PUBLIC COMMENT OPPOSING APPLICATION A.26-02-021

November 8, 2026

Before the Public Utilities Commission of the State of California
Application A.26-02-021 — Application of PacifiCorp (U 901 E) for Authority to Recover Costs Recorded in the Wildfire Expense Memorandum Account

From: David Collenberg
8909 Oro Fino Rd
Fort Jones, California 96032
Email: collenberg2026@gmail.com

To the Commissioners:

I am David Collenberg, a fifth-generation farmer in Fort Jones, Siskiyou County, in Pacific Power's California service territory. I oppose Application A.26-02-021 and ask the Commission to **deny it in full**. Do not authorize PacifiCorp, doing business as Pacific Power, to collect these Slater and McKinney wildfire liabilities, legal expenses, or associated carrying charges from customers. Do not approve those costs now as the foundation for a later securitization application. Leave these liabilities with the company and its shareholders, not the rural people who depend on its electric system.

This is a public comment by a member of the public, not a Rule 2.6 party protest or a request for party status. My requested outcome is denial—not a smaller increase, a longer repayment period, or another financing arrangement that still makes customers pay.

1. This is a massive transfer of corporate liability onto a small rural customer base.

PacifiCorp's February 27, 2026 application seeks approximately **$340.5 million** from California customers. Its requested relief covers settlement payments, legal and expert-consultant expenses, and carrying charges recorded in the Wildfire Expense Memorandum Account, or WEMA. The company reports approximately **$637.4 million** after actual insurance recoveries and including legal expenses and deferral interest, but before the additional Slater insurance credit and sixty-percent recovery cap. Section 9 below traces the complete calculation. [14, Table 1] These are the company's figures, not estimates taken from social media. [1]

The scale matters. The Commission's own WEMA decision states that PacifiCorp's California territory comprises less than two percent of its customer base and includes all or parts of Del Norte, Modoc, Shasta, and Siskiyou counties. PacifiCorp itself emphasizes its small California territory and small annual revenue requirement when arguing that recovery would support its financial health. [1, pp. 2–3; 3, p. 3]

That argument cuts the other way for the people expected to pay. A relatively small population of rural households, farmers, and businesses would be asked to carry an enormous corporate obligation. Our communities are not a reserve account for a multistate utility. The fact that this liability is large compared with the company's California revenues does not make it just to impose it on the same small customer base.

We did not manage PacifiCorp's vegetation program, decide how its equipment would be inspected, choose its system-hardening priorities, direct its litigation, or negotiate its settlements. The company controlled those functions. Its shareholders hold the ownership interest. Ratepayers should not be conscripted to absorb the consequences through the price of an essential service.

2. The revised official bill impacts are severe enough without exaggeration.

The original customer notice estimated **$34,459,000**, or **18.8 percent**, in additional annual revenue under an illustrative **fifteen-year recovery-bond structure beginning in 2027**. Its irrigation estimate was $4,114,000, or 19.7 percent; its residential illustration was approximately $39.17 more per month at 850 kilowatt-hours. Those are historical notice figures, not the latest class and bill estimates. [2]

PacifiCorp's October 13, 2026 rate errata supersedes those class and bill estimates. Its revised summary is: [16, pp. 2–3]

Customer class	Revised estimated annual increase	Revised percentage increase
Residential, aggregate	$13,872,000	14.4%
Commercial and industrial	$15,614,000	23.9%
Irrigation	$4,907,000	**23.5%**
Lighting	$72,000	8.8%
Overall	$34,465,000	**18.8%**

The revised residential proposal is a **$46.37 fixed monthly surcharge for non-CARE customers**, with CARE customers exempt, and a **5.392-cent-per-kilowatt-hour surcharge for nonresidential customers**. Cal Advocates' November testimony confirms those figures. It estimates a representative non-CARE residential bill rising from $226.88 to $273.25, approximately **20.4 percent**, while the aggregate residential-class percentage is lower because it includes exempt customers. These are the company's and analyst's examples, not my bill or usage. Final charges depend on the financing proceeding and actual bond terms. [16, pp. 3–4; 27, pp. 1–3]

As a farmer, I object particularly to the revised **23.5 percent irrigation-class revenue increase**. Electricity in agriculture is a production input, not a luxury that can simply be abandoned when a utility wants more money. The separate PA-20 energy-rate component would rise from 19.117 to 24.509 cents per kilowatt-hour, a **28.21 percent increase in that component**; it is not a claim that every irrigation bill rises 28.21 percent. The distinction between an energy component, an entire bill, and a class revenue percentage must remain clear. [27, p. 2]

Another recurring charge comes on top of the bills households and businesses already must meet. Calling it a recovery mechanism does not make it affordable. Spreading collection over fifteen years does not make the underlying transfer fair. The official, updated figures justify serious opposition without inflated percentages or another person's bill.

3. The WEMA is an accounting mechanism, not permission to collect.

Decision **D.25-09-003** is explicit: “This decision does not grant PacifiCorp any rate recovery for wildfire liability-related costs.” Separate Commission authorization is required. The decision repeats that limitation in its conclusion and conclusions of law. [3, pp. 2, 24, 29]

The decision also states that adoption of the customer cost-mitigation measures neither prejudges nor restricts a thorough reasonableness review. It preserves the Commission’s authority over future recovery and securitization. Conclusion of Law 11 confirms that none of those measures prejudges or limits that review. [3, pp. 21–22, 30]

The Commission must honor that distinction now. Recording a liability does not prove that customers owe it. Authorizing an account did not decide whether the conduct surrounding either ignition was reasonable. Adopting an insurance deduction and a recovery cap did not establish an entitlement to the remaining balance.

A ceiling is not a guarantee. PacifiCorp cannot turn the sixty-percent cap into a claim that sixty percent must be paid. The Commission reserved the substantive recovery question for a separate proceeding. This is that proceeding. The answer should be no.

4. Apply the actual statutory test—and keep the burden on PacifiCorp.

Assembly Bill 1054 established the covered-wildfire recovery framework. Public Utilities Code **section 451.1(b)** requires recovery when costs and expenses are just and reasonable, and ties that determination to whether the utility’s conduct related to ignition was consistent with what a reasonable utility would have done in good faith under similar circumstances, using the information available at the relevant time. The statutory standard includes utility-system needs, ratepayer interests, and applicable governmental requirements. [4–5]

I recognize that the statute is not an automatic ban on every wildfire-related expense, and that it does not demand only the single optimum practice. My demand for denial is not based on pretending otherwise. It is based on insisting that this Commission enforce the reasonableness standard instead of treating a settlement, a bookkeeping entry, or investor concerns as a substitute for it.

Section 451.1(c) places the burden on the utility to demonstrate reasonable conduct by a preponderance of the evidence unless the applicable safety-certification provision changes that burden. Importantly, PacifiCorp’s application acknowledges that it had not requested a safety certification and does not invoke the certification-based presumption of prudence. [4; 1, p. 9]

That admission matters. Rural residents do not have to reconstruct the utility’s entire operating history before being entitled to object. The Commission should not shift the utility’s evidentiary burden onto the people who would receive the bills. An approved wildfire mitigation plan is not, by itself, proof that the company implemented it reasonably or acted reasonably in relation to either ignition.

Section 1701.8 likewise makes the just-and-reasonable determination the scope of the catastrophic-wildfire proceeding and addresses exhaustion of insurance and third-party recovery rights, subject to its stated good-cause exceptions. [6] The Commission must scrutinize the statutory prerequisites, the conduct related to each fire, and the costs themselves. Investor predictability does not replace those requirements. I urge the Commission to reject PacifiCorp’s requested showing and deny customer recovery in full.

5. The fire-specific safety issues cannot be brushed aside.

D.25-09-003 states that the Slater Fire was linked to PacifiCorp's electric infrastructure. It also explains that the McKinney Fire remained within Siskiyou County and that its cause was still under investigation at the time of PacifiCorp's April 2025 opening brief. That historical statement is not a present-day finding about the investigation's status. [3, p. 15]

PacifiCorp advances its own explanation of the ignition circumstances and argues that its conduct was reasonable. Those are claims to be tested, not conclusions the Commission should accept merely because they appear in the application. [1, pp. 5–12]

The Safety and Enforcement Division's **proposed Administrative Enforcement Order CPUC-21-AEO** raises concrete issues about PacifiCorp's implementation of its 2020 wildfire mitigation plan. Among other matters, SED alleges deficiencies in covered-conductor installation, targeted pole replacements, weather-station installation, distribution and transmission vegetation inspections and corrective work, and reporting. The proposed order seeks a **$27,284,000 penalty**. [7, pp. 1–4]

These are SED's allegations and proposed enforcement findings. I do not present them as a final Commission adjudication or as proof, by themselves, of the cause of either fire. PacifiCorp requested a hearing in **H.25-07-005**. SED's September 2026 report still describes the order as proposed and identifies the hearing proceeding. [8, p. 14]

The April scoping memo expressly says that McKinney causation is not being determined in H.25-07-005 and declined delay pending that enforcement case. I acknowledge that limitation. Relevant ignition-related conduct must be evaluated in this recovery proceeding, not presumed established by a separate proposed enforcement order. The November Cal Advocates testimony now addresses actual fire-specific forecasts, protection settings, restoration practices, and inspection records. [17, pp. 4–5; 28–31]

The public should not be handed a fifteen-year bill while serious questions about the utility's own preventive conduct are treated as somebody else's problem.

6. Cal Advocates' protest confirms the need for genuine scrutiny—not a negotiated customer bill.

The Public Advocates Office filed a formal protest on March 23, 2026. It emphasized the magnitude of the request, materially distinct ignition issues for the two fires, and litigation relevant to evaluating conduct before McKinney. It requested more time and separate tracks to permit meaningful examination. The protest also said its recommendations would follow further discovery and analysis. I do not misstate that procedural protest as a final Cal Advocates recommendation to deny every dollar. [9, pp. 1–6]

The Commission granted a three-month extension for Cal Advocates' staff capacity, not the requested delay pending enforcement. The new CA-01 through CA-08 testimony is dated November 2, 2026 and must be read as expert advocacy, not adopted Commission findings. [17, pp. 4–7; 24–31]

Those developments reinforce the central point: the Commission must decide a contested reasonableness case, not administer a preapproved reimbursement. The April 15, 2026 corrective ruling provides for rebuttal testimony in December, a December 18 status conference, and evidentiary hearings, if needed, January 4–8, 2027. Those are litigation milestones, not an authorization to collect. [10, pp. 2–4]

My position is not a request merely to postpone the increase. Nor am I asking the Commission to settle on a more politically manageable percentage. I ask it to reject the requested transfer of these costs to ratepayers.

7. Insurance deductions and securitization do not cure the underlying wrong.

PacifiCorp says it applied the full **$95 million** California insurance sublimit for the 2020 policy year even though it received only **$25 million** for Slater, and applied the sixty-percent cap after the additional insurance credit. The $637.4 million is already net of actual insurance, so $340.5 million is not simply sixty percent of $637.4 million. I acknowledge those stated deductions rather than implying that the application seeks every dollar the company reports. [1, p. 13]

But a reduction from a larger corporate claim does not prove that the remaining $340.5 million belongs on customer bills. A discount on a liability that should remain with the company is not a benefit ratepayers are obliged to purchase.

The customer notice's fifteen-year bond scenario is a proposed collection structure, not a bond authorization already issued in this application. PacifiCorp says it intends to seek securitization later if recovery is approved. [1, pp. 1, 13; 2] That sequencing makes denial now essential. Do not approve the underlying recovery and leave residents fighting over repayment details afterward.

Turning liabilities into bond-backed charges would commit future household and farm income to paying for past fires. Financing may change the timing and cost of collection; it does not change who is being made to pay. I oppose both the underlying customer recovery and later securitization of these same costs. I am not asking for a different bond term, a lower financed amount, or substitute charges.

8. Protect the people whose property and livelihoods depend on essential service.

The notice explains that California utilities can owe fire-related property damages even when they operated prudently. That explanation of the utility's liability to injured people is not, by itself, a determination that customers must reimburse it. The separate statutory recovery test still matters. [2; 4]

I do not oppose compensation for people harmed by wildfire. I oppose shifting the utility's liabilities onto other rural residents through electric bills. Customers do not gain control over the utility's maintenance decisions by being ordered to pay for their consequences. Families and farms cannot simply choose a different set of distribution poles and wires when the incumbent utility seeks to transfer its losses.

From a property-rights perspective, forcing people to surrender more of the income from their homes, work, and land to satisfy someone else's wildfire liabilities is a serious injustice. That is my fairness and regulatory-accountability argument, not a claim that a court has already declared this proposed rate increase an unconstitutional taking.

A system in which ownership receives the benefits while captive customers are expected to absorb wildfire liabilities sends the wrong signal about responsibility. Shareholders should bear these costs. Rural communities should not become the utility's financial backstop simply because electricity is indispensable.

9. The complete cost bridge shows what the $340.5 million contains.

Kobliha's PAC/400, Table 1, separates the two fires and shows the following estimated amounts, in millions of dollars. Parentheses denote deductions. I reproduce the company's rounded figures rather than inventing a more precise reconciliation. [14, p. 3]

Category ($ millions)	McKinney	Slater	Total
Private-party settlements	221.5	232.5	454.0
Government settlements	46.3	201.1	247.4
Insurance received	(123.8)	(25.0)	(148.8)
Legal costs	12.7	6.7	19.5
Settlements and legal costs, net of insurance	156.8	415.3	572.1
Deferral interest	17.1	48.2	65.3
Total before cost mitigation	173.9	463.5	637.4
Remaining insurance sublimit deduction	—	(70.0)	(70.0)
Forty-percent reduction implementing sixty-percent cap	(69.6)	(157.4)	(227.0)
Requested recovery after mitigation	**104.4**	**236.1**	**340.5**

The settlement categories total approximately **$701.4 million before insurance offsets**, not $637.4 million. The latter subtotal is after actual insurance recoveries, includes legal costs and deferral interest, and precedes the additional $70 million Slater insurance credit and forty-percent reduction. The component rows contain rounding: the displayed $12.7 million and $6.7 million legal amounts do not sum exactly to the displayed $19.5 million total. Those distinctions should remain visible rather than different stages of the calculation being presented interchangeably. [14, Table 1]

Using the displayed totals, the company subtracts the remaining $70 million Slater sublimit credit from $637.4 million, leaving approximately $567.4 million, and then applies sixty percent. The rounded inputs produce approximately $340.4 million; the company reports $340.5 million. This small rounding difference is not evidence of misconduct. It is a reason to use actual workpapers rather than pretend a rounded public summary is a precise audited ledger. The insurance credit and cap are separate steps. [14, p. 3]

The fire-specific amounts matter: approximately **$236.1 million for Slater** and **$104.4 million for McKinney**. A reasonable-conduct finding for one ignition cannot establish reasonableness for the other. A bundled total cannot conceal a deficiency in either showing. The Commission should explain its disposition of each fire, each expense category, and carrying costs while denying the requested recovery from customers. [14, Table 1; 24, p. 1]

The application also distinguishes final and estimated costs. Kobliha anticipates a limited number of additional McKinney settlements during the proceeding and a comprehensive accounting and final adjustment after remaining claims and costs are resolved. Her comparison of expenses recorded through 2025 is not identical to a request including settlement payments projected through March 2, 2026. The headline amount is an estimated request, not a representation that every component was finally paid and audited on filing day. [14, pp. 3, 6]

10. Carrying charges are a separate claim, not an invisible administrative detail.

The cost bridge includes **$65.3 million in deferral interest before mitigation**: $48.2 million for Slater and $17.1 million for McKinney. The table assumes recovery effective October 1, 2027, calculates interest through September 30, 2027, and uses an estimated **4.42 percent A2/P2 nonfinancial commercial-paper**

rate. The testimony describes monthly calculations using one-twelfth of the ninety-day commercial-paper rate and accumulated balances. That is a particular accounting and forecasting method, not self-proving evidence that customers owe the result. [14, pp. 2–5]

The proposed 2027 commencement is therefore a modeling assumption affecting accumulated charges and later bill impacts. If timing changes, the interest projection can change. A projection through September 2027 is not a stack of historical invoices. Nor should delay necessary to examine a contested application become an argument for approval merely because the balance accrues additional charges. The Commission scoped financing reasonableness as an issue to decide, not an assumption to accept. [14, pp. 3–4; 17, issue 4]

Lloyd Reed's CFBF/KWUA testimony estimates approximately **$39.2 million** as the customer share of deferred interest after the sixty-percent cap. He argues that authority to record interest does not independently establish just-and-reasonable recovery and that PacifiCorp has not demonstrated actual borrowing expenses corresponding to the claimed amount. This is the intervenors' analysis, not a Commission finding already made. It identifies an additional weakness in the request. [32, pp. 28–30]

I support scrutiny of that defect without adopting a remedy that subtracts $39.2 million and approves everything else. My position is full rejection. The authority to enter carrying costs in a memorandum account does not relieve the applicant of the recovery standard reserved by D.25-09-003. A commercial-paper index can describe a calculation without establishing the proper allocation of the underlying wildfire liability to captive customers. [3, pp. 21–22; 14, pp. 2–5]

Kobliha also anticipates continued carrying charges on an outstanding WEMA balance after recovery approval. The Commission must distinguish charges already modeled into the request, additional asserted carrying charges, and the separate financing expense of subsequent bonds. These are different layers. I oppose charging customers for any of them, and I object to a presentation that makes $340.5 million appear to be the entire amount customers would ultimately pay. [14, pp. 3, 6–11]

11. The bond model turns $340.5 million into substantially larger customer collections.

PAC/400's Table 3 compares five-, ten-, and fifteen-year securitization illustrations. These are the company's alternatives, not alternatives I recommend. Their purpose here is to expose the difference between the balance sought for recovery and the total nominal collections from future bills. [14, p. 10]

Company's securitization illustration ($ millions except percentages)	5 years	10 years	15 years
Proposed WEMA costs	340.5	340.5	340.5
Financing cost	46.2	101.8	176.5
Total cost recovery	386.6	442.3	**517.0**
Estimated annual collections	77.3	44.2	34.5
Present value of collections	322.8	312.7	312.9
Rounded annual rate impact	42%	24%	19%

The fifteen-year model used to illustrate bill impacts estimates **$517.0 million total customer collections**, including **$176.5 million financing cost**. That is a model, not an approved issuance or guaranteed interest expense, and nominal collections should not be confused with present value. Nevertheless, the scale belongs alongside the headline $340.5 million because future households and farms would face collections, not just an accounting entry. [14, Table 3; 27, p. 5]

The company compares those totals with traditional-ratemaking collections of $406.5 million, $480.1 million, and $560.8 million over the same periods. Its estimated present-value savings from bonds are $16.6 million, $26.7 million, and $26.5 million. Those are savings relative to another method of charging customers—not relative to denial. Comparing two customer-financing mechanisms cannot establish that customers should bear the liability in the first place. [14, pp. 9–10]

The financial assumptions are dated and specific. Traditional financing uses a **7.34 percent weighted average cost of capital**; estimated bond interest is **4.48 to 5.76 percent**, depending on term. Treasury inputs are drawn from January 13 through February 13, 2026, with assumed premiums and advisor estimates. They are not prices locked in for an actual issuance. A modeled interest advantage is not a merits finding about the conduct that produced the liability. [14, pp. 9–11]

Kobliha separately estimates **$5 million to $7 million** in additional securitization costs, largely legal and underwriting fees, to be sought later. Her table includes a $6 million initial-cost assumption. I therefore do not add the full range again to $517 million; that would risk double counting. The point is complete disclosure, including the proposed financing sequel, rather than manufacturing an inflated total. [14, pp. 2, 10–11]

Reed reports that PacifiCorp described fifteen years in discovery as an illustrative baseline rather than a maximum and contemplated longer market-supported terms. His rounded annual multiplication produces $517.5 million, whereas PAC/400's table reports $517.0 million. I use the company's direct **$517.0 million** table figure. I do not adopt the agricultural intervenors' willingness to consider longer or hybrid financing. Stretching payment into another generation is not my requested solution. [32, pp. 6, 30–35; 14, Table 3]

12. Recovery property protects collections from customers, not customers from the liability.

The contemplated financing uses a wholly owned special-purpose entity issuing recovery bonds. PacifiCorp would transfer recovery property to that entity, while a trustee administers collections for principal, interest, and ongoing financing costs. The company seeks financing-order provisions supporting AAA/Aaa ratings. The proposed financial asset is the protected revenue stream from customers—not simply a claim against unrestricted future shareholder profits. [14, pp. 6–8]

Current section **850** defines recovery property to include the right to fixed recovery charges, adjustments, revenues, and collections; it defines fixed recovery charges as **nonbypassable**. Its financing-cost definition includes numerous potential expenses such as servicing, trustee, legal, accounting, administrative, underwriting, advisory, and rating-agency costs when approved. This structure makes the transfer of risk concrete. It is not merely a neutral label applied to an ordinary bill. [20, §850(b)]

Section **850.1(a)(2), (b), and (g)** addresses collections from existing and future consumers until the bonds and associated costs are paid, together with periodic true-ups. “Fixed” does not mean that every customer’s bill amount is forever unchangeable: true-ups adjust collection to meet repayment requirements. The fifteen-year illustration is not a guarantee of an immutable individual monthly bill under every future sales, collection, and financing condition. [21]

Section **850.1(e)** restricts reduction or impairment of recovery property after bonds issue and provides the state pledge respecting bondholder rights. Subdivision (f) says the bonds are not state or political-subdivision debt or liability. The contrast is plain: repayment is built around the designated recovery stream rather than a pledge of general state tax revenues. Approval would create rights whose later reversal is restricted. That makes the underlying recovery decision especially consequential. [21]

Current law also contains a special route in **section 850(a)(3)** for specified fires ignited in 2025, a large electrical corporation, and Wildfire Fund exhaustion. That exception is not authority to treat Slater’s 2020 and McKinney’s 2022 costs as already approved. The company’s stated sequence in this case remains recovery approval followed by a separate financing-order application. I ask the Commission to reject the foundation for those charges now. [20; 14, p. 6]

Finally, **section 850.1(i)** already prohibits recovery costs for participating CARE and FERA customers. Recognizing that law is not an exemption-based compromise I am proposing. It is necessary to understand the October change in who would pay. I do not ask to repeal protections or shift exempt customers’ shares to farmers or other households. I ask to reject the underlying liability on customer bills. [21; 16, p. 4]

13. The October correction materially redistributes the burden.

The overall eighteen-point-eight-percent figure conceals an important change after the original customer notice. The initial notice listed residential $17.193 million/17.9 percent, commercial and industrial $13.092 million/20.1 percent, irrigation $4.114 million/19.7 percent, and lighting $60,000/7.4 percent. The revised summary in section 2 above increases the proposed nonresidential burdens while removing the bond charge from CARE customers. The original notice should not be presented as the final word on class impacts. [2; 16, pp. 2–4]

The later testimony makes clear why aggregate and individual percentages differ. Cal Advocates describes approximately **11,647 CARE customers** out of approximately **36,578 residential customers**, derived from billing determinants, with the proposed fixed residential charge spread over approximately **24,931 non-CARE customers**. Excluding a substantial residential subgroup from the surcharge means an aggregate fourteen-point-four-percent residential figure does not describe the percentage change for the representative non-CARE household. [27, p. 3]

The errata also contains a numerical difference requiring reconciliation. Its summary reports residential recovery of **$13.872 million**, but PAC/501-E and PAC/502-E show a detailed residential total of **$13,882,042**. The detailed collection after employee discount is **$34,464,973**, compared with a target of **$34,463,929** in PAC/501-E. These small differences do not prove fraud. They do show why the Commission should demand reconciled calculations rather than repeat rounded summaries as an audited accounting. [16, PAC/501-E and PAC/502-E, p. 1]

Billing determinants have different vintages as well. Link reports **45,889 California customers in December 2025**, including 36,339 residential, 7,494 commercial, 108 industrial, 1,831 irrigation, and 117 street-lighting accounts. The pricing exhibits use a forecast twelve months ending December 2023 and

48,100 customers. A different period and forecast basis do not establish deception, but they must be identified before anyone divides costs by a customer count or compares sales totals across exhibits. [11, p. 4; 16, PAC/502-E, p. 1]

Reed's testimony describes the scale using approximately **$183.154 million** in present annual modeled revenue and a $340.5 million balance approximately **186 percent of that annual amount**. That is not a proposed 186-percent annual bill increase. It is a stock-to-annual-revenue comparison showing the unusual concentration of liability. The Commission must keep the arithmetic straight while acknowledging the severity of the request. [32, pp. 5, 9; 16, PAC/502-E]

Reed also challenges the connection between monthly energy use and wildfire-liability cost causation, and questions the explanation accompanying the October reallocation. Those concerns are legitimate topics under the class-allocation issue in the scoping memo. But I do not adopt his alternative allocator. Reallocating the same liability among captive customers would leave the central wrong intact. My answer is denial, not choosing which neighbors should pay more. [32, pp. 35–40; 17, issue 7]

14. Agricultural burdens cannot be understood through a household bill alone.

KWUA's March motion describes irrigation and drainage electricity under Schedule PA-20, including potential expenses for Reclamation facilities, district systems, and individual on-farm pumping. District operating costs can pass through to water users. This is a documented description of affected agricultural operations, not a representation about my own water source, district membership, water rights, or pumping arrangements. [19, pp. 2–3]

Electricity expense at several distinct pumping stages does not mean one should triple the percentage increase on one bill. The concern is additive dollar expense across services whose underlying power costs increase. KWUA's motion says its California water users represent approximately twenty-four percent of annual irrigation load in the company's California territory. That establishes a concrete agricultural interest without establishing that every Siskiyou farmer has the same operation or that KWUA represents me. [19, pp. 2–3]

Reed's November testimony supplies a representative small-irrigation illustration with **twenty-kilowatt annual peak demand** and **4,132 kilowatt-hours average monthly energy use**. Under the errata, he estimates approximately **$223 additional expense in an average month**. His large-irrigation illustration, 300-kilowatt demand and 120,000 kilowatt-hours monthly energy, yields approximately **$6,468 more monthly**. These are his examples, not my bills, and they should never be attached to my identity as personal consumption. [32, pp. 13–15]

Seasonality makes annual averages incomplete. His illustrative small-farm load shape totals **49,584 kilowatt-hours annually**, but includes only fifty-three in January and **11,754 in July**. The resulting illustrative July increase is approximately **$634**, rather than the average-month $223. Reed derives this from the class load shape and the specified twenty-kilowatt peak. It is a meaningful example of concentrated growing-season expense, not a prediction that every farm experiences that amount. [32, pp. 15, 23, Table 9]

Reed explains the related household problem: a farming household may pay its domestic electric bill from income generated by an operation whose irrigation electric expense is also increasing. A household-only affordability calculation can miss that connection. His composite farm metrics extend beyond the

Commission's residential framework and are explicitly illustrative. I rely on the documented economic connection, not on a false assertion that a farm-specific composite test has already been adopted by the Commission. [32, pp. 22–26]

Those examples sharpen my opposition without changing my requested remedy. Reed discusses longer terms, hybrid financing, and a different allocation method if recovery is permitted. Those are his clients' positions. I do not bargain for any of them. Moving charges from irrigation to residential service, or from present farmers to future households, would still force people who do not control the utility's system to finance these liabilities. [32, pp. 30–41]

15. Affordability requires substantive evaluation, not a spreadsheet filed and forgotten.

Ridenour acknowledges that the proposed revenue increase exceeds the one-percent threshold for affordability metrics under D.22-08-023. The original PAC/503 presents essential-use bills, affordability ratios at the twentieth and fiftieth income percentiles, and hours at minimum wage, with present-year assumptions for 2026 and proposed-year assumptions for 2027. Those are modeled screening measures with defined inputs, not a survey of every household's finances. [15, pp. 4–5, PAC/503]

The updated numbers are material. Reed reproduces revised standard-residential **AR20 increasing from 15.05 to 18.04 in Del Norte**, and **13.80 to 16.95 in all other service territory**. Associated hours-at-minimum-wage figures rise from **12.14 to 14.88**, and **10.70 to 13.45**, respectively. I attribute these updated figures to his presentation of the company's errata metrics rather than silently carrying forward the older affordability exhibit. [32, pp. 19–21, Table 7]

Reed explains that the affordability ratio uses household income remaining after housing and other essential-utility expenses, not simply gross income. He distinguishes the **AR20 fifteen-percent Area of Affordability Concern indicator** from an automatic legal pass/fail rule. That distinction matters. Crossing an indicator calls for serious scrutiny; it does not create a statutory denial threshold that I can invent by assertion. The evidence supports scrutiny and rejection on the actual recovery record. [32, pp. 16–21]

The same testimony identifies PacifiCorp's discovery statement that it had no Areas of Affordability Concern while pointing to above-indicator calculations. The Commission should reconcile the statement with the metrics' geographic and demographic coverage rather than merely repeat either participant's conclusion. Standard and CARE households face different revised charges, making the represented population particularly important. [32, pp. 20–21]

The original PAC/503 includes a proposed $29.38 CARE increase, while the October correction expressly removes the securitization charge from CARE participants. Older CARE figures therefore cannot be treated as descriptions of the revised proposal. Existing protection for one group does not demonstrate that remaining households, businesses, and agricultural customers can afford the reallocated expense. [15, PAC/503; 16, p. 4; 21, §850.1(i)]

The April scoping memo observed that environmental and social justice issues had not been raised "at this time." That procedural observation is not a finding that this requested recovery has no affordability consequences. The earlier WEMA-creation decision likewise concerned account establishment, not approval of the bill impacts now proposed. The rate, seasonal-load, and affordability evidence must be addressed in this case rather than dismissed through language from a different procedural stage. [17, p. 2; 3, pp. 21–24]

16. Slater's origin evidence is not a blank check for rate recovery.

The USFS Slater report provided as PAC/202 identifies downed power lines as the cause. It describes a White Fir falling into the twelve-kilovolt distribution line near Slater Butte, a west conductor on the ground, newly formed fulgurite, burn indicators, and probable multiple ignition points partly consumed by the fire. The report also records outwardly healthy foliage and specialists' views that the tree would not have been classified as a hazard from its outward appearance. Both sides of that record belong in an honest evaluation. [22, pp. 1, 3–4, 7]

PacifiCorp specifically says an arborist audited vegetation work September 3, five days before the fire, and recalled that the subject tree appeared healthy. Its retained arborists found internal root disease and shoestring rot but no exterior indications. Its expert considered failure to identify the tree for remediation reasonable. Those are defenses for the Commission to test; hiding them would make this comment less credible, not stronger. [12, pp. 31–32]

The sources nevertheless contain details to reconcile. PAC/202 reconstructs approximately **95.5 feet of tree height**, while the application and policy testimony describe a **135-foot-plus** tree. Portions of the utility narrative call it a pine, while the report identifies White Fir. Those differences alone prove neither negligent inspection nor a false statement. They require a clear identification of the tree, measurement basis, position, and applicable assessment criteria before broad conclusions about inspection reasonableness are accepted. [22, pp. 3–4; 1, p. 5; 12, pp. 29–32]

The underlying report also records earlier power-loss indications, a reported discovery time, and uncertainty about the precise tree-contact time and subsequent energization. An approximate 6:43 a.m. reference used in testimony is not a stopwatch resolving every event. The Commission should distinguish ignition time, discovery time, notice to the utility, local fuse operations, and broader circuit operation. Their relationship is a factual question, not something settled by choosing one convenient timestamp. [22, pp. 2–4; 29, pp. 1–2, 15–18]

The report describes conductor splices and older remnants and notes that maintenance records, line data, and hazard-reduction records had not been obtained at that stage. A cause investigation with those limitations is not a comprehensive audit of utility maintenance reasonableness. Conversely, splices alone do not prove a standards violation or establish that a splice caused this fire. Physical observations must be connected to actual inspection and maintenance evidence. [22, p. 5; 29, pp. 23–24]

Laird reports that SED's July 21, 2021 Slater investigation did not identify General Order violations "based on SED's investigation thus far." That qualified statement is relevant evidence, but it is not a recovery order, a finding on every operating decision, or a reversal of the ordinary section 451.1(c) burden. It cannot be converted into a certificate that customers owe the proposed $236.1 million Slater share. [12, p. 30; 4; 24, p. 1]

17. Slater's weather record raises questions based on information available before the fire.

Cal Advocates' CA-05, by Mahpara Habib, examines forecasts and observations available to PacifiCorp before Slater, not merely conditions reconstructed afterward. It identifies National Weather Service warnings beginning September 4 and escalation to a Red Flag Warning before September 8 covering the Happy Camp proactive de-energization zone. The testimony therefore addresses the statutory question of information available at the relevant time. [28, pp. 1–5]

Habib compares Western Weather Group forecasts with the company's Watch Level 2 criteria: gusts of **31 plus or minus five miles per hour** against a thirty-one-mile-per-hour threshold; **maximum daily Fosberg Fire Weather Index of 33** against thirty; and a **Keetch-Byram Drought Index of 789** against 622.2. She argues that this information required escalation and consideration of shutoff. The maximum daily index and measured six-hour average are not identical statistics, and that qualification must remain part of the comparison. [28, pp. 5–8, Table 1]

That analysis conflicts with Laird's testimony that PSPS thresholds were not forecast to be met in Happy Camp or the other California zones. The Commission needs to identify the forecast version, geographic coverage, index definition, uncertainty range, and actual decision record resolving the conflict. It should not choose the company's conclusion simply because it appears in the original application. An unreconciled conflict about pre-fire forecasts goes directly to the claimed showing of reasonable conduct. [12, pp. 26–27; 28, pp. 5–10]

Habib reports near-ignition gusts of **54 miles per hour at Slater Butte's ATRC1 station** and **32.17 miles per hour at PC008**, with respective relative humidity of twenty and fourteen percent. Her table also gives PC008's actual six-hour FFWI as **28.1**, below thirty, and a separate ATRC1 hourly calculation of **82.4**. I do not claim every station exceeded every threshold simultaneously. The legitimate issue is the combined evidence and operational response, not a simplified trigger manufactured by conflating different measurements. [28, pp. 10–14]

Indeed, the WMP language reproduced in CA-05 says realization of Watch Level 2 conditions does **not necessarily mean a PSPS is warranted**. It directs consideration of field input, recent fire activity, emergency-management information, and other available facts. Habib also reports PacifiCorp's statement that its Portland EOC was activated. My objection is not a false assertion that no EOC existed or that one crossed number mechanically required shutoff. It is that the documented decision must be shown reasonable in light of the complete information. [28, pp. 9–10]

Fuel information adds another distinct issue. Habib says the company did not conduct local fuel-moisture sampling before Slater, while nearby stations provided ten-hour dead-fuel moisture data below ten percent the previous day. Absence of one sampling program alone does not prove causation. The question is whether PacifiCorp used available indicators and obtained sufficient situational awareness when forecasts and observed conditions showed increasing danger. [28, pp. 15–16]

CA-05 compares PG&E's September 7–10 regional PSPS and PacifiCorp's own Weed PSPS on September 13. Different locations and utilities do not necessarily require identical decisions; a later event cannot retroactively impose a hindsight standard. Nevertheless, these examples show that shutoff was an existing operational option under contemporaneous practices, not a concept invented only after Slater. The Commission should compare actual criteria and information rather than dismiss the subject as hindsight. [28, pp. 17–21]

18. Slater's protection and response evidence demands more than "the tree looked healthy."

Pushpak Bahatkar's CA-06 analyzes utility data responses, relay information, SCADA records, and outage history. It identifies a planned **seventy-six-day outage of the 5G16 relay**, from August 5 to October 20, 2020, with substation protection supplied by breaker 5G14. Setting orders titled "Update firmware. Add

fire logic" have different handwritten dates, and the witness says effective settings dates were not fully established. This is not proof that the circuit had no protection. It is a specific configuration and documentation issue requiring explanation. [29, pp. 6–7]

The testimony also reports that the relevant reclosers lacked SCADA visibility and that no continuous historical current or voltage record was supplied for the morning. Those limitations matter when deciding which operators knew of an equipment condition and when. Particular event records can establish a trip without proving every electrical condition between recorded events. The Commission should require conclusions proportionate to the actual records. [29, pp. 3–5]

CA-06's main sequence is approximately 6:43 a.m. as the ignition reference, 7:04 a.m. notice from CAL FIRE, local fuse operations, and automatic trips at approximately 9:42 a.m. Bahatkar concludes that the broader circuit remained energized about three hours after the stated ignition reference and that records show no proactive evaluation of opening the source breaker. **He does not establish that the original downed conductor remained energized throughout those three hours.** Its duration of energization is expressly unresolved. [29, pp. 15–18]

He also identifies twelve overvoltage-alarm activations, missing continuous historian data, and a relay-clock offset of approximately one minute thirty-two seconds. I am not diagnosing those alarms or declaring that they caused the fire. Their relevance is the need for explained equipment records, corrected clocks, and documented operator decisions before a general assertion of proper response can be accepted. A later automatic trip does not independently prove a reasonable earlier decision. [29, pp. 4–5, 18]

The historical evidence is concrete: **forty-two wire-down outage records on 5G16 and two on neighboring 5G14** in the reviewed ten-year period. CA-06 identifies twenty 5G16 wire-down events reported in the company's 2020 WMP data for 2016–2019. Those are outage records, not forty-four proven wildfire ignitions. They concern advance notice of recurring conductor-down risk in a Tier 2 high-fire-threat district and the reasonableness of decisions made with that knowledge. [29, pp. 19–24]

The same testimony identifies no nonprivileged Slater after-action report despite the emergency-response plan's provisions and reports prepared for later PSPS events. I do not demand disclosure of attorney-client communications merely because the company claims privilege. But a privileged investigation cannot, without more, substitute for a verifiable operational response and learning record. The question is whether the evidence available to the Commission establishes the prudence claim it is asked to approve. [29, pp. 25–28]

Bahatkar acknowledges that shutting down a circuit during evacuation has public-safety consequences, including communications, pumping, and medical needs. That concession reinforces the need for a documented decision; it does not make every decision to remain energized automatically unreasonable. The applicant must explain the balance it actually struck. Customers should not finance an unresolved showing simply because the competing risks were serious. [29, p. 19; 4, §451.1(c)]

19. McKinney's underlying investigation and company defenses must be distinguished.

The USFS McKinney report supplied as PAC/204 identifies power lines as the **probable cause**, based on a tree-contact hypothesis and exclusion of other cause categories. It describes an origin area approximately one hundred feet long and twenty feet wide, a bowed Ponderosa Pine, isolated conductor charring, and

physical evidence used to reconstruct the sequence. It allows further testing if new information appears. That is substantially more specific than saying investigators found nothing, but it is not a court judgment of utility negligence. [23, pp. 19–23]

The report's arborist describes approximately **56 feet 4.5 inches of tree length**, **5.5-inch diameter at breast height**, age about forty years, and **fair to poor health with poor structure**, including slenderness for its height. PacifiCorp instead emphasizes the absence of outward decay or damage and its retained arborist's view that the tree would not have been selected for removal. Those descriptions overlap without answering identical questions. Structure and stability require examination alongside visible disease. [23, pp. 19, 22; 12, p. 52]

I do not assume every post-fire measurement was apparent to an inspector beforehand. Nor does absence of visible rot automatically establish that a slender or unstable tree was reasonably assessed. CA-07 identifies contemporaneous company high-risk-tree criteria including deformed or unstable trees likely to contact electrical facilities. The company's own criteria offer a concrete standard to examine without inventing a new retrospective duty. [30, pp. 23–25]

PacifiCorp disputes the mechanics and timing of contact. It describes a later expert inspection without visible embedded vegetation or resin in a conductor section, and progressive tree movement after firefighters arrived. Those defenses must be weighed against USFS descriptions of bark, isolated charring, burn indicators, witness accounts, and exclusions of other cause categories. A forensic dispute is not resolved by rhetoric; equally, disputed causation cannot be converted into an automatic finding of recoverable prudence. [12, pp. 50–52; 23, pp. 19–23]

The company places a fault on 5G40 the preceding evening, followed by restoration around 4:55 a.m. July 29 and approximately ninety minutes of crew presence. The cause was not determined then; lightning was later suspected for that earlier outage. This is not a finding that lightning caused the wildfire. The USFS wildfire analysis excludes lightning as the ignition source. Earlier outage and later fire are separate events whose causes must not be casually conflated. [12, pp. 52–53; 23, p. 20; 30, pp. 3–5, 17]

PacifiCorp says its system gave no fire indication and that personnel manually opened fuses between approximately 3:25 and 3:30 p.m., after arriving around 3:20 p.m. Its approximate 1:30 p.m. ignition estimate, later notice, arrival, and manual isolation are different timestamps. The five-to-ten-minute period after arrival does not describe the entire period since the estimated fire start. [12, pp. 49, 53]

20. McKinney's restoration record contains event-specific gaps.

Charles Madison and Talal Harahsheh's CA-07 expressly does not determine the fire's ignition cause. It examines whether evidence verifies the reported restoration and inspection controls. Missing documentation is not automatic proof that a task never occurred. But a recovery applicant must demonstrate reasonable conduct rather than require ratepayers to assume every undocumented control was satisfied. That distinction is central to a fair burden-of-proof analysis. [30, pp. 1–2, 12–13]

The testimony identifies PCC-200 as the produced procedure, PAC1000 as the fire-season policy, and an unresolved SOP-200-D cross-reference. PAC1000's cover retained "Final Draft for Approval," although the company says approval, effectiveness, and communication preceded the July events. The appropriate question is which requirements controlled and what evidence verifies them—not whether a cover label alone proves a safety violation. [30, pp. 5–7]

Importantly, PCC-200 did **not** require determination of the fault cause before every restoration. It permitted restoration after the alternative of completed patrol and confirmation that the line was clear. The legitimate inquiry is whether the applicant proves patrol scope, line-clear communication, supervisor notification, applicable risk conditions, and the prescribed restoration sequence for this actual event. Claiming an absolute prohibition would misstate the procedure and weaken the objection. [30, pp. 7–12]

GPS evidence supports a reported vehicle patrol, not every asserted observation. CA-07 describes sampled positions and the company's use of LED lighting, spotlights, flashlights, and binoculars. It also reports no on-foot inspection near the alleged origin and acknowledges that interval data cannot establish exact arrival and departure at every pole. Nearby presence is relevant evidence; it is not complete proof of every span examined and every tree assessed. [30, pp. 13–16]

Risk categorization is another specific gap. The company identifies an Orange, or Significant Wildfire Risk, forecast for Yreka, while CA-07 says production lacked a separate time-stamped designation establishing what controlled the outage and restoration decisions. Orange and Red policies carry different patrol and approval provisions. A claimed approval needs an identified approver, time, coverage, and contemporaneous support, not simply retrospective reassurance. [30, pp. 9–13]

Vegetation records likewise establish work without fully identifying the subject pine. The testimony describes nearby work and a separate beetle-killed pine removed in January 2022, which PacifiCorp says was not the subject tree. It explains that no-work locations do not necessarily generate work records. Thus, absence of a tag proves neither that the subject tree was ignored nor that it was competently assessed. The ambiguity cannot operate only in favor of the party carrying the burden. [30, pp. 20–26, 28]

CA-07 identifies eleven 2020 audit entries without accessible completion information, inconsistent exception definitions, historical due dates that could not reliably be reconstructed, and no separate QA/QC of safety or patrol inspections during 2017–2022. Later verification occurred after the fire. These are limits on proving timely pre-fire compliance, not a basis to call the eleven entries eleven proven uncorrected hazards. The Commission must decide what is established and what remains unproven. [30, pp. 18–22, 27–29]

21. McKinney's relay-setting dispute concerns actual equipment decisions.

Herman Eng's CA-08 identifies a September 16, 2021 change to recloser 469's ground-overcurrent setting from **eighty to 110 amperes**, while the phase setting remained 110 amperes. That is a **37.5 percent increase in the ground-current pickup threshold**. The issue is protection sensitivity and coordination, not simply whether equipment carried a "Fire Mode" label. [31, pp. 1, 5–7, Table 1]

Eng contends the higher threshold prevented operation and that retaining the lower setting would have isolated the fault and prevented the fire. Those are his engineering opinions, not adopted CPUC findings. He also infers from nonoperation that the fire-day current likely failed to reach protective thresholds. I do not transform an inference into a measured July 29 current trace, or claim a particular fuse response from an unmeasured waveform. The Commission should test the opinion and require the underlying coordination explanation. [31, pp. 1–2, 5–7]

CA-08 identifies the ABB relay's **156-ampere phase setting** and **120-ampere ground setting**, and separates the preceding evening's recorded fault values from fire-day nonoperation. Operation during one event does not establish that the configuration would detect every ignition-capable contact during another. The question is whether the actual settings and coordination were reasonable for the known risks, supported by engineering evidence rather than a conclusory description of enhanced protection. [31, pp. 5–6]

Eng also identifies a chronological problem: a setting guide published February 27, 2025 was cited to explain a 2021 change. A later document might describe an earlier practice, but the applicant must demonstrate that historical connection through the contemporaneous revision, calculation, or approval. The publication discrepancy alone is not proof of deliberate deception; it is a concrete gap in the explanation offered for the earlier operational decision. [31, pp. 6–7]

These issues concern 5G40's actual equipment and records. They do not depend on pretending that H.25-07-005 adjudicates McKinney causation. This recovery proceeding can and should examine the event-specific protection evidence under its own scoped questions and section 451.1 burden. [17, pp. 2–5; 31]

22. WMP implementation is different from WMP approval.

Aaron Louie's CA-03 examines the 2020–2022 period and identifies conditional-approval concerns, missed targets, tracking weaknesses, and independent-evaluator findings. PacifiCorp disputes substantial noncompliance and points to pandemic supply-chain constraints and evolving programs. Both positions must be evaluated. Approval of a written plan is not a finding that every promised activity was actually and reasonably implemented before either fire. [26, pp. 1–7; 12, pp. 13–14]

The proposed AEO alleges **1.4 covered-conductor line-miles against a thirty-eight-mile target**, **twenty-nine pole replacements against 189**, and **two weather stations against ten**. Louie's later testimony says those two stations were installed in January 2021, leaving none installed during 2020. The original proposed order and later testimony must remain distinctly attributed; neither is silently converted into a final Commission finding by repetition in this comment. [7, pp. 3–4; 26, pp. 4, 7]

CA-03 reports that a 2020 vegetation QA/QC target of **1,107 audit miles** was later revised to zero in resubmitted data, with zero completion reported. For 2021 it identifies a **1,717-mile target** and **1,383 miles reported complete**, alongside a separate independent-evaluator figure of 1,385 miles. Keeping the small difference attributed is more accurate than manufacturing false precision. The substantive question is whether the company can verify the inspection-control performance it relies upon. [26, pp. 6–8]

Its evaluator discussion also requires proper denominators: forty-one percent noncompliance among fifty-six sampled pole-clearing locations in 2020; twenty-eight percent among twenty-five in 2021; and seventy-four percent in the 2022 review, with thirty-seven inspected and two excluded, leaving twenty-six noncompliant among thirty-five evaluated locations. These are sample findings, not percentages of all poles or proof that a subject tree was among the sampled defects. [26, pp. 8–9]

Benjamin Tang's CA-02 provides known-risk context. Its mapping analysis places approximately **63.12 percent** of the California service territory in high-fire-threat areas—61.99 percent Tier 2 and 1.13 percent Tier 3—and the relevant circuits and California burn areas in Tier 2. Historical fire activity near the origin areas supports notice of risk, not a conclusion that every previous fire had the same cause or every subsequent ignition was preventable. [25, pp. 3–11]

The legal significance is that known local conditions belong in the reasonable-utility analysis. Section 451.1(b) allows consideration of factors beyond utility control, but weather can both aggravate damage and require greater care in operating energized equipment. Calling it external does not answer whether inspections, settings, situational awareness, and restoration decisions were reasonable in the conditions known at the time. [4, §451.1(b); 25; 28–31]

23. Neither the proposed penalty nor its separate hearing decides this application automatically.

CPUC-21-AEO proposes a **$27,284,000** penalty payable to the General Fund and expressly bars passing the penalty to ratepayers. I do not add that penalty to the $340.5 million request or imply that it is part of these claimed settlement costs. It is a separate proposed enforcement consequence with its own hearing and final-adoption requirements. [7, pp. 1–10]

PacifiCorp's March reply argues that the AEO does not allege its 2020 WMP deficiencies caused either ignition and that McKinney causation was excluded from H.25-07-005 except for a limited reporting issue. The April scoping memo refused delay pending that proceeding and states that the McKinney investigation was not at issue there. I acknowledge that ruling rather than use the enforcement docket as a substitute for a fire-specific merits showing. [18, pp. 2–5; 17, pp. 4–5]

The SED September report describes a proposed order and hearing; that description does not prove no later disposition exists. This comment does not assert an unverified later outcome. Likewise, a Cal Advocates witness's discussion of proposed findings is advocacy, not a final adjudication silently supplied by a witness. Maintaining these distinctions leaves the legitimate recovery objections intact while avoiding an unnecessary factual overstatement. [8, p. 14; 26]

24. Settlement management does not establish that ratepayers owe the settlements.

Scarsella identifies **twenty-five Slater complaints involving approximately eight hundred plaintiffs** and **thirty-five McKinney complaints involving more than 1,230 plaintiffs**, plus pre-litigation claimants. Her discussion covers individual, public-entity, and subrogation claims and multiple pleaded legal theories. Those are descriptions of asserted claims, not a statement that every allegation was adjudicated true. [13, pp. 3, 8]

She describes interviews with six national law firms, selection of Hueston Hennigan, a blended-rate arrangement, and asserted efficiencies from common counsel. Actual fee and some settlement details are redacted from the public testimony. I do not guess redacted rates or say outside counsel was inherently improper. I ask whether the evidence available to the Commission establishes reasonable expenses, allocation, and claimed efficiencies rather than simply citing the number of lawsuits as a substitute for a cost audit. [13, pp. 3–4, 12–13]

Slater's individual protocol became available August 9, 2023, with approximately sixteen mediations; McKinney's subrogation settlement followed July 9, 2024 mediation, and its individual protocol became available August 20, 2024, with approximately twenty mediations and other global resolutions. The described protocols included supporting demands, expert evaluation, mediator involvement, and dismissal of punitive-damages claims with prejudice. Those are specific claimed cost-control measures, but they concern settlement management rather than the original prudence of ignition-related conduct. [13, pp. 5–7, 10–13]

Scarsella reports approximately **$945.4 million Slater demands**, including a **$356.2 million USFS claim**, and approximately **$433.6 million Slater settlements**. McKinney demands exceeded $1 billion, with approximately **$267.8 million settlements**. She identifies **$6.7 million Slater expert and consultant expense** and **$12.7 million for McKinney**. I do not add these amounts again to PAC/400's cost bridge, which would risk counting the same expenses twice. [13, pp. 5–8, 10–14; 14, Table 1]

Her federal-settlement discussion identifies Slater's **$201.1 million** resolution and McKinney's **$46.3 million** resolution of an approximately $90 million suppression claim, with February 20, 2026 settlement dates. A discount from a demand informs negotiation outcomes. It is not independent proof that the remaining sum is owed by electric customers. A plaintiff's demand, a corporate settlement, and an authorized tariff obligation are three different things. [13, pp. 13–14]

The scoping memo preserves precisely that distinction: ignition-related conduct, settlement actions, legal costs, and financing are separate issues. A finding favorable to the company on settlement efficiency does not eliminate the separate inquiry into conduct and recovery entitlement. Victim compensation and shareholder responsibility can coexist; opposing customer reimbursement is not opposition to compensating injured people. [17, pp. 2–3; 4]

25. Financial-health arguments cannot become a shareholder-loss guarantee.

Link argues that timely recovery supports liquidity, credit metrics, and capital access. His February testimony describes rating downgrades, suspended dividends to Berkshire Hathaway Energy, and a **$1.9 billion Washington asset/service-area sale agreement announced February 17, 2026**. Those are the company's contemporaneous narrative, not a representation of the transaction's final status or its ratings today. [11, pp. 16–19]

The same testimony discusses large Oregon litigation demands, including the James case. Those demands explain asserted financial strain; they are not adjudicated California WEMA expenses in this application. I do not import them into the $340.5 million total or infer that a multistate company's broader liabilities create a California ratepayer obligation. [11, pp. 17–18]

Different revenue measures must also remain separate. Appendix B reports **$134,795,248 operating revenue**, **$125,942,570 operating expenses**, **$8,852,678 revenue for return**, **$491,959,246 rate base**, and **1.80 percent return on rate base** for the twelve months ended December 31, 2024. The pricing model's approximately $183.154 million present revenue uses different tariff-modeling determinants. Neither is an interchangeable measure of cash available for this recovery, and a low historical return does not establish reasonable ignition-related conduct. [33; 16, PAC/502-E]

Section 451.1 requires recovery of costs found just and reasonable under its actual framework. It does not say that the magnitude of corporate loss, a desired investor signal, or a preferred credit metric independently proves that showing. The Commission's task is applying the law, not making rural households a guarantee against the consequences of utility-system risks controlled by the company. [1, pp. 2–3; 4; 11, pp. 16–19]

26. The WEMA's limits remain limits, even before the merits are reached.

D.25-09-003 makes the account effective June 21, 2023 and distinguishes two subaccounts. Incremental insurance-premium tracking can continue indefinitely; the liability-and-legal-expense account covers costs incurred from that date for fires igniting in the defined June 2020–June 2026 window. This application concerns the latter subaccount for two named fires—not blanket approval of every premium, future event, or expense entered in a company ledger. [3, pp. 2, 10–12, 30; 14, p. 2]

The decision selected **California damage-location allocation**, rather than all consequences of a fire merely because it started in California. Its analysis excludes Oregon-footprint Slater claims and other Oregon Labor Day fire claims from this California account. Obeying that adopted bookkeeping boundary is necessary, but it still does not establish permission to collect the California balance from customers. [3, pp. 14–19, 22, 31]

The decision also requires incremental costs, separation by wildfire and cost type, insurance and third-party credits, and notice for additional events or cost types. Those conditions require source documentation of attribution, damage location, payment date, and offsets. A ledger total does not by itself demonstrate that every entry satisfies every condition. [3, pp. 29–31]

Kobliha says settlements were tracked by fire and plaintiff group, legal invoices by fire, and previous general rate cases did not include these settlements or legal expenses. She describes historical base periods and general injuries-and-damages allowances in FERC Account 925. I do not allege an established double recovery. I ask that nonduplication be verified against actual invoices, allocations, credits, and prior allowances rather than accepted solely as an unsupported conclusion. [14, pp. 4–6]

Current **section 1701.8(b)(1)(A)** addresses payment or binding commitments for all, or on good cause substantially all, claims and exhaustion of insurance and third-party recovery rights with the statutory exception. Filing eligibility is not a finding that the estimated amount is reasonable. The company's anticipated final adjustments make accurate application of those prerequisites important, not optional. [6; 11, p. 15; 14, p. 3]

I also do not claim every expense associated with a fire preceding account establishment is automatically barred retroactive ratemaking. The WEMA decision permitted tracking without deciding recovery. The stronger and accurate objection is the reservation the Commission actually adopted: recording costs did not prejudge a thorough reasonableness decision, and the requested recovery should now be denied. [3, pp. 9–10, 21–24]

27. Apply current law to each scoped question, not an abbreviated reimbursement theory.

AB 1054 supplies the framework's history, but current codified language controls. Section 1701.8 was amended effective July 13, 2026 through SB 168. Its covered-wildfire definition includes specified agency or court causation determinations and the alternative involving asserted utility causation and court-approved dismissal following settlement. A statement that a fire occurred after July 12, 2019 is not the entire current definition. The applicant invokes covered-wildfire treatment; that invocation does not bypass the operative elements. [4–6]

Section 451.1(b) examines good-faith reasonable conduct under similar circumstances using information available at the relevant time. It recognizes a spectrum of reasonable practices rather than demanding the single optimum method in hindsight. The November testimony identifies forecasts, existing policies,

historical outages, known high-fire-threat geography, and dated protection decisions. Those are contemporaneous subjects squarely suitable for that analysis, not simply retrospective demands that every fire must have been prevented. [4; 25; 28–31]

The ordinary preponderance burden under section 451.1(c) remains important because the application and scoping memo acknowledge the absence of a safety-certification presumption here. The statutory "serious doubt" pathway concerns rebutting the certification-based presumption. It should not become an extra preliminary obstacle imposed on ratepayers where PacifiCorp has disclaimed that presumption. The Commission must evaluate the showing actually required in this application. [4; 1, p. 9; 17, p. 1 n. 1]

The seven scoped subjects are ignition-related conduct, settlement reasonableness, legal costs, financing costs, compliance with WEMA conditions, recovery in full or part considering relevant exacerbating factors, and allocation among classes. Favorable evidence on one does not decide the others. The final decision should explain each determination rather than treat efficient settlements, a cap, or favorable bond pricing as a shortcut past ignition-related prudence. My requested outcome under that review remains denial in full, not an intermediate customer percentage. [17, pp. 2–3]

The scoping memo's issue-five reference to "D.25-03-009" appears inconsistent with the actual WEMA authorization, D.25-09-003. Its identity should be kept correct. Likewise, the underlying scoping document is dated April 14, while the April 15 correction describes it as issued April 13. Those editorial discrepancies do not change my substantive position; I identify the actual documents and official links rather than repeat apparent errors as new legal authorities. [17; 3; 10]

28. Public participation cannot be replaced by negotiations over how much customers must surrender.

The corrected schedule provides intervenor testimony November 2, 2026, rebuttal December 7, joint case-management statement December 14, status conference December 18, and evidentiary hearings, if needed, January 4–8, 2027. Opening briefs are scheduled February 5, or January 22 if no hearings. A proposed decision is contemplated within ninety days after submission. I do not assert the apparent erroneous year in the reply-brief row as a reliable date, nor assume these milestones cannot be changed by later rulings. [10, pp. 2–4]

The Commission granted three additional months for Cal Advocates' capacity to represent residential and small-business interests, while refusing the requested delay tied to the enforcement case. It did not adopt the March protest's proposed six-month, separate-track approach. The case-management process calls for stipulated facts, disputed material facts, hearing positions, and settlement status. Procedural efficiency should identify genuine issues, not presume that an application of this magnitude deserves approval after the participants negotiate allocation. [17, pp. 3–7]

The new CA-01 through CA-08 and CFBF/KWUA testimony is dated November 2 and appears in the CPUC supporting-document index with November 3 publication dates. Availability in that index does not mean every opinion is admitted or adopted. I cite it as current party analysis to be examined. Similarly, Cal Advocates' earlier procedural protest is not a final merits recommendation, and Reed's fallback proposals do not represent my consent to any customer charge. [9; 24–32]

The scoping memo permits responses to public comments. This submission does not claim party status, offer sworn engineering testimony, or request an ex parte decision outside the established process. It asks for an open, reasoned decision on the record and a clear result: **do not turn these wildfire liabilities into a**

compulsory claim on the income of California households, farms, and rural businesses. The evidence above explains why recording, settling, capping, and financing a liability are each different from proving a lawful entitlement to collect it from customers. [17, pp. 7–9; 3; 4]

Requested action

I ask the Commission to:

1. **Deny Application A.26-02-021 in full** and refuse ratepayer recovery of the approximately $340.5 million sought for the Slater and McKinney fires, including the associated legal, expert-consultant, and carrying costs.
2. **Do not authorize securitization of these costs**, either here or through the later financing application PacifiCorp proposes. Do not create a recovery approval now that becomes the basis for future customer-backed charges.
3. **Leave these liabilities with PacifiCorp and its shareholders**, not California households, farms, irrigation customers, and rural businesses.

This is not a request to soften the increase. It is a demand to reject the cost shift. Protect the ratepayers. Deny the application.

Respectfully submitted,

David Collenberg
Fifth-generation Siskiyou County farmer
8909 Oro Fino Rd
Fort Jones, California 96032
collenberg2026@gmail.com

Authorities and official sources

Page citations refer to printed testimony or report pages, including the identified exhibit page where specified, not necessarily PDF viewer page numbers. Fire-event clock times are reported as local Pacific time in the source accounts. Later expert testimony is attributed as testimony, not adopted Commission findings.

[1] PacifiCorp, Application A.26-02-021 (February 27, 2026), pp. 1–5, 9–14. CPUC filed application; utility-hosted application copy reviewed.

[2] Pacific Power, Notice of Rate Increase Request, A.26-02-021, p. 1, hosted by the CPUC Public Advisor's Office. Official customer notice. The filename contains "a2601021"; the notice itself identifies A.26-02-021.

[3] CPUC Decision D.25-09-003, adopted September 18, 2025; issued September 26, 2025, pp. 2–3, 15, 19–24, 29–30. Final adopted decision.

[4] California Public Utilities Code §451.1, especially subdivisions (b), (c), and (e). Current official statutory text.

[5] AB 1054, Statutes of 2019, chapter 79, especially §§1–2, 6, and 15. Official enacted bill. Current codified language controls where subsequently amended.

[6] California Public Utilities Code §1701.8, especially subdivisions (a)(1), (b)(1)(A), and (b)(4)(A). Current official text, reflecting the July 13, 2026 amendment.

[7] CPUC Safety and Enforcement Division, Proposed Administrative Enforcement Order CPUC-21-AEO, issued June 3, 2025, pp. 1–4, particularly proposed findings 10.2–10.8. Proposed order and supporting report.

[8] CPUC SED, September 2026 Monthly Performance Report, p. 14, "WSEB Wildfire and PSPS Enforcement Actions to Date." Official report.

[9] Public Advocates Office, Protest in A.26-02-021 (March 23, 2026), pp. 1–6. Filed protest.

[10] ALJ Trevor Pratt, Email Ruling Correcting Editorial Errors for Scoping Memo and Ruling (April 15, 2026), pp. 2–4. Official ruling. Cited for its adopted milestones, not as a guarantee against later schedule changes.

[11] Rick T. Link, PAC/100, Direct Testimony (February 2026), especially pp. 3–4, 14–19. Official source.

[12] Carrie Laird, PAC/200, Direct Testimony (February 2026), especially pp. 13–14, 24–32, 49–53. Official source.

[13] Carla Scarsella, PAC/300, Public Direct Testimony (February 2026), pp. 3–14. Official source.

[14] Nikki L. Kobliha, PAC/400, Direct Testimony (February 2026), pp. 2–11, including Tables 1 and 3. Official source.

[15] Judith M. Ridenour, PAC/500–503, Original Direct Testimony and Exhibits (February 2026), original affordability and pricing assumptions; updated where superseded. Official source.

[16] Judith M. Ridenour, PAC/500-E and accompanying rate exhibits, October 13, 2026 clean errata, pp. 2–4 and PAC/501-E–502-E; supersedes earlier class and bill estimates. Official source.

[17] Assigned Commissioner's Scoping Memo and Ruling (dated April 14, 2026), especially pp. 1–9; read with the April 15 corrective ruling [10]. Official source.

[18] PacifiCorp Reply to Protest (March 27, 2026), pp. 2–5. Official source.

[19] Klamath Water Users Association Motion for Party Status (March 27, 2026), pp. 2–3. Official source.

[20] California Public Utilities Code §850, current official text, especially subdivisions (a) and (b); reflects September 19, 2025 amendment. Official source.

[21] California Public Utilities Code §850.1, current official text, especially subdivisions (a), (b), (e)–(i); reflects September 19, 2025 amendment. Official source.

[22] USFS Slater Report of Investigation, provided as Exhibit PAC/202, report pp. 1–7 within the seventy-page exhibit. Official source.

[23] USFS McKinney Wildland Fire Origin and Cause Supplemental Incident Report, provided as PAC/204, report pp. 19–23; report pagination, not the overall exhibit viewer page. Official source.

[24] Cal Advocates CA-01, Executive Summary (November 2, 2026), pp. 1–7; party testimony, not adopted findings. Official source.

[25] Benjamin Tang, Cal Advocates CA-02, Local External Factors (November 2, 2026), pp. 3–11. Official source.

[26] Aaron Louie, Cal Advocates CA-03, WMP Performance (November 2, 2026), pp. 1–10. Official source.

[27] Talal Harahsheh, Cal Advocates CA-04, Customer Rate and Bill Impacts (November 2, 2026), pp. 1–5. Official source.

[28] Mahpara Habib, Cal Advocates CA-05, Slater Weather and De-Energization (November 2, 2026), pp. 1–21. Official source.

[29] Pushpak Bahatkar, Cal Advocates CA-06, Slater System Protection and Circuit Operations (November 2, 2026), pp. 1–28; public testimony. Official source.

[30] Charles Madison and Talal Harahsheh, Cal Advocates CA-07, McKinney Restoration and Inspection Controls (November 2, 2026), pp. 1–30; public testimony. Official source.

[31] Herman Eng, Cal Advocates CA-08, McKinney System Protection (November 2, 2026), pp. 1–7; public testimony. Official source.

[32] Lloyd C. Reed, CFBF-KWUA/100, Direct Testimony (November 2, 2026), pp. 3–41, including seasonal-load, affordability, and deferred-interest analysis; alternative remedies are not adopted here. Official source.

[33] PacifiCorp Application Appendix B, California Earnings Statement, twelve months ended December 31, 2024, earnings statement, p. 1. Official source.