

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric
Company for Authority, Among Other Things,
to Increase Rates and Charges for Electric and
Gas Service Effective on January 1, 2014.

U 39 M

A.12-11-009
(Filed November 15, 2012)

**PACIFIC GAS AND ELECTRIC COMPANY'S
PREHEARING CONFERENCE STATEMENT**

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Dated: January 8, 2013

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**PACIFIC GAS AND ELECTRIC COMPANY'S REPLY TO
PROTESTS AND RESPONSES**

I. INTRODUCTION

Pursuant to the "Administrative Law Judge's Ruling Setting Prehearing Conference" (Ruling), dated December 11, 2012, and Rule 7.2 of the California Public Utilities Commission (CPUC or Commission) Rules of Practice and Procedure, Pacific Gas and Electric Company (PG&E) submits this Prehearing Conference (PHC) Statement. The Ruling asks that PHC Statements address the following:

- Procedural schedule;
- Scope of issues to be included in (or excluded from) the proceeding;
- Need for evidentiary hearings;
- Appropriate category for this proceeding;
- Discovery issues; and
- List and description of other matters the parties wish to address at the PHC.

After a brief procedural background in Section II, Section III of this statement addresses the above-mentioned issues. Section IV of this statement concludes with a summary of PG&E's specific recommendations.

II. BACKGROUND

On November 15, 2012, PG&E filed its 2014 General Rate Case (GRC) Phase I

Application (Application) and served supporting testimony seeking to increase gas and electric distribution and generation base revenue requirements by a total of \$1.282 billion, effective January 1, 2014, as compared to 2014 projected revenue requirements.

The Application appeared on the Commission’s Daily Calendar on November 16, 2012. On December 17, 2012, six protests or responses were filed by:

- the Commission’s Division of Ratepayer Advocates (DRA),
- The Utility Reform Network (TURN),
- the City and County of San Francisco (CCSF),
- the Greenlining Institute (Greenlining),
- the Merced and Modesto Irrigation Districts (the Irrigation Districts), and
- the Marin Energy Authority, the Alliance for Retail Energy Markets and the Direct Access Customer Coalition (MEA/AReM/DACC).

PG&E filed its reply to these protests and responses on December 21, 2012.

III. DISCUSSION

A. Procedural Schedule

PG&E proposed a procedural schedule for this proceeding in its Application. In preparation for the PHC, DRA, TURN, the Commission’s Safety and Enforcement Division (formerly the Consumer Protection and Safety Division or CPSD) and PG&E conferred on an appropriate schedule. DRA, TURN and PG&E have agreed to recommend the following schedule (Joint Proposal):

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Activity	Date
Prehearing Conference	January 11, 2013
Informal Public Workshop	January 18, 2013
DRA report served	May 3, 2013
CPSD reports submitted	May 17, 2013
Intervenor reports served	May 17, 2013
Rebuttal testimony served (including Responsive Testimony to CPSD Reports)	June 28, 2013
Public Participation Hearings	TBD
Evidentiary Hearings begin	July 15, 2013
Evidentiary Hearings end	August 9, 2013
Mandatory Settlement Conference	August 12-13, 2013
Comparison Exhibit	August 23, 2013
Opening Briefs	September 6, 2013
Reply Briefs	September 27, 2013
Update Filing	October 4, 2013
Update Hearing	October 14, 2013
Proposed Decision	November 19, 2013
Decision	December 19, 2013

This Joint Proposal anticipates that CPSD reports would be submitted on May 17, 2013, but, as of this date, CPSD has not committed that such reports will be then available. PG&E understands that CPSD expects to have a better understanding of the timing of the reports at the PHC. In recognition of the possibility that the schedule in the Joint Proposal might slip, TURN has agreed to support, and DRA has agreed not to oppose, a motion to be filed by PG&E seeking an order from the Commission that would make any revision to the revenue requirements from this case effective January 1, 2014, even if a Commission decision is issued after that date.

Finally, as in the past, PG&E requests that it be directed to file a separate application for Phase 2 issues.^{1/}

1/ See Assigned Commissioner's Ruling in PG&E's 2011 GRC (issued March 5, 2010), directing PG&E to "file a separate Phase 2 application" on the grounds that such "treatment of Phase 2 issues is consistent with recent GRC proceedings. . .and consistent with the Commission's responsibility under Pub. Util. Code

B. Scope of Issues to be Included (or Excluded from) the Proceeding

PG&E identified a number of issues in its Application, which, for the convenience of the parties, are listed in Attachment A to this PHC Statement. PG&E believes that the issues raised by the parties in their protests and responses are adequately captured by this list. Accordingly, PG&E asks that the ALJ and Assigned Commissioner adopt this list as the list of issues to be considered in this proceeding.

C. Need for Evidentiary Hearings

In light of PG&E's application, as well as the parties' protests and responses, PG&E expects that the Commission will conduct evidentiary hearings in this GRC.^{2/}

D. Appropriate Category for this Proceeding

In its Application, PG&E proposed that this case should be categorized as a ratesetting proceeding, which the parties filing protests and responses support.^{3/}

E. Discovery Issues

1. Status

Significant discovery has already occurred in this case. As of the end of December 2012, parties have propounded nearly 2,500 individual requests. (This figure includes all subparts of questions and requests.) Many of these requests were made prior to the filing of the Application and were based on the content of the July 2, 2012 Notice of Intent. PG&E appreciates the efforts of parties to engage in this early discovery. As a matter of practice, PG&E attempts to respond to data requests within 10 business days of receipt, although PG&E cannot meet this target in every instance, in light of the number of requests and the extensive amount of information sought by parties.

§ 1701.5 to complete ratesetting proceedings within 18 months.” (Page 7.)

2/ PG&E's Application, p. 18, DRA Protest, p. 8, TURN Protest, p. 5, CCSF Response, p. 3, Irrigation Districts Protest, p. 8, MEA/AReM/DACC Protest, p. 6, and Greenlining Protest, p. 6.

3/ *Id.*

2. Early Discovery

Past GRCs have seen a deluge of discovery in the late Spring, reaching a peak prior to summer evidentiary hearings. In PG&E's 2011 GRC, PG&E received approximately 1,700 individual requests in the month of April 2010 alone. In order to improve the speed of PG&E's responses as well as to allow parties a more meaningful opportunity to benefit from PG&E's response, PG&E urges parties to engage in discovery as early as possible.

Prior to reaching agreement with DRA and TURN on the Joint Proposal for the schedule in this proceeding, PG&E had anticipated requesting a cut-off date for discovery. Such a cut-off date may not be practicable under the Joint Proposal, however, PG&E asks that the ALJ and Assigned Commissioner urge parties to engage in discovery as early as possible.

3. 10 Business Day Rule

Consistent with PG&E's current practice and the Commission's rule in PG&E's last GRC, PG&E requests that a 10 business day target be adopted for responding to discovery, subject to reasonable extensions. Also consistent with PG&E's last GRC, if a party's sole response to discovery is an objection, PG&E requests that such objection should be made within five business days. Similarly, PG&E is amenable to a five business day target for discovery made after rebuttal testimony based on the content of the rebuttal testimony.

4. Web-based Discovery

In PG&E's recent GRCs, the Commission has adopted PG&E's proposals to use a web-based discovery tool.^{4/} PG&E requests that parties be directed to use this tool again in the 2014 GRC.

Specifically, PG&E maintains a website (<http://apps.pge.com/regulation>) on which PG&E makes available data request responses, including most documents listed as attachments to the responses. This site is also linked to PG&E's main Internet site (<http://www.pge.com>), via the "Rates and Regulation" sub-area. As in the 2011 GRC, the site does not give access to

4/ Assigned Commissioner's Ruling and Scoping Memo, issued March 5, 2010, in A.09-12-020, pages 8-9.

responses and documents that are voluminous or confidential (e.g., submitted to DRA subject to Public Utilities Code Section 583 or provided to a party subject to the Non-disclosure Agreement (NDA))^{5/} or that are unavailable electronically.

PG&E believes this website will be helpful to parties because it allows seven day, 24-hour access to virtually all data request responses, thereby giving parties ready access to data request responses PG&E has provided to other parties. This site is updated frequently and greatly increases the speed with which PG&E can distribute responses to data requests. In addition, the website provides access to other electronic case documents that PG&E has received from parties. PG&E can benefit from the website as well because it saves PG&E the substantial time and expense involved in photocopying and mailing discovery responses for thousands of discovery responses. This is especially true when a party asks for copies of all data requests PG&E has received from all parties as well as PG&E's answers to those requests.

Therefore, PG&E requests that the Scoping Memo adopt the web-based discovery protocols set forth in Attachment C.

F. Other Matters

1. Document Website

As in PG&E's 2011 GRC, PG&E proposes to maintain a document website, where public pleadings, testimony, and Commission rulings will be maintained for access to the public, regardless of party status in the case.^{6/} PG&E suggests that the same procedures apply in this 2014 GRC. Those procedures, along with the website address, are attached as Attachment D to this PHC Statement.

2. PG&E's Current List and Labeling of Exhibits

PG&E's current list of exhibits, including workpapers, is attached as Attachment E to this

^{5/} PG&E has drafted a standard NDA that comports with agreements used in previous cases, included as Attachment B. TURN and several of its representatives have already signed the NDA and received access to confidential information.

^{6/} Assigned Commissioner's Ruling and Scoping Memo, issued March 5, 2010, in A.09-12-020, page 11.

PHC Statement. The list indicates the witness, attorney, and, as appropriate, date identified and date admitted into evidence.

As shown in Attachment E, PG&E has labeled its testimony using a numbering convention following a “PG&E” prefix. For example, PG&E’s first exhibit has been labeled “Exhibit (PG&E-1)” and PG&E recommends that it be labeled, upon admission, as “PG&E-1.” PG&E proposes a similar convention for its workpapers. Workpapers for Chapter 5 of PG&E’s first exhibit would thus be labeled “PG&E-1 WP 05.” PG&E requests the ALJ and Assigned Commissioner’s concurrence with this labeling convention. Regardless of what labeling conventions are adopted for this proceeding, PG&E would be pleased to keep a running list of exhibits throughout the proceeding and to provide such a list to the ALJ and interested parties at the start of each day of evidentiary hearings.

Also, as explained in the Application, PG&E intends to move its workpapers into evidence as part of the record.^{7/} To date, two sections of workpapers and one chapter of testimony have been marked as Confidential and provided to DRA and other parties pursuant to the terms of the NDA or the protections of Public Utilities Code Section 583. To the extent that it becomes necessary to move the Confidential versions of these materials into the public record (instead of the public versions), at such time, PG&E will make a motion to file such workpapers under seal.

3. Common Briefing Outline

As in prior GRCs, PG&E would be pleased to work with the parties and to prepare a common briefing outline, which will assist the parties to organize – and the Commission to follow -- the post-hearing briefs in a consistent and logical format. The specifics of the outline will be developed towards the end of the evidentiary hearings and provided to the ALJ and Assigned Commissioner at the end of the evidentiary hearings.

^{7/} Application, p. 18.

4. Hearing Ground Rules

PG&E anticipates that the Scoping Memo will include a set of ground rules for hearings.^{8/} PG&E requests that the ALJ and Assigned Commissioner adopt ground rules in the following areas in order to promote efficient use of hearing room time.

a. Cross-Examination Exhibits

The testimony and workpapers in this proceeding are extensive. PG&E asks that the ALJ and Assigned Commissioner adopt a rule requiring any party who intends to introduce an exhibit during cross-examination to provide a copy to the witness and the witness' counsel two days before the witness takes the stand. While shorter notice has been provided in prior cases, PG&E believes that the number of witnesses and the need to promote efficient hearings support a rule requiring more notice.

b. Cross-Examination Time

As in prior cases, prior to the commencement of evidentiary hearings, PG&E is willing to collect and consolidate estimates of cross-examination times from the various parties. In order to facilitate such an effort, PG&E recommends that each party send its cross-examination estimates, as well as a list of any days that its witnesses may be unavailable, to PG&E 10 days prior to evidentiary hearings. To the extent such estimates exceed the available hearing time, PG&E asks that the ALJ and Assigned Commissioner put parties "on notice that it may be necessary to limit and allocate time for cross-examination time as well as time for redirect and recross-examination."^{9/}

c. Case Management Statement and Schedule of Witnesses.

Consistent with prior cases, PG&E is willing to produce a case management statement providing a consolidated list and schedule of witnesses, the exhibits sponsored by such witnesses and expected cross-examination times for each. PG&E proposes to circulate this statement one

8/ Assigned Commissioner's Ruling and Scoping Memo, issued March 5, 2010, in A.09-12-020, Appendix D.

9/ Assigned Commissioner's Ruling and Scoping Memo, issued March 5, 2010, in A.09-12-020, Appendix D, p. D-2.

week prior to the commencement of evidentiary hearings.

PG&E will update the schedule on a daily basis and distribute it each morning at the evidentiary hearings. Similarly, during evidentiary hearings, PG&E will email the service list each evening with an expected schedule of witnesses for the coming two days.

d. Hearings Should be Used for Evidentiary Purposes and Motions Should Typically be in Writing

In order to make the most effective use of evidentiary hearings, PG&E asks that the parties avoid bringing oral motions during evidentiary hearings that could have been made in writing. In PG&E's experience, parties have taken hearing time with oral motions to strike written testimony, as well as discovery disputes that should have been raised outside of hearings. Therefore, PG&E urges that the ALJ and Assigned Commissioner direct motions to be made in writing unless (i) the motion is in direct response to oral testimony or (ii) an oral motion is likely to be unopposed and can be done expediently. PG&E also urges the Commission to direct parties to follow the procedures set forth in Resolution ALJ-164 regarding discovery disputes.^{10/}

5. PG&E Contact List

To assist parties seeking help or information from PG&E concerning this case, PG&E has compiled a list of PG&E personnel whom parties may call or e-mail regarding specific aspects of the case. The list is attached as Attachment F to this PHC Statement.

6. Public Participation Hearings

PG&E anticipates that a separate ruling will be issued setting forth the schedule for Public Participation Hearings (PPHs). PG&E takes no position on the number, or location, of PPHs. However, as PG&E has done in prior GRCs, to the extent that the ALJ, Assigned Commissioner or Public Advisor deem it useful, PG&E would be pleased to host a conference call or meeting in order to help consolidate parties' input into the number and location of the PPHs.

^{10/} Assigned Commissioner's Ruling and Scoping Memo, issued March 5, 2010, in A.09-12-020, page 9.

PG&E will participate in such PPHs in whatever manner that the Commission desires.

IV. CONCLUSION

For the reasons discussed above, PG&E respectfully requests that ALJ Pulsifer and Assigned Commissioner Florio issue a scoping memorandum:

1. Adopting the schedule set forth above.
2. Directing PG&E to file a separate application for Phase 2 issues.
3. Adopting the list of issues provided in Attachment A as the list of issues to be considered in this proceeding.
4. Determining that evidentiary hearings are necessary.
5. Categorizing the case as a ratesetting proceeding.
6. Urging the parties to engage in discovery as early as possible.
7. Setting a 10 business day target for responding to discovery, subject to reasonable extensions, and a target of 5 business days for responding to discovery solely with an objection.
8. Adopting PG&E's proposal to use a web-based discovery tool.
9. Adopting the web-based discovery protocols set forth in Attachment C.
10. Requiring PG&E to maintain a document website in accordance with the procedures set forth in Attachment D.
11. Adopting a labeling convention for exhibits and workpapers that commences with the party's name or abbreviation, followed by a numeric reference.
12. Requiring PG&E to keep a running list of exhibits throughout the proceeding and to provide such a list to the ALJ and interested parties at the start of each day of evidentiary hearings.
13. Requiring PG&E to work with the parties and prepare a common briefing outline to be provided to the ALJ and Assigned Commissioner at the end of the evidentiary hearings.
14. Requiring any party who intends to introduce an exhibit during cross-examination to provide a copy to the witness' counsel two days before the witness takes the stand.

15. Requiring each party to send its cross-examination estimates, as well as a list of any days that its witnesses may be unavailable, to PG&E 10 days prior to hearings, and directing parties to be on notice that it may be necessary to limit and allocate time for cross-examination time as well as time for redirect and recross-examination.

16. Requiring PG&E to produce and circulate a case management statement one week prior to the commencement of evidentiary hearings that provides a consolidated list and schedule of witnesses, the exhibits sponsored by such witnesses and expected cross-examination times for each.

17. Requiring PG&E to update the witness schedule on a daily basis and distribute it each morning at evidentiary hearings and to email the service list each evening with an expected schedule of witnesses for the coming two days.

18. Directing that motions should be made in writing unless (i) the motion is in direct response to oral testimony or (ii) an oral motion is likely to be unopposed and can be done expediently.

19. Directing parties to follow the procedures set forth in Resolution ALJ-164 regarding discovery disputes.

Respectfully Submitted,

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By: /s/ Steven W. Frank
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PACIFIC GAS AND ELECTRIC COMPANY

Dated: January 8, 2013

Attachment A

List of Issues

List of Issues

The principal issues are whether:

1. The proposed revenue requirement for the gas distribution function in 2014 is just and reasonable and the Commission should authorize PG&E to reflect the adopted gas distribution revenue requirement in rates.
2. The proposed revenue requirement for the electric distribution function in 2014 is just and reasonable and the Commission should authorize PG&E to reflect the adopted electric distribution revenue requirement in rates.
3. The proposed revenue requirement for the electric generation function in 2014 is just and reasonable and the Commission should authorize PG&E to reflect the adopted electric generation revenue requirement in rates.
4. With respect to the Gas Distribution organization described in Exhibit (PG&E-3):
 - a. The two-way balancing account for leak survey and repair described in Exhibit (PG&E-3), Chapter 6, should be adopted.
5. With respect to the Electric Distribution organization described in Exhibit (PG&E-4):
 - a. The one-way balancing account and tracking account for Vegetation Management described in Exhibit (PG&E-4), Chapter 8, should be continued.
 - b. The two-way balancing account for major emergency costs not covered by the Catastrophic Event Memorandum Account described in Exhibit (PG&E-4), Chapter 10, should be adopted.
 - c. The annual PG&E Electric Tariff Rule 20A work credit allocation amount of \$41.3 million adopted in the 2011 General Rate Case decision should be extended through 2016, as described in Exhibit (PG&E-4), Chapter 18.
 - d. The rate design for light-emitting diode (LED) streetlights described in Exhibit (PG&E-4), Chapter 19, should be adopted.
6. With respect to the Customer Care organization described in Exhibit

(PG&E-5):

a. The costs recorded in the Service Disconnection Memorandum Accounts as of December 31, 2013, are reasonable and should be recoverable through the mechanism described in Exhibit (PG&E-10), Chapter 9.

b. The proposed changes to customer fees (i.e., the non-sufficient funds fee and reconnection fees) described in Exhibit (PG&E-5), Chapter 4, are just and reasonable and should be adopted.

c. The proposed change to PG&E's uncollectibles mechanism as described in Exhibit (PG&E-5), Chapter 4, is just and reasonable and should be adopted.

d. The reporting requirements concerning the SmartMeter™ program specifically identified in Exhibit (PG&E-5), Chapter 10, are no longer required;

e. The joint proposal between PG&E and the Center for Accessible Technology in Exhibit (PG&E-5), Chapter 11, is just and reasonable and should be adopted.

7. With respect to the Energy Supply organization described in Exhibit

(PG&E-6):

a. The decommissioning and fuel oil inventory costs described in Exhibit (PG&E-6), Chapter 4, should be authorized.

b. The expenditure of \$1 million in capital costs above the amount authorized in Decision 10-04-028 for the fuel cell projects should be authorized because the additional expenditure was reasonable and necessary, as explained in Exhibit (PG&E-6), Chapter 4.

c. The credit to the Electric Generation Revenue Requirement with funds received as a result of Department of Energy (DOE) litigation and revenue overcollections associated with PG&E's Utility-Owned Generation Photovoltaic Program, should be authorized, as described in Exhibit (PG&E-6), Chapter 6.

d. The two-way balancing accounts for Hydroelectric Relicensing Costs and

Nuclear Regulatory Costs described in Exhibit (PG&E-6), Chapter 1, should be approved.

8. With respect to the Human Resources and A&G functions described in Exhibits (PG&E-8) and (PG&E-9):

a. The full STIP revenue requirement for eligible non-officer employees is just and reasonable, as described in Exhibit (PG&E-8), Chapter 5, and should be approved.

b. The full cost of D&O liability insurance is just and reasonable, as described in Exhibit (PG&E-9), Chapter 3, and should be approved.

9. The budget reporting requirements adopted in PG&E's 2011 GRC, as described in Exhibit (PG&E-1), Chapter 5, should be continued.

10. The proposed allocation of common costs (A&G expenses and common plant) should be approved for use in other, non-GRC Commission ratemaking mechanisms.

11. The proposed attrition adjustments for 2015 and 2016 for the electric and gas distribution and electric generation functions are just and reasonable and the Commission should authorize PG&E to implement the annual attrition adjustments by compliance advice letters.

12. The proposed computations for working cash are in conformity with SP U-16, just and reasonable, and should be approved.

13. The forecasts of generation rate base, including the inclusion in rate base of forecast nuclear fuel inventory, are just and reasonable, and should be approved.

14. The revisions to existing balancing and memorandum accounts, described in Exhibit (PG&E-10), Chapter 9, are just and reasonable, and should be approved.

Attachment B

Non-Disclosure Agreement

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric Company for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective on January 1, 2014.

(U 39 M)

Application 12-11-009
(filed November 15, 2012)

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is effective this _____ day of _____, 2013, by and between Pacific Gas and Electric Company, (“PG&E”), and _____ on behalf of _____ (“Receiving Party”).

RECITALS

A. Certain of the information requested to be produced or disclosed by PG&E in the above-captioned proceeding (“Proceeding”) constitutes trade secret, market sensitive, proprietary, and/or confidential information (“Confidential Material”).

B. PG&E and the Receiving Party believe that this Agreement will facilitate discovery in the Proceeding and avoid unnecessary law and motion practice.

C. PG&E and the Receiving Party believe that this Agreement will protect legitimate confidentiality concerns, and preserve their rights.

AGREEMENT

In consideration of the recitals set forth above, PG&E and the Receiving Party agree that the following terms and conditions shall govern the disclosure and use of Confidential Material in the context of the Proceeding:

1. For purposes of this Agreement:

a. The term “Confidential Material” includes: (1) information (including information in electronic form) or documents provided and designated by PG&E as confidential, including material PG&E has designated as confidential under the provisions of Public Utilities Code section 583; (2) copies of Confidential Material; (3) Notes of Confidential Material; and (4) information or documents in PG&E’s possession that PG&E received from persons who consider the information or documents to be confidential or proprietary.

b. The term “Notes of Confidential Material” means memoranda, handwritten notes, spreadsheets, PowerPoint presentations, or any other form of information (including information produced or maintained in electronic form) which copies or discloses all or portions of Confidential Material.

c. The term “Reviewing Representative” is a person described in paragraph 8 of this Agreement.

d. The term “Commission” means the California Public Utilities Commission.

2. This Agreement shall govern Confidential Material provided and designated as such by PG&E in this Proceeding, and, notwithstanding any order terminating the Proceeding, shall remain in effect for a period of sixty (60) days after an order concluding or otherwise terminating the Proceeding is no longer subject to judicial review; however, the non-disclosure and confidentiality obligations of Reviewing Representatives, as specified in Appendix A to this Agreement, shall remain in full force and effect for two (2) years after an order concluding or otherwise terminating this Proceeding is no longer subject to judicial review.

3. PG&E may designate as Confidential Material any information or documents that PG&E customarily treats as confidential or proprietary, which are not available to the public, and which, if disclosed freely, would, in PG&E’s judgment, adversely affect either its employees, ratepayers or PG&E.

4. Confidential Material shall be made available under the terms of this Agreement only to Reviewing Representatives as provided in paragraphs 7 and 8, and, where appropriate, paragraph 9 of this Agreement.

5. Confidential Material shall remain available to the Receiving Party until the date that an order concluding or otherwise terminating the Proceeding is no longer subject to judicial review. Upon written request by PG&E after such date, all Reviewing Representatives shall return to PG&E within thirty (30) days all Confidential Material, including all copies of Confidential Material (except Notes of Confidential Material). Within the time period for return of Confidential Material, the Receiving Party shall destroy all Notes of Confidential Material, and the Receiving Party shall submit to PG&E an affidavit stating that all Confidential Material, copies thereof, and Notes of Confidential Material are being returned to PG&E or have been destroyed in accordance with this Paragraph.

6. Confidential Material shall be physically and/or electronically marked “Confidential Material” or “Confidential Pursuant to Section 583 of the Public Utilities Code,” or marked with words of similar purport. The Receiving Party may make only one (1) copy of Confidential Material without the prior approval of PG&E, which approval shall not be unreasonably withheld. The Receiving Party shall maintain a log of such copies for review by PG&E. All Confidential Material shall be maintained by the Receiving Party in a secure manner. Access to Confidential Material shall be limited to those Reviewing Representatives specifically authorized pursuant to paragraph 8, and, where appropriate, paragraph 9 of this Agreement.

7. Confidential Material shall be treated as confidential by the Receiving Party and by the Reviewing Representatives, in accordance with the Nondisclosure Certificate executed pursuant to paragraph 10 of this Agreement. The Receiving Party and Reviewing Representatives shall adopt suitable measures to maintain the confidentiality of Confidential Material, and shall employ the higher of the standard of care that the Receiving Party and Reviewing Representatives employ to preserve their own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of Confidential Material. Confidential Material shall not be used except as necessary for the conduct of the Proceeding and, subject to the limitations specified in paragraph 8, and, where appropriate, paragraph 9, Confidential Material shall not be disclosed in any manner to any person other than a Reviewing Representative who is engaged in the conduct of the Proceeding and who needs to know the information to carry out that person’s responsibilities in the Proceeding. The Reviewing Representatives may make Notes of Confidential Material, which notes must be maintained in a secure manner pursuant to paragraph 6 of this Agreement.

8. A Reviewing Representative may include: (a) an employee of the Receiving Party who is engaged in the conduct of the Proceeding and who needs to know the information to carry out that person's responsibilities in the Proceeding; (b) an attorney representing the Receiving Party in the Proceeding, including his or her associated attorneys, paralegals, or other employees ("Attorneys"); and (c) an expert or an employee of an expert retained by the Receiving Party for the purpose of advising, preparing for, or testifying in the Proceeding, so long as that expert or employee has not been and is not employed by or otherwise affiliated with the Receiving Party ("Experts"). In the event that the Receiving Party wishes to nominate as a Reviewing Representative a person not described in this Paragraph, the Receiving Party shall obtain the prior written agreement of PG&E.

9. PG&E may identify certain Confidential Material as "Highly Confidential Material" by marking it "Highly Confidential Material." Unless otherwise agreed in writing by PG&E, employees of the Receiving Party shall not be entitled to access to Highly Confidential Material. Access to Highly Confidential Material shall be limited to Attorneys and Experts, and only to the extent they must have access to this material as part of their participation in this Proceeding. PG&E will limit its designation of Highly Confidential Material to information and documents that are especially commercially sensitive. Except for the limited access to Highly Confidential Material specified in this Paragraph, Highly Confidential Material shall otherwise be treated as Confidential Materials subject to provisions and protections of this Agreement.

10. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise access Confidential Material pursuant to this Agreement unless and until each and every such Reviewing Representative has first executed and delivered to PG&E a Nondisclosure Certificate in the form set forth in Appendix A to this Agreement ("Nondisclosure Certificate"). Attorneys qualified as Reviewing Representatives are responsible for ensuring that all persons under their employment, instruction, supervision or control who require access to Confidential Material comply with this Agreement and execute and deliver to PG&E a Nondisclosure Certificate.

11. A Reviewing Representative may disclose Confidential Material to any other Reviewing Representative, as long as both Reviewing Representatives have executed and delivered a Nondisclosure Certificate to PG&E. In the event that any Reviewing Representative to whom Confidential Material is disclosed ceases to be engaged in the Proceeding or is employed or retained for a position whereby that person is no longer qualified to be a Reviewing Representative under paragraphs 7 and 8, and, where appropriate, paragraph 9, of this Agreement, such person shall no longer be permitted access to Confidential Material and must comply with the return and destruction requirements of paragraph 5 of this Agreement. Every person who has signed and delivered a Nondisclosure Certificate shall continue to be bound by the provisions of this Agreement and the Nondisclosure Certificate, even if such person is no longer engaged in the Proceeding.

12. If the Receiving Party intends to submit or use in the Proceeding any Confidential Material such that the submission or use would result in a public disclosure of such Confidential Material, including, without limitation, the presentation of prepared testimony, cross-examination, briefs, comments, protests, or other presentations before the Commission, counsel for the Receiving Party shall communicate with counsel for PG&E as soon as possible and, where practicable, not later than five (5) business days prior to such use, and both counsel shall constructively explore means of identifying the Confidential Material so that the confidentiality thereof may be reasonably protected (including, but not limited to, submission of testimony and briefs under seal, and clearing the hearing room during examination, discussion, or argument concerning Confidential Material), while at the same time enabling an effective presentation. If PG&E and the Receiving Party are unable to agree upon a procedure to protect the confidentiality of the Confidential Material, the Receiving Party shall request an order from

the principal hearing officer in the Proceeding, and PG&E reserves the right to oppose the Receiving Party's request. Except as expressly provided for herein, no use may be made of Confidential Material that would fail to protect its confidentiality without such an order from the principal hearing officer.

13. The principal hearing officer retains the discretion to review and evaluate the facts and circumstances involved in any proposed use of Confidential Material in Commission hearings, and the flexibility to respond in whatever manner is most appropriate under the circumstances, including the holding of in camera hearings.

14. Notwithstanding this Agreement, Confidential Material may be disclosed to a governmental, judicial, or regulatory authority requiring such Confidential Material pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Material is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, PG&E is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure. If a request for Confidential Material is made of the Receiving Party under any public records laws, including without any limitation the California Public Records Act, and the Receiving Party believes that it is obligated to disclose Confidential Material in response to such request, the Receiving Party shall provide PG&E with prompt notice of such request so that PG&E may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.

15. The Receiving Party agrees that any release, attempted release, or use of Confidential Material other than as contemplated by this Agreement is strictly prohibited and may cause PG&E irreparable injury which cannot adequately be compensated through pecuniary damages. PG&E shall be given prompt notice of the attempted release or use of Confidential Material so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

16. Nothing in this Agreement shall be construed as limiting the right of PG&E to object to the use or disclosure of Confidential Material, to require the use of additional protocols for the protection of Confidential Material, or to object to the use at hearings or in any other manner Confidential Material on any legal grounds, including relevance and any applicable privilege.

17. To the extent that Confidential Material is discussed, analyzed or otherwise the subject of consideration during any conference or other session held in connection with the Proceeding, only Reviewing Representatives may be present for such sessions.

18. Failure to designate information or documents as Confidential Material prior to disclosure shall not be deemed a waiver in whole or in part of PG&E's claim of confidentiality, and PG&E shall have the right to designate or re-designate such information and documents at any time. Upon receipt of notice from PG&E of any new designation or re-designation, the Receiving Party thereafter shall treat said information or documents according to the new designation or re-designation, and/or will endeavor to return all copies of any newly designated or re-designated documents to PG&E in exchange for copies of the documents with the new designation.

19. The inadvertent disclosure of any information or documents which are subject to a claim of work product, the attorney-client privilege or other legal protection shall not waive the protection for such information or documents as long as PG&E requests their return and takes reasonable precautions to avoid such inadvertent disclosure. Upon written request, the Receiving

Party shall return to PG&E any such protected information or documents inadvertently disclosed, together with all copies and any notes pertaining thereto.

20. This Agreement shall be governed and construed according to the laws of the State of California.

21. The provisions of this Agreement shall be severable, and in case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

22. This Agreement sets forth the complete understanding of the parties hereto with respect to the subject matter hereof as of the date set forth above. This Agreement supersedes any prior understandings, discussions, or course of conduct (oral and written). Any modification or waiver of the provisions of this Agreement must be written, must be executed by both PG&E and the Receiving Party, and shall not be implied by any usage of trade or course of conduct.

23. This Agreement may be executed in separate counterparts by PG&E and the Receiving Party, each of which shall be fully effective as to the party executing it.

24. The principal hearing officer in the Proceeding shall resolve any disputes arising from this Agreement. Prior to presenting any dispute arising from this Agreement to the principal hearing officer, PG&E and the Receiving Party shall use their best efforts to resolve the dispute.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date entered below on behalf of PG&E and the Receiving Party.

PACIFIC GAS AND ELECTRIC COMPANY

RECEIVING PARTY

Dated: _____

Dated: _____

By: _____

Signature: _____

Darren P. Roach
Law Department
Pacific Gas and Electric Company
Post Office Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6345
Fax: (415) 973-0516
Email: dprc@pge.com

Name: _____

Title: _____

Company/Firm: _____

Representing (name of party): _____

Attorney for
PACIFIC GAS AND ELECTRIC COMPANY

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric Company for Authority, Among Other Things, to Increase Rates and Charges for Electric and Gas Service Effective on January 1, 2014.

(U 39 M)

Application 12-11-009
(filed November 15, 2012)

NONDISCLOSURE CERTIFICATE

I certify my understanding that access to Confidential Material is provided to me pursuant to the terms and restrictions of the Nondisclosure Agreement (“Agreement”) for use in the above-captioned proceeding. I have been given a copy of and have read the Agreement and agree to be bound by it. I understand that the contents of Confidential Material and Highly Confidential Material (if I may have access to such material as provided in paragraph 9 of the Agreement), including any notes or memorandum or other form of information (including information received or maintained in electronic form) which copy or disclose such material, shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only for the purpose of the above-captioned proceeding. I agree to honor the confidentiality of Confidential Material and Highly Confidential Material for two (2) years following the conclusion or termination of this proceeding as specified in the Agreement.

Dated: _____

Signature: _____

Name: _____

Title: _____

Company/Firm: _____

Representing (name of party): _____

Business Address: _____

Business Phone: _____

Business Fax: _____

Email: _____

Attachment C

Web-Based Discovery Protocols

Web-based Discovery Protocols

PG&E requests that the Scoping Memo adopt the protocols set forth below:

1. Parties should transmit their data requests to PG&E electronically by email, preferably with the content document (discovery request) attached to the email. The email should be sent to GRC2014Mailbox@PGE.COM. This will greatly facilitate the processes of routing the questions to the appropriate witness and the posting of the data request on the website.

2. Service of the response should be deemed effected once PG&E posts its response on its website, and PG&E sends an email to the requestor indicating that the response has been posted for Internet access and, subject to size limitations, providing the requestor an electronic copy of PG&E's response. Please note that, in the case of confidential material or material that cannot be made available electronically, the same protocol will apply, but the confidential or non-electronic material will be sent in hard copy via first-class mail.

3. PG&E should not be required to provide paper copies of discovery responses to any party that has access to PG&E's Rates & Regulations Internet website, except for those portions of a response that are not available electronically, or which include confidential material. PG&E will establish discovery website access for those individuals related to an active participating party in the PG&E General Rate Case 2014 who signs PG&E's "Internet Discovery Access Agreement" a copy of which is attached as Attachment G to this PHC Statement. A party seeking access should locate the area of the website labeled "Internet Discovery Access Log-In," click on "Register" to register for an individual user name and password, and to complete the enrollment process for GRC 2014. The last step of that process asks the party to download a Word file containing the agreement, and then execute and return to PG&E a paper copy of the agreement. Once PG&E receives that agreement, PG&E will notify the party by email that the party has been given requisite case access. Several parties have already successfully followed this practice to obtain access to discovery over the internet for this GRC.

PG&E should be required to accept data requests by mail and provide paper copy

responses only for those parties who do not have internet access. This is consistent with the protocol in PG&E's 2011 GRC as well as the Commission's own filing rules, which require major utilities such as PG&E to file their pleadings electronically rather than in hard copy (Rule 1.13).

Attachment D

Document Website Posting Procedures

Document Website Posting Procedures

Pacific Gas and Electric Company (PG&E) has established a dedicated e-mail address to facilitate development of the “Document Website” for the Test Year 2014 General Rate Case. Parties and the public can access documents posted at the following link:

<http://apps.pge.com/regulation/search.aspx?CaseID=1036>

Click on the Search button to access a list of posted documents. Each party shall send all public version documents that are required to be either filed or served to GRC2014Mailbox@PGE.COM as an attachment.

In the case of documents containing confidential material subject to Pub. Util. Code § 583 or a non-disclosure agreement, a redacted copy shall be sent to the above email address. For documents PG&E receives during normal business hours (M-F, 8:30 a.m. to 5:00 p.m.), PG&E shall post the document within three hours after receipt; for documents PG&E receives outside normal business hours, PG&E shall post the document by 11:30 a.m., the next business day. In the event that a document is not timely posted, PG&E's shall promptly post the document after discovery of the error.

To eliminate differences in pagination upon printing, parties should save their documents in Adobe Portable Document Format (.pdf). Files converted by Adobe Acrobat from other document formats are preferred to files that contain scanned images due to file size and searchability features. Parties to the case who do not have access to the web shall be served with paper copies, as is normally the case.

Attachment E

Current List of Exhibits Including Workpapers

ATTACHMENT E

**PACIFIC GAS AND ELECTRIC COMPANY
2014 General Rate Case
Proposed Exhibit List**

Exhibit Number	Chapter	Party	Title	Doc Type	Witness	Attorney	Date Identified	Date Admitted
PG&E-1		PG&E	Summary of PG&E's 2014 General Rate Case	Testimony				
PG&E-1	Ch. 1	PG&E	Introduction	Testimony	Anthony F. Earley, Jr.	Steve Frank		
PG&E-1	Ch. 2	PG&E	Overview	Testimony	Christopher P. Johns	Steve Frank		
PG&E-1	Ch. 3	PG&E	Safety of the Public and Employees	Testimony	Desmond A. Bell	Steve Frank		
PG&E-1	Ch. 4	PG&E	Risk Assessment and Planning	Testimony	Anil Suri	Steve Frank		
PG&E-1	Ch. 5	PG&E	Summary of PG&E's Request	Testimony	Shelly J. Sharp	Steve Frank		
PG&E-1 WP 05	Ch. 5	PG&E	Summary of PG&E's Request	Workpapers	Shelly J. Sharp	Steve Frank		
PG&E-2		PG&E	Results of Operations	Testimony				
PG&E-2	Ch. 1	PG&E	Introduction	Testimony	Nielson D. Jones	Craig Buchsbaum		
PG&E-2	Ch. 2	PG&E	SAP FERC Translation	Testimony	David H. Hartman	Craig Buchsbaum		
PG&E-2 WP 02	Ch. 2	PG&E	SAP FERC Translation	Workpapers	David H. Hartman	Craig Buchsbaum		
PG&E-2	Ch. 3	PG&E	Electric Distribution O&M Expense	Testimony	David H. Hartman	Craig Buchsbaum		
PG&E-2 WP 03	Ch. 3	PG&E	Electric Distribution O&M Expense	Workpapers	David H. Hartman	Craig Buchsbaum		
PG&E-2	Ch. 4	PG&E	Gas Distribution O&M Expense	Testimony	David H. Hartman	Craig Buchsbaum		
PG&E-2 WP 04	Ch. 4	PG&E	Gas Distribution O&M Expense	Workpapers	David H. Hartman	Craig Buchsbaum		
PG&E-2	Ch. 5	PG&E	Customer Accounts Expense	Testimony	David H. Hartman	Craig Buchsbaum		
PG&E-2 WP 05	Ch. 5	PG&E	Customer Accounts Expense	Workpapers	David H. Hartman	Craig Buchsbaum		
PG&E-2	Ch. 6	PG&E	Generation O&M Expense	Testimony	David H. Hartman	Craig Buchsbaum		
PG&E-2 WP 06	Ch. 6	PG&E	Generation O&M Expense	Workpapers	David H. Hartman	Craig Buchsbaum		
PG&E-2	Ch. 7	PG&E	Administrative and General Expenses	Testimony	Judith S. Gutierrez	Craig Buchsbaum		
PG&E-2 WP 07	Ch. 7	PG&E	Administrative and General Expenses	Workpapers	Judith S. Gutierrez	Craig Buchsbaum		
PG&E-2	Ch. 8	PG&E	Payroll and Other Taxes	Testimony	Laurie Shakur	Craig Buchsbaum		
PG&E-2 WP 08	Ch. 8	PG&E	Payroll and Other Taxes	Workpapers	Laurie Shakur	Craig Buchsbaum		
PG&E-2	Ch. 9	PG&E	Electric, Gas and Common Plant	Testimony	Charles M. Marre	Craig Buchsbaum		
PG&E-2 WP 09	Ch. 9	PG&E	Electric, Gas and Common Plant	Workpapers	Charles M. Marre	Craig Buchsbaum		
PG&E-2	Ch. 10	PG&E	Depreciation Reserve and Expense	Testimony	Charles M. Marre	Craig Buchsbaum		
PG&E-2 WP 10	Ch. 10	PG&E	Depreciation Reserve and Expense	Workpapers	Charles M. Marre	Craig Buchsbaum		
PG&E-2	Ch. 11	PG&E	Depreciation Study	Testimony	C. Richard Clarke	Craig Buchsbaum		
PG&E-2 WP 11 V1	Ch. 11	PG&E	Depreciation Study - Volume 1	Workpapers	C. Richard Clarke	Craig Buchsbaum		
PG&E-2 WP 11 V2	Ch. 11	PG&E	Depreciation Study - Volume 2	Workpapers	C. Richard Clarke	Craig Buchsbaum		
PG&E-2	Ch. 12	PG&E	Income and Property Taxes	Testimony	Jack A. Battin	Craig Buchsbaum		
PG&E-2 WP 12 V1	Ch. 12	PG&E	Income and Property Taxes - Volume 1	Workpapers	Jack A. Battin	Craig Buchsbaum		
PG&E-2 WP 12 V2	Ch. 12	PG&E	Income and Property Taxes - Volume 2	Workpapers	Jack A. Battin	Craig Buchsbaum		
PG&E-2	Ch. 13	PG&E	Working Cash	Testimony	Nielson D. Jones	Craig Buchsbaum		
PG&E-2 WP 13	Ch. 13	PG&E	Working Cash	Workpapers	Nielson D. Jones	Craig Buchsbaum		
PG&E-2	Ch. 14	PG&E	Gas and Electric Distribution and Generation Rate Base	Testimony	Charles M. Marre	Craig Buchsbaum		
PG&E-2 WP 14	Ch. 14	PG&E	Gas and Electric Distribution and Generation Rate Base	Workpapers	Charles M. Marre	Craig Buchsbaum		
PG&E-2	Ch. 15	PG&E	Electric Revenues at Present Rates	Testimony	Philip J. Quadrini	Craig Buchsbaum		
PG&E-2 WP 15	Ch. 15	PG&E	Electric Revenues at Present Rates	Workpapers	Philip J. Quadrini	Craig Buchsbaum		
PG&E-2	Ch. 16	PG&E	Gas Revenues at Present Rates	Testimony	Kenneth E. Niemi	Craig Buchsbaum		
PG&E-2 WP 16	Ch. 16	PG&E	Gas Revenues at Present Rates	Workpapers	Kenneth E. Niemi	Craig Buchsbaum		
PG&E-2	Ch. 17	PG&E	Other Operating Revenues	Testimony	Stephen J. Koenig	Craig Buchsbaum		
PG&E-2 WP 17	Ch. 17	PG&E	Other Operating Revenues	Workpapers	Stephen J. Koenig	Craig Buchsbaum		

ATTACHMENT E

**PACIFIC GAS AND ELECTRIC COMPANY
2014 General Rate Case
Proposed Exhibit List**

Exhibit Number	Chapter	Party	Title	Doc Type	Witness	Attorney	Date Identified	Date Admitted
PG&E-2	Ch. 18	PG&E	Calculation of Revenue Requirement	Testimony	Nielson D. Jones	Craig Buchsbaum		
PG&E-2 WP 18 V1	Ch. 18	PG&E	Calculation of Revenue Requirement - Volume 1	Workpapers	Nielson D. Jones	Craig Buchsbaum		
PG&E-2 WP 18 V2	Ch. 18	PG&E	Calculation of Revenue Requirement - Volume 2	Workpapers	Nielson D. Jones	Craig Buchsbaum		
PG&E-3		PG&E	Gas Distribution	Testimony				
PG&E-3	Ch. 1	PG&E	Gas Distribution Operations Policy and Introduction	Testimony	Nickolas Stavropoulos	Erich Lichtblau		
PG&E-3	Ch. 2	PG&E	System Operations Gas Control	Testimony	Melvin J. Christopher	Erich Lichtblau		
PG&E-3 WP 02	Ch. 2	PG&E	System Operations Gas Control	Workpapers	Melvin J. Christopher	Erich Lichtblau		
PG&E-3	Ch. 3	PG&E	Gas Distribution Mapping and Records	Testimony	Sumeet Singh	Erich Lichtblau		
PG&E-3 WP 03	Ch. 3	PG&E	Gas Distribution Mapping and Records	Workpapers	Sumeet Singh	Erich Lichtblau		
PG&E-3	Ch. 4	PG&E	Gas Distribution Integrity Management Program	Testimony	Christine C. Chapman	Erich Lichtblau		
PG&E-3 WP 04	Ch. 4	PG&E	Gas Distribution Integrity Management Program	Workpapers	Christine C. Chapman	Erich Lichtblau		
PG&E-3	Ch. 5	PG&E	Pipe, Meter and Other Preventative Maintenance	Testimony	Jodie L. Kubota	Erich Lichtblau		
PG&E-3 WP 05	Ch. 5	PG&E	Pipe, Meter and Other Preventative Maintenance	Workpapers	Jodie L. Kubota	Erich Lichtblau		
PG&E-3	Ch. 6	PG&E	Leak Survey and Repair	Testimony	Steve M. Redding	Erich Lichtblau		
PG&E-3 WP 06	Ch. 6	PG&E	Leak Survey and Repair	Workpapers	Steve M. Redding	Erich Lichtblau		
PG&E-3	Ch. 7	PG&E	Gas Field Services and Response	Testimony	Richard W. Yamaguchi	Erich Lichtblau		
PG&E-3 WP 07	Ch. 7	PG&E	Gas Field Services and Response	Workpapers	Richard W. Yamaguchi	Erich Lichtblau		
PG&E-3	Ch. 8	PG&E	Gas Distribution Capital and Investment Planning	Testimony	Louis T. Krannich	Erich Lichtblau		
PG&E-3 WP 08	Ch. 8	PG&E	Gas Distribution Capital and Investment Planning	Workpapers	Louis T. Krannich	Erich Lichtblau		
PG&E-3	Ch. 9	PG&E	New Business and Work at the Request of Others	Testimony	Nina B. Bubnova	Erich Lichtblau		
PG&E-3 WP 09	Ch. 9	PG&E	New Business and Work at the Request of Others	Workpapers	Nina B. Bubnova	Erich Lichtblau		
PG&E-3	Ch. 10	PG&E	Technical Training and Research and Development	Testimony	Bill L. Gibson	Erich Lichtblau		
PG&E-3 WP 10	Ch. 10	PG&E	Technical Training and Research and Development	Workpapers	Bill L. Gibson	Erich Lichtblau		
PG&E-3	Ch. 11	PG&E	Gas Operations Technology Costs	Testimony	Steven A. Whelan	Erich Lichtblau		
PG&E-3 WP 11	Ch. 11	PG&E	Gas Operations Technology Costs	Workpapers	Steven A. Whelan	Erich Lichtblau		
PG&E-3	Ch. 12	PG&E	Gas Operations Building Projects, AGA Fees and PAS 55 Certification	Testimony	Bill L. Gibson	Erich Lichtblau		
PG&E-3 WP 12	Ch. 12	PG&E	Gas Operations Building Projects, AGA Fees and PAS 55 Certification	Workpapers	Bill L. Gibson	Erich Lichtblau		
PG&E-4		PG&E	Electric Distribution	Testimony				
PG&E-4	Ch. 1	PG&E	Electric Distribution Operations Policy and Introduction	Testimony	Geisha J. Williams	Peter Van Mieghem		
PG&E-4 WP 01	Ch. 1	PG&E	Electric Distribution Operations Policy and Introduction	Workpapers	Geisha J. Williams	Peter Van Mieghem		
PG&E-4	Ch. 2	PG&E	Electric Operations Technology	Testimony	Kevin J. Dasso	Peter Van Mieghem		
PG&E-4 WP 02	Ch. 2	PG&E	Electric Operations Technology	Workpapers	Kevin J. Dasso	Peter Van Mieghem		
PG&E-4	Ch. 3	PG&E	Applied Technology Services	Testimony	Kevin J. Dasso	Peter Van Mieghem		
PG&E-4 WP 03	Ch. 3	PG&E	Applied Technology Services	Workpapers	Kevin J. Dasso	Peter Van Mieghem		
PG&E-4	Ch. 4	PG&E	Electric Mapping and Records Management	Testimony	Kevin J. Dasso	Peter Van Mieghem		
PG&E-4 WP 04	Ch. 4	PG&E	Electric Mapping and Records Management	Workpapers	Kevin J. Dasso	Peter Van Mieghem		
PG&E-4	Ch. 5	PG&E	Electric Distribution Maintenance	Testimony	Jeffery Hulon	Peter Van Mieghem		
PG&E-4 WP 05	Ch. 5	PG&E	Electric Distribution Maintenance	Workpapers	Jeffery Hulon	Peter Van Mieghem		
PG&E-4	Ch. 6	PG&E	Pole Test and Treat, Restoration and Joint Utilities Coordination	Testimony	Jeffery Hulon	Peter Van Mieghem		
PG&E-4 WP 06	Ch. 6	PG&E	Pole Test and Treat, Restoration and Joint Utilities Coordination	Workpapers	Jeffery Hulon	Peter Van Mieghem		
PG&E-4	Ch. 7	PG&E	Pole Replacement	Testimony	Jeffery Hulon	Peter Van Mieghem		
PG&E-4 WP 07	Ch. 7	PG&E	Pole Replacement	Workpapers	Jeffery Hulon	Peter Van Mieghem		

ATTACHMENT E

**PACIFIC GAS AND ELECTRIC COMPANY
2014 General Rate Case
Proposed Exhibit List**

Exhibit Number	Chapter	Party	Title	Doc Type	Witness	Attorney	Date Identified	Date Admitted
PG&E-4	Ch. 8	PG&E	Vegetation Management	Testimony	Peter Dominguez	Peter Van Mieghem		
PG&E-4 WP 08	Ch. 8	PG&E	Vegetation Management	Workpapers	Peter Dominguez	Peter Van Mieghem		
PG&E-4	Ch. 9	PG&E	New Business and Work at the Request of Others	Testimony	Nina B. Bubnova	Peter Van Mieghem		
PG&E-4 WP 09	Ch. 9	PG&E	New Business and Work at the Request of Others	Workpapers	Nina B. Bubnova	Peter Van Mieghem		
PG&E-4	Ch. 10	PG&E	Electric Emergency Recovery	Testimony	Barry D. Anderson	Peter Van Mieghem		
PG&E-4 WP 10	Ch. 10	PG&E	Electric Emergency Recovery	Workpapers	Barry D. Anderson	Peter Van Mieghem		
PG&E-4	Ch. 11	PG&E	Distribution System Operations	Testimony	Barry D. Anderson	Peter Van Mieghem		
PG&E-4 WP 11	Ch. 11	PG&E	Distribution System Operations	Workpapers	Barry D. Anderson	Peter Van Mieghem		
PG&E-4	Ch. 12	PG&E	Electric Distribution Capacity	Testimony	Manho Yeung	Peter Van Mieghem		
PG&E-4 WP 12	Ch. 12	PG&E	Electric Distribution Capacity	Workpapers	Manho Yeung	Peter Van Mieghem		
PG&E-4	Ch. 13	PG&E	Substation Asset Strategy	Testimony	Manho Yeung	Peter Van Mieghem		
PG&E-4 WP 13	Ch. 13	PG&E	Substation Asset Strategy	Workpapers	Manho Yeung	Peter Van Mieghem		
PG&E-4	Ch. 14	PG&E	Electric Engineering - Distribution Planning, Operations, & Power Quality	Testimony	Manho Yeung	Peter Van Mieghem		
PG&E-4 WP 14	Ch. 14	PG&E	Electric Engineering - Distribution Planning, Operations, & Power Quality	Workpapers	Manho Yeung	Peter Van Mieghem		
PG&E-4	Ch. 15	PG&E	Electric Distribution Reliability	Testimony	Steve E. Calvert	Peter Van Mieghem		
PG&E-4 WP 15	Ch. 15	PG&E	Electric Distribution Reliability	Workpapers	Steve E. Calvert	Peter Van Mieghem		
PG&E-4	Ch. 16	PG&E	Underground Asset Management	Testimony	Steve E. Calvert	Peter Van Mieghem		
PG&E-4 WP 16	Ch. 16	PG&E	Underground Asset Management	Workpapers	Steve E. Calvert	Peter Van Mieghem		
PG&E-4	Ch. 17	PG&E	Distribution Automation and System Protection	Testimony	Steve E. Calvert	Peter Van Mieghem		
PG&E-4 WP 17	Ch. 17	PG&E	Distribution Automation and System Protection	Workpapers	Steve E. Calvert	Peter Van Mieghem		
PG&E-4	Ch. 18	PG&E	Rule 20A	Testimony	Sindy L. Mikkelsen	Peter Van Mieghem		
PG&E-4 WP 18	Ch. 18	PG&E	Rule 20A	Workpapers	Sindy L. Mikkelsen	Peter Van Mieghem		
PG&E-4	Ch. 19	PG&E	LED Streetlight Program	Testimony	Steven L. Dannecker	Peter Van Mieghem		
PG&E-4 WP 19	Ch. 19	PG&E	LED Streetlight Program	Workpapers	Steven L. Dannecker	Peter Van Mieghem		
PG&E-4	Ch. 20	PG&E	Electric Distribution Support Activities	Testimony	John B. Carruthers	Peter Van Mieghem		
PG&E-4 WP 20	Ch. 20	PG&E	Electric Distribution Support Activities	Workpapers	John B. Carruthers	Peter Van Mieghem		
PG&E-5								
		PG&E	Customer Care					
PG&E-5	Ch. 1	PG&E	Customer Care Policy	Testimony	Helen A. Burt	Chonda Nwamu		
PG&E-5	Ch. 2	PG&E	Customer Inquiry Assistance	Testimony	Steven H. Phillips	Chonda Nwamu		
PG&E-5 WP 02	Ch. 2	PG&E	Customer Inquiry Assistance	Workpapers	Steven H. Phillips	Chonda Nwamu		
PG&E-5	Ch. 3	PG&E	Office Services	Testimony	Steven H. Phillips	Chonda Nwamu		
PG&E-5 WP 03	Ch. 3	PG&E	Office Services	Workpapers	Steven H. Phillips	Chonda Nwamu		
PG&E-5	Ch. 4	PG&E	Meter to Cash	Testimony	Steven H. Phillips	Chonda Nwamu		
PG&E-5 WP 04	Ch. 4	PG&E	Meter to Cash	Workpapers	Steven H. Phillips	Chonda Nwamu		
PG&E-5	Ch. 5	PG&E	Metering	Testimony	Steven H. Phillips	Chonda Nwamu		
PG&E-5 WP 05	Ch. 5	PG&E	Metering	Workpapers	Steven H. Phillips	Chonda Nwamu		
PG&E-5	Ch. 6	PG&E	Quality Assurance Program/Safety Net Program	Testimony	Steven H. Phillips	Chonda Nwamu		
PG&E-5	Ch. 7	PG&E	Customer Energy Solutions	Testimony	Jess A. Brown	Chonda Nwamu		
PG&E-5 WP 07	Ch. 7	PG&E	Customer Energy Solutions	Workpapers	Jess A. Brown	Chonda Nwamu		
PG&E-5	Ch. 8	PG&E	Customer Retention	Testimony	David E. Rubin	Chonda Nwamu		
PG&E-5 WP 08	Ch. 8	PG&E	Customer Retention	Workpapers	David E. Rubin	Chonda Nwamu		
PG&E-5	Ch. 9	PG&E	Information Technology Programs	Testimony	Brian F. Rich	Chonda Nwamu		
PG&E-5 WP 09	Ch. 9	PG&E	Information Technology Programs	Workpapers	Brian F. Rich	Chonda Nwamu		

ATTACHMENT E

**PACIFIC GAS AND ELECTRIC COMPANY
2014 General Rate Case
Proposed Exhibit List**

Exhibit Number	Chapter	Party	Title	Doc Type	Witness	Attorney	Date Identified	Date Admitted
PG&E-5	Ch. 10	PG&E	SmartMeter™ Program	Testimony	James L. Meadows	Chonda Nwamu		
PG&E-5 WP 10	Ch. 10	PG&E	SmartMeter™ Program	Workpapers	James L. Meadows	Chonda Nwamu		
PG&E-5	Ch. 11	PG&E	Accessibility Improvements	Testimony	Steven H. Phillips	Chonda Nwamu		
PG&E-6								
		PG&E	Energy Supply	Testimony				
PG&E-6	Ch. 1	PG&E	Energy Supply Operations Policy	Testimony	John T. Conway	Bill Manheim		
PG&E-6	Ch. 2	PG&E	Hydro Operations Costs	Testimony	Michael L. Jones	Bill Manheim		
PG&E-6 WP 02 V1	Ch. 2	PG&E	Hydro Operations Costs - Volume 1	Workpapers	Michael L. Jones	Bill Manheim		
PG&E-6 WP 02 V2	Ch. 2	PG&E	Hydro Operations Costs - Volume 2	Workpapers	Michael L. Jones	Bill Manheim		
PG&E-6 WP 02 C	Ch. 2	PG&E	Hydro Operations Costs (Confidential)	Workpapers	Michael L. Jones	Bill Manheim		
PG&E-6	Ch. 3	PG&E	Nuclear Operations Costs	Testimony	Ed Halpin	Bill Manheim		
PG&E-6 WP 03	Ch. 3	PG&E	Nuclear Operations Costs	Workpapers	Ed Halpin	Bill Manheim		
PG&E-6	Ch. 4	PG&E	Fossil and Other Generation Operations Costs	Testimony	Debbie Powell	Bill Manheim		
PG&E-6 WP 04	Ch. 4	PG&E	Fossil and Other Generation Operations Costs	Workpapers	Debbie Powell	Bill Manheim		
PG&E-6 WP 04 C	Ch. 4	PG&E	Fossil and Other Generation Operations Costs (Confidential)	Workpapers	Debbie Powell	Bill Manheim		
PG&E-6	Ch. 5	PG&E	Energy Procurement Administration Costs	Testimony	Kelly A. Everidge	Bill Manheim		
PG&E-6 WP 05	Ch. 5	PG&E	Energy Procurement Administration Costs	Workpapers	Kelly A. Everidge	Bill Manheim		
PG&E-6	Ch. 6	PG&E	Energy Supply Ratemaking	Testimony	Joseph F. O'Flanagan	Bill Manheim		
PG&E-6 WP 06	Ch. 6	PG&E	Energy Supply Ratemaking	Workpapers	Joseph F. O'Flanagan	Bill Manheim		
PG&E-7								
		PG&E	Shared Services and Information Technology					
PG&E-7	Ch. 1	PG&E	Shared Services and Information Technology Policy and Introduction	Testimony	Desmond A. Bell	Darren Roach		
PG&E-7	Ch. 2	PG&E	Safety Department	Testimony	Mark C. Hughes	Darren Roach		
PG&E-7 WP 02	Ch. 2	PG&E	Safety Department	Workpapers	Mark C. Hughes	Darren Roach		
PG&E-7	Ch. 3	PG&E	Transportation Services	Testimony	David M. Meisel	Darren Roach		
PG&E-7 WP 03	Ch. 3	PG&E	Transportation Services	Workpapers	David M. Meisel	Darren Roach		
PG&E-7	Ch. 4	PG&E	Supply Chain - Materials Logistics and Planning	Testimony	Lance C. Schultz	Darren Roach		
PG&E-7 WP 04	Ch. 4	PG&E	Supply Chain - Materials Logistics and Planning	Workpapers	Lance C. Schultz	Darren Roach		
PG&E-7	Ch. 5	PG&E	Supply Chain - Sourcing Operations	Testimony	Steve T. Coleman	Darren Roach		
PG&E-7 WP 05	Ch. 5	PG&E	Supply Chain - Sourcing Operations	Workpapers	Steve T. Coleman	Darren Roach		
PG&E-7	Ch. 6	PG&E	Real Estate	Testimony	Helen Vu	Darren Roach		
PG&E-7 WP 06 V1	Ch. 6	PG&E	Real Estate - Volume 1	Workpapers	Helen Vu	Darren Roach		
PG&E-7 WP 06 V2	Ch. 6	PG&E	Real Estate - Volume 2	Workpapers	Helen Vu	Darren Roach		
PG&E-7	Ch. 7	PG&E	Environmental Program	Testimony	Janet C. Loduca	Darren Roach		
PG&E-7 WP 07	Ch. 7	PG&E	Environmental Program	Workpapers	Janet C. Loduca	Darren Roach		
PG&E-7	Ch. 8	PG&E	Information Technology Costs	Testimony	Malia M. Wolf	Michael Reidenbach		
PG&E-7 WP 08	Ch. 8	PG&E	Information Technology Costs	Workpapers	Malia M. Wolf	Michael Reidenbach		
PG&E-7	Ch. 9	PG&E	Information Technology Cybersecurity	Testimony	James W. Sample	Michael Reidenbach		
PG&E-7 WP 09	Ch. 9	PG&E	Information Technology Cybersecurity	Workpapers	James W. Sample	Michael Reidenbach		
PG&E-8								
		PG&E	Human Resources Policies	Testimony				
PG&E-8	Ch. 1	PG&E	Human Resources Policy	Testimony	John R. Simon	Mike Klotz		
PG&E-8	Ch. 2	PG&E	Workforce Diversity and Inclusion Policy	Testimony	Joyce Ibarrolasa	Mike Klotz		
PG&E-8	Ch. 3	PG&E	Total Compensation Study	Testimony	John Lowe	Mike Klotz		
PG&E-8	Ch. 4	PG&E	Total Compensation Study Results – Mercer, LLC	Testimony	F. Pierce Noble James Vaughan	Mike Klotz		

ATTACHMENT E

**PACIFIC GAS AND ELECTRIC COMPANY
2014 General Rate Case
Proposed Exhibit List**

Exhibit Number	Chapter	Party	Title	Doc Type	Witness	Attorney	Date Identified	Date Admitted
PG&E-8 C	Ch. 4	PG&E	Total Compensation Study Results – Mercer, LLC (Confidential)	Testimony	F. Pierce Noble James Vaughan	Mike Klotz		
PG&E-8	Ch. 5	PG&E	Short-Term Incentive Plan and Labor Escalation Assumptions	Testimony	Gene Tate	Mike Klotz		
PG&E-8 WP 05	Ch. 5	PG&E	Short-Term Incentive Plan and Labor Escalation Assumptions	Workpapers	Gene Tate	Mike Klotz		
PG&E-8	Ch. 6	PG&E	Benefits, Health and Insurance	Testimony	Dora M. Choy	Craig Buchsbaum		
PG&E-8 WP 06	Ch. 6	PG&E	Benefits, Health and Insurance	Workpapers	Dora M. Choy	Craig Buchsbaum		
PG&E-8	Ch. 7	PG&E	Retirement, Disability and Other Benefits, Including Trust Contributions	Testimony	Valerie I. Lewis Ted Huntley	Craig Buchsbaum		
PG&E-8 WP 07	Ch. 7	PG&E	Retirement, Disability and Other Benefits, Including Trust Contributions	Workpapers	Valerie I. Lewis Ted Huntley	Craig Buchsbaum		
PG&E-8	Ch. 8	PG&E	Workers' Compensation Costs	Testimony	Christopher Thomas	Mike Klotz		
PG&E-8 WP 08	Ch. 8	PG&E	Workers' Compensation Costs	Workpapers	Christopher Thomas	Mike Klotz		
PG&E-8	Ch. 9	PG&E	Workforce Management - Severance Program Costs	Testimony	Andrew K. Williams	Mike Klotz		
PG&E-8 WP 09	Ch. 9	PG&E	Workforce Management - Severance Program Costs	Workpapers	Andrew K. Williams	Mike Klotz		
PG&E-9		PG&E	Administrative and General Expenses	Testimony				
PG&E-9	Ch. 1	PG&E	Introduction	Testimony	Judith S. Gutierrez	Mike Klotz		
PG&E-9 WP 01	Ch. 1	PG&E	Introduction	Workpapers	Judith S. Gutierrez	Mike Klotz		
PG&E-9	Ch. 2	PG&E	Finance Organization Costs	Testimony	Bruce P. Fraser	Mike Klotz		
PG&E-9 WP 02	Ch. 2	PG&E	Finance Organization Costs	Workpapers	Bruce P. Fraser	Mike Klotz		
PG&E-9	Ch. 3	PG&E	Risk and Audit Department Costs and Insurance Expenses	Testimony	Megan S. Janis	Mike Klotz		
PG&E-9 WP 03	Ch. 3	PG&E	Risk and Audit Department Costs and Insurance Expenses	Workpapers	Megan S. Janis	Mike Klotz		
PG&E-9	Ch. 4	PG&E	Human Resources Department and HR Technology Costs	Testimony	Andrew K. Williams	Mike Klotz		
PG&E-9 WP 04	Ch. 4	PG&E	Human Resources Department and HR Technology Costs	Workpapers	Andrew K. Williams	Mike Klotz		
PG&E-9	Ch. 5	PG&E	Regulatory Relations Department Costs	Testimony	Shilpa Ramaia	Mike Klotz		
PG&E-9 WP 05	Ch. 5	PG&E	Regulatory Relations Department Costs	Workpapers	Shilpa Ramaia	Mike Klotz		
PG&E-9	Ch. 6	PG&E	Law Department and Related Costs	Testimony	Sanford L. Hartman	Mike Klotz		
PG&E-9 WP 06	Ch. 6	PG&E	Law Department and Related Costs	Workpapers	Sanford L. Hartman	Mike Klotz		
PG&E-9	Ch. 7	PG&E	PG&E Corporation and Pacific Gas and Electric Company Executive Offices; and Corporate Secretary Department Costs	Testimony	Linda Y.H. Cheng	Mike Klotz		
PG&E-9 WP 07	Ch. 7	PG&E	PG&E Corporation and Pacific Gas and Electric Company Executive Offices; and Corporate Secretary Department Costs	Workpapers	Linda Y.H. Cheng	Mike Klotz		
PG&E-9	Ch. 8	PG&E	Corporate Affairs - Communications Department Costs	Testimony	Susan C. Martinez	Mike Klotz		
PG&E-9 WP 08	Ch. 8	PG&E	Corporate Affairs - Communications Department Costs	Workpapers	Susan C. Martinez	Mike Klotz		
PG&E-9	Ch. 9	PG&E	Corporate Affairs - External Affairs Department Costs	Testimony	Susan C. Martinez	Mike Klotz		
PG&E-9 WP 09	Ch. 9	PG&E	Corporate Affairs - External Affairs Department Costs	Workpapers	Susan C. Martinez	Mike Klotz		
PG&E-9	Ch. 10	PG&E	A&G Ratemaking Adjustments	Testimony	Judith S. Gutierrez	Mike Klotz		
PG&E-9 WP 10	Ch. 10	PG&E	A&G Ratemaking Adjustments	Workpapers	Judith S. Gutierrez	Mike Klotz		
PG&E-10		PG&E	General Report	Testimony				
PG&E-10	Ch. 1	PG&E	Introduction	Testimony	Shelly J. Sharp	Craig Buchsbaum		
PG&E-10	Ch. 2	PG&E	Balance Sheet and Statement of Operations	Testimony	Jennifer K. Gardyne	Craig Buchsbaum		
PG&E-10	Ch. 3	PG&E	Escalation Rates	Testimony	Matthew Masters	Craig Buchsbaum		
PG&E-10 WP 03	Ch. 3	PG&E	Escalation Rates	Workpapers	Matthew Masters	Craig Buchsbaum		
PG&E-10	Ch. 4	PG&E	Electric Billings and Sales	Testimony	Matthew Masters	Craig Buchsbaum		
PG&E-10 WP 04	Ch. 4	PG&E	Electric Billings and Sales	Workpapers	Matthew Masters	Craig Buchsbaum		
PG&E-10 WP 04 C	Ch. 4	PG&E	Electric Billings and Sales (Confidential)	Workpapers	Matthew Masters	Craig Buchsbaum		
PG&E-10	Ch. 5	PG&E	Gas Billings and Sales	Testimony	Matthew Masters	Craig Buchsbaum		

ATTACHMENT E

PACIFIC GAS AND ELECTRIC COMPANY
2014 General Rate Case
Proposed Exhibit List

Exhibit Number	Chapter	Party	Title	Doc Type	Witness	Attorney	Date Identified	Date Admitted
PG&E-10	Ch. 6	PG&E	Illustrative Electric Rates	Testimony	Philip J. Quadrini	Craig Buchsbaum		
PG&E-10 WP 06	Ch. 6	PG&E	Illustrative Electric Rates	Workpapers	Philip J. Quadrini	Craig Buchsbaum		
PG&E-10	Ch. 7	PG&E	Illustrative Gas Rates	Testimony	Kenneth E. Niemi	Craig Buchsbaum		
PG&E-10 WP 07	Ch. 7	PG&E	Illustrative Gas Rates	Workpapers	Kenneth E. Niemi	Craig Buchsbaum		
PG&E-10	Ch. 8	PG&E	Compliance with Prior Commission Decisions	Testimony	Shelly J. Sharp	Craig Buchsbaum		
PG&E-10	Ch. 9	PG&E	Balancing Accounts	Testimony	Teresa J. Hoglund	Craig Buchsbaum		
PG&E-10	Ch. 10	PG&E	PG&E's Planning and Budgeting Processes	Testimony	Jason P. Wells	Craig Buchsbaum		
PG&E-10	Ch. 11	PG&E	Financing Proposals for Certain Long-Lived Assets	Testimony	Richard A. Patterson	Craig Buchsbaum		
PG&E-10	Ch. 12	PG&E	Alignment of Investor and Ratepayer Interests	Testimony	Walter A. Campbell Jay D. Dore	Craig Buchsbaum		
PG&E-10 WP 12	Ch. 12	PG&E	Alignment of Investor and Ratepayer Interests	Workpapers	Walter A. Campbell Jay D. Dore	Craig Buchsbaum		
PG&E-11		PG&E	Post Test-Year Ratemaking	Testimony				
PG&E-11	Ch. 1	PG&E	Post Test-Year Ratemaking Proposal	Testimony	David S. Thomason	Craig Buchsbaum		
PG&E-11	Ch. 2	PG&E	Attrition and Proposed Attrition Changes	Testimony	David S. Thomason	Craig Buchsbaum		
PG&E-11 WP 02	Ch. 2	PG&E	Attrition and Proposed Attrition Changes	Workpapers	David S. Thomason	Craig Buchsbaum		
PG&E-11	Ch. 3	PG&E	Rate Base Growth in Attrition Years and Related Costs	Testimony	Charles M. Marre	Craig Buchsbaum		
PG&E-11 WP 03	Ch. 3	PG&E	Rate Base Growth in Attrition Years and Related Costs	Workpapers	Charles M. Marre	Craig Buchsbaum		
PG&E-12		PG&E	Difference Between NOI and Application	Testimony	Shelly J. Sharp	Steve Frank		
PG&E-13		PG&E	Statements of Qualifications	Testimony	All	Steve Frank		

Attachment F
PG&E Contact List

Contact List

Name	Telephone	E-mail Address	Area of Expertise
Steven Frank	(415) 973-6976	SWF5@pge.com	Lead Attorney
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Minci Han	(415) 973-1140	M2H9@pge.com	Assistant Project Manager
Janet Liu	(415) 973-7653	GRC2014Mailbox@pge.com	GRC Case Coordinator
Craig Buchsbaum	(415) 973-4844	CMB3@pge.com	Attorney for Exhibits PG&E-2, 8, 10 and 11
Michael Klotz	(415) 973-7565	M1KE@pge.com	Attorney for Exhibits PG&E-8 and 9
Erich Lichtblau	(415) 973-1133	EFL5@pge.com	Attorney for Exhibit PG&E-3
Bill Manheim	(415) 973-6628	WVM3@pge.com	Attorney for Exhibit PG&E-6
Chonda Nwamu	(415) 973-6650	CJN3@pge.com	Attorney for Exhibit PG&E-5
Michael Reidenbach	(415) 973-2491	JMRb@pge.com	Attorney for Exhibit PG&E-7, Chapters 8 and 9
Darren Roach	(415) 973-6345	DPRc@pge.com	Attorney for Exhibit PG&E-7, Chapters 1-7
Peter Van Mieghem	(415) 973-2902	PPV1@pge.com	Attorney for Exhibit PG&E-4

Attachment G

Internet Discovery Access Agreement

PACIFIC GAS AND ELECTRIC COMPANY
REGULATORY AFFAIRS
INTERNET DISCOVERY ACCESS AGREEMENT
<http://apps.pge.com/regulation>

This Internet Discovery Access Agreement (“Agreement”) is made by and between Pacific Gas and Electric Company (“PG&E”) and the individual User identified below. This Agreement authorizes the User to access and retrieve in electronic form certain discovery documents in the case, under the terms and conditions in Parts I and II below.

I. GENERAL INFORMATION

Purpose of This Agreement

This Agreement provides the basis for a non-PG&E User to access discovery documents for a particular regulatory case contained on PG&E’s Regulatory Cases Internet Website.

PG&E Data Requests and Responses

Data requests to PG&E from various parties and PG&E’s responses to those data requests, as well as data requests propounded by PG&E and parties’ responses to those data requests, are available unless the response or its attachments contain confidential or proprietary information provided to a regulatory agency under applicable law or regulations that limit access to such material, or the response was supplied to a party subject to a non-disclosure agreement or protective order. Documents produced in response to a request for production of documents or form of discovery other than a data request are not available on the website.

II. TERMS AND CONDITIONS

User Responsibilities

Each User of the discovery-access portion of the PG&E Regulatory Cases Internet site for a particular case is responsible for and accepts the following obligations:

1. Use only the User Name and Password assigned after completion of PG&E’s site registration procedures (which allow the users to choose their own User Name and Password), not share or disclose the User Name or Password to any other person within or outside User’s organization, and accept responsibility for all use of the User Name and Password whether or not expressly authorized by User.
2. Use only the site navigation and document retrieval facilities provided by PG&E’s website structure when accessing or downloading information made available under this Agreement.
3. Comply with all applicable regulations and orders issued by the regulatory agency with jurisdiction over this case that govern the disclosure or use of discovery responses obtained from PG&E’s website.

Representations and Liability

PG&E represents that to the best of its knowledge, discovery documents accessible under this Agreement are as described as posted on its website.

Apart from any obligation or liability under the laws, regulations and orders applicable to discovery in the case to which this Agreement applies, neither Party, nor its directors, officers, employees and agents will be liable to the other Party (a) for any cost, damage or loss in connection with this Agreement or its performance or non-performance, or (b) for any incidental, indirect, special or consequential cost, damage or loss.

General Terms

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to the principles of conflicts of laws thereunder, except to the extent that certain matters are pre-empted by federal law. This Agreement represents the Parties' complete and exclusive agreement concerning the subject matter hereof and supersedes all prior offers, communications and agreements, written and oral, as to such subject matter. No Party's failure to exercise or delay in exercising any right, remedy, power or privilege under this Agreement will operate as a waiver thereof.

Term and Termination

This Agreement will become effective when accepted by PG&E. Either User or PG&E may terminate it by written notice to the other Party, and termination will become effective upon receipt by the other Party. Whether or not PG&E terminates this Agreement, PG&E reserves the right to terminate without notice any User Name and Password that PG&E reasonably believes is being used by an unauthorized person.

PG&E Contact: Obtaining Assistance

Questions regarding the operation of the website should be directed to:

RegRelCPUCCases@pge.com

III. USER AGREEMENT FOR INTERNET ACCESS

User has read and hereby agrees to the terms and conditions, including User responsibilities, for access to and use of the discovery-access portion of the PG&E Regulatory Cases Internet Website. User represents that he or she is duly authorized by the organization and, if different, the case party shown below to enter into this Agreement.

User requests issuance of a username/ID and password for access to the discovery documents for the case identified below:

Specify above the regulatory case name, docket number(s) and regulatory agency name

User Signature

Date

User Printed Name and Title

User ID (this is the user id that the User created during the on-line enrollment process)

User's Organization

Party Represented by User (if User's Organization is not a party to this case)

Complete Mail Address

User E-mail Address

Fax Number, including Area Code

Telephone Number, including Area Code (direct line)

To expedite acceptance, user may e-mail or fax a signed agreement to PG&E. If these options aren't available, user can mail a copy of the signed agreement to PG&E at the address shown below.

Pacific Gas and Electric Company
Attn: Supervisor, Document Services
Mail Code B9A, Room 931
P. O. Box 770000
San Francisco, CA 94177-001

E-mail: RegRelCPUCcases@pge.com

FAX: (415) 973-7131

After PG&E's acceptance, the user's self-registration User Name and Password will be enrolled for the case discovery access requested, and the user will be notified of activation by email.

Agreement accepted:

PACIFIC GAS AND ELECTRIC COMPANY

Date: _____

By: _____ (PG&E Attorney)