

From: DeVine, Kyle  
Sent: 7/3/2014 12:53:53 PM  
To: [Redacted] (/O=PG&E/OU=Corporate/cn=Recipients/cn=[Redacted] [Redacted]  
(/O=PG&E/OU=CORPORATE/CN=RECIPIENTS/CN=[Redact])  
Cc: Dietz, Sidney (/O=PG&E/OU=Corporate/cn=Recipients/cn=SBD4); Miller, Karen  
(karen.miller@cpuc.ca.gov); Kaur, Ravneet (Ravneet.Kaur@cpuc.ca.gov);  
Martinez, Alejandra (Alejandra.Martinez@cpuc.ca.gov); [Redacted]  
(/O=PG&E/OU=Corporate/cn=Recipients/cn=[Redact]); [Redacted]  
(/O=PG&E/OU=Corporate/cn=Recipients/cn=[Redact])  
Bcc:  
Subject: RE: CHANGES CBO resolution suggestion

Hi [Redact]

Like I just said to you on the phone, and in the email below, I would prefer if you would put the NDA aside and look at the form that we all agreed to use when we started the program. It is attached.

Also I just want to clarify something. When we talked, you said PG&E was not a part of the program at the start. That just is not the case. [Redacted] was the initial representative from PG&E and she and the other IOUs participated in discussions with Karen Miller and me even before the CPUC ordered the program, and ordered PG&E and the others to participate. Rommel was involved and even Patti and Mary were involved in its creation and fine tuning. Gee. Maybe when we talk on Tuesday we should spend some time on history.

PS 1 pm on Tuesday will be fine. I'll get a call in number and send you an invite

Thanks for hearing me out.

**From:** [Redacted] [mailto:EVB5@pge.com]  
**Sent:** Thursday, July 03, 2014 11:43 AM  
**To:** DeVine, Kyle; [Redacted]  
**Cc:** Miller, Karen; Martinez, Alejandra; Kaur, Ravneet; Dietz, Sidney; [Redacted] [Redacted]  
[Redacted]  
**Subject:** RE: CHANGES CBO resolution suggestion

Good morning, Kyle,

I have updates on the NDA language. For this limited purpose for CHANGES, we can delete the language in the generic NDA that concerns you and the CBOs. We'll delete item 4:

The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

I've included an updated NDA with the struck-out language in item 4. Please let me know what you think. While we're working towards getting these NDAs signed, please let me know of any specific situations CBOs are still experiencing barriers with our current protocols.

We can conference call on Tuesday, 7/3, at 1pm. Will you send invite?

Thank you.

Regards,

Redacted

**From:** DeVine, Kyle [<mailto:kyle.devine@cpuc.ca.gov>]

**Sent:** Thursday, July 03, 2014 8:25 AM

**To:** Redacted

**Cc:** Miller, Karen; Martinez, Alejandra; Kaur, Ravneet; Dietz, Sidney; Redacted; Redacted

Redacted

**Subject:** RE: CHANGES CBO resolution suggestion

Good morning,

Thanks for getting back to me. I'm so glad PG&E resolved that problem (where the CSRs and supervisors refused to permit organizations to advocate on behalf of consumers). Thank you for that. As far as a meeting on Tuesday, looks like sometime between 1 to 3 would work for us. But please confirm quickly because, as you know, meetings tend to shift around.

**From:** [Redacted]  
**Sent:** Wednesday, July 02, 2014 4:42 PM  
**To:** DeVine, Kyle  
**Cc:** Miller, Karen; Martinez, Alejandra; Kaur, Ravneet; Dietz, Sidney; [Redacted] [Redacted]  
[Redacted]  
**Subject:** RE: CHANGES CBO resolution suggestion

Hi, Kyle and et al,

I want to acknowledge the receipt of your email. I share your concerns about CHANGES CBOs still having trouble speaking to PG&E Customer Service even while the customer is present on the phone. It is company policy for the CBO, or any third party, to be able speak to Customer Service while the customer is present. Prior to our meeting at the CPUC on 6/18, we informed our CSRs via tailboard meetings and electronic communications to re-emphasize our protocols with Third Parties, like CHANGES CBOs. We also plan to re-communicate our company policy about 3<sup>rd</sup> party interactions in the near future. Can you please share with me specific customer account(s) where CBOs are experiencing these challenges? The information will be helpful for us for better understanding the circumstances and improve training.

We're reviewing your concerns about the NDA and will also examine other solutions to help streamline the process.

We can discuss over the phone on Tuesday, July 8<sup>th</sup>. Can you please let us know your available times?

We look forward to touching base soon and thank you again for sharing your concerns.

Regards,

Redacted

**From:** DeVine, Kyle [mailto:kyle.devine@cpuc.ca.gov]

**Sent:** Wednesday, July 02, 2014 9:30 AM

**To:** Redacted Redacted Redacted

**Cc:** Miller, Karen; Martinez, Alejandra; Kaur, Ravneet

**Subject:** FW: CHANGES CBO resolution suggestion

Hi Sid and everyone,

I wanted to take a few moments of your time to point out two outstanding concerns I have about PG&E and the CBO's relationship, specifically, the Nondisclosure Agreement (NDA) and the CBO's challenges in communicating with PG&E CSRs. I hope to hear your positions on these soon. Karen has advised she is available tomorrow, July 3, if you want to have a conference call. But if you have other plans that day, I'd like to know your thoughts by the following Tuesday, July 8. If necessary we can see if we can do a conference call then. Thanks!

1. NDA – After reading the NDA several times, it appears to me that it's a generic NDA which covers all possible items/senarios in which PG&E might provide the subcontractors with protected information. Although nearly none of this applies to the information CBOs receive, I have no problem with PG&E including all that they have. However, I am concerned with item 4 as follows: The Recipient hereby

acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

Just to review, the information the CBOs receive is a utility bill and or any other utility documents, which the consumer provides them; and PG&E provides (often verbally) information specific to the consumer's instant concern, such as confirmation of when a payment is due, agreement on payment arrangements, and the utility's side of the issue at hand. In my mind, the information that is provided by the consumer or PG&E doesn't include trade secrets, so to speak; therefore, I do not expect the CBOs to be forced to sign this document that includes agreement to sign their rights away just to be able to transact business on behalf of the consumer. I want to remind you that the Contractor, CPUC and the IOUs developed and agreed upon CHANGES own authorization form and I would prefer we resume using that document.

2. I was advised that even after our meeting, the CBOs were having troubling transacting business PG&E, even when the consumer was present. This seems in line with Erwin's previous email on June 6, 201. However, I thought we had agreed at the meeting that the CSRs would instantly resume communicating directly with the CBOs when the consumer is also in the line. Please clarify your position. For your reference, the text of the email I am quoting follows:

"2) PG&E Customer Service: For the privacy & protection of the customer account, PG&E can no longer release account information to a third party with only verbal consent unless:

- the customer of record can provide written consent to authorize a Third

Party on the account

- PG&E can provide information to the customer directly.  
While this is a CPUC requirement regarding customer privacy and account protection, it has not necessarily changed the policy we've had in place for CHANGES to support our LEP customers. We ask that the customer remain present with CBO representative while on the call with the PG&E customer service representative (CSR). Our PG&E CSRs can get a PG&E-approved translator and provide information directly to the customer while the CBO representative is present.”

Kyle DeVine, Public Advisor's Office

California Public Utilities Commission

213-576-7050 [kyl@cpuc.ca.gov](mailto:kyl@cpuc.ca.gov)

PG&E is committed to protecting our customers' privacy.  
To learn more, please visit <http://www.pge.com/about/company/privacy/customer/>

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