional electricity generating facilities, set by FERC as mandated by PURPA and its implementing regulations – i.e. avoided cost – have been ignored by CPUC, which instead set a much lower rate for use by SCE and other major utilities / power grid owners, denominated as the "Market Price Referent." This unlawful rate renders economically unfeasible the operation of Plaintiffs and other small power production facilities and nontraditional electricity generating facilities. It also enables the major utilities / power grid owners to favor contracts with larger power production facilities as a means of manipulating the energy market to ensure a lack of economic viability of small power production facilities and nontraditional electricity generating facilities.

d. Purchase power agreements offered by the major utility / power grid owners to Plaintiffs and other small power production facilities and nontraditional electricity generating facilities, with CPUC approval, contain non-price terms which are not fair and just under the totality of the circumstances, in light of the intent of PURPA and its FERC adopted implementing regulations to facilitate and promote small power production facilities and nontraditional electricity generating facilities, that effectively prevents the economic viability of Plaintiffs and other small power production facilities and nontraditional electricity generating facilities.

e. For instance, without limitation, imposition by SCE, with CPUC approval, of unilateral curtailment powers and weasel clauses imposed revenue flow risks and uncertainties that effectively denied Plaintiff SFUI necessary developer financing. These provisions were not reasonably necessary for SCE or regulatory purposes of CPUC, were predictably a death knell to any development financing, and further undermined the purposes of PURPA to enable small power production facilities and nontraditional electricity generating facilities notwithstanding traditional obstacles from major utilities / power grid owners and state regulators.

f. CPUC approved SCE's scheme to bundled RECs and assign them, without just and fair compensation therefor to SFUI, in contravention to PURPA and FERC approved implementing regulations.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants CPUC and SCE have repeatedly collaborated and enabled each other in the implementation of matters as set forth in Paragraphs 6-11, 15-16 & 25-35, and in so doing CPUC failed to perform its regulatory function and instead has encouraged and enabled SCE in continued efforts to suppress and prevent small power production facilities and nontraditional electricity generating facilities.

37. Plaintiffs are informed and believe, and based thereon allege, that specifically, but without limitation, CPUC has provided SCE with its approval of a form contract for use by SCE with interconnecting facilities – SCE's CREST

Agreement – which form contract embodies and perpetuates the aforementioned failures to comply with PURPA and FERC approved implementing regulations and the concomitant abdication by CPUC of its federally mandated regulatory duties and obligations.

38. Plaintiffs are informed and believe, and based thereon allege, that SCE has entered into contracts with larger energy suppliers which violate the requirements of PURPA and its FERC adopted implementing regulations, and serve to prevent and undermine small power production facilities and nontraditional electricity generating facilities, many of the contracts having been adopted with the approval and/or concurrence of CPUC, or otherwise enabled by CPUC.

39. SCE has refused to enter into a contract with Plaintiff SFUI which complies with PURPA and its FERC adopted implementing regulations, instead imposing the CPUC approved CREST Agreement, with its deficiencies as previously described herein. Likewise, the relevant local major utility / power grid owner has refused to enter into contracts with Plaintiff CARE which comply with PURPA and its FERC adopted implementing regulations.

40. Plaintiffs are informed and believe, and based thereon allege, that CPUC has generally failed to perform its regulatory functions as mandated by PURPA and its FERC adopted implementing regulations; to the contrary, CPUC has repeatedly approved contracts, activities and proposals of SCE and other major utility / power grid owners which do not comply nor conform with PURPA and its FERC adopted implementing regulations.

41. Plaintiffs have repeatedly and concurrently complained informally and formally about the above-described unlawful acts and omissions of Defendants CPUC and SCE, and each of them, including without limitation the failure to properly and sufficiently regulate the field and the major utility / power grid owners, as required under PURPA and its FERC adopted implementing regulations, often with detailed cross-references to statutes, regulations and other actions. In each case, CPUC

and/or SCE, as relevant, failed and/or refused to take corrective action, sometimes simply failing to act at all after protracted delays.

42. Plaintiffs are informed and believe, and based thereon allege, that the actions of Defendants have harmed the public interest by undermining the public policy purposes of PURPA, including but not limited to making available additional energy supplies, utilization of alternative and renewable energy sources, holding down energy costs by increased and broader market competition, and enabling small power production facilities and nontraditional electricity generating facilities.

43. In enacting PURPA, Congress made express findings that the federal regulatory scheme was necessary to respond to the existing, persistent and widespread recalcitrance of state regulatory agencies and major utilities / power grid owners to permit small power production facilities and nontraditional electricity generating facilities; or worse, to affirmatively undermine the latter. The combined efforts of CPUC, SCE and other major utilities / power grid owners, as above described, have effectively perpetuated the very conduct of state regulatory agencies and major utilities / power grid owners which Congress found to exist and wished to remedy; and these entities have conspired and colluded to do so.

CLAIM NO. 2
CLAIM FOR DAMAGES FOR DEPRIVATION OF FEDERAL RIGHTS UNDER COLOR OF STATE LAW
– Plaintiff SFUI –
– Defendants CPUC and SCE –
[42 U.S.C. §1983]

44. The federal and constitutional rights of Plaintiff SFUI have been deprived in that, by virtue of the unlawful acts as above-described in Claim No. 1:

a. The federal statutory rights of Plaintiff SFUI – as set forth in FPA and PURPA, and implementing federal regulations – have been deprived;

b. Plaintiff SFUI was denied its right to reasonably profit from its business enterprises, thereby constituting an unlawful and unconstitutional taking

without just compensation and/or due process of law, as secured by the takings and due process clauses of the United States Constitution; and/or

c. Plaintiff SFUI was denied its right to contract, as secured by the contracts clause of the United States Constitution.

45. At all times pertinent to this Complaint: Defendant CPUC and each of its commissioners and agents acted under color of state law; further, each of them at all times acted under color of the statutes, ordinances, regulations, customs and usages of the State of California and/or CPUC; further, said commissioners and agents were each of them at all times acting within the course and scope of his/her authority and agency, and further acting as authorized agents for CPUC and each other.

46. At all times pertinent to this Complaint: Defendant CPUC and each of its commissioners and agents executed the policies and customs established by directive and/or practice, by State of California and/or CPUC; further, the commissioners and agents by words, action and/or inaction caused and/or ratified the unlawful acts of Defendant SCE.

47. At all times pertinent to this Complaint: The actions, decisions and omissions of Defendants and each of them have been made or omitted pursuant to official policy of the relevant entity and each of them, and all decisions have been by the person(s), body and/or entity with final authority to do so for the relevant entity.

48. At all times pertinent to this Complaint: Each of the Defendant entities were acting as agents and/or principals of each other.

49. At all times pertinent to this Complaint: Defendants, acting through their respective principals and agents, have conspired with one another to effect the illegal purposes alleged herein; to engage and engaged in the illegal conduct here mentioned, to the injury of Plaintiff SFUI of the rights, privileges and immunities secured to Plaintiff SFUI by the laws of the United States, as above-described in *inter alia* Paragraphs 6-11, 15-16 & 25-43. One or more acts in furtherance of the conspiracy have been committed.

50. At all times pertinent to this Complaint: Defendants, and their respective principals and agents, acted in concert to engage in the illegal conduct here mentioned, to the injury of Plaintiff SFUI of the rights, privileges and immunities secured to Plaintiff SFUI by the laws of the United States, as above-described in Paragraphs 6-11, 15-16 & 25-43.

51. At all times pertinent to this Complaint: Defendants, their principals and agents, and each of them, knew or should have known that the wrongs here mentioned involving Plaintiff SFUI were about to be committed; and further each of them had the power to prevent or aid in preventing the commission of the same. Despite this, said Defendants, their principals and agents, and each of them, refused and/or failed to prevent or aid in preventing the commission of said wrongs, and said wrongs were in fact committed, denying Plaintiff SFUI its rights secured under the laws of the United States, as above-described in Paragraphs 6-11, 15-16 & 25-43.

52. At all times pertinent to this Complaint: Defendants, their principals and agents, and each of them, set in motion a chain of events which each knew or reasonably should have known, would cause the wrongs here mentioned, as above-described in Paragraphs 6-11, 15-16 & 25-43, and/or the consequential injuries and damages to Plaintiff SFUI.

53. At all times pertinent to this Complaint: Defendants, their principals and agents, and each of them, participated in and/or caused the unlawful conduct mentioned herein, as above-described in Paragraphs 6-11, 15-16 & 25-43.

54. At all times pertinent to this Complaint: Defendant SCE, and each of its principals and agents, by virtue of conspiring and/or acting in concert with CPUC, and its commissioners and agents, and/or acting to further the decisions and actions of CPUC, acted under color of state law.

55. Defendants CPUC and SCE, their respective principals and agents, and each of them, participated in and/or proximately caused the aforementioned unlawful

conduct, as above-described in Paragraphs 6-11, 15-16 & 25-43, and each acted in concert with each other to that effect.

56. Plaintiff SFUI incurred, and continues to incur, economic injuries, damages and expenses, lost business opportunities, and other consequential damages, past, present and future, all of which were caused by the aforementioned conduct of the Defendant CPUC and SCE, their respective principals and agents, and each of them, in an amount to be proved at trial.

57. Plaintiff SFUI incurred, and continues to incur, legal fees and expenses, all of which were caused by the aforementioned conduct of the Defendant CPUC and SCE, their respective principals and agents, and each of them, in an amount to be proved at trial.

58. The acts, omissions, decisions and conduct of the Defendants CPUC and SCE, their respective principals and agents, and each of them, caused all of the aforementioned injuries and damages of Plaintiff SFUI.

59. As a direct and proximate result of the aforementioned acts and/or omissions of the Defendants CPUC and SCE, their respective principals and agents, and each of them, Plaintiff SFUI was subjected to economically intolerable conditions.

60. Plaintiff SFUI has acted reasonably to mitigate its damages caused by and arising from the aforementioned acts and/or omissions of the Defendants CPUC and SCE, their respective principals and agents, and each of them.

61. At all relevant times herein, Defendants CPUC and SCE, their respective principals and agents, and each of them, acted with malice and reckless disregard for the federal constitutional, statutory and regulatory rights, under the laws and Constitution of the United States, entitling Plaintiff SFUI to punitive damages from Defendant SCE.

CLAIM NO. 3
CLAIM FOR DAMAGES FOR DEPRIVATION OF FEDERAL RIGHTS UNDER COLOR OF STATE LAW
– Plaintiff CARE –
– Defendant CPUC –
[42 U.S.C. §1983]

62. The federal and constitutional rights of Plaintiff CARE have been deprived in that, by virtue of the unlawful acts as above-described in Claim No. 1:

a. The federal statutory rights of Plaintiff CARE – as set forth in FPA and PURPA, and implementing federal regulations – have been deprived;

b. Plaintiff CARE was denied its right to reasonably and economically operate its nonprofit business enterprises, thereby constituting an unlawful and unconstitutional taking without just compensation and/or due process of law, as secured by the takings and due process clauses of the United States Constitution; and/or

c. Plaintiff CARE was denied its right to contract, as secured by the contracts clause of the United States Constitution.

63. At all times pertinent to this Complaint: Defendant CPUC and each of its commissioners and agents acted under color of state law; further, each of them at all times acted under color of the statutes, ordinances, regulations, customs and usages of the State of California and/or CPUC; further, said commissioners and agents were each of them at all times acting within the course and scope of his/her authority and agency, and further acting as authorized agents for CPUC and each other.

64. At all times pertinent to this Complaint: Defendant CPUC and each of its commissioners and agents executed the policies and customs established by directive and/or practice, by State of California and/or CPUC; further, the commissioners and agents by words, action and/or inaction caused and/or ratified the unlawful acts of Defendant SCE.

65. At all times pertinent to this Complaint: The actions, decisions and omissions of Defendant CPUC, its commissioners and agents, and each of them, have

been made or omitted pursuant to official policy of the relevant entity and each of them, and all decisions have been by the person(s), body and/or entity with final authority to do so for the CPUC.

66. At all times pertinent to this Complaint: Defendant CPUC, its commissioners and agents, and each of them, knew or should have known that the wrongs here mentioned involving Plaintiff CARE were about to be committed; and further each of them had the power to prevent or aid in preventing the commission of the same. Despite this, said Defendant, its commissioners and agents, and each of them, refused and/or failed to prevent or aid in the preventing the commission of said wrongs, and said wrongs were in fact committed, denying Plaintiff CARE its rights secured under the laws of the United States, as above-described in Paragraphs 6-11, 15-16 & 25-43.

67. At all times pertinent to this Complaint: Defendants CPUC, its commissioners and agents, and each of them, set in motion a chain of events which each knew, or reasonably should have known, would cause the wrongs here mentioned, as above-described in Paragraphs 6-11, 15-16 & 25-43, and/or the consequential injuries and damages to Plaintiff CARE.

68. At all times pertinent to this Complaint: Defendant CPUC, its commissioners and agents, and each of them, participated in and/or caused the unlawful conduct mentioned herein, as above-described in Paragraphs 6-11, 15-16 & 25-43.

69. Defendant CPUC, its commissioners and agents, and each of them, participated in and/or proximately caused the aforementioned unlawful conduct, as above-described in Paragraphs 6-11, 15-16 & 25-43, and each acted in concert with each other to that effect.

70. Plaintiff CARE incurred, and continues to incur, economic injuries, damages and expenses, lost business opportunities, and other consequential damages, past, present and future, all of which were caused by the aforementioned conduct of

the Defendant CPUC, its commissioners and agents, and each of them, in an amount to be proved at trial.

71. Plaintiff CARE incurred, and continues to incur, legal fees and expenses all, of which were caused by the aforementioned conduct of the Defendant CPUC, its commissioners and agents, and each of them, in an amount to be proved at trial.

72. The acts, omissions, decisions and conduct of the Defendant CPUC, its commissioners and agents, and each of them, caused all of the aforementioned injuries and damages of Plaintiff CARE.

73. Plaintiff CARE has acted reasonably to mitigate its damages caused by and arising from the aforementioned acts and/or omissions of the Defendant CPUC, its commissioners and agents, and each of them.

CLAIM NO. 4
EQUITABLE RELIEF
INJUNCTIVE RELIEF; DECLARATORY RELIEF
– Plaintiffs SFUI and CARE –
– Defendant CPUC –
[PURPA; 42 U.S.C. §1983]

74. Plaintiffs, and each of them, are entitled to orders declaring the conduct, whether by acts omissions, of Defendant CPUC, its commissioners and agents, and each of them, are each and all unlawful, in each and all of the particulars described in Paragraphs 6-11, 15-16 & 25-43.

75. Plaintiffs, and each of them, are entitled to orders enjoining the unlawful conduct, whether by acts omissions, of Defendant CPUC, its commissioners and agents, and each of them, to remedy each and all of the particulars described in Paragraphs 6-11, 15-16 & 25-43 and the consequences thereof. Plaintiffs, and each of them, are seeking and are entitled to temporary, preliminary and injunctive relief.

76. Plaintiffs, and each of them, are being irreparably harmed by the unlawful conduct, whether by acts omissions, of Defendant CPUC, its commissioners and agents, and each of them, as described in Paragraphs 6-11, 15-16 & 25-43, and will

continue to be so harmed unless and until the requested declaratory and/or injunctive relief is granted as prayed.

CLAIM NO. 5
EQUITABLE RELIEF
INJUNCTIVE RELIEF; DECLARATORY RELIEF
– Plaintiff SFUI –
– Defendant SCE –
[PURPA; 42 U.S.C. §1983]

77. Plaintiff SFUI is entitled to orders declaring the conduct, whether by acts omissions, of Defendant SCE, its principals and agents, and each of them, are each and all unlawful, in each and all of the particulars described in Paragraphs 6-11, 15-16 & 25-43.

78. Plaintiff SFUI is entitled to orders enjoining the unlawful conduct, whether by acts omissions, of Defendant SCE, its principals and agents, and each of them, to remedy each and all of the particulars described in Paragraphs 6-11, 15-16 & 25-43 and the consequences thereof. Plaintiff SFUI is seeking and is entitled to temporary, preliminary and injunctive relief.

79. Plaintiff SFUI is being irreparably harmed by the unlawful conduct, whether by acts omissions, of Defendant SCE, its principals and agents, and each of them, as described in Paragraphs 6-11, 15-16 & 25-43, and will continue to be so harmed unless and until the requested declaratory and/or injunctive relief is granted as prayed.

FURTHER COMMON ALLEGATIONS
– CAUSATION AND DAMAGES –

80. At all times pertinent to this Complaint, the Defendants CPUC and SCE, their respective principals and agents, and each of them, intended to do the acts described herein, and/or to fail to do the acts required of them in respect to any omissions described herein.

81. Each of the Defendants CPUC and SCE, their respective principals and agents, and each of them, participated in and/or proximately caused the

aforementioned unlawful conduct, and acted in concert with the other named Defendant and its respective principals and agents, and each of them, and other persons whose identities and/or extent of involvement are not yet known to Plaintiffs.

82. Plaintiffs are entitled to recover their reasonable attorneys' fees, by statute, and by virtue of their acting herein as private attorneys general, advancing substantial public interests under FPA and PURPA.

83. The Defendants CPUC and SCE, their respective principals and agents, and each of them, in engaging in the aforementioned conduct, acted with malice. The acts and omissions of each Defendant, and of their respective principals and agents, and each of them, was ratified by the Defendants and/or each of them, who were each informed of the unlawful conduct of its agents and either approved the acts or failed to take any corrective action despite having the power and opportunity to do so. Plaintiff SFUI is entitled to recover punitive damages from Defendant SCE, in an amount to be proved at trial.

PRAYER

WHEREFORE, Plaintiffs seek judgment against defendants jointly and severally, except as specifically indicated, for:

1. Compensatory damages, according to proof;

2. Special consequential damages, including but not limited to economic damages, financial losses, damage to business and economic opportunities, attorneys' fees, legal costs, and other as yet undetermined damages, according to proof;

3. Punitive damages from SCE for Plaintiff SFUI, according to proof;

4. Declaratory relief as prayed herein, and as may appear necessary and proper;

5. Temporary, preliminary and permanent injunctive relief as prayed herein, and as may appear necessary and proper;

6. Reasonable attorneys' fees and costs of suit pursuant to statute and as private attorneys general; and

7. For such further relief as the Court may deem necessary and proper.

Dated: June 10, 2011

/Meir J. Westreic

Meir J. Westreich
Attorney for Plaintiffs

Plaintiffs demand trial by jury.

Dated: June 10, 2011

/Meir J. Westreic

Meir J. Westreich
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV11- 4975 SJO (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

---

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

[X] **Western Division** **312 N. Spring St., Rm. G-8** **Los Angeles, CA 90012**	[ ] **Southern Division** **411 West Fourth St., Rm. 1-053** **Santa Ana, CA 92701-4516**	[ ] **Eastern Division** **3470 Twelfth St., Rm. 134** **Riverside, CA 92501**

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:
Meir J. Westreich CSB 73133
Attorney at Law
221 East Walnut Street, Suite 200
Pasadena, Ca. 91101
Tel. 626-440-9906 / FAX 626-440-9970

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation. PLAINTIFF(S) v. CALIFORNIA PUBLIC UTILTIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON CO.,a California Corporation DEFENDANT(S).	CASE NUMBER CV11 04975 JCG **SUMMONS**

TO: DEFENDANT(S): CALIFORNIA PUBLIC UTILTIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON COMPANY, a California Corporation

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☑ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Meir J. Westreich, whose address is 221 East Walnut Street, Suite 200, Pasadena, Ca. 91101. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUN 10 2011

By: CHRISTOPHER POWERS
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation.

DEFENDANTS
CALIFORNIA PUBLIC UTILITIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON CO., a California Corporation.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
Meir J. Westreich, Attorney at Law CSB 73133
221 East Walnut Street, Suite 200
Pasadena, Ca. 91101 Tel. 626-440-9906 FAX 626-440-9970

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

☐ 1 U.S. Government Plaintiff ☑ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in this State	☑ 4	☑ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. ORIGIN (Place an X in one box only.)

☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT **JURY DEMAND:** ☑ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☑ No ☑ **MONEY DEMANDED IN COMPLAINT:** $ According to Proof

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
16 USC sec.824a-3; 42 USC sec.1983. Enforcement of Public Utilities Enforcement Act rights for small / alternative utilities seeking to interconnect w/ major utility.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce/ICC Rates/etc.
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 810 Selective Service
☐ 850 Securities/Commodities/ Exchange
☐ 875 Customer Challenge 12 USC 3410
☑ 890 Other Statutory Actions
☐ 891 Agricultural Act
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Info. Act
☐ 900 Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of State Statutes

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loan (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Fed. Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury-Med Malpractice
☐ 365 Personal Injury-Product Liability
☐ 368 Asbestos Personal Injury Product Liability

IMMIGRATION
☐ 462 Naturalization Application
☐ 463 Habeas Corpus-Alien Detainee
☐ 465 Other Immigration Actions

TORTS PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

BANKRUPTCY
☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

CIVIL RIGHTS
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/Accommodations
☐ 444 Welfare
☐ 445 American with Disabilities - Employment
☐ 446 American with Disabilities - Other
☐ 440 Other Civil Rights

PRISONER PETITIONS
☐ 510 Motions to Vacate Sentence Habeas Corpus
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus/ Other
☐ 550 Civil Rights
☐ 555 Prison Condition

FORFEITURE / PENALTY
☐ 610 Agriculture
☐ 620 Other Food & Drug
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 630 Liquor Laws
☐ 640 R.R. & Truck
☐ 650 Airline Regs
☐ 660 Occupational Safety /Health
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

PROPERTY RIGHTS
☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS-Third Party 26 USC 7609

CIVIL CASES

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☑ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☑ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:
(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
San Diego County	Santa Cruz County

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	San Francisco County

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	San Diego County Santa Cruz County San Francisco County

*** Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties**
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER) _____ Date June 10, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

NAME, ADDRESS & TELEPHONE NUMBER OF ATTORNEY(S) FOR, OR, PLAINTIFF OR DEFENDANT IF PLAINTIFF OR DEFENDANT IS PRO PER

MEIR J. WESTREICH CSB 73133
Attorney at Law
221 East Walnut Street, Suite 200
Pasadena, Ca. 91101
Tel. 626-440-9906 / FAX 626-440-9970

ATTORNEYS FOR Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation Plaintiff(s), v. CALIFORNIA PUBLIC UTILITIES COMM'N, a California Independent Agency; SOUTHERN CALIFORNIA EDISON CO. a California Corp. Defendant(s)	CASE NUMBER: CV11 04975 JCG **CERTIFICATION AND NOTICE OF INTERESTED PARTIES (Local Rule 7.1-1)**

TO: THE COURT AND ALL PARTIES APPEARING OF RECORD:

The undersigned, counsel of record for Plaintiffs (or party appearing in pro per), certifies that the following listed party (or parties) may have a direct, pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal. (Use additional sheet if necessary.)

PARTY (List the names of all such parties and identify their connection and interest.)	CONNECTION
Solutions for Utilities, Inc. ["SFUI"], a California Corporation	Plaintiff
Mary Hoffman	President of Plaintiff SFUI
CAlifornians for Renewable Energy, Inc. ["CARE"], a California Non-Profit Corporation	Plaintiff
Michael Boyd	President of Plaintiff CARE
California Public Utilities Commission, a California Independent Agency	Defendant
Southern California Edison Co., a California Corporation	Defendant

June 10, 2011
Date

Sign

Meir J. Westreich
Attorney of record for or party appearing in pro per