

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

Order Instituting Rulemaking on the  
Commission's Own Motion to Address the  
Issue of Customers' Electric and Natural  
Gas Service Disconnection.

Rulemaking 10-02-005  
(Filed February 4, 2010)

**JOINT MOTION OF THE OFFICE OF RATEPAYER ADVOCATES; THE UTILITY  
REFORM NETWORK; THE GREENLINING INSTITUTE; THE CENTER FOR  
ACCESSIBLE TECHNOLOGY; PACIFIC GAS AND ELECTRIC COMPANY (U39E);  
SOUTHERN CALIFORNIA EDISON COMPANY (U338-E); SAN DIEGO GAS &  
ELECTRIC COMPANY(U902M); AND SOUTHERN CALIFORNIA GAS COMPANY  
(U904G) FOR THE ADOPTION OF THE SETTLEMENT AGREEMENT**

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ELECTRIC COMPANY(U902M); AND SOUTHERN CALIFORNIA GAS COMPANY  
(U904G) FOR THE ADOPTION OF THE SETTLEMENT AGREEMENT**

Pursuant to Rule 12.1 *et seq.* of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure, Pacific Gas and Electric Company ("PG&E"), Southern California Edison Company ("SCE"), San Diego Gas & Electric Company ("SDG&E"), and Southern California Gas Company ("SoCalGas") (collectively referred to as the "Joint Utilities") and The Utility Reform Network ("TURN"), the Greenlining Institute ("Greenlining"), the Office of Ratepayer Advocates ("ORA"), and the Center for Accessible Technology ("CforAT") (collectively referred to as the "Consumer Groups") request that the Commission adopt and find reasonable the Residential Disconnection Settlement Agreement ("Settlement Agreement"), attached hereto as Appendix A.

**I. BACKGROUND**

Concerned about the-then current economic crisis in California and an increase in residential utility service disconnections, the Commission opened Rulemaking ("R.") 10-02-005 on February 4, 2010 to reduce the number of gas and electric service disconnections due to nonpayment. In the proceeding, the Commission adopted new credit and collection practices for

the Joint Utilities including customer disconnection rules, through D.12-03-054 and D.10-12-

051. D.12-03-054 directed PG&E and SCE to:

- Ensure that their customer service representatives (“CSRs”) offer customers the option of enrollment in the California Alternate Rates for Energy (“CARE”) discount program by telephone discussion with a CSR.
- For any written communication to customers concerning the risk of service disconnection, provide key information, including the fact that service is at risk and a way to follow up for additional information, in large print such as 14 point sans serif font.
- For customers who have previously been identified as disabled and who have identified a preferred form of communication, provide all information concerning the risk of disconnection in the customer’s preferred format.
- For households identified as using non-standard forms of telecommunication, ensure that outgoing calls regarding the risk of disconnection are made by a live representative.
- Inform any customer who owes an arrearage on a utility bill that puts the customer at risk for disconnection that the customer has a right to arrange a bill payment plan extending for a minimum of three months.
- Allow CSRs the discretion to extend the period in which to pay the arrearage from three months up to twelve months.
- May implement a payment plan schedule that exceeds 12 months, but not required to extend the payment plan beyond three months.
- Not require CARE and Family Electric Rate Assistance (FERA) customers to pay additional reestablishment of credit deposits for either slow-payment/no-payment of bills or following a disconnection.
- Not disconnect medical baseline customers, life support customers, and customers who certify that they have a serious illness or condition that could become life threatening if service is disconnected without an in-person visit from a utility representative. Such visits should take place within 48 hours, or at the time, of disconnection. The representative must be able to collect payment on a bill during an in-person visit prior to disconnection, but does not require that the representative collect cash.
- Offer non-cash credit deposit options to all new customers and those required to post a reestablishment of credit deposit following a disconnection.

- Collect from customers a reestablishment of credit deposit following a disconnection based on twice the average monthly bill, rather than twice the maximum monthly bill.
- Not collect credit deposits for late payment of bills.

D.10-12-051 approved a settlement agreement between SDG&E, SoCalGas, Disability Rights Advocates<sup>1</sup>, ORA, Greenlining, TURN and the National Consumer Law Center (“NCLC”), which addressed all material issues in Phase I and Phase II of the proceeding as they related to SDG&E and SoCalGas. D.10-12-051 required SDG&E and SoCalGas to implement the residential customer disconnection practices delineated in the settlement agreement, including:

- Established a performance benchmark for all residential service customers, and a performance benchmark for CARE-only customers. The benchmark provisions include how disconnection rates are reported, calculated, and measured over time;
- Established the consequences to SDG&E and SoCalGas if disconnections were to exceed the benchmarks, including “mandatory measures,” and the implications to SDG&E and SoCalGas if the disconnections remained at levels less than or equal to the benchmarks;
- Set forth that the mandatory measures include minimum payment arrangement requirements, longer payment plans, if appropriate, notice and information on renegotiated payment plans, and rules addressing re-establishment of credit deposit requirements;
- Provided that SDG&E and SoCalGas would not seek incremental operating and maintenance costs resulting from implementing the Commission’s Orders in this proceeding, but that uncollectible costs for SoCalGas and SDG&E may be increased depending on specified uncollectible cost factors;
- Established an “extreme weather policy” which restricted disconnections during periods with specified high and low temperatures;

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<sup>1</sup> Disability Rights Advocates (“DisabRA”) previously represented the interests of customers with disabilities in this proceeding. In 2011, CforAT joined the proceeding as a party and obtained permission to serve as DisabRA’s successor, including taking over for DisabRA as a party to the approved settlement agreement.

- Set forth utility protocols for delivering 48-hour residential customer disconnection notices including inserts in non-English languages;
- Provided for Braille and large print bills and 48-hour notices;
- Established protocols for pre-disconnection customer telephone communications;
- Offered all customers the option of automated messages providing service disconnection information;
- Provided for the use of sign language and relay services by field staff and CSRs;
- Established remote disconnection policies including use of in-person field deliveries of 48-hour notices; and
- Provided for dialogue between the Settling Parties regarding reporting requirements, and other measures to further the objectives stated in R.10-02-005.

Pursuant to D.10-12-051 and D.12-03-054, many of the mandated credit and collection practices were due to expire at the end of 2013. Consequently, in late 2013, the Consumer Groups and Joint Utilities commenced settlement discussions under Commission Rule 12 to determine the Joint Utilities' post-2013 credit and collection practices.

On December 19, 2013, the Commission's Executive Director sent a letter to each of the Utilities requesting that they maintain until March 3, 2014, status quo of the then effective customer disconnection rules adopted in D.10-12-051 and D.12-03-054. On March 3, 2014, the Joint Utilities voluntarily agreed to maintain status quo of their customer disconnection rules for an additional two weeks until March 17, 2014 to allow the parties to continue settlement discussions. On March 11, 2014, pursuant to Rule 12.1(b), the Settling Parties notified all parties on the service list of R.10-02-005 of a settlement conference to be held on March 18, 2014 to discuss the terms of the Settlement Agreement.

On March 18, 2014, the Settling Parties hosted a Settlement Conference. Participating parties included the Settling Parties and NCLC. This Settlement Agreement was executed

thereafter, which the Settling Parties are filing as Appendix A to this Motion, and concurrently with a Petition to Modify D.12-03-054 and D.10-12-051.

## **II. SUMMARY OF THE RESIDENTIAL DISCONNECTION SETTLEMENT AGREEMENT**

This section provides a summary of the key provisions of the Settlement Agreement. The Settlement Agreement governs any inconsistencies between this section of the Motion and the Settlement Agreement itself.

### **A. The Residential Disconnection Settlement Agreement Resolves Issues Pertaining to the Credit, Collection and Disconnection Practices that the Joint Utilities Will Implement Upon the Expiration of the Related Requirements Adopted in D.12-03-054 and D. 10-12-051.**

The Settlement Agreement directly advances the rulemaking's goal of reducing residential service disconnections, as the Settlement Agreement maintains most of the credit, collection, and disconnection policies and practices adopted in D.12-03-054 and D.10-12-054. Among other things, the Settlement Agreement maintains most of the effective communications policies, field visits for vulnerable customers, reporting requirements, and stakeholder dialogue. The Settlement Agreement also incorporates additional customer service and communications practices, policies, and protocols to address additional issues articulated in, or related to, this rulemaking.

### **B. Summary of the Provisions of the Settlement Agreement**

Article 1 of the Settlement Agreement describes the parties, and Article 2 provides the background to the settlement. Article 3 contains the general terms and provisions of the Settlement Agreement. As noted in section 3.4, the Settlement Agreement is effective upon Commission approval, through December 31, 2016. Article 4 describes the settlement of issues.

## **1. Field Visits for Vulnerable Customers**

Article 4.1.1 provides that PG&E, SoCalGas, and SCE shall continue in-person visits within the 48 hours prior to, or at the time of, disconnection for special needs profiled customers, including Medical Baseline, Life Support, and customers who self-certify that they have a serious illness or condition that could become life threatening if service is disconnected. SDG&E shall conduct in-person visits within five business days prior to disconnection of special needs profiled customers, including Medical Baseline, Life Support, and customers who self-certify that they have a serious illness or condition that could become life threatening if service is disconnected. Article 4.1.1 also states that the Joint Utilities shall not require any vulnerable customer who receives a field visit pursuant to this paragraph to pay a fee associated with that field visit.

Article 4.1.2 states that the Joint Utilities shall continue their respective current practices for collection of customer payment at the time of the field visit. Pursuant to Article 4.1.3, the Joint Utilities will reflect in their respective tariffs the Field Visit for Vulnerable Customers practices described above.

## **2. Effective Communication Policies**

Article 4.2 describes effective communications policies to be implemented. Article 4.2.1 requires PG&E and SCE to maintain the communication practices required in D.12-03-054 Ordering Paragraphs 2(j), 2(k), and 2(l), with the exception of outbound calls to customers using a relay service. Article 4.2.1 also requires PG&E and SCE to continue responding to incoming relay service calls and not include any limits or requirements regarding the length of these calls, and not penalize call center representatives for the length of these calls.



Article 4.2.2 states that PG&E and SCE shall include an insert in mailed Final Call Notices with information in the five most common languages in their respective service territories.

In Article 4.2.3, SDG&E and SoCalGas agree to continue the communication practices of the existing settlement agreement with the Consumer Groups included in D.10-12-051 Appendix A, Section II. F, with the exception of:

- The requirement that SoCalGas shall make 48 hour calls by a live agent, consistent with practices of the other utilities,
- Repeating calls or sending text messages to customers regarding disconnection, and
- The requirement that SDG&E shall make outbound automated calls to CARE customers' land lines prior to and subsequent to any bill delinquency.

Consistent with Article 4.2.4, SDG&E and SoCalGas utility field workers shall be trained to communicate with people having language disabilities about the availability of relay services for required communications between the aforementioned customers and SDG&E and SoCalGas. Relay calls times shall not be used in the calculation of the average call handling time for SDG&E and SoCalGas.

Article 4.2.5 states that the Joint Utilities shall reflect in their respective Tariffs the Effective Communication Policies described above in this provision.

### **3. CARE Enrollment by CSRs**

Article 4.3.1 states that the Joint Utilities currently providing access to a live representative or agent for CARE enrollment by telephone will continue to do so. All other utilities will seek funding through the Low Income Programs proceeding to implement this in the next program cycle.

#### **4. Extensions and Payment Arrangements**

Article 4.4.1 provides that the Joint Utilities shall continue to work with customers requesting payment extensions (i.e., customer requests an extra week or two to pay their bill) and provide the customers with extensions.

Article 4.4.2 discusses the Joint Utilities' payment arrangement pilots. In Article 4.4.2.1, the Joint Utilities agree that customers requesting payment arrangements or expressing an inability to pay the entire balance due on their account, the Joint Utilities shall implement a sequence of pilots throughout the term of the Agreement. The pilots shall run for periods of seven months each, with reasonable time between pilots to review the results of previous pilots and implement operational changes required to support new pilots. Consistent with initial pilots, any future pilots by the Joint Utilities will only require a population large enough to establish statistical significance. Upon agreement by all parties, which shall not be unreasonably withheld, any successful pilots may be continued. The following pilots will be the first in the series.

Article 4.4.3 describes PG&E's payment arrangement pilot. In Article 4.4.3.1, PG&E proposes that all residential customers will be offered the opportunity to enter into a three-month payment arrangement unless their service has already been disconnected. All customers will be asked to make a good faith payment within seven to 14 days, and the parameters of the payment arrangement within the three months will be determined by each customer's history. For customers identified as Low Risk (0-2 Broken Pay Plans within the last 12 months), 0-10% of the total balance will be due within 14 days, with the remaining balance due over a three-month period plus current bills. For customers identified as Medium Risk (3 Broken Pay Plans within the last 12 months), 20% of their total balance will be due within 10 days, with the remaining balance due over a three-month period plus current bills. For customers identified as High Risk (4+ Broken Pay Plans within the last 12 months), 30% of their total balance will be due within 7

days, with the remaining balance due over a three-month period plus current bills. Pursuant to Article 4.4.3.2, and based on individual circumstances, all PG&E customers will have the ability to request flexibility to the standard through an internal escalation process. Article 4.4.3.3 states that Life Support customers will be special handled, and all Life Support customers will be eligible for a three to 12 month payment arrangement depending on circumstances, with flexibility for good faith payments as determined by the CSR. Article 4.4.3.4 states that PG&E will continue to allow all customers to enter into a pay plan for up to three months. In addition, PG&E's Channel of Choice initiative, having uniform pay plans across all customer channels – CSR, IVR, Web and Mobile Channels – will provide a level of payment arrangement consistency for both the customer and PG&E and at the same time allow for flexibility to meet individual customer needs.

Article 4.4.4 describes SCE's payment arrangement pilot. In Article 4.4.4.1, SCE proposes to offer all eligible residential customers two to four installments of up to four months to pay depending upon the dollar amount of the balance due (customers will not be eligible for a payment arrangement on a returned check amount). CSRs will continue to have the flexibility to provide payment arrangements that extend beyond these terms based on a customer's specific circumstances. Article 4.4.4 provides that these arrangements will not be available to customers who are disconnected at the time an arrangement is being sought. For payment arrangements of less than \$100 in arrears, the first payment will be made within two weeks with the full amount paid within 30 days. For payment arrangements of \$100 or greater and less than \$500, the customer must make a good faith payment equal to the amount of their current bill. Customers who have defaulted on four or more payment arrangements on the same bill must pay 50% of the balance. The first payment will be made within one week for weekly payment arrangements or

two weeks for biweekly or monthly payment arrangements. The full amount must be paid within 60 days. The customer must continue to pay current bills. For payment arrangements of \$500 or greater and less than \$1,500, the customer must make a good faith payment equal to the amount of their current bill. Customers who have defaulted on four or more payment arrangements on the same bill must pay 50% of the balance. The first payment will be made within one week for weekly payment arrangements or two weeks for biweekly or monthly payment arrangements. The full amount is to be paid within 90 days. The customer must continue to pay current bills. For payment arrangements of greater than or equal to \$1,500, the customer must make a good faith payment equal to the amount of their current bill. Customers who have defaulted on four or more payment arrangements on the same bill must pay 50% of the balance. The first payment will be made within one week for weekly payment arrangements or two weeks for biweekly or monthly payment arrangements. The full amount must be paid within 120 days, and the customer must continue to pay current bills.

Article 4.4.5 describes SDG&E's payment arrangement pilot. In Article 4.4.5.1, SDG&E proposes to offer CARE/FERA customers, through CSRs, (provided a CARE/FERA customer has not been disconnected in the past 12 months, payments have been made in the last 60 days, and no payment arrangement defaults have occurred on balances still owed,) up to three months to pay the bill with a maximum balance of \$500. A payment arrangement confirmation will be sent out to the customer, as is the case with current practice. The following is an example of the payment arrangement option customers will experience based on individual circumstances.

Article 4.4.6 describes SoCalGas' payment arrangement pilot. In Article 4.4.6.1, SoCalGas proposes to offer two payment arrangement options focused on CARE customers, through CSRs. The first payment arrangement option is based upon getting customers below

their minimum collection amount with maximum two payments before the collect/close date. The second pilot option would be three equal payments for the total delinquent amount and the first payment needs to be paid prior to the collect/close date.

## **5. Additional IOU Pilot Components**

Article 4.4.7.1 states that the Joint Utilities shall work together to incorporate the following elements as a component of one or more of the Joint Utility pilots described above:

1. For a total statewide sample size of 10,000 customers over the duration of the seven month pilot period, the Joint Utilities will affirmatively acknowledge/confirm receipt of the first payment of a payment arrangement. The acknowledgement will include a general, non-customer specific, statement concerning the next payment and will provide a telephone number for customers to call with questions or concerns. The affirmative customer outreach will be in the form of either a hard copy, text or, on a more limited basis, electronic email communication to the customer.

2. For a total statewide sample size of 1,000 customers over the duration of the seven-month pilot period, the Joint Utilities will provide a proactive outbound live agent call to select customers with past-due amounts owed, but not participating in a payment arrangement, in advance of disconnection for nonpayment. This provision excludes Medical Baseline customers who already receive live agent calls in advance of disconnection.

3. Data Collection: The Joint Utilities propose to analyze a subset of customers who have been successful in completing their payment arrangements both before and after disconnection. The Joint Utilities will define and communicate to the Settling Parties the criteria to be used in the analysis in addition to the results of their respective payment arrangement pilots.

## **6. Data Collection**

Article 4.4.8.1 describes that during the pendency of the pilots, the Joint Utilities shall collect data points as available in order to evaluate the success of each pilot after its conclusion. The Joint Utilities and Consumer Groups shall work together to develop feasible data collection points that are acceptable to all Settling Parties subject to operational limitations.

## **7. Criteria for Success**

Article states 4.4.9.1 that after the conclusion of the pilots, the Joint Utilities will provide the collected data to the Settling Parties, and the Settling Parties shall meet to discuss the results of the pilots and possible modifications or extensions of the pilots. Baseline data will include pre-2010 and post-2010 credit data. Success of the pilots shall be determined by reducing pay plan defaults, and/or a decrease in overall outstanding arrears.

## **8. Re-Establishment of Credit Deposit**

Article 4.4.10, describes the re-establishment of credit deposit policies. Consistent with Article 4.4.10.1, the Joint Utilities agree that the re-establishment of credit deposits shall be calculated at twice the average monthly bill. The Joint Utilities shall reflect this policy in their respective Tariffs.

Article 4.4.10.2 states that the Joint Utilities shall permit CARE/FERA customers to pay re-establishment of credit deposits under the following guidelines:

- For deposits less than or equal to \$150, the Joint Utilities shall provide a CARE/FERA customer up to three months to pay.
- For deposits greater than \$150, the Joint Utilities shall provide a CARE/FERA customer up to six months to pay.

In Article 4.4.10.3, the Joint Utilities agree to include in their respective Tariffs a permissive provision that reflects that the utility may allow CARE/ FERA customers to amortize payment of credit deposits for up to six months at the discretion of the Utility. This proposal will

result in customers continuing to be immediately reconnected while they are making installment payments on their deposit. In Article 4.4.10.4, the Joint Utilities agree not to charge CARE/FERA customers re-establishment of credit deposits for late payments, and shall reflect this provision in their respective Tariffs.

### **9. Reporting Requirements**

Article 4.4.11.1 states that the Joint Utilities shall file monthly reporting data on a quarterly basis for the duration of the term of this Agreement in the format each utility is currently providing, with the exception of disconnection benchmark-related reporting.

### **10. Stakeholder Dialogue**

Article 4.4.11.2.1 states that the Settling Parties shall meet on a semi-annual basis throughout the term of this Agreement to discuss the status of the Agreement measures and any unforeseen consequences (positive or negative) that have resulted from the measures adopted, as well as to provide flexibility to promote customer service and credit policies that support arrearage reduction and the prevention of service disconnection for non-payment. During these meetings the Joint Utilities shall inform the Consumer Groups of any anticipated future credit and collection policy or implementation changes to be requested in any pending or future proceeding before the Commission. Consistent with Article 4.4.11.2.2, one of the semi-annual meetings under the Settlement Agreement shall be held in the Fourth Quarter of 2015 and shall include a discussion of each of the Joint Utilities' current plans for post-2016 treatment of the credit and collection practices contained within the Settlement Agreement.

## **III. REQUEST FOR ADOPTION OF THE SETTLEMENT AGREEMENTS**

The Settlement Agreement is submitted pursuant to Rule 12.1 *et seq.* of the Commission's Rules Practice and Procedure. The Settlement Agreement is consistent with Commission decisions on settlements, which express the strong public policy favoring settlement

of disputes if they are fair and reasonable in light of the whole record.<sup>2</sup> This policy supports many worthwhile goals, including conserving scarce Commission resources, and allowing parties to reduce the risk that litigation will produce unacceptable results.<sup>3</sup> This strong public policy favoring settlements also weighs in favor of the Commission resistance to altering the results of the negotiation process. As long as a settlement taken as a whole is reasonable in light of the record, consistent with the law, and in the public interest it should be adopted without modification.

The Settlement Agreement complies with Commission guidelines and relevant precedent for settlements. The general criteria for Commission approval of settlements are stated in Rule 12.1(d), which states:

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 Settlement Agreement meets the criteria for a settlement pursuant to Rule 12.1(d), as discussed below.

**A. The Settlement Agreement Is Reasonable In Light of the Record as a Whole**

The Settling Parties have reached an agreement on the terms of the Settlement Agreement after frequent and lengthy negotiation meetings. Numerous issues required resolution, as the Settling Parties represent diverse interests that have differing perspectives on how best help customers maintain their utility service. The Settling Parties have worked intensively throughout the settlement process to discuss and resolve these differences and avoid resource-consuming litigation. Each Settling Party has obtained substantial information on the other Settling Parties’

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<sup>2</sup> See, e.g., D.88-12-083 (30 CPUC 2d 189, 221-223) and D.91-05-029 (40 CPUC 2d, 301, 326).

<sup>3</sup> D.92-12-019, 46 CPUC 2d 538, 553.



positions on the issues. Armed with that information, the Settling Parties strongly believe that the Settlement Agreement accomplishes mutually acceptable outcomes regarding the customer education and notifications procedures to help customers maintain their utility service.

The Settlement Agreement represents a comprehensive resolution pertaining to the credit, collection and disconnection practices that the Joint Utilities will implement upon the expiration of the related requirements adopted in D.10-12-051 and D.12-03-054. The previous filings of the parties in this proceeding, the workshop record, including party presentations, the Settlement Agreement itself, the Petition to Modify D.12-03-054 and D.10-12-051, and this motion provide the necessary record for the Commission to find the Settlement Agreement reasonable. Thus, the Settlement Agreement represents a reasonable compromise of the Settling Parties' positions.

**B. The Settlement Agreement Is Consistent with Law and Prior Commission Decisions**

The Settling Parties represent that Settlement Agreement is fully consistent with law and prior Commission decisions. The Settlement Agreement is also consistent with the Commission's objectives in this rulemaking to reduce residential disconnections by improving customer notification and educations. The Settling Parties are not aware of any basis on which it could be alleged that the Settlement Agreement is not consistent with law. The Settling Parties reached agreement in accordance with Rule 12.1 of the Commission's Rules of Practice and Procedure.

**C. The Settlement Agreement Is in the Public Interest**

The Settlement Agreement is a reasonable compromise of the Settling Parties' respective positions. The Settlement Agreement is in the public interest because it enables the Utilities to advance the Commission's goal of helping customers maintain utility service, without unduly overburdening other ratepayers.

In addition, the Settlement Agreement, if adopted by the Commission, will reduce the Commission resources that must be devoted to resolving the issues of the Joint Utilities post-2013 credit and collection disconnections practices. The saved resources of the Commission may then be devoted to other important matters. Given that the Commission's workload is extensive, this positive impact on Commission resources is doubly important.

Each portion of the Settlement Agreement is dependent upon the other portions of such Settlement Agreement. Changes to one portion of such Settlement Agreement would alter the balance of interests and the mutually agreed upon compromises and outcomes which are contained in the Settlement Agreement. As such, the Settling Parties request that the Settlement Agreement be adopted as a whole by the Commission, as it is reasonable in light of the whole record, consistent with law, and in the public interest.

For the foregoing reasons, the Commission should find that the Settlement Agreement represents a reasonable resolution of the issues identified in this proceeding, is in the public interest, and is consistent with law and previous Commission decisions.

**D. The Settling Parties Have Complied with the Requirements of Rule 12.1(b)**

The Settling Parties noticed the convention of a settlement conference on March 11, 2014, and convened the settlement conference on March 18, 2014 to describe and discuss the terms of the Settlement Agreement. The settlement conference was attended by representatives of Settling Parties as well as by the National Consumer Law Center. The Settlement Agreement was executed after the settlement conference on March 27, 2014.

**E. The Settlement Agreement Is Not Opposed by any Active Party in this Proceeding**

The Settlement Agreement is not opposed by any active party in this proceeding.

**IV. CONCLUSION**

WHEREFORE, the Settling Parties respectfully request that the Commission:

1. Grant this motion approving the Settlement Agreement as soon as possible, but no later than the May 1, 2014 Commission meeting;
2. Authorize the Joint Utilities to submit Tier 1 Advice Letters to modify their Tariffs as described herein and in the Settlement; and
3. Adopt the attached Settlement Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest.

Respectfully submitted,

CENTER FOR ACCESSIBLE TECHNOLOGY

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SOUTHERN CALIFORNIA EDISON  
COMPANY

By: /s/ Monica Ghatta  
**MONICA GHATTA**

April 1, 2014

**Appendix A**

**RESIDENTIAL DISCONNECTION SETTLEMENT AGREEMENT**

## **SETTLEMENT AGREEMENT**

### **AMONG**

**THE OFFICE OF RATEPAYER ADVOCATES; THE UTILITY REFORM NETWORK;  
THE GREENLINING INSTITUTE; THE CENTER FOR ACCESSIBLE  
TECHNOLOGY; PACIFIC GAS AND ELECTRIC COMPANY; SOUTHERN  
CALIFORNIA EDISON COMPANY; SAN DIEGO GAS & ELECTRIC COMPANY; and  
SOUTHERN CALIFORNIA GAS COMPANY**

### **ARTICLE 1**

In accordance with Article 12 of the California Public Utilities Commission's (Commission or CPUC) Rules of Practice and Procedure, the Office Of Ratepayer Advocates (ORA); The Utility Reform Network (TURN); the Greenlining Institute (Greenlining); the Center For Accessible Technology (CforAT); Pacific Gas and Electric Company (PG&E); Southern California Edison Company (SCE); San Diego Gas & Electric Company (SDG&E); and Southern California Gas Company (SoCalGas) (collectively, the Settling Parties) hereby enter into this Settlement Agreement (the Agreement) as a compromise to resolve issues pertaining to the credit, collection and disconnection practices that PG&E, SCE , SDG&E and SoCalGas will implement upon the expiration of the related requirements adopted in Decision (D.) 10-12-051 and D.12-03-054, issued in Rulemaking (R.)10-02-005.

### **ARTICLE 2**

2.1 The Commission adopted new credit and collection practices for the California investor owned utilities (IOUs) including customer disconnection rules in R.10-02-005, through D.10-12-051 and D.12-03-054.

2.2 Pursuant to D.10-12-051 and D.12-03-054, many of the mandated credit and collection practices were due to expire at the end of 2013.

2.3 In late 2013, the Consumer Groups and Joint Utilities commenced settlement discussions under CPUC Rule 12 to determine the Joint Utilities' post-2013 credit and collection practices.

2.4 On December 19, 2013, CPUC Executive Director sent a letter to each of the Utilities directing them to maintain until March 3, 2014, status quo of the then currently effective customer disconnection rules adopted in D.10-12-051 and D.12-03-054.

2.5 On March 3, 2014, the Joint Utilities voluntarily agreed to maintain status quo of their customer disconnection rules for an additional two weeks until March 17, 2014 to allow the parties to continue settlement discussions.

2.6 On March 11, 2014, Pursuant to Rule 12.1(b), PG&E notified all parties on the service list of R.10-02-005 of a settlement conference to be held on March 18, 2014 to discuss the terms of the Agreement.

2.7 On March 18, 2014, the Settling Parties hosted a Settlement Conference at PG&E's offices and this Agreement was executed thereafter.

### **ARTICLE 3**

#### **GENERAL PROVISIONS AND TERMS**

##### **3.1 Settling Parties**

The settling parties include PG&E, SCE, SDG&E, SoCalGas (collectively referred to as the Joint Utilities) and TURN, Greenlining, ORA, and CforAT (collectively referred to as the Consumer Groups). All parties to the Agreement will be referred to collectively as the Settling Parties.

### 3.2 Case Settled

This Agreement resolves issues pertaining to the credit, collection and disconnection practices that the Joint Utilities will implement upon the expiration of the related requirements adopted in D.10-12-051 and D.12-03-054, issued in R.10-02-005. The Settling Parties agree not to seek relief from the CPUC related to the specific practices set forth herein that would take effect before the expiration of this Agreement, with the exception of the filing(s) required to seek CPUC approval and effectuate the terms of this Agreement. This provision is not intended to preclude parties from continuing to address other policies related to credit, collection or disconnection practices that might take effect during the term of this Agreement, including but not limited to those that have already been raised in ongoing CPUC proceedings, such as R.12-06-013 (Residential Rate Design OIR) and Application (A.)13-11-003 (SCE's 2015 General Rate Case (GRC)).

To the extent that the Joint Utilities agree to include terms of this Agreement in Utility tariff rules as explicitly provided in this document, the Joint Utilities may seek to modify such tariffs at the expiration of this Agreement.

The Settling Parties further agree, as a general matter, that credit and collections policy matters should be addressed in a forum in which policy changes can be aligned with cost recovery, whether in a GRC, a Low Income Program application, or another proceeding that affords the CPUC an opportunity to address cost recovery, including an investigation or rulemaking proceeding in which ratesetting may occur. Consistent with this principle, the Settling Parties agree to address future credit, collection and disconnection practice issues in each of the Joint Utilities GRC proceedings or other appropriate CPUC proceedings in which the scope encompasses both credit and collection policy, and related cost recovery.

### **3.3 Regulatory Approvals**

The Settling Parties shall jointly request approval by the CPUC of this Agreement and shall actively support its prompt approval. Active support shall include written and oral testimony if testimony is required, briefing if briefing is required, Comments and Reply Comments on the proposed decision, advocacy to Commissioners and their advisors, as needed, and other appropriate means as needed to obtain the requested approval.

### **3.4 Term of the Agreement**

The term of this Agreement shall be from the Effective Date until December 31, 2016. Except to the limited extent otherwise expressly permitted herein, the provisions of this Agreement in effect during the term of this Agreement shall not be subject to modification.

### **3.5 Cost Recovery**

The Joint Utilities will seek to recover any incremental costs resulting from this Agreement not currently recovered in any other proceeding through a balancing account, memorandum account, or other appropriate ratemaking mechanism. The Joint Utilities shall not seek to double recover any costs related to this Agreement. Recovery of such incremental costs is subject to a reasonableness review by the CPUC in an appropriate utility proceeding(s). Any utility seeking recovery of incremental costs in a CPUC proceeding pursuant to this Agreement shall notify the Settling Parties of its intent to seek cost recovery and identify the CPUC proceeding in which it will request such cost recovery. Finally, the Joint Utilities shall not be required to incur costs for any capital projects until the capital project is proposed and approved for recovery in the respective utility's GRC proceeding and agree to notify the Settling Parties if any measure resulting from this Agreement is deemed a capital project.



### 3.6 **Implementation**

The Joint Utilities may be required to make operational changes including information technology (IT) changes to effectuate some of the provisions of this Agreement. To the extent that such operational changes are required, the Joint Utilities shall implement the impacted settlement provision(s) as soon as reasonably practicable, and apprise the Settling Parties of progress on the operational changes and the projected implementation date of the impacted provisions.

### 3.7 **Non-Precedential**

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

### 3.8 **Entire Agreement**

3.8.1 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 agreement, principles, negotiations, statements, representations, or understandings among the Settling Parties.

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

3.8.3 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.

3.8.4 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.

## ARTICLE 4

### SETTLEMENT OF ISSUES

#### 4.1 Field Visits for Vulnerable Customers

4.1.1 PG&E, SoCalGas, and SCE shall continue in-person visits within the 48 hours prior to, or at the time of, disconnection for special needs profiled customers, including Medical Baseline, Life Support, and customers who self-certify that they have a serious illness or condition that could become life threatening if service is disconnected. SDG&E shall conduct in-person visits within five business days prior to disconnection of special needs profiled customers, including Medical Baseline, Life Support, and customers who self-certify that they have a serious illness or condition that could become life threatening if service is disconnected. The Joint Utilities shall not require any vulnerable customer who receives a field visit pursuant to this paragraph to pay a fee associated with that field visit.

4.1.2 The Joint Utilities shall also each continue their respective current practices for collection of customer payment at the time of the field visit as set forth below:

- PG&E: Provides the customer with a Pay-by-Phone option during field visits or provides the customer with additional time if they indicate a desire to pay at a local office or neighborhood payment center.
- SCE: If customer contact is made when a Field Service Representative (FSR) visits the customer's premise, the FSR will offer the customer the option to make payment by QuickCheck, debit or credit card by phone, or provide a courtesy extension of 48 hours to allow the customer to pay utilizing any of SCE's payment options.
- SDG&E: Provides the customer with the ability to pay by cash, check or money order at premise.

- SoCalGas: Provides the customer with the ability to, at a minimum, pay by cash, check or money order at premise.

4.1.3 The Joint Utilities shall reflect in their respective Tariffs the Field Visit for Vulnerable Customers practices described above in this provision.

#### 4.2 **Effective Communication Policies**

4.2.1 PG&E and SCE shall maintain the communication practices required in D.12-03-054 Ordering Paragraphs 2(j), 2(k), and 2(l), with the exception of outbound calls to customers using a relay service. PG&E and SCE shall continue responding to incoming relay service calls and shall not include any limits or requirements regarding the length of these calls, and shall not penalize call center representatives for the length of these calls.

4.2.2 PG&E and SCE shall also include an insert in mailed Final Call Notices with information in the five most common languages in their respective service territories.

4.2.3 SDG&E and SoCalGas shall continue the following communication practices:

4.2.3.1 SDG&E and SoCalGas shall implement multiple language, large print 48-Hour Notice inserts and/or leave behind documents (if customer is not home for field visit) to provide customers with direction and contact information on how to seek help. The text of the document shall read: “You are at risk for disconnection. We can help. You may be eligible for a payment plan. Please call [insert appropriate CSR number for that language].”

4.2.3.2 SDG&E and SoCalGas will continue to make automated pre-disconnection calls to customers encouraging them to contact the Utility for payment arrangements and assistance. The call shall describe the services available to customers.

4.2.3.3 SDG&E and SoCalGas will provide Braille Bills and 48-hour Disconnection Notices upon request from customers. Customers may request such format through a call center agent. After the initial call is made, future bills will be sent automatically in Braille. Braille Bills only translate specific, relevant payment-related information, not all other messages or non-payment related information. Braille 48-Hour Disconnection Notices will also be mailed to customers requesting utility bills in Braille. The Braille-translated 48-Hour Disconnection Notice will be in conjunction with the system-generated, non-Braille notice they receive and may not be received the same day; however, the collections cycle will be adjusted in the customers' favor to accommodate the timing difference.

4.2.3.4 SDG&E and SoCalGas will provide large print bills through their websites for customers enrolled in "My Account." Utility websites will be updated with instruction for accessing and modifying the electronically produced bill in large font. Customers unable to access the Internet or otherwise unable to manage modifying electronically presented bills may contact the call center for agent assistance.

4.2.3.5 SDG&E and SoCalGas utility field workers shall be trained to communicate with people having language disabilities about the availability of relay services for required communications between the aforementioned customers and SDG&E and SoCalGas. Relay calls shall not be used in the calculation of the average call handling time for SDG&E and SoCalGas.

4.2.4 The Joint Utilities shall reflect in their respective Tariffs the Effective Communication Policies described above in this provision.

#### 4.3 **CARE Enrollment by CSRs**

4.3.1 The Joint Utilities that are currently providing access to a live

representative or agent for CARE enrollment by telephone will continue to do so. All other utilities will seek funding through the Low Income Programs proceeding to implement this in the next program cycle.

#### **4.4 Extensions and Payment Arrangements**

##### **4.4.1 Extensions**

4.4.1.1 The Joint Utilities shall continue to work with customers requesting payment extensions (i.e., customer requests an extra week or two to pay their bill) and provide the customers with extensions.

##### **4.4.2 Payment Arrangement Pilots**

4.4.2.1 For customers requesting payment arrangements or expressing an inability to pay the entire balance due on their account, the Joint Utilities shall implement a sequence of pilots throughout the term of the Agreement, for periods of seven months each, with reasonable time between the pilots for review of results of previous pilots and implementation of required operational changes. The pilots described in Sections 4.4.3 through 4.4.7 below will be the first in the series. Subsequent pilots will be designed and implemented consistent with Section 4.4.9.1 below. Additionally, consistent with initial pilots, any future pilots by the Joint Utilities will only require a population large enough to establish statistical significance. Upon agreement by all parties, which shall not be unreasonably withheld, any successful pilots may be continued.

##### **4.4.3 PG&E:**

4.4.3.1 PG&E proposes a more structured payment arrangement approach in an effort to provide consistent payment arrangement offerings across all channels; CSR, IVR, Web and Mobile Channels Payment Plan options and eligibility have been enhanced

to allow for a variety of flexible offerings based on an individual customer's risk level. Under PG&E's proposed Payment Arrangement Pilot all residential customers will be offered the opportunity to enter into a three-month payment arrangement unless their service has already been disconnected. All customers will be asked to make a good faith payment within seven to 14 days, and the parameters of the payment arrangement within the three months will be determined by each customer's history.

**Low Risk** (0-2 Broken Pay Plans within the last 12 months)

- 0-10% of Total Balance within 14 days, remaining balance over a three-month period + current bills

**Medium Risk** (3 Broken Pay Plans within the last 12 months)

- 20% of Total Balance within 10 days, remaining balance over a three-month period + current bills

**High Risk** (4+ Broken Pay Plans within the last 12 months)

- 30% of Total Balance within 7 days, remaining balance over a three-month period + current bills

4.4.3.2 Based on individual circumstances, all customers will have the ability to request flexibility to the standard through an internal escalation process. Customers are also expected to pay their current bills in addition to their payment commitment.

4.4.3.3 Life Support customers will be special handled. All Life Support customers will be eligible for a three to 12 month payment arrangement depending on circumstances, with flexibility for good faith payments as determined by the Customer Service Representative (CSR).

4.4.3.4 PG&E's proposed payment arrangement pilot aligns with the spirit of R.10-02-005 in that it will continue to allow all customers to enter into a pay plan for up to three months. In addition, PG&E's Channel of Choice initiative, having uniform pay plans across all customer channels – CSR, IVR, Web and Mobile Channels – will provide a level of payment arrangement consistency for both the customer and PG&E and at the same time allow for flexibility to meet individual customer needs.

#### 4.4.4 SCE

4.4.4.1 SCE proposes to offer all eligible residential customers two to four installments of up to four months to pay depending upon the dollar amount of the balance due (customers will not be eligible for a payment arrangement on a returned check amount). CSRs will continue to have the flexibility to provide payment arrangements that extend beyond these terms based on a customer's specific circumstances. These arrangements will not be available to customers who are disconnected at the time an arrangement is being sought. Specifically, SCE's pilot shall include:

- Payment Arrangements less than \$100 in arrears
  - First payment made within two weeks with the full amount paid within 30 days.
- Payment Arrangements \$100 or greater and less than \$500
  - Customer must make a good faith payment equal to the amount of their current bill. Customers who have defaulted on four or more payment arrangements on the same bill must pay 50% of the balance. First payment made within one week for weekly payment arrangements or two weeks for

biweekly or monthly payment arrangements. The full amount to be paid within 60 days. Customer must continue to pay current bills.

- Payment Arrangements \$500 or greater and less than \$1,500
  - Customer must make a good faith payment equal to the amount of their current bill. Customers who have defaulted on four or more payment arrangements on the same bill must pay 50% of the balance. First payment made within one week for weekly payment arrangements or two weeks for biweekly or monthly payment arrangements. The full amount to be paid within 90 days. Customer must continue to pay current bills.
- Payment Arrangements greater than or equal to \$1,500
  - Customer must make a good faith payment equal to the amount of their current bill. Customers who have defaulted on four or more payment arrangements on the same bill must pay 50% of the balance. First payment made within one week for weekly payment arrangements or two weeks for biweekly or monthly payment arrangements. The full amount to be paid within 120 days. Customer must continue to pay current bills.

#### 4.4.5 **SDG&E**

4.4.5.1 SDG&E proposes to offer CARE/FERA customers, through CSRs, provided a CARE/FERA customer has not been disconnected in the past 12 months, payments have been made in the last 60 days, and no payment arrangement defaults have occurred on balances still owed, up to three months to pay the bill with a maximum balance of \$500. A payment arrangement confirmation will be sent out to the customer, as is the case with



current practice. The following is an example of the payment arrangement option customers will experience based on individual circumstances.

**Example:**

- Customer paid bill within the last three months
- Customer is delinquent by at least one bill cycle
- No amount of current past-due balance is subject to payment arrangement
- Past due balance \$101.00
- Current balance \$95.00
- Pilot proposal – SDG&E offers customer up to three months to pay \$196.00 (\$65.33 plus new monthly charges over term), or can set up arrangement such that current amount is paid within a specified number of days, and past due balance is paid over following three months (\$33.67 plus new monthly charges over term).

**4.4.6 SoCalGas**

4.4.6.1 SoCalGas proposes to offer two payment arrangement options focused on CARE customers, through CSRs only. The first payment arrangement option is based upon getting customers below their minimum collection amount with maximum two payments before the collect/close date. The second pilot option would be three equal payments for the total delinquent amount and the first payment needs to be paid prior to the collect/close date.

4.4.6.2 The following are examples of the two payment arrangement options for CARE customers may choose from based on individual circumstances.

**Example 1:** The customer MCA is \$65. The delinquent amount is \$123. Based on the customer's payment method, they need to make a payment by 1/15.

1. First Payment Arrangement - the customer pays a set of two payments:
  - \$57 on 1/15
  - \$66 on 2/5
2. Pilot Proposal - the customer pays a set of three payments:
  - \$41 on 1/15
  - \$41 on 1/29
  - \$41 on 2/12

**Example 2:** The customer MCA is \$100. The delinquent amount is \$155. Based on the customer's payment method, they need to make a payment by 1/15.

1. First Payment Arrangement - the customer pays a set of two payments:
  - \$54 on 1/15
  - \$101 on 2/5
2. Pilot Proposal - the customer pays a set of three payments:
  - \$51 on 1/15
  - \$51 on 1/29
  - \$51 on 2/12

#### **4.4.7 Additional IOU Pilot Components:**

4.4.7.1 The Joint Utilities shall work together to incorporate the following elements as a component of one or more of the Joint Utility pilots described above:

1. For a total statewide sample size of 10,000 customers over the duration of the seven month pilot period, the Joint Utilities will affirmatively acknowledge/confirm receipt of the first payment of a payment arrangement. The acknowledgement will include a general, non-customer specific, statement concerning the next payment and will

provide a telephone number for customers to call with questions or concerns. The affirmative customer outreach will be in the form of either a hard copy, text or, on a more limited basis, electronic email communication to the customer.

2. For a total statewide sample size of 1,000 customers over the duration of the seven-month pilot period, the Joint Utilities will provide a proactive outbound live agent call to selected customers with past-due amounts owed, but not participating in a payment arrangement, in advance of disconnection for nonpayment. This provision excludes Medical Baseline customers who already receive live agent calls in advance of disconnection.
3. **Data Collection:** The Joint Utilities propose to analyze a subset of customers who have been successful in completing their payment arrangements both before and after disconnection. The Joint Utilities will define and communicate to the Settling Parties the criteria to be used in the analysis in addition to the results of their respective payment arrangement pilots.

#### **4.4.8 Data Collection**

4.4.8.1 During the pendency of the pilots, the Joint Utilities shall collect data points as available in order to evaluate the success of each pilot after its conclusion. The Joint Utilities and Consumer Groups shall work together to develop feasible data collection points that are acceptable to all Settling Parties subject to operational limitations.

#### **4.4.9 Criteria for Success**

4.4.9.1 After the conclusion of the pilots, the Joint Utilities will provide the collected data to the Settling Parties, and the Settling Parties shall meet to discuss the results of the pilots and possible modifications or extensions of the pilots. Baseline data will include

pre-2010 and post-2010 credit data. Success of the pilots shall be determined by reducing pay plan defaults, and/or a decrease in overall outstanding arrears.

#### **4.4.10 Re-Establishment of Credit Deposit**

4.4.10.1 The re-establishment of credit deposits shall be calculated at twice the average monthly bill. The Joint Utilities shall reflect this policy in their respective Tariffs.

4.4.10.2 The Joint Utilities shall permit CARE/FERA customers to pay re-establishment of credit deposits under the following guidelines:

- For deposits less than or equal to \$150, the Joint Utilities shall provide a CARE/FERA customer up to three months to pay.
- For deposits greater than \$150, the Joint Utilities shall provide a CARE/FERA customer up to six months to pay.

4.4.10.3 The Joint Utilities shall include in their respective Tariffs a permissive provision that reflects that the utility may allow CARE/ FERA customers to amortize payment of credit deposits for up to six months at the discretion of the Utility. This proposal will result in customers continuing to be immediately reconnected while they are making installment payments on their deposit.

4.4.10.4 The Joint Utilities shall not charge CARE/FERA customers re-establishment of credit deposits for late payments, and shall reflect this provision in their respective Tariffs.

#### **4.4.11 Reporting Requirements**

4.4.11.1 The Joint Utilities shall file monthly reporting data on a quarterly basis for the duration of the term of this Agreement in the format each utility is

currently providing, with the exception of disconnection benchmark-related reporting.

#### 4.4.11.2 **Stakeholder Dialogue**

4.4.11.2.1 The Settling Parties shall meet on a semi-annual basis throughout the term of this Agreement to discuss the status of the Agreement measures and any unforeseen consequences (positive or negative) that have resulted from the measures adopted, as well as to provide flexibility to promote customer service and credit policies that support arrearage reduction and the prevention of service disconnection for non-payment. During these meetings the Joint Utilities shall inform the Consumer Groups of any anticipated future credit and collection policy or implementation changes to be requested in any pending or future proceeding before the CPUC.

4.4.11.2.2 One of the semi-annual meetings under this Agreement shall be held in the Fourth Quarter of 2015 and shall include a discussion of each of the Joint Utilities' current plans for post-2016 treatment of the credit and collection practices contained within this Agreement.

<p>OFFICE OF RATEPAYER ADVOCATES</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>THE UTILITY RETURN NETWORK</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>
<p>GREENLINING INSTITUTE</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>CENTER FOR ACCESSIBLE TECHNOLOGY</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>
<p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>SOUTHERN CALIFORNIA EDISON COMPANY</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>
<p>SAN DIEGO GAS &amp; ELECTRIC COMPANY</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>	<p>SOUTHERN CALIFORNIA GAS COMPANY</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p>

<p>THE UTILITY RETURN NETWORK</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Hayley Goodson</i></p> <p>Date: <i>March 18, 2014</i></p>	<p>OFFICE OF RATEPAYER ADVOCATES</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Steph L. Cline</i></p> <p>Date: <i>3/14/14</i></p>
<p>CENTER FOR ACCESSIBLE TECHNOLOGY</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>MELISSA L. KISSNER</i></p> <p>Date: <i>March 18, 2014</i></p>	<p>GREENING INSTITUTE</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Engy. Colleen</i></p> <p>Date: <i>March 18, 2014</i></p>
<p>SOUTHERN CALIFORNIA EDISON COMPANY</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Kenn Payne</i></p> <p>Date: <i>3/27/14</i></p>	<p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Robert F. Jones</i></p> <p>Date: <i>3/20/2014</i></p>
<p>SOUTHERN CALIFORNIA GAS COMPANY</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>GILMAN A WRIGHT</i></p> <p>Date: <i>March 24, 2014</i></p>	<p>SAN DIEGO GAS &amp; ELECTRIC COMPANY</p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Caroline Winn</i></p> <p>Date: <i>3/27/14</i></p>