



Public Advocates Office
California Public Utilities Commission

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PUBLIC ADVOCATES OFFICE DATA REQUEST
No. CalAdvocates-TB-SCG-2021-03
23rd In A Series

Not In A Proceeding

Date Issued: March 12, 2021

Date Due: March 22, 2021

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INSTRUCTIONS¹

General:

You are instructed to answer the following Data Requests with written, verified responses pursuant to, without limitation, Public Utilities Code §§ 309.5(e), 311(a), 314, 314.5(a), 581, 582, 584, 701 and 702 and Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure within ten (10) business days. Note that Public Utilities Code § 581 requires you to provide the information in the form and detail that we request and failure to do so may result in fines or other penalties.

Each Data Request is continuing in nature. Provide your response as it becomes available, but no later than the due date noted above. If you are unable to provide a response by the due date, notify the Public Advocates Office within five (5) business days, with a written explanation as to why the response date cannot be met and a best estimate of when the information can be provided. If you acquire additional information after providing an answer to any request, you must supplement your response following the receipt of such additional information.

This data request does not diminish or excuse any pending written or oral data requests to you.

The Public Advocates Offices expects you to respond to this data request in a timely manner and with the highest level of candor

Responses:

Responses shall restate the text of each question prior to providing the response, identify the person providing the answer to each question and his/her contact information, identify all documents provided in response to the question, and clearly mark such documents with the data request and question number they are responsive to.

Responses should be provided both in the original electronic format, if available, and in hard copy. (If available in Word format, send the Word document and do not send the information as a PDF file.) All electronic documents submitted in response to this data request should be in readable, downloadable, printable, and searchable formats, unless use of such formats is infeasible. Each page should be numbered. If any of your answers refer to or reflect

¹ Because SoCalGas has routinely failed to comply with the Instructions provided in the data requests in this investigation, portions of these Instructions are highlighted to bring your attention to the Instructions. Cal Advocates' expects that you will comply with all of the Instructions, including those that are highlighted.

calculations, provide a copy of the supporting electronic files that were used to derive such calculations, such as Excel-compatible spreadsheets or

computer programs, with data and formulas intact and functioning. Documents produced in response to the data requests should be Bates-numbered, and indexed if voluminous.

Requests for Clarification:

If a request, definition, or an instruction, is unclear, notify the people listed above in writing within five (5) business days, including a specific description of what you find unclear and why, and a proposal for resolving the issue. In any event, unless directly otherwise by the people listed above, answer the request to the fullest extent possible, explain why you are unable to answer in full, and describe the limitations of your response.

Objections:

If you object to any of portion of this Data Request, please submit specific objections, including the specific legal basis for the objection, to the people listed above within five (5) business days.

Assertions of Privilege:

If you assert any privilege for documents responsive to this data request, please notify Cal Advocates of your intent to make such claims within five (5) business days, and provide a privilege log no later than the due date of this data request, including: (a) a summary description of the document; (b) the date of the document; (c) the name of each author or preparer; (d) the name of each person who received the document; and (e) the legal basis for withholding the document.

Assertions of Confidentiality:

If you assert confidentiality for any of the information provided, please identify the information that is confidential with highlights and provide a specific explanation of the basis for each such assertion. No confidential information should be blacked out. Assertions of confidentiality will be carefully scrutinized and are likely to be challenged absent a strong showing of the legal basis and need for confidentiality.

Signed Declaration:

The data response shall include a signed declaration from a responsible officer or an attorney under penalty of perjury that you have used all reasonable diligence in preparation of the data response, and that to the best of their knowledge, it is true and complete.

In addition, any claim of confidentiality or privilege shall be supported by a declaration from your attorney under penalty of perjury stating that your attorney is familiar with the relevant case law and statutes pertaining to claims of confidentiality and privilege such that there is a good faith basis for the claim.

DEFINITIONS

- A. As used herein, the terms “you,” “your(s),” “Company,” “SCG,” and “SoCalGas” and mean Southern California Gas Company and any and all of its respective present and former employees, agents, consultants, attorneys, officials, and any and all other persons acting on its behalf, including its parent, Sempra Energy Company.
- B. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of these Data Requests any information or documents which might otherwise be considered to be beyond their scope.
- C. Date ranges shall be construed to include the beginning and end dates named. For example, the phrases “from January 1 to January 31,” “January 1-31,” “January 1 to 31,” and “January 1 through January 31” should be understood to include both the 1st of January and the 31st of January. Likewise, phrases such as “since January 1” and “from January 1 to the present” should be understood to include January 1st, and phrases such as “until January 31,” “through January 31,” and “up to January 31” should also be understood to include the 31st.
- D. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular whenever appropriate in order to bring within the scope of these Data Requests any information or documents which might otherwise be considered to be beyond their scope.
- E. The term “communications” includes all verbal and written communications of every kind, including but not limited to telephone calls, conferences, notes, correspondence, and all memoranda concerning the requested communications. Where communications are not in writing, provide copies of all memoranda and documents made relating to the requested communication and describe in full the substance of the communication to the extent that the substance is not reflected in the memoranda and documents provided.
- F. The term “document” shall include, without limitation, all writings and records of every type in your possession, control, or custody, whether printed or reproduced by any process, including documents sent and received by electronic mail, or written or produced by hand.

- G. “Relate to,” “concern,” and similar terms and phrases shall mean consist of, refer to, reflect, comprise, discuss, underlie, comment upon, form the basis for, analyze, mention, or be connected with, in any way, the subject of these Data Requests.
- H. When requested to “state the basis” for any analysis (including studies and workpapers), proposal, assertion, assumption, description, quantification, or conclusion, please describe every fact, statistic, inference, supposition, estimate, consideration, conclusion, study, and analysis known to you which you believe to support the analysis, proposal, assertion, assumption, description, quantification, or conclusion, or which you contend to be evidence of the truth or accuracy thereof.
- I. Terms related in any way to “lobbying,” lobbyist,” “lobbying firm” and “lobbyist employer,” and activities intended to influence legislative or administrative actions at the state or local government level, shall, without limitation, be construed broadly and, without limitation, to be inclusive of how those terms are described in the Sempra Energy Political Activities Policy (Policy), the training materials related to the Policy, and the California Political Reform Act .²

DATA REQUEST

NONREFUNDABLE O&M

In DATA REQUEST CALADVOCATES-SC-SCG-2019-05, Q. 13 Cal Advocates asked: “Is nonrefundable O&M ratepayer funded?”

On August 27, 2019, SoCalGas responded: “SoCalGas objects to this question as being vague, ambiguous, and overly broad. Subject to and without waiving the foregoing objections, SoCalGas responds as follows: SoCalGas understands this request to pertain to the Balanced Energy IO. The costs and activities tracked by the Balanced Energy IO are not funded by ratepayers.”

This answer is unresponsive.

² The Sempra Energy Political Activities Policy defines lobbying broadly on page 3 as: “any action intended to influence legislative or administrative action, including activities to influence government officials, political parties, or ballot measures. Lobbyists can be individual employees or the company that employees them, referred to as a Lobbyist-Employer.” The California Political Reform Act has a similarly broad definition. See, e.g., Gov’t Code § 82032.

The following questions 1-3 seek to understand generally how the term “nonrefundable O&M” is used by SoCalGas for accounting purposes. These questions do not pertain specifically to the Balanced Energy IO and should not be construed as such.

- (1) Please describe what the phrase “nonrefundable O&M” means for purposes of SoCalGas accounting instructions when that phrase is included on a Work Order.
- (2) If the phrase “All costs should be nonrefundable O&M” was included in a Work Order, would it be understood by accounting staff to require them to book all costs associated with the Work Order to a below the line account?
- (3) Please provide all Work Orders initiated from January 1, 2017 to February 28, 2021 that contain any of the following phrases:
 - a. nonrefundable O&M
 - b. non-refundable O&M
 - c. nonrefundable operations and maintenance
 - d. non-refundable operations and maintenance
 - e. nonrefundable operations & maintenance
 - f. non-refundable operations & maintenance

AUDIT PREPARATION

- (4) Please provide all accounting instructions provided to SoCalGas accounting staff associated with the Balanced Energy Internal Order, also known as IO 300796601 (Balanced Energy IO).
- (5) Please identify the SoCalGas staff who approved recording costs associated with the Balanced Energy IO to FERC Account No. 920 and any documentation regarding the recording instructions.
- (6) Please identify the SoCalGas staff who approved recording costs associated with the Balanced Energy IO to FERC Account No. 426.4 and any documentation regarding the recording instructions.
- (7) Please provide all Work Orders to which Marathon Communications invoices have been charged between January 1, 2017 and February 28, 2021.
- (8) Please provide all Work Orders to which Imprenta Communications Group invoices have been charged between January 1, 2017 and February 28, 2021.

- (9) SoCalGas' August 13, 2019 response to Data Request CALPA-SCG-051719, Q 4 represented that all costs associated with certain contracts SoCalGas has with Marathon Communications and Imprenta Communications Group would be paid by shareholders. Please:
- a. Identify by contract number the specific contracts SoCalGas was referring to in this data response; and
 - b. Provide accounting documentation demonstrating that all invoices associated with these contracts have been booked to shareholder accounts.
- (10) SoCalGas' August 13, 2019 response to Data Request CALPA-SCG-051719, Q 3 represented that "all of George Minter's and Ken Chawkins's time from May 1, 2018 through the present would be shareholder funded" For the period May 1, 2018 to February 28, 2021, please:
- a. Identify by FERC account number all accounts where such costs have been booked;
 - b. Identify whether the costs identified in response to Question 10.a include pension and benefits; and
 - c. If these costs do not include pension and benefits, please quantify the cost to SoCalGas of these employees' pensions and benefits for the period May 1, 2018 to February 28, 2021, broken down by year.

END OF REQUEST