

**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)

And Related Matter

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

Investigation 13-03-007

**MOTION OF  
THE NATIONAL ASIAN AMERICAN COALITION;  
THE ECUMENICAL CENTER FOR BLACK CHURCH STUDIES;  
THE CHINESE AMERICAN INSTITUTE FOR EMPOWERMENT;  
THE NATIONAL HMONG AMERICAN FARMERS;  
THE BURMESE AMERICAN INSTITUTE FOR CORPORATE RESPONSIBILITY;  
AND PACIFIC GAS AND ELECTRIC COMPANY  
FOR ADOPTION OF SETTLEMENT AGREEMENT**

ROBERT GNAIZDA  
AARON LEWIS

National Asian American Coalition  
15 Southgate Ave., Suite 200  
Daly City, CA 94015  
Telephone: (650) 952-0522  
Email: alewis@naacoalition.org

Attorneys for  
NATIONAL ASIAN AMERICAN  
COALITION; ECUMENICAL CENTER FOR  
BLACK CHURCH STUDIES; CHINESE  
AMERICAN INSTITUTE FOR  
EMPOWERMENT; BURMESE AMERICAN  
INSTITUTE FOR CORPORATE  
RESPONSIBILITY; and NATIONAL HMONG  
AMERICAN FARMERS

Dated: May 24, 2013

MICHELLE L. WILSON  
STEVEN W. FRANK

Pacific Gas and Electric Company  
P. O. Box 7442  
San Francisco, CA 94120  
Telephone: (415) 973-6976  
Email: swf5@pge.com

Attorneys 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.

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

(U 39 M)

And Related Matter

Investigation 13-03-007

**MOTION OF  
THE NATIONAL ASIAN AMERICAN COALITION;  
THE ECUMENICAL CENTER FOR BLACK CHURCH STUDIES;  
THE CHINESE AMERICAN INSTITUTE FOR EMPOWERMENT;  
THE NATIONAL HMONG AMERICAN FARMERS;  
THE BURMESE AMERICAN INSTITUTE FOR CORPORATE RESPONSIBILITY;  
AND PACIFIC GAS AND ELECTRIC COMPANY  
FOR ADOPTION OF SETTLEMENT AGREEMENT**

**I. INTRODUCTION AND REQUEST FOR COMMISSION ACTION**

Pursuant to Article 12 of the California Public Utilities Commission's (Commission or CPUC) Rules of Practice and Procedure, the National Asian American Coalition, the Ecumenical Center for Black Church Studies, the Chinese American Institute for Empowerment, the National Hmong American Farmers, the Burmese American Institute for Corporate Responsibility (collectively, the "Joint Parties"), and Pacific Gas and Electric Company (PG&E or the Applicant) (collectively, the "Settling Parties") hereby request that the Commission approve the Settlement Agreement (the "Agreement"), which is included as Attachment 1 to this Motion, as a compromise to resolve all disputed issues raised by the Joint Parties in the above-referenced proceeding. Unless otherwise provided in the Agreement, all proposals and recommendations by the parties, including, but not limited to, those set forth in the motion for party status filed by certain of the Joint Parties, are either withdrawn or considered subsumed without adoption by the Agreement. The Settling Parties request that the Commission approve the Agreement as part of the final decision issued in this proceeding.

This Motion is organized as follows. Section II describes the many interests represented by the six Settling Parties. Section III provides a Procedural History of this matter. Section IV summarizes the litigation positions taken by the Settling Parties. Section V summarizes the Agreement. Section VI explains why the Agreement is reasonable, consistent with law, and in the public interest as required by CPUC Rule 12.1(d).<sup>1/</sup> Section VII provides a brief conclusion.

## **II. INTEREST OF SETTLING PARTIES**

The Settling Parties represent the interests of the Applicant, as well as the customer and community interests reflected in a variety of groups representing communities of color and low-income ratepayer interests.

## **III. PROCEDURAL HISTORY**

On November 15, 2012, PG&E filed its 2014 GRC Application.

On January 8, 2013, the National Asian American Coalition and the Ecumenical Center for Black Church Studies filed a motion in the proceeding seeking party status and raising areas of interest (January 8 Motion).

In late 2012, the National Asian American Coalition and PG&E commenced settlement discussions under CPUC Rule 12 that would be later joined by the other Joint Parties.

On January 11, 2013, the Commission convened a prehearing conference before Administrative Law Judge Pulsifer and Assigned Commissioner Florio.

On January 22, 2013, Commission Florio issued an “Assigned Commissioner’s Ruling and Scoping Memo” setting the procedural schedule, as well as addressing the scope of the proceeding and other procedural matters.

---

<sup>1/</sup> CPUC Rule 12.1(a) directs that settlements in a proceeding under a Rate Case Plan should be supported by a comparison exhibit indicating the impact of the settlement in relation to the utility’s application. Because this Agreement does not impact the overall revenue requirement or other provisions sought in PG&E’s application (for the reasons set forth in Section V and VI.B. of this Motion), the Settling Parties believe that this subsection of the rule is not applicable.

On May 17, 2013, the National Asian American Coalition served its testimony in this proceeding. Prior to serving this testimony, the National Asian American Coalition discussed the testimony with the Ecumenical Center for Black Church Studies, the Chinese American Institute for Empowerment, the National Hmong American Farmers, and the Burmese American Institute for Corporate Responsibility. These other groups concurred with the testimony.

Also on May 17, 2013, pursuant to Rule 12.1(b), PG&E notified all parties on the service list of a settlement conference to be held on May 24, 2013 to discuss the terms of the Agreement.

On May 20, 2013, the Chinese American Institute for Empowerment, Burmese American Institute for Corporate Responsibility and the National Hmong American Farmers filed a motion seeking party status. The motion is pending.

On May 24, 2013, the Settling Parties hosted the afore-mentioned settlement conference at PG&E's offices and the Agreement was executed thereafter.

#### **IV. SUMMARY OF SETTLING PARTIES' POSITIONS IN THIS MATTER**

The following subsections summarize the various Settling Parties' positions in this matter. Additional detail regarding the Settling Parties' positions can be found in Section VI of this Motion, which discusses the reasonableness of the Agreement.

##### **A. PG&E's Position**

PG&E has sought in this proceeding an increase to its gas and electric distribution and generation base revenue requirements of \$1.282 billion, effective January 1, 2014, as compared to 2014 authorized and pending revenues. PG&E has provided testimony on, among other things relevant to this Motion, customer outreach,<sup>2/</sup> workplace and supplier diversity,<sup>3/</sup> and the economic impact of PG&E's request.<sup>4/</sup>

---

<sup>2/</sup> Exhibit (PG&E-5), Chapter 7.

<sup>3/</sup> Exhibit (PG&E-7), Chapter 5 and Exhibit (PG&E-8), Chapter 2.

<sup>4/</sup> Exhibit (PG&E-1), Chapter 5.

## **B. The Joint Parties' Position**

The Joint Parties have expressed concerns as to the impact and appropriateness of a rate increase in the context of a tepid economic recovery in PG&E's service area,<sup>5/</sup> and the imperative need for far more linguistically and culturally sophisticated outreach to ratepayers.<sup>6/</sup> The Joint Parties also argue that GO 156 goals would be best served by a focus on small businesses, and that more technical assistance and capacity building opportunities should be tailored to those small businesses.<sup>7/</sup> Finally, as they have expressed in other proceedings, the Joint Parties have concerns with the impartiality and quality of the auditing services retained by PG&E.<sup>8/</sup>

## **V. SUMMARY OF SETTLEMENT AGREEMENT**

Articles 1 and 2 of the Agreement provide a brief introduction to the Agreement and set forth its Procedural History. Article 3 of the Agreement sets forth the settlement of issues. Article 4 of the Agreement sets forth the General Provisions and Term, including many general provisions and reservations that are common to these types of agreements.

The following subsections summarize the main provisions of Article 3.

### **A. Section 3.1 – Customer Outreach**

Section 3.1 of the Agreement contains four provisions.

Section 3.1.1 provides that PG&E will commit, with the assistance of minority organizations, to expand current surveys of its service area that gauge customer understanding of safety and low-income bill assistance programs.

Section 3.1.2 provides that PG&E will devote 45% of all Customer Care Targeted Residential Rate Education and Outreach funding as authorized in its 2014 GRC up to an amount

---

<sup>5/</sup> January 8 Motion, pp. 3-4.

<sup>6/</sup> January 8 Motion, pp. 4-5.

<sup>7/</sup> January 8 Motion, p. 5.

<sup>8/</sup> January 8 Motion, pp. 6-7.

not to exceed \$2.8 million annually, toward outreach for communities of color through ethnic media, door-to-door outreach, in-language materials, and partnerships with community-based organizations.

Section 3.1.3 provides that PG&E will invite low income and community-of-color advocates to participate on an existing customer advisory panel, the scope of which includes or will be expanded to include the provision of ongoing guidance relating to PG&E's overall outreach efforts. (Meetings of the advisory panel occur on a quarterly basis.)

Section 3.1.4 provides that PG&E will provide testimony in its 2017 GRC on its efforts to engage with community-based organizations on Outreach activities.

**B. Section 3.2 – Auditing**

Section 3.2.1 of the Agreement provides that PG&E will provide testimony in its 2017 GRC on its efforts to hire minority-owned businesses for auditing work. Section 3.2.2 provides that PG&E will, prior to 2017, put out for bid its overall auditing function.

**C. Section 3.3 – Diversity**

Section 3.3.1 of the Agreement provides that PG&E will meet with key diverse business enterprise organizations attending the annual GO 156 *en banc* proceedings, no later than 60 days after the *en banc* hearing, to discuss cooperative methods for achieving GO 156 goals and addressing other issues raised by the CPUC. Section 3.3.2 provides that that PG&E will provide testimony in its 2017 GRC on its efforts to promote diverse hiring at all levels.

**D. Section 3.4 – Economic Circumstances**

Section 3.4 of the Agreement provides that, prior to the filing of the 2017 GRC, PG&E will meet with low income minority organizations to discuss the possible impact of economic recovery or lack thereof on any future proposed rate increase.

**VI. THE COMMISSION SHOULD APPROVE THE AGREEMENT AS REASONABLE IN LIGHT OF THE WHOLE RECORD, CONSISTENT WITH LAW AND IN THE PUBLIC INTEREST.**

**A. Legal Standard for Settlements**

Commission Rule 12.1(d) sets for the standard for approval of settlements:

The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

The Commission approves settlement agreements based on whether the settlement agreement is just and reasonable as a whole, not based on its individual terms:

In assessing settlements we consider individual settlement provisions but, in light of strong public policy favoring settlements, we do not base our conclusion on whether any single provision is the optimal result. Rather, we determine whether the settlement as a whole produces a just and reasonable outcome.<sup>9/</sup>

As noted above, the Commission strongly favors settlement:

The Commission also takes into consideration a long-standing policy favoring settlements. This policy reduces litigation expenses, conserves scarce Commission resources and allows parties to craft their own solutions reducing the risk of unacceptable outcomes if litigated.<sup>10/</sup>

The Commission's general policy supporting settlements was reiterated in the context of the current proceeding. At the January 11, 2013 Prehearing Conference, ALJ Pulsifer stated:

I just wanted to emphasize the Commission's support for alternative dispute resolution and collaboration amongst the parties in that regard. And I would also encourage parties to think about using, possibly using, alternative dispute resolution earlier in the proceeding [prior to the mandatory settlement conference], if possible, potentially on a more limited based. There might be opportunities to narrow differences, reduce the need for cross-examination, or reach limited stipulation on facts such as we can

---

<sup>9/</sup> See e.g., D.11-05-018, *mimeo*, p. 16; D.10-04-033, *mimeo*, p. 9.

<sup>10/</sup> D.10-06-038, *mimeo*, p. 36; see also, D.11-05-018, *mimeo*, p. 16.

minimize the need for cross-examination or make more efficient use of hearing time. So I would just encourage parties keep in mind the opportunities to use ADR and, if necessary, to request assistance from the Commission's ADR services.<sup>11/</sup>

**B. The Settlement Agreement Meets The Legal Standard For Settlements.**

As previously described, the legal standard for Commission approval of settlements is that the settlement must be “reasonable in light of the whole record, consistent with law, and in the public interest.”<sup>12/</sup> The Settling Parties are aware of no statutory provision or controlling law that would be contravened or compromised by the Agreement. In the following subsections, the Settling Parties demonstrate that the Agreement is reasonable in light of the whole record and in the public interest.

**1. Customer Outreach (Section 3.1)**

In its application, PG&E forecasted \$7.25 million in 2014 for Targeted Rate Education and Outreach for residential customers.<sup>13/</sup> This forecast relates to:

Direct marketing and targeted outreach for residential rate options. Targeted and integrated customer acquisition and retention efforts will educate customers about their rate choices. Planned efforts will use rate comparison based on actual usage data, provide ongoing support to customers enrolled in optional rate programs and drive new customer enrollment in SmartRate, TOU rates, Electric Vehicle rates as well as Solar and net-metering rates.<sup>14/</sup>

In their January 8, 2013 Motion, the Joint Parties raised issues concerning consumer protections for people of color and low-income communities.<sup>15/</sup> In particular, the Joint Parties

---

<sup>11/</sup> Tr. Vol. 1, p. 38: 5-22.

<sup>12/</sup> CPUC Rule 12.1(d).

<sup>13/</sup> Exhibit (PG&E-5), p. 7-33, Table 7-6, Line 1.

<sup>14/</sup> Id.

<sup>15/</sup> Motion Seeking Party Status, pp. 4-5.



expressed concern about “the crucial need for linguistically and culturally appropriate education to accompany any outreach programs authorized through the application.”<sup>16/</sup>

Other parties have also filed testimony on these or related issues. DRA has expressed concerns regarding incremental funding in this area, while Greenlining appears to support greater outreach to limited English-proficient (LEP) customers.<sup>17/</sup>

Section 3.1 of the Agreement reflects a reasonable resolution of the issues raised in this area. That Section addresses the issues raised by several parties as to the quantity and quality of engagement with underserved communities by ensuring that a greater portion of PG&E’s outreach and marketing efforts are performed in-language, and in partnership with community-based organizations. Furthermore, PG&E will provide testimony in its next GRC as to its progress in reaching out to community-based organizations and include low-income and community of color advocates in its customer advisory panel.

Consequently, this provision is a reasonable resolution of the Settling Parties’ interest and is consistent with the public interest by expanding PG&E’s outreach efforts, and doing so through means that better reach diverse communities in its service area.

## **2. Auditing (Section 3.2)**

In its application, PG&E did not provide an affirmative proposal on the subject of auditing. In their January 8, 2013 Motion, the Joint Parties raised issues relating to auditing, particularly in the area of auditor independence.<sup>18/</sup> In particular, the Joint Parties expressed concern over “cozy relationships” between the utilities and the companies that audit them.

Section 3.2 of the Agreement reflects a reasonable resolution of the issues raised the Joint Parties. Not only does this Section address the issue of auditor independence ( by requiring PG&E to put out to bid its overall auditing function prior to 2017), but also this Section

---

<sup>16/</sup> Id., p. 4.

<sup>17/</sup> Exhibit (DRA-13), pp. 114-117; see also Greenlining testimony of Chen and Gallardo.

<sup>18/</sup> January 8 Motion, pp. 6-7.

addresses the issue of diverse supplier contracting (by requiring PG&E to provide testimony in its 2017 GRC on its efforts to hire minority-owned businesses for auditing work).

Accordingly, this provision is a reasonable resolution of the Settling Parties' interest and is consistent with the public interest by promoting competitive bidding, as well as openness regarding PG&E's efforts to promote the hiring of diversity firms.

### **3. Diversity (Section 3.3)**

In its application, PG&E provided testimony on its efforts to promote workplace and supplier diversity.<sup>19/</sup> In their January 8, 2013 Motion, the Joint Parties raised concerns regarding technical assistance and capacity-building programs for small businesses, and the reporting of awarded contracts to those same businesses. The Motion also expressed concern over a lack of diversity in management.<sup>20/</sup>

Section 3.3 of the Agreement reflects a reasonable resolution of the issues raised the Joint Parties. This Section will ensure greater engagement with diverse business organizations, as it commits PG&E to meet quickly with attendees of the annual GO 156 *en banc* proceedings to discuss cooperative methods for better achieving GO 156 goals. Furthermore, Section 3.3 commits PG&E to provide testimony in its 2017 GRC as to its efforts to increase diversity in its hiring.

Therefore, this provision is a reasonable resolution of the Settling Parties' interest and is consistent with the public interest by fostering dialogue between PG&E and diverse business advocates concurrent with the *en banc* proceedings, with their concomitant Commission attention and scrutiny.

---

<sup>19/</sup> Exhibit (PG&E-7), Chapter 5 and Exhibit (PG&E-8), Chapter 2.

<sup>20/</sup> January 8 Motion, p. 5.

#### 4. Economic Circumstances (Section 3.4)

In its application, PG&E provided a study of the projected economic benefits and impacts of its planned investments in support of its proposed rate increase.<sup>21/</sup> In their January 8, 2013 Motion, the Joint Parties raised concerns over the prevailing economic conditions in PG&E's service area and the impact of its rate increase.<sup>22/</sup>

Section 3.4 of the Agreement reflects a reasonable resolution of the issues raised in this area. This Section will ensure that due consideration will be given to the economic circumstances experienced in PG&E's service area and that a variety of stakeholders will be consulted prior to the next GRC.

Accordingly, this provision is a reasonable resolution of the Settling Parties' interest, and is consistent with the public interest, as it provides low income and community of color advocates an early opportunity to voice concerns with PG&E, as their constituencies are more likely to be affected by adverse economic conditions.

#### VII. CONCLUSION

For the foregoing reasons, the Settling Parties hereby request that the Commission approve the Agreement. Counsel for PG&E has authorized the Joint Parties to submit this Motion on its behalf.


---

<sup>21/</sup> Exhibit (PG&E-1), Chapter 5, Attachment 5A.

<sup>22/</sup> January 8 Motion, pp. 3-4.

Respectfully Submitted,

ROBERT GNAIZDA  
AARON LEWIS

By:   
ROBERT L. GNAIZDA

National Asian American Coalition  
15 Southgate Ave., Suite 200  
Daly City, CA 94015  
Telephone: (650) 952-0522  
Email: alewis@naacoalition.org

Attorneys for  
NATIONAL ASIAN AMERICAN  
COALITION; ECUMENICAL CENTER FOR  
BLACK CHURCH STUDIES; CHINESE  
AMERICAN INSTITUTE FOR EMPOWERMENT;  
BURMESE AMERICAN INSTITUTE FOR  
CORPORATE RESPONSIBILITY; and NATIONAL  
HMONG AMERICAN FARMERS

Dated: May 24, 2013

**ATTACHMENT 1**

**SETTLEMENT AGREEMENT**  
**AMONG**  
**THE NATIONAL ASIAN AMERICAN COALITION;**  
**THE ECUMENICAL CENTER FOR BLACK CHURCH STUDIES;**  
**THE CHINESE AMERICAN INSTITUTE FOR EMPOWERMENT;**  
**THE NATIONAL HMONG AMERICAN FARMERS;**  
**THE BURMESE AMERICAN INSTITUTE FOR CORPORATE RESPONSIBILITY; AND**  
**PACIFIC GAS AND ELECTRIC COMPANY**

**ARTICLE 1**

In accordance with Article 12 of the California Public Utilities Commission's (Commission or CPUC) Rules of Practice and Procedure, the National Asian American Coalition, the Ecumenical Center for Black Church Studies, the Chinese American Institute for Empowerment, the National Hmong American Farmers, the Burmese American Institute for Corporate Responsibility, and Pacific Gas and Electric Company (collectively, the "Settling Parties") hereby enter into this Settlement Agreement (the "Agreement") as a compromise to resolve all disputed issues raised by the Settling Parties in the revenue requirement phase of PG&E's test year 2014 General Rate Case (GRC) A.12-11-009/I.13-03-007.

**ARTICLE 2**

- 2.1 On November 15, 2012, PG&E filed its 2014 GRC Application.
- 2.2 On January 8, 2013, the National Asian American Coalition and the Ecumenical Center for Black Church Studies (as the "Joint Parties") filed a motion in the proceeding seeking party status and raising areas of interest.
- 2.3 In late 2012, the Joint Parties and PG&E commenced settlement discussions under CPUC Rule 12.

2.4 On January 11, 2013, the Commission convened a prehearing conference before Administrative Law Judge Pulsifer and Assigned Commissioner Florio.

2.5 On January 22, 2013, Commission Florio issued an “Assigned Commissioner’s Ruling and Scoping Memo” setting the procedural schedule, as well as addressing the scope of the proceeding and other procedural matters.

2.6 On May 17, 2013, the National Asian American Coalition served its testimony in this proceeding. Prior to serving this testimony, the National Asian American Coalition discussed the testimony with the Ecumenical Center for Black Church Studies, the Chinese American Institute for Empowerment, the National Hmong American Farmers, and the Burmese American Institute for Corporate Responsibility. These other groups concurred with the testimony.

2.7 Also on May 17, 2013, pursuant to Rule 12.1(b), PG&E notified all parties on the service list of a settlement conference to be held on May 24, 2013 to discuss the terms of the Agreement.

2.8 On May 20, 2013, the Chinese American Institute for Empowerment, Burmese American Institute for Corporate Responsibility and the National Hmong American Farmers filed a motion seeking party status. The motion is pending.

2.9 On May 24, 2013, the Settling Parties hosted the afore-mentioned settlement conference at PG&E’s offices and this Agreement was executed thereafter.

//

### ARTICLE 3

#### SETTLEMENT OF ISSUES

##### 3.1 Customer Outreach

3.1.1 The Settling Parties agree that PG&E will commit, with the assistance of minority organizations, to expand current surveys of its service area that gauge customer understanding of safety and low-income bill assistance programs.

3.1.2 The Settling Parties agree that PG&E will devote 45% of all Customer Care Targeted Residential Rate Education and Outreach funding as authorized in its 2014 GRC up to an amount not to exceed \$2.8 million annually (i.e., \$8.4 million over the GRC period), toward outreach for communities of color through ethnic media, door-to-door outreach, in-language materials, and partnerships with community-based organizations.

3.1.3 The Settling Parties agree that PG&E will invite low income and community-of-color advocates to participate on an existing customer advisory panel. The scope of the advisory panel includes or will be expanded to include the provision of ongoing guidance relating to PG&E's overall outreach efforts. Meetings of the advisory panel occur on a quarterly basis.

3.1.4 The Settling Parties agree that PG&E will provide testimony in its 2017 GRC on its efforts to engage with community-based organizations on Outreach activities.

##### 3.2 Auditing

3.2.1 The Settling Parties agree that PG&E will provide testimony in its 2017 GRC on its efforts to hire minority-owned businesses for auditing work.

3.2.2 The Settling Parties agree that PG&E will, prior to 2017, put out for bid its overall auditing function.



**3.3 Diversity**

3.3.1 The Settling Parties agree that PG&E will meet with key diverse business enterprise organizations attending the annual GO 156 *en banc* proceedings, no later than 60 days after the *en banc* hearing, to discuss cooperative methods for achieving GO 156 goals and addressing other issues raised by the CPUC.

3.3.2 The Settling Parties agree that PG&E will provide testimony in its 2017 GRC on its efforts to promote diverse hiring at all levels.

**3.4 Economic Circumstances**

3.4.1 The Settling Parties agree that, prior to the filing of the 2017 GRC, PG&E will meet with low income minority organizations to discuss the possible impact of economic recovery or lack thereof on any future proposed rate increase.

**ARTICLE 4**

**GENERAL PROVISIONS AND TERM**

4.1 The Settling Parties agree that this Agreement shall take effect upon the Commission's approval of this Agreement and shall expire on December 31, 2016.

4.2 The Settling Parties agree that this Agreement resolves all disputed issues with the Settling Parties in this GRC.

4.3 The Settling Parties agree that this Agreement is non-precedential.

4.4 The Settling Parties shall jointly request Commission approval of this Agreement.

4.5 The Settling Parties agree that unless otherwise provided in this Agreement, all proposals and recommendations by the Joint Parties are withdrawn or considered subsumed without adoption by this Agreement.

4.6 The Settling Parties agree that this Agreement represents a compromise, not agreement or endorsement of disputed facts and law presented by the Settling Parties in the 2014 GRC.

4.7 This Agreement embodies the entire understanding and agreement of the Settling Parties with respect to the matter described herein, and, except as described herein, supersedes and cancels any and all prior oral or written agreements, principles, negotiations, statements, representations, or understandings among the Settling Parties.

4.8 The Agreement may be amended or changed only by a written agreement signed by the Settling Parties.

4.9 This document may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.10 The Settling Parties intend the Agreement to be interpreted and treated as a unified, integrated agreement. In the event the Commission rejects or modifies the Agreement, the Settling Parties reserve all rights set forth in Rule 12.4 of the Commission's Rules of Practice and Procedure.

In Witness Whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

//

//

<p>THE NATIONAL ASIAN AMERICAN COALITION</p> <p>By: <u>Faith Bautista</u></p> <p>Name: <u>FAITH BAUTISTA</u></p> <p>Date: May <u>24</u>, 2013</p>	<p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By: <u>Trina Horner</u></p> <p>Name: <u>Trina Horner</u></p> <p>Date: May <u>24</u>, 2013</p>
<p>THE ECUMENICAL CENTER FOR BLACK CHURCH STUDIES</p> <p>By: <u>Pastor Mark Whitlock</u></p> <p>Name: <u>PASTOR MARK WHITLOCK</u></p> <p>Date: May <u>24</u>, 2013</p>	<p>THE CHINESE AMERICAN INSTITUTE FOR EMPOWERMENT</p> <p>By: <u>Cathy Zhang</u></p> <p>Name: <u>Cathy Zhang</u></p> <p>Date: May <u>24</u>, 2013</p>
<p>THE NATIONAL HMONG AMERICAN FARMERS</p> <p>By: <u>Chukou Thao</u></p> <p>Name: <u>CHUKOU THAO</u></p> <p>Date: May <u>24</u>, 2013</p>	<p>THE BURMESE AMERICAN INSTITUTE FOR CORPORATE RESPONSIBILITY</p> <p>By: <u>Valerie Sheibels</u></p> <p>Name: <u>Valerie Sheibels</u></p> <p>Date: May <u>24</u>, 2013</p>