

Application: A.18-11-015

Exhibit No.: SDG&E-

Witness: _____

REBUTTAL TESTIMONY OF
NEIL UMALI
CHAPTER 2
ON BEHALF OF SAN DIEGO GAS & ELECTRIC COMPANY

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA



JANUARY 22, 2021

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1 **REBUTTAL TESTIMONY OF**
2 **NEIL UMALI - CHAPTER 2**

3 **I. INTRODUCTION**

4 The purpose of my Rebuttal Testimony is to address the December 18, 2020 Prepared
5 Direct Testimony of Mr. Michael Murray for Mission:data Coalition (“Mission:data”) and the
6 December 18, 2020 Prepared Testimony of OhmConnect, Inc. (“OhmConnect”) sponsored by
7 Mr. Brian Kooiman. Messrs. Murray and Kooiman’s respective testimony responds to my
8 November 13, 2020 Updated Prepared Direct Testimony (Chapter 2) on behalf of San Diego Gas
9 & Electric Company (“SDG&E”).

10 As set forth in the respective testimonies of Messrs. Murray and Kooiman, both
11 Mission:data and OhmConnect make numerous recommendations regarding SDG&E’s proposed
12 improvements to the click-through authorization process (“CTP”), which SDG&E disagrees with
13 and strongly objects to. My testimony addresses the following contentions made in Mission:data
14 and OhmConnect’s testimony:

- 15 • Recommendations for a Service Level Agreement (“SLA”);
- 16 • Mission:data’s claim that SDG&E is not prudently managing its IT
17 systems;
- 18 • Recommendations that customer enrollment conflicts be resolved at the
19 time of authorization;
- 20 • Recommendations that each IOU incorporate its utility logo on the DRP’s
21 third-party website;
- 22 • Recommendation that the IOUs should have a common, public-facing
23 website to communicate CTP outages and maintenance announcements.
- 24 • Recommendations regarding the provision of customer Sub-LAP and
25 historical enrollment information;

- 1 • Recommendations for additional granularity as to why a customer has
- 2 failed authorization; and,
- 3 • Recommendations regarding SDG&E’s request to allow customers to stop
- 4 data sharing based on a notification of a change in terms.

5 SDG&E’s failure to address any individual issue in this rebuttal testimony does not imply
6 agreement by SDG&E with any argument, position or proposal asserted by the intervenor
7 parties.

8 **II. MISSION:DATA AND OHMCONNECT’S RECOMMENDATIONS FOR A**
9 **SERVICE LEVEL AGREEMENT SHOULD BE REJECTED**

10 As set forth in further detail in the Rebuttal Testimony of Douglas S. White (Chapter 1),
11 an SLA is neither necessary nor appropriate for a wide variety of policy issues. My testimony
12 addresses some of the specific technical arguments raised by the Demand Response Parties
13 (“DRPs”) and explains why their request for an SLA is flawed and misguided.

14 **A. OhmConnect’s Recommendations for Establishing Specific Performance**
15 **Metrics in an SLA Should be Rejected**

16 At page 8 of its testimony, OhmConnect proposes metrics that measure the following
17 four processes: (1) Delivery metrics corresponding to the delivery of the initial data set, customer
18 data, ongoing (raw) interval data, and RQMD; (2) Uptime metrics corresponding to the IT data
19 delivery systems; (3) Uptime metrics corresponding to the click-through authorization system;
20 and (4) Accuracy metrics corresponding to any of the delivered data.¹ However, there is no
21 justifiable or substantiated reason to establish metrics for each of these processes.

22 There are multiple processes and IT teams that are affected by production issues – some
23 larger scale than others. The time to resolution for each production issue can vary greatly
24 depending on multiple variables. Some of these variables include IT resourcing constraints,

¹ Prepared Testimony of OhmConnect, Inc. (“OhmConnect Testimony”) at p. 8.

1 troubleshooting dependencies on outside teams/project work, etc. Rule 32 data delivery issues
2 vary broadly and there is no “one size fits all” resolution or corrective action. For example,
3 some Rule 32-related issues only affect one customer and the resolution turnaround time is under
4 a week. Other Rule 32 issues can involve problems within the system architecture as a whole,
5 affecting all Rule 32 customers. The resolution turnaround time for larger scale issues can take
6 upwards of a month. Given that the resolution of each production issue varies greatly from one
7 another, SDG&E does not believe it is beneficial or necessary to include these types of specified
8 metrics in an SLA.

9 Moreover, implementing these metrics would cause costs to increase without providing
10 any tangible benefit to rate payers or participating customers. As explained further in the
11 Rebuttal Testimony of Tom Moses (Chapter 3), implementing measures to report on the
12 proposed metrics would involve looking at the entire system architecture in order to avoid
13 downstream impacts across systems processes. Doing so would lead to substantially high costs
14 to SDG&E and ratepayers. There is no conducive SLA that can support the complexity and
15 dependencies of the Rule 32 system architecture. Implementing the suggested measures does not
16 rise to the level of enhancing SDG&E’s mission to provide safe and reliable electricity and does
17 not provide tangible benefits as they cannot realistically apply to Rule 32 SLAs, given the
18 complexity. Moreover, OhmConnect’s recommendation ignores the fact that the IOUs are
19 already required to provide the necessary data to DRPs in an accurate and timely manner, with
20 liability for not delivering such, thus making these types of performance metrics unnecessary.²

² Decision (“D.”) 13-12-029 at p. 16.

1 **B. OhmConnect and Mission:data’s Recommended 99.8% Uptime Rate is**
2 **Neither Practical Nor Realistic**

3 OhmConnect and Mission:data both propose a target 99.8% uptime rate for the click-
4 through and related systems.³ SDG&E objects to this recommendation as it is unrealistic to
5 require IOUs to achieve this high level of performance for this type of data delivery. This type
6 of high-level performance is typically reserved for “mission critical data,” such as customer
7 information applications, network management applications, outage applications, public safety
8 applications, and minimum functions to run the company and to safely deliver gas and electric
9 service to customers. The delivery of data to assist a third party’s business model does not
10 justify the cost and expenses necessary to achieve this level of performance.

11 SDG&E classifies applications as a part of its disaster recovery policy in tiers that
12 determine its criticality within the business units. For example, Tier 1 applications have a
13 recovery time of 0-4 hours, Tier 2 applications have a recovery time of 0-24 hours, and Tier 3
14 applications have a recovery time of 1-3 days. The unavailability of Tier 1 applications have
15 severe impacts that could result in not being able to provide basic utility services for customers
16 and can also threaten public safety. The target availability for a Tier 1 application is 99.9%
17 uptime. CTP data does not warrant a Tier 1 level treatment as it does not meet the criteria of
18 mission critical applications. It does not involve the provision of basic utility services for
19 customers or affect public safety in any way.

20 Similarly, the DRP’s comparison to tech giants and software developers such as Amazon,
21 Oracle and Microsoft are misplaced. The utilities are not tech companies or software developers
22 whose sole business centers on the provision of tech services, and thus necessarily adopt high
23 performance standards when it comes to their IT products. SDG&E is an energy company

³ OhmConnect Testimony at p. 9; Prepared Direct Testimony of Michel Murray for Mission:data Coalition (“Murray Testimony”) at p. 10.

1 whose priority remains first and foremost the provision of safe and reliable electricity to its
2 customers. Moreover, the costs of reaching this type of performance level is not justified,
3 especially since Mission:data and OhmConnect have not substantiated or provided evidence that
4 a problem exists.

5 **C. OhmConnect and Mission:data's Recommendation for a Penalty Structure is**
6 **Unprecedented and Should Be Summarily Rejected**

7 OhmConnect and Mission:data both request that the Commission consider broad
8 implications for breaking an SLA, such as financial penalties and/or an impact on the IOU's
9 ability to recover the cost of the click-through solutions in rates.⁴ SDG&E strongly opposes the
10 imposition of any penalty structure or cost-disallowance whatsoever.

11 First, there is no factual or legal basis for subjecting penalties and/or cost disallowances
12 related to CTP. Neither OhmConnect nor Mission:data have made any showing that there is a
13 significant problem with CTP performance much less a showing of financial harm to justify the
14 receipt of monetary penalties. Their request that an SLA including an unsubstantiated liquidated
15 damages provision for failure to achieve certain performance measures is unjustified and
16 unprecedented. This is especially true given that fact that neither OhmConnect nor Mission:data
17 pay for such services. SDGE is not aware of any other SLA entered into by the IOUs that
18 include such an onerous liquidated damages provision that has no basis in fact or reality. Indeed,
19 neither OhmConnect nor Mission:data explain why an SLA with financial penalties are
20 appropriate or applicable to electric service providers. Moreover, SDG&E is not aware of any
21 rule or precedent that grants the Commission authority to mandate that the IOUs offer third party

⁴ Murray Testimony at p. 11; OhmConnect Testimony at p. 9.

1 contracts containing severe damages provisions for underperformance that would involve
2 payment to private third parties.⁵

3 **D. Mission:data’s Claim that SDG&E is Not Prudently Managing its IT**
4 **Systems Lacks Merit**

5 In its testimony, Mission:data claims that SDG&E is not prudently managing its IT
6 systems by pointing to various instances of an CTP outage.⁶ However, SDG&E submits that its
7 actions in responding to those outages and quickly remedying the issue demonstrates that it is in
8 fact prudently and effectively managing its IT systems.

9 For example, with respect to the February 5, 2019 incident, a DRP notified SDG&E of
10 intermittent connectivity issues with its data services. After investigation, SDG&E determined
11 that there was an issue with access tokens not being replicated between service gateway servers.
12 This did not affect the availability of the Click-Through site for customers. The issue only
13 affected the DRP’s ability to retrieve data on the customers who had successfully authorized
14 sharing of their data via the Click-Through site. On March 1, 2019, after corrective action
15 recommended by the vendor was implemented on the service gateways, the connectivity issue
16 was resolved and communicated to the impacted DRP. The issue was completely remedied.

17 With respect to the May 16, 2019 incident, a DRP notified SDG&E that Click-Through
18 was experiencing an error. SDG&E found that the Consent to Share System, a system used to
19 manage Customer authorizations and Letters of Authorization (“LOA”) for the CTP, was down
20 due to an unexpected change in the IP address of the system by the vendor who manages the
21 hardware for the Consent to Share System. The result of this change was a loss of connectivity
22 between Click-Through and the Consent to Share system. As a result, customers attempting to

⁵ See D.13-12-029 at p. 16 (finding that the Commission cannot award damages).

⁶ Murray Testimony at p. 8.

1 access the authorization functionality on the Click-Through site would have received an error
2 message on the screen. Once this issue was identified, the new IP address was updated on the
3 gateways, and the Consent to Share services were back up by May 22, 2019, and the DRP was
4 notified. Paper CISR-DRP forms could still be processed during this outage. The issue was
5 completely remedied.

6 Regarding the May 31, 2019 incident, the Consent to Share System was temporarily and
7 proactively shut down after a technical issue was identified. The DRPs were notified within
8 hours of SDG&E being aware that the site would be taken down. The issue was resolved on
9 June 5, 2019, and the Click Through site was brought back online the same day. A second
10 technical issue was identified on June 14, 2019 on the Consent to Share System, resulting in the
11 site being proactively shut down again. Partial services for the CTP were available during this
12 second shut down. The technical issue was resolved, and the Consent to Share system was fully
13 restored on June 24, 2019, along with notification of resolution. The issue was completely
14 remedied.

15 With respect to the June 5, 2019 incident that Mission:data references, the Click-Through
16 customer authorization portal was down, directing customers to a “System Down Page” from
17 June 5th-11th, 2019. There were reports of Cybersecurity vulnerabilities to our Consent to Share
18 system, so the application was down for maintenance to improve security. During this time,
19 Consent to Share webservice were turned off and customers were unable to authorize any LOAs
20 via Click-Through, only via the paper submission process. Thus, as each of these incidents and
21 SDG&E’s appropriate responses reflect, SDG&E is operating and managing its systems in a
22 reasonable and prudent manner.

23 In addition, SDG&E notes that it meets with DRPs on a monthly basis to discuss open
24 items, including Data Issues, to provide updates and discuss concerns the DRP may have.

1 SDG&E takes into consideration the impact on DRPs (if known), the volume of customers
2 affected, compliance mandates, and whether an issue is a “quick fix” when prioritizing Data
3 Issues filed by DRPs. SDG&E operates under a scrum process, working in two-week sprints, to
4 resolve issues with the appropriate IT teams when issues arise. The fact that there have been
5 instances when these meetings with DRPS were cancelled due to a lack of outstanding or
6 unresolved issues that need to be discussed further demonstrates that SDG&E is prudently
7 managing its IT systems.

8 **III. OHMCONNECT AND MISSION:DATA’S RECOMMENDED**
9 **“IMPROVEMENTS” TO SDG&E’S CTP ARE FLAWED, MISGUIDED AND**
10 **SHOULD BE REJECTED**

11 OhmConnect claims that the IOUs fall short of following the directive of Resolution E-
12 4868 which ordered the applications to include improvements to the CTP that may have the
13 effect of increasing customer enrollment in third-party demand response programs.⁷
14 OhmConnect and Mission:data offer several proposed improvements and recommendations to
15 the IOUs’ CTP applications, each of which are misguided and/or flawed and should be rejected.

16 **A. OhmConnect’s Recommendation that Customer Enrollment Conflicts Be**
17 **Resolved at the Time of Authorization is Not Practical Given the Rules and**
18 **Tariffs that Apply to the Various DR Programs; OhmConnect and**
19 **Mission:data’s Interpretation of SDG&E’s Proposal For the Enhancement to**
20 **the Authorization Screen is Also Incorrect**

21 Demand Response (“DR”) conflicts exists because customers are generally prohibited
22 from participating in multiple demand response programs at the same time. OhmConnect
23 proposes that these types customer enrollment conflicts involving IOU DR programs be resolved
24 at the time of authorization.⁸ OhmConnect recommends that the click through solution include
25 an additional web page post-authorization that allows a customer to indicate whether the

⁷ See generally OhmConnect Testimony at pp. 11-19.

⁸ *Id.* at pp. 12 -14.

1 customer wishes to disenroll from their existing IOU DR program. Depending on the response at
2 the time of authorization, the IOU would then facilitate the disenrollment by taking a series of
3 steps that purport to minimize the customers burden on trying to resolve enrollment conflicts.⁹

4 However, resolving customer enrollment conflicts in the manner OhmConnect proposes
5 is not feasible or practical because each DR program has specific unenrollment/enrollment rules
6 and guidelines governed by their individual tariffs. For example, some DR programs only allow
7 unenrollments to happen during a specific period, once a year. Therefore, there is no simple
8 method of resolving that customer's enrollment conflict at the time they request CTP
9 authorization – they will have to wait until the applicable disenrollment period becomes
10 available before the conflict can be resolved. Given the numerous rules and tariffs that govern
11 the various DR programs, SDG&E recommends that the DRPs take the necessary steps to
12 manage customer expectations, including explaining the prohibition on dual participation so that
13 customers are better prepared to respond to enrollment conflicts.

14 In addition, OhmConnect indicates that SDG&E has proposed to offer this kind of
15 disenrollment functionality at the beginning of its authorization process.¹⁰ Mission:data also
16 states that SDG&E proposes to “pre-screen” for enrollment conflicts by denying a customer the
17 ability to grant an authorization if the customer is already participating in one or more SDG&E
18 DR programs.¹¹ However, OhmConnect and Mission:data's interpretation of SDG&E's proposal
19 is incorrect. To be clear, SDG&E proposed an enhancement to the authorization screen of the
20 CTP that will inform the customer if they are participating in one or more SDG&E Demand
21 Response programs. SDG&E was not proposing to build a disenrollment functionality.

⁹ *Id.*

¹⁰ *Id.* at p. 14 (citing Updated Prepared Direct Testimony of Tom Moses at p. TM-10).

¹¹ *Id.* at p. 15.

1 Therefore, OhmConnect's complaints about a lack of specificity regarding the number of
2 screens, the specific pathway for notification, the specific language, graphics, etc. are misplaced.
3 SDG&E appreciates OhmConnect's input on issues SDG&E should consider in building out this
4 type of functionality (if appropriate). However, as the program administrator, SDG&E must
5 retain exclusive control and the final say as to how it informs customers that are participating in
6 DR programs.

7 Finally, it is important to note that including the type of functionality that OhmConnect
8 proposes was not included in SDG&E's proposed budget and has not been cost out. Obviously,
9 developing and integrating this type of conflict resolution functionality will increase the cost of
10 the utilities' respective CTP programs.

11 **B. OhmConnect's Suggestion that Each IOU Incorporate its Utility Logo on the**
12 **DRP Third-Party Website Would Violate Company Policy, Subject the IOUs**
13 **to Potential Liability, and is Outside the Scope of this Proceeding**

14 OhmConnect proposes that the login button displayed on DRP's webpages display
15 include a utility logo.¹² SDG&E strongly opposes this recommendation as requiring that the
16 utilities lend their registered trademark to endorse a third-party service is contrary to long-
17 standing company policy and could potentially expose SDG&E to liability. Moreover, SDG&E
18 is not aware of any precedent that would allow the Commission to require a utility to lend its
19 registered trademark to third parties. The Commission does not have jurisdiction to direct the
20 utilities to take any action with respect to their trademarked logos.

21 As a matter of general enterprise-wide company policy, SDG&E does not allow third-
22 party use of its company logo to promote the third party's activity due to the potential for misuse
23 and customer confusion. Allowing third-party use of its company logo could also potentially
24 subject SDG&E to liability for the acts of the third-party as the inclusion of the logo could be

¹² *Id.*

1 misinterpreted as some sort of an implied agency relationship. For example, if one of the DRPs
2 were to be accused of violating customer privacy rights or otherwise engaging in nefarious
3 conduct, the customer may seek to hold SDG&E jointly liable for that conduct pursuant to an
4 agency theory. SDG&E does not allow the use of its logo to any third-party company who is not
5 acting on its behalf. Since the DRPs are not working on SDG&E's behalf nor are they agents of
6 the utilities, SDG&E cannot allow the use of its company logo on the DRP's third party
7 websites.

8 Finally, it is important to note that the Commission does not have the authority or
9 jurisdiction to force an independent entity like SDG&E (and the other IOUs) to amend their
10 branding policies when it comes to the use of logos, registered trademarks or other intellectual
11 property. Directing the IOUs to allow third-party companies the use of their registered
12 trademarks is beyond the CPUC's jurisdiction and therefore out of scope of these proceeding.

13 **C. OhmConnect and Mission:data's Recommendation that Notifications About**
14 **Click-Through Outages be Posted on External-Facing Webpages is Flawed**
15 **and Unnecessary**

16 OhmConnect and Mission:data's suggestion for a joint IOU webpage to notify customers
17 of CTP outages and data delays is both flawed and unnecessary.¹³ Currently, click through
18 outages are communicated directly to DRPs via email as they arise (planned and unplanned).
19 This process informs the DRPs in a timely manner, rather than asking DRPs to check the
20 SDG&E website for updates. SDG&E believes that this is the best and most effective manner in
21 which to notify customers of CTP issues as it is unlikely (or at least unsubstantiated) that
22 customers would even be actively monitoring the joint external website that the DRPs propose.
23 As explained below (and in the Rebuttal Testimony of Douglas S. White (Chapter 1)), the DRP's

¹³ OhmConnect Testimony at p. 16; Murray Testimony at pp. 21-22.

1 proposal is incomplete, potentially misleading to customers and lacks the substantive
2 justification to warrant the time, effort and cost in developing and maintaining such a website.

3 First, as proposed, the DRPs' recommendation would only cover a portion of the outages
4 and delays, and therefore, would always be incomplete and potentially confusing as a result.
5 Non-Click Through IOU system outages would not be included, nor should they be, as it would
6 be out of scope. Second, the DRPs do not propose for their *own* outages to be included, which if
7 not, could also be confusing to customers who might be attempting to enroll. At best, any such
8 website would be providing only an incomplete picture or status of the requisite systems at any
9 given time. As additional concerns arise, would there be any disclaimers allowed on such a site
10 that explain that the outages or glitches a customer may be experiencing are at the hands of the
11 DRPs and not the IOUs? The DRPs offer nothing in this regard. Therefore, the proposal could
12 be very misleading to customers.

13 Second, the proposal lacks the merit needed to justify any such effort, time and cost.
14 Neither OhmConnect nor Mission:data have provided any evidence from their respective
15 member organizations which utilize the CTP that customers even inquire about outages or
16 complain about outages in the first place. Nor have OhmConnect or Mission:data offered
17 evidence that any such website, as proposed, provides any value in other industries, for example.
18 The DRPs make no arguments for why funds should be spent on this, what the financial impacts
19 might be to the DRPs without such a website, and why the ratepayers should fund such a site.
20 The testimony as offered is lacking any substantive arguments.

21 Rather, SDG&E believes that it would be beneficial for the DRPs to host on their *own*
22 webpage outage information to inform customers that the CTP is unavailable. Currently, click
23 through outages are communicated directly to DRPs via email as they arise (planned and
24 unplanned). Having the DRPs host the webpage will paint the full picture as they can

1 incorporate their own system outages to inform customers of CTP unavailability. The
2 responsibility of the DRPs is to ensure the website is monitored and kept up to date to ensure
3 their customers are aware of any system outages that can prevent them from successfully
4 utilizing the CTP. Having the information available to customers where they originally start the
5 CTP, is efficient and minimizes the number of webpages a customer must navigate to understand
6 why they are not able to complete the CTP.

7 Finally, I would like to provide more detail to address the four purported SDG&E “data
8 issues” mentioned in OhmConnect’s testimony. At page 16 of the testimony, OhmConnect
9 alleges that SDG&E has failed to address any data sharing issues in a timely manner.¹⁴
10 Specifically, with respect to SDG&E, OhmConnect claims that “[o]f the four data issues that
11 SDG&E provided, one was completed after the estimated date of completion, and three were not
12 provide an estimated completion date.”¹⁵ Regarding the data issue that was completed after the
13 estimated date, OhmConnect had submitted a Data Issue Reporting template reporting that they
14 were not receiving interval data for approximately 900 accounts. SDG&E estimated
15 approximately one month to investigate and resolve the issue due to the volume of accounts.
16 SDG&E remained in contact with OhmConnect during the investigation process. It was
17 determined that the majority of the accounts that were reported were either finaled accounts or
18 OhmConnect had allowed their access tokens to expire. For two of the issues in which SDG&E
19 did not provide an estimate completion date, these issues were resolved within 3 days. Thus,
20 contrary to OhmConnect’s assertion, SDG&E has responded to any and all data sharing issues in
21 a timely manner.

¹⁴ OhmConnect Testimony at p. 16.

¹⁵ *Id.*

1 **D. OhmConnect’s Recommendations Regarding the Provision of Customer**
2 **Sub-LAP and Historical Enrollment Information Do Not Seem to Apply to**
3 **SDG&E**

4 OhmConnect suggests that customers can be more quickly enrolled in CTP if the IOUs
5 were to provide Sub-LAP and historical enrollment information.¹⁶ However, it is unclear
6 whether these recommendations apply to SDG&E (or are simply directed to the other IOUs)
7 given that SDG&E currently does provide customer Sub-LAP and current enrollment
8 information. Moreover, SDG&E is not required to provide historical program enrollment
9 information (*i.e.*, a list of DR programs in which the customers has participated in the past).¹⁷
10 And indeed, such information would have little to no value as SDG&E already provides the
11 current enrollment information. Historical DR program enrollment does not affect eligibility to
12 participate in a DRP program.

13 **E. OhmConnect’s Recommendation for Additional Information as to Why a**
14 **Customer has Failed Authorization is Unnecessary**

15 OhmConnect suggests that the IOUs provide additional granularity around why a
16 customer has failed authorization, including the provision of certain specified error codes.¹⁸
17 However, this recommendation is unnecessary as SDG&E already providing these details during
18 the customer authorization process where applicable.

19 For example, the customer facing portal that customers use to authorize data sharing
20 includes a 3-step process. The customer begins at the Demand Response Provider website and
21 opts to connect their SDG&E meter to enable data sharing. The customer is then redirected to
22 SDG&E’s website where they are prompted to enter their SDG&E Account information. After
23 inputting their credentials, the customer is then prompted to select a timeframe for data sharing,

¹⁶ OhmConnect Testimony at p. 17

¹⁷ See Resolution E-4868.

¹⁸ OhmConnect Testimony at pp. 18-19.

1 completing their authorization. This user-friendly process includes little to no room for error
2 during the authorization process. In the event where a customer provides incorrect login
3 credentials, an error message will display on the screen notifying the customer that there was an
4 incorrect match with username or password. If the webpage is left idle for 10 or more minutes,
5 the session will timeout. In the event where this happens, an error message will display on the
6 screen notifying the customer that the session has timed out, redirecting them back to the
7 Demand Response Provider website. We believe SDG&E is already meeting this requirement by
8 providing these details during the customer authorization process where applicable.

9 Moreover, include the error codes suggested by OhmConnect would not only be costly
10 but would provide little to no benefit. First, like any other proposed “improvements” to its CTP,
11 SDG&E would have to build this functionality into its propose platform, which would
12 necessarily drive up the costs. SDG&E has not included the costs of developing the type of error
13 code delivery system. Second, contrary to OhmConnect’s assertion, reporting on these error
14 codes does not provide the customer, DRP or SDG&E any feedback that can be used to help
15 improve the customer authorization process for the customer. For example, reporting on the
16 number of users that “navigated away” or “exited window” will not help the DRP to try and limit
17 these types of occurrences. In other words, this information would only be useful to the DRP for
18 their own knowledge, but it doesn’t seem like it could be used to provide actual improvements
19 that would result in more customer authorizations.

20 **F. The Commission Should Approve SDG&E’s Request to Allow Customers to**
21 **Stop Data Sharing Based on a Notification of a Change in Terms**

22 At page 19 of its testimony, OhmConnect expresses concern that SDG&E’s proposal to
23 notify all customers with active CSR-DRP forms of the additional data that will be shared with

1 the DRPs and provide the opportunity to stop sharing, lacks the necessary specificity as to how
2 this will be implemented.¹⁹ OhmConnect’s concerns are unwarranted.

3 At SDG&E, privacy is fundamental to our business and we are committed to protecting
4 customer data. SDG&E customers have a right to be informed of how SDG&E is using their
5 personal information.²⁰ Further, after customers agree to disclose specific personal information
6 to third-parties for a specified purpose, SDG&E believes customers have a right to be informed
7 and reconsider consent if the conditions in which they provided their original consent changes.²¹
8 Inclusion of additional data elements approved from the Commission in the data set changes the
9 original conditions in which customers provided their consent to share their personal information
10 with DRPs. SDG&E believes it is therefore a requirement to notify all customers with active
11 CISR-DRP forms of the additional data that will be shared with the DRPs, and provide the
12 customers the opportunity to revoke their consent if they do not want to share the additional data
13 elements.

14 OhmConnect’s primary concern appears to be with the fact that SDG&E has not yet
15 provided the specific pathway or messaging that SDG&E plans to communicate to the customer.
16 However, further details on how SDG&E will proceed with implementing these additional data
17 elements will be available upon approval of this enhancement from the Commission and
18 requirements have been gathered. SDG&E appreciates OhmConnect’s feedback and will
19 consider it when implementing these data elements.

20 **IV. CONCLUSION**

21 This concludes my rebuttal testimony.

¹⁹ OhmConnect Testimony at pp. 19-20.

²⁰ See California Consumer Privacy Act of 2018; Cal. Civil Code § 1798.100 *et seq.*

²¹ *Id.*

1 **V. STATEMENT OF QUALIFICATIONS**

2 My name is Neil Umali, and I am the Customer Programs Systems Support Manager at
3 San Diego Gas & Electric Company. My business address is 8335 Century Park Court, San
4 Diego, CA 92123. My current responsibilities include managing the team that supports the
5 systems solutions for energy efficiency, customer assistance areas, demand response, and
6 SDG&E's Electric Rule 32. I have been employed at SDG&E for 15 years. I obtained my
7 Bachelor of Science Degree in Information Systems from National University in 2015.

8 I have not previously testified before the Commission.

LIST OF ACRONYMS

CTP	Click-Through Authorization Process
ED	Energy Division
IOU	Investor Owned Utility
RQMD	Revenue Quality Meter Data
SLA	Service Level Agreement
DRPs	Demand Response Providers
SDG&E	San Diego Gas & Electric Company