

SoCalGas-40

**Standard Contracting Agreement between Margaret C. Felts and the
California Public Utilities Commission (Nov. 5, 2019)**

I.19-06-016

ALJs: Hecht/Poirier

Date Served: March 15, 2021

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19NC0545

PURCHASING AUTHORITY NUMBER (If Applicable)

PUC-8660

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Public Utilities Commission

CONTRACTOR NAME

Margaret C. Felts

2. The term of this Agreement is:

START DATE

October 21, 2019 or upon DGS OLS approval, whichever is later,

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$250,000.00 - Two-Hundred Fifty Thousand dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 4/2017	1
+ - Exhibit D	Special Terms & Conditions	2
+ - Exhibit E	Additional Provisions	4
+ - Attachment 2	Resumes	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Margaret C. Felts

CONTRACTOR BUSINESS ADDRESS

633 Dodge Street

CITY

Delta

STATE

CO

ZIP

81416

PRINTED NAME OF PERSON SIGNING

Margaret C. Felts

TITLE

Consultant

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/5/2019

EXHIBIT

1-3

Margaret Felts

2/5/2020

Linda Ryan, CSR 9915

Page 1 of 1

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19NC0545	PURCHASING AUTHORITY NUMBER (If Applicable) PUC-8660
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Public Utilities Commission

CONTRACTING AGENCY ADDRESS 300 Capitol Mall Suite #500	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Bernard Azevedo	TITLE Director of Administrative Services
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CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>for Drama</i>	DATE SIGNED 11/7/19
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL <i>Richard L. Goldbey</i>	EXEMPTION (If Applicable)
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EXHIBIT A

SCOPE OF WORK

1. Margaret C. Felts, hereafter also referred to as Contractor, agrees to provide to the California Public Utilities Commission (CPUC) services as described herein:
 Contractor will be tasked to investigate, consult, and if necessary, provide expert opinion by oral testimony or written report in the CPUC's action against (Southern California Gas Company in the Aliso Canyon Oil, Investigation 19-06-016 in California Public Utilities Commission.
 The term of the Agreement shall be from October 21, 2019 or upon approval whichever is later, through June 30, 2020, for a maximum amount of \$250,000,000 (Two hundred and fifty thousand dollars). *This Agreement amount and expiration date may be changed by amendment with the CPUC and with any necessary approvals by the Department of General Services.*
2. The services shall be performed at the consultant's office 633 Dodge St, Delta, Colorado 81416 and meetings, depositions or hearings at CPUC offices in San Francisco at 505 Van Ness Ave, 320 West 4th St, Los Angeles and 180 Promenade Circle, Sacramento, CA. Other locations as required for Testimony may be added to this agreement.
3. The services shall be provided during mutually agreed upon working hours.
4. The project representatives during the term of this agreement will be:

State Agency: Public Utilities Commission	Contractor: Margaret C. Felts
Name: Karen Shea	Name: Margaret C. Felts
Phone: (415) 703-2349	Phone: (916) 468-8443
Email: kms@cpuc.ca.gov	Email: Margaret@mfelts.com

Direct all inquiries to:

State Agency Public Utilities Commission	Contractor:
Section/Unit: Contracts Office	Section/Unit:
Attention: Peggy Owens	Attention: Contracting Representative
Address: 300 Capitol Mall, Suite #500 Sacramento, CA 94102	Address
Phone: (916) 823-4806	Phone:
Email: Peggy.Owens@cpcu.ca.gov	Email:

5. Contractor will perform tasks including but not limited to the following, as determined to be necessary by CPUC staff and the CPUC Project Manager:

Each of the following items pertain to California Public Utilities Commission (CPUC) Investigation (I.19-06-016), the CPUC's Order Instituting Investigation on the Commission's Own Motion into the Operations and Practices of Southern California Gas Company with Respect to the Aliso Canyon storage facility and the release of natural gas, and Order to Show Cause Why Southern California Gas Company Should Not Be Sanctioned for Allowing the Uncontrolled Release of Natural Gas from its Aliso Canyon Storage Facility.

- a. Analyze whether SoCalGas operated its Aliso Canyon natural gas storage facility in compliance with, or violation of federal, state, and California Public Utilities Commission requirements leading up to and including the incident on October 23, 2015 (incident), including whether SoCalGas kept and managed traceable, verifiable, complete, and accurate records needed to operate the facility. Write opening, reply and rebuttal testimony as an expert witness on behalf of the CPUC's Safety and Enforcement Division (SED), based on results of this analysis, and testify in relation to that testimony in hearings, if necessary. In preparation of testimony, provide extensive review of Southern California Gas Company records as necessary to assess compliance with safety requirements. Preparation of visual aids may be necessary to support trial evidence. The scope of

EXHIBIT A

testimony may need to also respond to that of Southern California Gas Company and other intervenors.

- b. Using background and experience as an expert witness, provide support and review of other SED testimony that may allege violations of safety requirements based in part upon the Blade Energy Partners Root Cause Analysis of the Aliso Canyon storage facility and incident, based upon SED's discovery, and also based upon SED's collaboration with other agencies. Testify in hearings in support of such testimony as needed.
- c. Meet regularly in person, by phone or electronically with SED management, staff and counsel to discuss strategies and case management related to I.19-06-016, attend depositions, court appearances, and all other necessary meetings and appearances related to the litigation, again providing expertise and advice based upon expert witness.
- d. Pursuant to request Contractor shall provide technical help and aid to SED and its attorneys to prepare or help prepare data requests and other discovery (such as depositions), data responses to discovery of SED, and to provide advice and information to SED and its attorneys.
- e. Provide support for the accessing and sharing of data within SED's advocacy team in order to help SED try the case.
- f. In the event of settlement, evaluate settlement offers received and given, participate in settlement discussions as necessary, and help with drafting of settlement and the motion to adopt settlement as necessary to ensure settlement is in the public interest, consistent with the law and precedent, and reasonable in light of the facts in the record of I.19-06-016.
- g. Observe and follow all applicable confidentiality requirements.
- h. Discuss, support, and review legal briefs, motions, and other legal and procedural documents, as necessary.
- i. When necessary, provide and manage subcontractors who may provide necessary technical services and support to SED. Such subcontracting may include, but not be limited to, providing court reporters to transcribe depositions when no Commission court reporter is available, and gathering and manage of information and evidence so that it can be presented to SED, the Commission, and other parties in usable form.

Travel between Colorado and California. The timely provision of work, service, or deliverables to be performed will be dependent on the litigation schedule set forth by the CPUC, as well as internally by the CPUC's Safety and Enforcement Division.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, by the CPUC project manager; the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Compensation

As compensation for the satisfactory completion of the services as specified in **Exhibit A**, Contractor, shall be entitled to a sum not to exceed **\$250,000** unless the amount is increased by amendment hereto as provided in Exhibit C. Payments not to exceed this total sum shall be made as set forth in the attached schedule. Billing rates shall be as specified in Exhibit B – Attachment 1

C. Testifying

If the CPUC directs the Contractor to testify in support of the Contractor's work product(s), the Contractor shall be compensated for services related to the preparation and offer of testimony as described in **Exhibit A** at the rates specified in **Exhibit B - Attachment 1**. Payment for attendance at such occasions shall be made only for those persons specified by the Commission's Project Manager.

D. Travel and Other Expenses

State will reimburse Contractor for reasonable travel expenses incurred in the performance of this Agreement. Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with State rules and regulations. Travel expenses will be reimbursed at the same State rate as provided for State employees, as outlined in Standard Form 262, Travel Expense Claim. Total expenses claimed under this Agreement shall be included in the total amount encumbered **\$250,000** under this Agreement. Travel reimbursement shall be at the State Rate.

E. Invoices

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Public Utilities Commission
Fiscal Office – Room 3000
505 Van Ness Ave.
San Francisco, CA 94102
ATTN: Accounts Payable

Said invoices will be subject to verification and approval by the Commission's Project Managers, and shall include the contract number, the name and address, and invoice number of the Contractor. Invoices shall also include a summary identifying the amount claimed work-type, the number of hours claimed for each work-type, the total claimed, a description of the labor services provided, the amount of the invoice, and an authorized Contractor signature. The invoice must also include a brief narrative progress report describing the context of the work completed during the invoice period.

EXHIBIT B

Progress payment will be made monthly, in arrears, on the basis of work performed towards completion of the contract deliverables. Ten percent (10%) retention shall be withheld from each invoice including billable hours and expenses. The retention shall become payable upon the satisfactory completion of the Agreement or at the completion of each separate task if the specific task is not a foundation for succeeding tasks leading to the completion of a finished project, report or plan.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B

Cost/Price Sheet

Monthly Invoices

Work Type*	Employee Name	Hourly Rate	Price (Hrs x Rate)
Consulting	Margaret Felts	\$250.00	
Testimony/Deposition	Margaret Felts	\$300.00	

*Type of work matches to the terms in the SOW
Such as; document review, discovery, prepare testimony
Testify..

** Invoices will be itemized to the nearest ¼ hour against the
Work type

EXHIBIT C

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions will be included in the agreement by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language:GTC-4/2017>

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

The contract will adhere to General Terms and Conditions – GTC-4/2017

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission, Executive Director or designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **DVBE SB548 – Replacement of Disabled Veteran Business Enterprise Subcontractors**

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(S) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

EXHIBIT D

6. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT E

ADDITIONAL PROVISIONS

1. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. **Subcontracts**

Contractor shall submit any proposed subcontracts to the State for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the State. Upon termination of any sub-contract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. The Agreement shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

3. **Relationship with Contractor and Subcontractor**

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not deal with subcontractors except through Contractor's Project Manager.

All requests for changes of work within this contract shall be in writing between the Project Manager for Commission and the Project Manager for Contractor.

4. **Commission Staff**

Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Project Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

5. **Use of State Personnel**

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor unless such use is previously agreed to in writing by the Commission's Project Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

6. **Changes in Time for Performance of Tasks**

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

EXHIBIT E

7. Change of Personnel

Contractor and Subcontractor's key personnel as indicated in the attached resumes may not be substituted without the Commission's Contract Manager's prior written approval.

8. Ownership of Data

Data developed for this contract shall become the property of the State. It shall not be disclosed without the permission of the Commission's Project Manager. Each report shall also become the property of the State and shall not be disclosed except in such manner and such time as the Commission's Project Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 9.

9. Confidentiality of Data/Nondisclosure Agreement

The Consultant ("Signatory"), by signing this Agreement agrees to perform the task(s) under this Agreement. The signatory recognizes that it must have full and unfettered access to information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this information may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the Commission Staff has broad statutory authority to compel the production of such information subject to the provisions of Public Utilities Code 583 and General Order 66-C. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of a public hearing or with permission of the Commission.

The Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-C, and agrees to be subject to and to fully comply with these legal provisions in discharging its responsibilities. Such compliance includes abiding by the terms of prohibiting public disclosure of confidential information and submitting to the jurisdiction of the Commission for the purposes of enforcing Public Utilities Code Section 583.

The Signatory further recognizes that much of the information obtained during the course of its work for the Commission may be subject to other privileges for nondisclosure, and may not be disclosed without the consent of the Commission or its Staff who include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent, and to return all documents obtained during the course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

The Signatory will not comment publicly to the press or any other media regarding its work, or the Commission's action on the same, except to the Commission Staff, Signatory's own personnel and/or subcontractors involved in the completion of tasks under this agreement, or at a public hearing, or in response to questions from a legislative committee.

In addition, the Signatory agrees that prior to commencement of any work associated with this Agreement, the signatory shall: (1) provide a copy of this section of the Agreement, Public Utilities Code Section 583 and General Order 66-C to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are such to these legal provisions and must comply with Confidentiality of Data Agreement/Nondisclosure Section.

EXHIBIT E

Ninety days after any document submitted has become a part of the public records of the State, Signatory may at its own expense, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors, makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

10. Termination-Bankruptcy

In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five days' notice in writing to the Contractor.

11. Termination at State's Option

State may at its option terminate this contract, with or without cause, at any time upon giving 30 days notice in writing to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

12. Termination in Event of Breach

In the event of any breach of this contract, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

13. Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

14. Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.

EXHIBIT E

- B. In the event this contract is terminated as provided in paragraph 14(A), State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. Conflict of Interest

Contractor agrees to refrain from entering into any relationship which could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's Project Manager promptly of any potential conflict of interest, including subcontractors. The Commission may exercise its option to terminate this Agreement if a conflict is found.

16. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

17. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

18. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

19. Counterparts

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

Margaret C. Felts

Serves as the lead technical consultant to law firms, regulatory agencies and private entities on environmental, energy and corporate fraud cases, concentrating her practice on behind-the-scene discovery, research and strategy development. She also serves as Expert Witness.

Positions external to consulting include serving as Deputy Director of the California Department of Toxic Substances Control (DTSC), where she managed the State's Superfund program, including the base closure program for the oversight of toxic cleanup of military bases closed by the federal government. Prior to working for the state, Felts served as Division Chief of Environmental Engineering at for the Department of Defense at McClellan AFB. In this position she was responsible for developing a program to bring the base into compliance with Federal, State and local environmental regulations. Felts came to California from Texas when she was recruited by the California Energy Commission to fill a lead technical position in the Fuels Office. In that position, she participated in the development of the Petroleum Industry Information Reporting Act (PIIRA) database and performed detailed analyses of industry data submitted per PIIRA.

SPECIALTIES

Discovery and technical strategies for complex cases involving:

- Gas and Electric Utilities regulatory cases
 - Records Management Assessment
 - Fraud
 - Incident Assessment
 - Tree and Pole Program Assessment
 - Pipeline Integrity Assessment
 - Underground Gas Storage Assessment
- Oil & Gas industry cases
- Natural Gas Supply and Demand Assessment
- Groundwater contamination
- Hazardous waste disposal and site cleanup
 - CERCLA
 - RCRA
 - Underground Storage Tanks
- Historical records research

EMPLOYMENT HISTORY

LITIGATION CONSULTANT 1983 - PRESENT

M.C. Felts Co. (see attached page)

PRESIDENT / CFO 2002 - 2010

California Communications Association

SENIOR CONSULTANT 1995-1997

Dames & Moore

DEPUTY DIRECTOR 1993-1995

California Department of Toxic Substances Control

DIVISION CHIEF OF ENGINEERING 1985-1990

Department of Defense, McClellan Air Force Base

ENVIRONMENTAL CONTRACTOR

INVICTUS CORP

ENERGY SPECIALIST

CALIFORNIA ENERGY COMMISSION

PROCESS ENGINEER

CELANESE PLASTICS AND SPECIALTIES

PROCESS ENGINEER

AMOCO OIL COMPANY, Yorktown Refinery

EDUCATION

J.D., PACIFIC MCGEORGE SCHOOL OF LAW

M.S. ENERGY/ENVIRONMENTAL ENGINEERING, LASALLE UNIV.

B.S. PETROLEUM ENGINEERING, LOUISIANA TECH UNIV.

B.A. COMMUNICATIONS, ECKERD COLLEGE

ADDITIONAL INFORMATION

WASHINGTON STATE BAR # 40507

PHI DELTA PHI INTERNATIONAL LEGAL FRATERNITY

MEMBER, SOCIETY OF PETROLEUM ENGINEERS

Margaret C. Felts – Litigation Experience as Lead Technical Consultant and Expert

2018-2019

Sonoco Pipeline Leak. CLIENT: Private Law Firm

2016-2018

PG&E GENERAL RATE CASE, FERC DOCKET NO. ER16-2320-000. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE

SDG&E CPCN FOR PIPELINE RELIABILITY AND SAFETY PROJECT APPLICATION 15-09-013. CLIENT: UCAN

2014 – 2016

USA v. PG&E COMPANY CASE NO. 14-CR-00175

2013. SAN BRUNO PIPELINE EXPLOSION CRIMINAL CASE. CLIENT: DEPARTMENT OF JUSTICE

APPLICATION NO. 1608617, PROCEEDING ID NO. 1995 ATCO PIPELINES – URBAN PIPELINE REPLACEMENT PROJECT. REVIEW OF PIPELINE RECORDS. CLIENT: ATCO

2011-Present

ORDER INSTITUTING INVESTIGATION (OII) I.11-02-016 ON THE COMMISSION'S OWN MOTION INTO THE OPERATIONS AND PRACTICES OF PACIFIC GAS AND ELECTRIC COMPANY WITH RESPECT TO FACILITIES RECORDS FOR ITS NATURAL GAS TRANSMISSION SYSTEM PIPELINES. RELATED TO THE SAN BRUNO PIPELINE EXPLOSION. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, CONSUMER PROTECTION & SAFETY DIVISION

2005-2007

LODI GROUND WATER CONTAMINATION Investigation into groundwater contamination by dry cleaners. CLIENT: LAW FIRMS REPRESENTING LLOYDS OF LONDON INSURANCE COMPANIES, INSURANCE DEFENSE

2000-2002

CALIFORNIA ENERGY CRISES REVIEW OF EVIDENCE OBTAINED FROM ENERGY COMPANIES AND CAISO RELATED TO COMPANY OPERATIONS, CAISO PROTOCOLS AND RESULTING ROLLING BLACKOUTS. DETERMINATION OF CHAIN OF EVENTS, CAUSATION, AND IDENTIFICATION OF KEY ACTORS. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE

ENRON INVESTIGATION REVIEW OF EVIDENCE OBTAINED FROM ENRON REGARDING COMPANY OPERATIONS, AFFILIATES, INTERNAL MANAGEMENT DECISIONS, AND IMPACT ON GAS AND ELECTRIC MARKETS. DETERMINATION OF ENRON'S PARTICIPATION IN CHAIN OF EVENTS AND IDENTIFICATION OF RESPONSIBLE PERSONS. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE

PG&E BANKRUPTCY. REVIEW OF DATA PROVIDED BY THE COMMISSION IN LIGHT OF FINDINGS IN ENERGY CRISIS AND RELATED INVESTIGATIONS. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE

PLAYA DEL REY GAS STORAGE INTEGRITY, SOCAL EDISON. RESEARCH AND EVALUATION OF DATA RELATED TO THE OPERATIONS, MAINTENANCE AND INTEGRITY OF THE PLAYA DEL REY GAS STORAGE FACILITY, AND THE PROPOSED SALE OF SURFACE PROPERTY. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, DIVISION OF RATEPAYER ADVOCATES

2001-2002

BELMONT PROPERTIES. ENVIRONMENTAL REVIEW OF PROPERTIES. CLIENT: ROPERS ENVIRONMENTAL, DEFENSE

THREE SISTERS RANCH CLIENTS: DUANE MORRIS & TED HANIG LAW FIRMS, ENVIRONMENTAL DEFENSE

AEROJET & LOCKHEED CASES CLIENTS: MORRIS POLICH & PURLLY BERKES CRANE ROBINSON & SEAL LLP, INSURANCE DEFENSE

PG&E POWER OUTAGE, SAN FRANCISCO CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, DIVISION OF RATEPAYER ADVOCATES

SPECIAL INVESTIGATION INTO DOWNED PG&E POWER LINE RESULTING IN DEATH. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE, DIVISION OF RATEPAYER ADVOCATES

1998-2000

RAYTHEON GROUND WATER CONTAMINATION LAW FIRMS REPRESENTING LLOYDS OF LONDON INSURANCE COMPANIES, INSURANCE DEFENSE

1998-1999

INVESTIGATION INTO THE TREE TRIMMING PRACTICES OF PG&E. REVIEW OF PG&E TREE TRIMMING AND POLE MAINTENANCE RECORDS FOR COMPLIANCE WITH GO 95. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE, DIV. OF RATEPAYER ADVOCATES

APPLICATION OF SoCalGas COMPANY TO SELL ITS STORAGE FIELD IN MONTEBELLO, CA PURSUANT TO PU CODE SEC 851. APPLICATION 98-01-015. EVALUATION OF TECHNICAL DATA RELATED TO THE INTEGRITY OF THE MONTEBELLO GAS STORAGE FIELD. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, LEGAL OFFICE, DIV. OF RATEPAYER ADVOCATES

1997 -2002

SKINNER V. ARCO CLIENTS: TERRY LUMSDEN LAW FIRM KELLER ROHRBACK, LLP, CLASS ACTION RE CONTAMINATED FUEL OIL, PLAINTIFF

1996-1997

SO CAL GAS V. ASSOCIATED ELECTRIC GAS INSURANCE COS. CONTAMINATION CLIENT: HANCOCK, ROTHERT & BUNSHOFT, SF INSURANCE DEFENSE

1997 -1998

APPLICATION OF SOUTHERN CA EDISON COMPANY FOR APPROVAL OF TERMINATION AGREEMENTS. A.97-12-043. INVESTIGATION INTO THE CIRCUMSTANCES SURROUNDING THE SCE BUYOUT OF THE DIXIE VALLEY POWER PARTNERSHIP CONTRACT. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION LEGAL OFFICE, DIV. OF RATEPAYER ADVOCATES

EXXON V. INA, SUPERFUND CLEANUP CLAIMS. SOIL AND GROUNDWATER CONTAMINATION CLIENT: HANCOCK, ROTHERT & BUNSHOFT, SF INSURANCE DEFENSE

1996-2000

PROCTOR V. LOCKHEED. SOIL AND GROUNDWATER CONTAMINATION CLIENTS: LAW FIRMS REPRESENTING LLOYDS OF LONDON INSURANCE COMPANIES, PLAINTIFF

Margaret C. Felts – Litigation Experience as Lead Technical Consultant and Expert

1993

TOOLEY OIL V. SNIDER. CONTAMINATION CASE. CLIENT: NAGLEY & MEREDITH, INC., PLAINTIFF

CLAYTON RD. ASSO INC. V. TEXACO REFINING & MARKETING INC. CONTAMINATION. CLIENT: NED ROBINSON, PLAINTIFF

WALSH V. DIABLO MARINE. EXPOSURE TO TOXIC SUBSTANCES. CLIENT: TURNER, HUGUET, BRANS & ADAMS, PLAINTIFF

TASSAJARA NURSERY V. INSURANCE CO. DIESEL SPILL AND PROPERTY CONTAMINATION. CLIENT: NELSON, WARNLOF & VENCILL INSURANCE DEFENSE

1992

WISE/WILLIAMS V. BECHTEL. TORT CASE FOR INJURIES RESULTING FROM MOHAVE POWER PLANT INCIDENT. CLIENT: POTTER LAW OFFICE, PLAINTIFF

PACHECO PROPERTIES V. CHEVRON PIPELINE. CLIENT: TURNER, HUGUET, BRANS & ADAMS, LEAKING PIPELINE, PLAINTIFF

NEVADA POWER V. STATE OF NEVADA. INVESTIGATION OF THE MAINTENANCE AND OPERATING PRACTICES, SAFETY STANDARDS AND THE REASONABLENESS OF COSTS INCURRED FROM THE MOHAVE COAL PLANT ACCIDENT. OII 86-04-002 RELATED TO MOHAVE PLANT INCIDENT. CLIENT: STATE OF NEVADA ATTORNEY GENERAL OFFICE OF ADVOCATE CUSTOMERS OF THE PUBLIC UTILITIES COMMISSION, PLAINTIFF

1991-1993

PG&E APPLICATION RE HELMS PUMPED STORAGE CLAIM. A. 91-08-061. POWER PLANT STARTUP FAILURE. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, DIVISION OF RATEPAYER ADVOCATES

1991

SALLE V. RUDD, ET AL GROUNDWATER CONTAMINATION. CLIENT: KLAUSCHIE & SHANNON, INSURANCE DEFENSE

1990

AEROJET GENERAL CORP, ET AL V. ARGONAUT INSURANCE CO., ET AL CLIENT: GROUNDWATER CONTAMINATION. HANCOCK, ROTHERT & BUNSHOFT, SF INSURANCE DEFENSE

1988 -1992

CALIFORNIA PUBLIC UTILITIES COMMISSION INVESTIGATION ON THE REHEAT STEAM PIPE FAILURE AT THE MOHAVE GENERATING STATION ON JUNE 9, 1985. I.86-04-007. INVESTIGATION OF HIGH PRESSURE STEAM PIPE EXPLOSION RESULTING IN MULTIPLE DEATHS AND INJURIES. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, DIVISION OF RATEPAYER ADVOCATES

1987-1988

SOCALGAS APPLICATION - CONTRACT BUYOUT RE MONTEREY LAND PARK LANDFILL GAS (OPERATING INDUSTRIES) SALE OF LANDFILL GAS TO GAS TRANSMISSION FOR DISTRIBUTION TO CONSUMERS CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION, DIVISION OF RATEPAYER ADVOCATES

1986

SOCALGAS V. FORD, BACON & DAVIS CLIENT: RELATED TO POPCO CASE. LAW FIRM REPRESENTING FORD, BACON & DAVIS, PLAINTIFF

1985

US OF A BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION RE PACIFIC OFFSHORE PIPELINE COMPANY, FERC DOCKET NO. RP85-34-000 CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION

1983 -1985

SOCALGAS, APP NO. 84-09-022 RE PACIFIC OFFSHORE PIPELINE COMPANY (POPCO) GAS TREATMENT PLANT. STARTUP FAILURE RESULTING IN RELEASE OF H2S FROM GAS TRANSMISSION PIPELINE. CLIENT: CALIFORNIA PUBLIC UTILITIES COMMISSION DIVISION OF RATEPAYER ADVOCATES