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1 **PREPARED OPENING TESTIMONY**
2 **OF SABRINA BUTLER**

3 **I.**
4 **INTRODUCTION**

5 In this testimony, I will be responding to the questions regarding Public Utilities Code
6 Section 745 set forth in the January 23, 2017 Assigned Commissioner and Administrative Law
7 Judge’s Ruling Amending Scoping Memorandum and Ruling (January 23, 2017 Ruling). The
8 testimony of SDG&E witness Cynthia Fang also addresses some of these issues from a policy
9 perspective.

10 **II.**
11 **SECTION 745(c)(2) ISSUES**

In the January 23, 2017 Ruling, the following questions were posed pertaining to Section
745(c)(2):

- 12 a. Do Senior Citizens in Hot Climate Zones Experience Unreasonable Hardship Under TOU
13 Rates?
- 14 b. Do Customers Eligible For CARE/FERA (Economically Vulnerable Customers) in Hot
15 Climate Zones Experience Unreasonable Hardship Under TOU Rates?
- 16 c. Do Customers at or Below 100% of The Federal Poverty Level (FPL) in Hot Climate
17 Zones Experience Unreasonable Hardship Under TOU Rates?
- 18 d. Do Customers Between 101%-250% of FPL in Hot Climate Zones Experience
19 Unreasonable Hardship Under TOU Rates?
- 20 e. Do Senior Citizens in Hot Climate Zones Experience Unreasonable Hardship Related To
21 Health and Safety Resulting From Reduced Air Conditioning Use?
- 22 f. Do Customers Eligible for CARE/FERA (Economically Vulnerable Customers) in Hot
23 Climate Zones Experience Unreasonable Hardship Related To Health and Safety
24 Resulting From Reduced Air Conditioning Use?
- 25 g. If Default TOU is Determined To Cause Senior Citizens or Economically Vulnerable
26 Customers in Hot Climate Zones To Experience Unreasonable Hardship (i) What Steps
27 Can Be Taken To Mitigate or Reduce The Hardship? (ii) Are There Steps Beyond Those
28 Approved in The TOU Default Pilot Advice Letters That Should Be Taken? And (iii) If

1 These Customers Must Be Excluded from Default TOU, What Steps Should Be Taken to
2 Ensure These Customers Are Not Defaulted On to a TOU Rate Without Their
3 Affirmative Consent?

4 SDG&E’s hot climate zones are defined as its Desert and Mountain climate zones and
5 includes a population of 17,469 total residential customers.¹ This number includes all residential
6 customer categories, including, but not limited to, CARE/FERA and seniors. As stated in
7 SDG&E’s approved Opt-In Pilot Plan, SDG&E’s climate zones are defined as Coastal, Inland,
8 Mountain and Desert.² In agreement with the TOU Working Group, SDG&E’s climate zones
9 were redefined as three “regions” with the Coastal region referred to as the “Cool” zone, the
10 Inland region referred to as the “Moderate” zone and the Mountain and Desert regions
11 collectively referred to as the “Hot” zone.³ SDG&E proposed a limited sampling in its hot
12 climate zone, with the goal to enroll 1,250 customers on Opt-In Pilot Rate 2 only (approximately
13 8% of SDG&E’s hot zone customers) with a focus on recruiting CARE/FERA customers first
14 (an approach the Commission found reasonable in Resolution E-4796, at p. 21).

15 The January 23, 2017 Ruling regarding Section 745(c)(2) identifies question regarding
16 “Unreasonable Hardship” (Questions (a) through (d)) and “Unreasonable Hardship Related To
17 Health and Safety Resulting From Reduced Air Conditioning Use” (Questions (e) and (f)). The
18 California Statewide Opt-In Time-of-Use Pricing Pilot – Interim Evaluation report that was
19 prepared by Nexant, Inc. and Research Into Action (Nexant/RIA Report) and issued on April 11,
20 2017 provides results for economic index scores and a health index that provide guidance

¹ The 17,469 customer number reflects SDG&E’ hot climate zone total population as of April 17, 2017. At the time of the development of the Opt-in Pilot, the population was estimated to be about 16,000 customers.

² <http://www.sdge.com/images/3335/climate-zones-map>.

³ SDG&E Advice Letter 2835-E-A (January 22, 2016), Attachment A at p. 7, fn. 6.

1 regarding these questions. Given SDG&E’s hot climate zone sample, the Nexant/RIA Report
2 provides results on seniors and economically vulnerable customers more generally for SDG&E.

3 **A. SDG&E Response to 745(c)(2) Questions (a) – (d):**

4 Section 745(c)(2) Questions (a) – (d) of the January 23, 2017 Ruling address whether
5 TOU rates contribute to an increase in economic hardship. Surveys conducted as part of the
6 Nexant/RIA Report included questions pertaining to economic hardship. Responses to survey
7 questions were combined to produce an economic index, where higher numbers represent
8 increased economic hardship and lower numbers represent less economic hardship. The value of
9 this index was compared between treatment and control customers to determine whether the
10 TOU rates increase the value of the index. Again, as previously mentioned, SDG&E’s small hot
11 climate zone population did not support segmentation by customer type (CARE/FERA/Senior).
12 However, the Nexant/RIA Report found there was no statistically significant increase in the
13 economic index for customers on Rate 2 in any segment or climate region.⁴ Additionally,
14 SDG&E’s customers on Rate 2 in both moderate and cool regions did not see any statistically
15 significant increase in economic index scores in CARE/FERA, CARE/FERA-eligible or non-
16 CARE/FERA customers when compared to the control group.

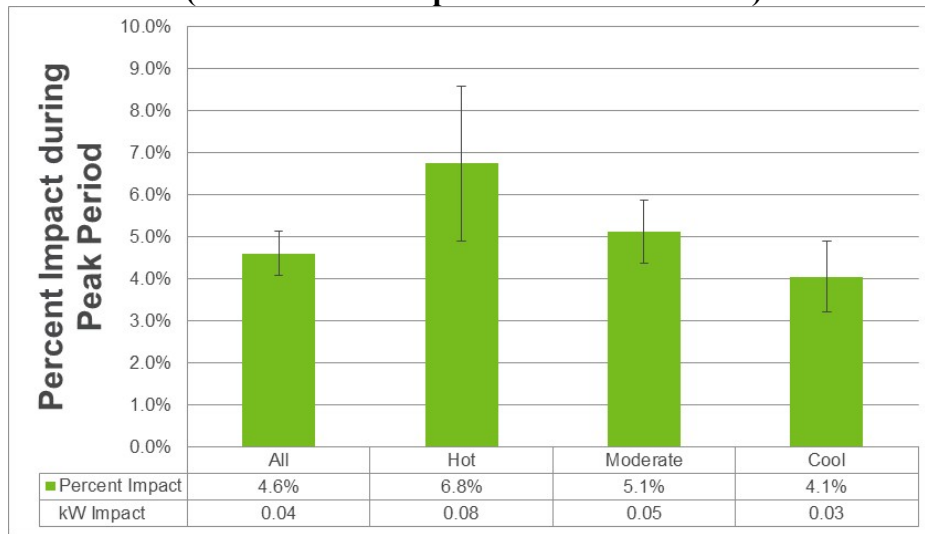
17 In addition to the economic index information, the Nexant/RIA Report also included bill
18 and load impact information. Bill impact information can inform the question of whether
19 customers experience economic hardship, while load impact information can inform whether
20 customers are able to reduce/shift load to mitigate bill impacts.

⁴ Nexant/RIA Report, Table 6.5-6, p. 394.

(Continued)

1 Further results from the Nexant/RIA Report show customers in SDG&E’s hot climate
 2 zone had the greatest load impacts, as shown in Figure 6.3-6 below, with peak load reductions of
 3 6.8% or 0.08kW on average weekdays.⁵

4 **Figure 6.3-6: Average Percent Load Impacts for Peak Period for SDG&E Rate 2**
 5 **(Positive values represent load reductions)**



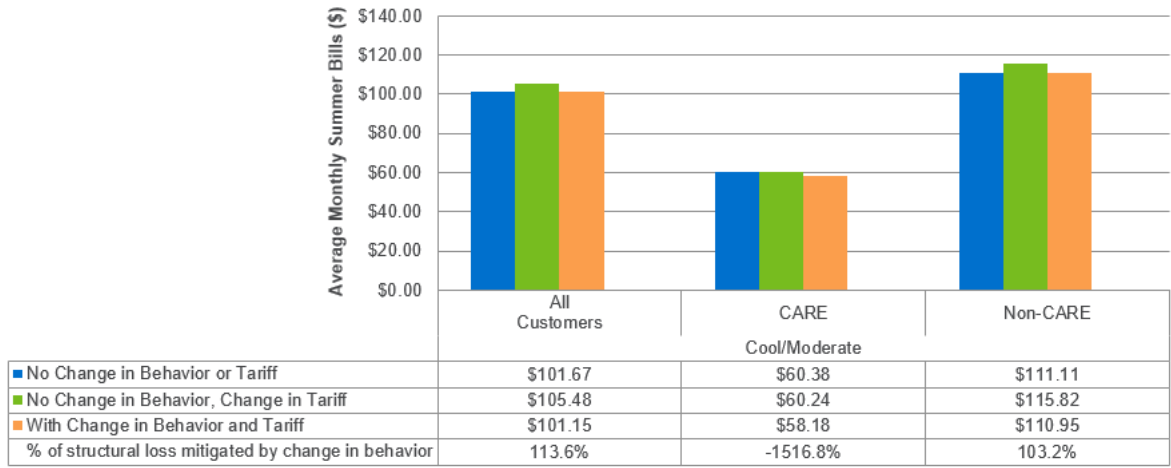
6
 7 While just over 50% of customers in the hot climate zone are non-benefiters, customers
 8 in the hot climate zone were able to show the largest absolute peak load reduction of almost 7%,
 9 indicating high potential to shift load and thereby mitigate bill impacts.

10 Figure 6.4-11 shows that all customers on Rate 2 were able to avoid the bill impacts
 11 through changes in behavior. ⁶

⁵ Id., p. 361.

⁶ Id., p. 382.

1 **Figure 6.4-11: Rate 2 Total Bill Impact Due to Differences in the**
 2 **Tariff and Behavior Change**
 3 **(All | CARE/FERA | Non-CARE/FERA)**



* Indicates statistically significant result

4
 5 While the percent of “structural loss” (i.e., bill impacts) for hot climate zone customers
 6 that is mitigated by a change in behavior is not statistically significant on its own, SDG&E is
 7 encouraged by the finding that Rate 2 customers, across all three climate zones, were able to
 8 mitigate the “structural loss” though change in behavior.⁷

9 **B. SDG&E Response to 745(c)(2) Questions (e) and (f):**

10 Questions (e) and (f) of the January 23, 2017 Ruling address hardship related to health
 11 and safety impacts resulting from reduced air conditioning use. A Health Index or metric was
 12 developed from the results of the Nexant/RIA survey. The Health Index asked whether the
 13 participants reported *at least* one medical event due to heat during the summer. Based on the
 14 survey findings, Rate 2 customers do not appear to experience unreasonable hardship due to
 15 health and safety impacts after transitioning from tiered rates to TOU rates. None of the
 16 respondents across all segments in Rate 2 reported needing to seek medical attention more so

⁷ Id., p. 383.

(Continued)

1 than the corresponding respondents in the control group.⁸ Overall, there is no evidence from the
2 Nexant/RIA Report that TOU rates increased economic or health index scores on average for any
3 customer segment in SDG&E's service territory, including CARE/FERA customers.

4 **C. SDG&E Response to 745(c)(2) Question (g):**

5 **1. If Default TOU is Determined to Cause Senior Citizens or**
6 **Economically Vulnerable Customers in Hot Climate Zones to**
7 **Experience Unreasonable Hardship, What Steps Can Be Taken to**
8 **Mitigate or Reduce The Hardship?**

9 As previously stated, SDG&E's total population in its hot climate zone is approximately
10 17,000 customers, which currently includes 2,958 CARE customers, 102 FERA customers and
11 715 self-certified seniors. The small number of customers in the hot climate zone provides
12 SDG&E a unique opportunity to take a very personalized, straightforward, customer-focused
13 approach in finding solutions that can be taken to mitigate or reduce potential hardship that may
14 occur when transitioning to TOU rates. Whether by email, direct mail, phone or in person,
15 SDG&E plans to educate and engage customers on solutions that may help them to reduce their
16 energy use, particularly during summer months. These solutions can include energy efficiency
17 options to reduce energy use such as home upgrade offerings like the Energy Savings Assistance
18 Program (ESAP), Middle Income Direct Install (MIDI), Multifamily Energy Efficiency Rebates
19 (MFEER), as well as lighting, programmable devices like smart strips and thermostats, water
20 kits, conservation (Reduce Your Use), and bill assistance options such as Level Pay Plan,
21 California Alternative Rates for Energy (CARE) and Medical Baseline, depending on eligibility.
22 Customers also would be reminded of the tools available to them to help better manage their
23 energy use, including but not limited to My Account, Goals & Alerts, Home Energy Assessment

⁸ Id., p. 395.

1 and SDG&E's monthly bill ready notification that includes customized energy solutions. If
2 greater awareness of energy usage and/or changes in behavior do not provide the necessary
3 relief, SDG&E would recommend that customers utilize the online rate comparison tool or speak
4 to an Energy Service Specialist to understand the best rate option for them, whether that be
5 another TOU rate or a move back to the non-TOU tiered rate.

6 **2. Are There Steps Beyond Those Approved in The TOU Default Pilot**
7 **Advice Letters That Should Be Taken?**

8 As noted in the response above and in the TOU Default Pilot Advice Letters, SDG&E has
9 a variety of tools and solutions that would be shared with customers. As the Default Pilot
10 progresses through the summer, SDG&E may seek to expand its direct calling campaign and
11 outreach activities to provide even greater personalized and tailored customer service. In order
12 to give SDG&E's eligible hot climate zone customers more time to prepare for default TOU and
13 benefit from any learnings gathered through the initial roll-out, SDG&E also would look at
14 transitioning these customers to default TOU at the end of the Initial Default Migration period.

15 **3. If These Customers Must Be Excluded from Default TOU, What**
16 **Steps Should Be Taken to Ensure These Customers Are Not Defaulted**
17 **On to a TOU Rate Without Their Affirmative Consent?**

18 The first step is to ensure these customers are properly identified, which SDG&E would
19 plan to do through proactive and personalized communication campaigns. At the February 14,
20 2017 TOU Working Group meeting, it was agreed that if it is determined that customers
21 identified in Section 745(c)(2) are to be excluded from default TOU, the following identification
22 campaign will be implemented for SDG&E's total hot zone population of approximately 17,000
23 customers beginning in the early October 2017 timeframe. The campaign largely will focus on
24 communicating CARE/FERA and self-certification information with considerations for seniors
25 and non-identified potential category exclusions as follows:

- 1 • Highlight CARE/FERA for those customers who, based on 3rd party financial
2 data, we have identified as potentially eligible customers.
- 3 • Highlight the self-certification process for those customers who, based on 3rd
4 party data, have been identified as a senior head of household.
- 5 • For all other customers that have not been identified as one or the other of the
6 above, a communication that includes information on both exclusions.

7 Sending the communication in the early October 2017 timeframe would give customers
8 close to three months to enroll in one or both of the programs, thus excluding them from default
9 pilot communications starting January 1, 2018. This approach not only would allow SDG&E to
10 properly identify these customers in the hot zone prior to the default process, but potentially give
11 insights into customers' acceptance of SDG&E's communication approach and promote bill
12 assistance options.

13 III.

14 SECTION 745(c)(1) ISSUES

15 A. **For Customer Groups Listed in Section 745(c)(1), Are There Any Issues Related to**
16 **Affirmative Consent, Identification, or Exclusion That Were Not Able to Be**
17 **Resolved Through the Default TOU Pilot Advice Letters? If So, What Additional**
18 **Steps Are Necessary?**

19 As filed in SDG&E Advice Letter 3020-E (Attachment B, p. IV-27), "SDG&E is
20 proposing to exclude the following customers from transitioning to the default TOU pilot rates,
21 some of which are mandated exclusions pursuant to P.U. Code Section 745 . . ."

1
2

TABLE 3
DEFAULT PILOT EXCLUSIONS

Description	Reason
Customers with less than 12 months of interval data	P.U. Code Section 745(c)(4)
Medical Baseline customers	P.U. Code Section 745(c)(1)
Customers requesting third party notification	P.U. Code Section 745(c)(1)
Customers who require an in-person visit prior to disconnection (includes Medical Baseline)	P.U. Code Section 745(c)(1)
Customers who do not have a TOU meter	Customers do not have 12 months of interval data per P.U. Code Section 745(c)(4)
Opt-in TOU pilot participants ⁹	Customers are currently on a TOU rate
Existing TOU customers	Customers are currently on a TOU rate
Smart Meter opt-out customers	99.9% of these customers do not have meters that collect interval data
Customers on multi-family rate Schedules DM, DT, DS, DT-RV	Master meter – resident is not the account holder (Schedules DM, DT and DS are closed)
Direct Access customers	Non-commodity rates for these customers do not differ based on TOU period

3

⁹ Customers who are part of the opt-in pilot control group also will be excluded from the default TOU pilot. Control group customers will be encouraged to enroll in TOU after the end of the opt-in pilot.

1 SDG&E identifies seniors within a household through (1) self-certification and (2) third-
2 party data, which can only identify senior heads of household.

3 As it relates to the identification of senior head of household, SDG&E utilizes purchased
4 third-party data (Claritas) with categorical age groupings of 65-74 years old combined with 75+
5 years old. Age from the third-party source is based on a name and address match with 85%
6 accuracy. This information is then matched to SDG&E accounts at the household level. This
7 data is acquired annually, with updates quarterly for new accounts. SDG&E also utilizes third-
8 party data to identify customers whose financial data indicates they may be eligible for
9 CARE/FERA.

10 SDG&E will use this third-party data to develop the target lists for the October 2017
11 ME&O campaign described above. This information will allow SDG&E to tailor the messaging
12 to best reach the customer. Once identified, SDG&E's customer information system tracks these
13 customers so that they can be excluded from the default process.

14 At this time, SDG&E does not believe additional steps are necessary to identify these
15 customers; however, as the rollout of default TOU continues, SDG&E may discover a need to
16 revise and update this position.

17 **B. Should The Commission, in its Discretion, Designate Any Other Customer Groups**
18 **to Be Excluded From Default TOU Rates?**

19 As stated in Witness Fang's testimony, SDG&E does not believe that the results of the
20 Nexant/RIA Report warrant the exclusion of any customer groups in SDG&E's service territory,
21 other than the customer groups identified in Table 3 above.

22 **C. If So, What Steps Should Be Taken to Exclude These Customers?**

23 While SDG&E does not believe additional exclusions are necessary, as stated in

1 SDG&E Advice Letter 3020-E (Attachment B, p. IV-27), “If the Commission determines
2 additional customers should be excluded due to hardship or other factors described in the
3 following section, or if the Commission finds in another proceeding additional exclusions are
4 warranted, SDG&E will file a Supplemental Advice Letter to revise its default TOU pilot plan
5 and cost estimates to address the additional exclusions.”

6 **IV.**

7 **SECTION 745(c)(4) ISSUES**

8 As explained in the January 23, 2017 Ruling, “Section 745(c)(4) raises many questions
9 related to treatment of customers after default TOU has been implemented. Some of these
10 questions can be answered through the Advice Letter process for the TOU default pilots.
11 However, questions that may require statutory interpretation are within scope for this proceeding.
12 The implementation issues in scope include the following:”

13 **A. For All of the Scoping Issues, Please Consider Whether the Term “Initial Default**
14 **TOU Migration” as Used in This Scoping Memo is Appropriately Defined to Mean**
15 **“The Period of Time Starting on the Date the Specific IOU Begins Migrating**
16 **Customers to Default TOU and Ending One Year Later.”**

17 While the 2018 default pilot activities are sometimes considered as part of the overall
18 TOU default timeline, SDG&E agrees that for questions related to Section 745(c)(4), the term
19 “Initial Default TOU Migration” refers to the one-year period from January 1, 2019 - December
20 31, 2019 when SDG&E plans to complete its default process, transitioning approximately
21 750,000 customers to default TOU.

22 **B. After the Initial Default TOU Migration, Must Customers Receive One Year of**
23 **Interval Usage Data Prior to Being Defaulted to a TOU Rate?**

24 Consistent with SDG&E’s 2016 Smart Pricing Program activities (where its small non-
25 residential customers were transitioned to a dynamic TOU rate), at the end of the Initial Default
26 TOU Migration (December 31, 2019), SDG&E is proposing that TOU become the new default

1 rate structure for residential customers at the time of turn-on, thus, no longer requiring customers
2 to have one year of interval data prior to being defaulted to a TOU rate.

3 For customers who are not eligible for default in the initial January – December 2019
4 default TOU migration (e.g., customers who do not meet the one-year interval data requirement
5 from an advanced meter), SDG&E recommends a Q4 2020 final default that would then
6 complete the rollout of default TOU to all eligible customers.

7 **1. If Yes, For How Long After the Initial Default TOU Migration Must**
8 **Customers Receive One Year of Interval Usage Data Prior to Being**
9 **Defaulted to a TOU Rate?**

10 As noted above, beginning January 2020, SDG&E is proposing TOU as the default rate
11 for all new turn-ons. While it is SDG&E’s goal that customers would embrace TOU, it also is
12 understood that TOU may not be for everyone. At the time of turn-on, whether utilizing
13 SDG&E’s self-service option or more traditional Customer Contact Center call, customers will
14 be given their full array of rate options, with the understanding that TOU is the default rate.

15 **2. Should The Same Rules Apply For:**

16 **(a) New Customer Accounts Opened During the Initial Default TOU**
17 **Migration**

18 For new customer accounts opened during the initial migration (January 1, 2019 -
19 December 31, 2019), customers would still be required to have one year of interval data before
20 defaulting over to TOU. Their turn-on rate would remain the current non-TOU tiered rate
21 (Schedule DR). As proposed above, these customers would be subsequently included in the Q4
22 2020, one-time post-Initial Default TOU Migration effort.

23 **(b) New Customer Accounts Opened After the Initial Default TOU**
24 **Migration**

25 For new accounts opened *after* the Initial Default TOU Migration, as previously stated,
26 TOU should be the new turn-on rate. SDG&E will provide all rate options, both TOU and non-
27 TOU, to customers with the understanding that TOU is the standard turn-on rate.

1 **(c) Customer Accounts Transferred to a New Home Within the Same**
2 **Service Territory? If Not, How Should They Differ?**

3 Transferred accounts would not differ from new accounts.

4 **For (c), Consider The Following Scenarios:**

5 **(i) Should Customers Who Opt-Out of Default TOU Rates and Then Move**
6 **to a New Home Within The Same Service Territory Retain Their Opt-**
7 **Out Status?**

8 As rate choices are tracked at the premise level in SDG&E's customer information
9 system, SDG&E would propose to follow its current process for customers who transfer service
10 within the territory. This process is essentially the same process as for a new customer described
11 above. During the transaction (online or by phone), the customer can opt-out of the standard
12 TOU rate and make another rate selection.

13 **(ii) If a Customer Does Not Opt Out of TOU and Then Moves to a New**
14 **Home in The Same Service Territory, Should They Continue Service on**
15 **The TOU Rate or Should They Be Returned to a Tiered Rate? If They**
16 **Are Returned to a Tiered Rate, Should They Be Defaulted to a TOU Rate**
17 **After They Have Received One Year of Interval Usage Data At The New**
18 **Home?**

19 This would follow the same process as outlined above. That said, if the move occurs
20 after the Initial Default TOU Migration (January 1, 2019-December 31, 2019), the standard turn-
21 on rate would be the default TOU rate. If the move occurs during the Initial Default TOU
22 Migration, the customer would turn-on to the standard Schedule DR rate, with the option of
23 selecting a TOU rate. This customer would then be part of the final Q4 2020 TOU transition.

24 **C. Must Customers Who Are Defaulted to a TOU Rate After the Initial Default TOU**
25 **Migration Receive One Year of Bill Protection?**

26 SDG&E is not proposing to offer bill protection after the Initial Default TOU Migration
27 has occurred. At that point, TOU should be established as the standard turn-on rate. However,
28 customers can continue to ensure they are on the best rate possible for them through rate analysis
29 options in My Account. The only caveat to this bill protection proposal is for those customers

1 who are a part of the final Q4 2020 default. Customers included in the final default would
2 receive one year of bill protection.

3 **1. If Yes, For How Long After the Initial TOU Migration Must Customers**
4 **Continue To Receive One Year of Bill Protection?**

5 Not applicable.

6 **2. Should The Same Rules Apply For:**

7 **(a.) New Customer Accounts Opened During the Initial Default TOU**
8 **Migration**

9 Customers who open new accounts during the Initial Default TOU Migration will receive
10 bill protection if they select one of the default TOU rate options.

11 **(b.) New Customer Accounts Opened After The Initial Default TOU**
12 **Migration**

13 Customers who open new accounts after the Initial Default TOU Migration would not
14 receive bill protection as TOU should be established as the default rate. However, customers can
15 select a non-TOU rate option at the time of turn-on.

16 **(c.) Customer Accounts Transferred To a New Home Within the Same**
17 **Service Territory?**

18 Customers who move to a new home will follow the same process as new accounts
19 created after the Initial Default TOU Migration. They will not receive bill protection, but will
20 have the option to select non-TOU rate options.

21 **D. Should Customers Who Opt In to a More Complex TOU Rate During the Initial**
22 **Default TOU Migration Be Provided One Year of Bill Protection?**

23 Customers who select one of the Default Rate options (TOUDR2 and TOUDR3) will
24 receive bill protection. SDG&E currently offers one additional TOU rate to its standard
25 residential customers, Schedule TOU-DR. This rate schedule is generally similar in complexity
26 to both TOUDR2 and TOUDR3 in that it is a tiered TOU rate, which provides baseline credits
27 for usage up to 130% of a customers' baseline. Schedule TOU-DR can optionally be paired with

1 an event-based commodity rate schedule EECC-TOU-DR-P, otherwise known as Time of Use
2 Plus. If a customer opts into Time of Use Plus, they are offered 12 months of bill protection,
3 which is equivalent to the proposed bill protection to be offered to customers who are
4 transitioned onto one of the Default TOU rates. SDG&E proposes to continue offering this bill
5 protection to customers who optionally select this more complex, event-based option.

6 **V.**

7 **SECTION 745(d)**

8 **A. What Standards or Methods Should The Commission Use to Complete The Analysis**
9 **Required Under Section 745(d)?**

10 The Commission should utilize the results of the Nexant/RIA Report to complete the
11 analysis required by Section 745(d). The Nexant/RIA research provides credible insights into
12 whether or not hardship was caused by an opt-in TOU rate, which can inform default TOU.

13 **B. After The Initial Default TOU Migration, is the Commission Required to Perform**
14 **the Section 745(d) Analysis Each Time an IOU Proposes to Change the Default TOU**
15 **Rate Structure?**

16 SDG&E believes that the protections contained in Section 745 were intended to cover the
17 time of the Initial Default TOU Migration as customers moved from non-TOU to TOU rates. As
18 stated in the testimony of Witness Fang, any future changes to the Default TOU Rate Structure -
19 after the Initial Default TOU Migration - should be considered in the context of SDG&E's future
20 rate design proceedings, including its 2019 General Rate Case (GRC) Phase 2 and 2018
21 Residential RDW.

22 **VI.**

23 **CONCLUSION**

24 This concludes my prepared opening testimony.

Appendix A
Witness Qualifications

1 **VII.**

2 **WITNESS QUALIFICATIONS**

3 My name is Sabrina Butler and my business address is 8330 Century Park Court, San
4 Diego, California 92123. I am the Rate Reform Program Manager in the Customer Services
5 Department of San Diego Gas and Electric (SDG&E). My primary responsibilities include
6 management of the overall implementation of the Rate Reform decision, including TOU pilots,
7 mass default TOU along with the associated marketing, education and outreach. I began work at
8 SDG&E in October 2015 as the Smart Pricing Program manager responsible for transitioning
9 SDG&E's small and medium business customers to Time of Use rates. Prior to joining SDG&E,
10 I was employed by GS Lyon Consulting.

11 I graduated from the Georgia Institute of Technology in 1991 with a Bachelor of Science
12 degree in Management.