

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation on the Commission's Own Motion into the California's One Million New Internet Users Coalition's Misuse of California Advanced Services Fund Grant Funds; and Order to Show Cause Why the Commission Should Not Impose Penalties and/or Other Remedies for Violating Terms of Their Grant and for Refusing to Return Funds Previously Demanded by the Commission's Division.

Investigation 18-07-009

**COMMUNITY UNION, INC.'S MOTION FOR AN EXTENSION OF TIME ON DISCOVERY FROM
ADMINISTRATIVE LAW JUDGE'S EMAIL RULING JUNE 30, 2020 UPDATING THE SCHEDULE**

Pursuant to Rule 11.6 of the Rules of Practice and Procedure of the California Public Utilities Commission (CPUC), Community Union, Inc. respectfully makes a *Motion for an Extension of Time on Discovery* (Motion).

By this Motion, Community Union respectfully requests the ALJ extend the time for Discovery on this matter. Community Union recognizes CPED filed on July 23, 2020 a Law and Motion on Discovery. Community Union's response to said motion may be duplicative to the information in support of this request to extend time for Discovery, but are compelled to ask for extended time for Discovery on its own motion as CPED has completely mischaracterized the stated events in their law and motion request. CPED wholly discounts their massive breach of confidentiality, downplaying the breach of confidentiality's impact by suggesting, without substantiation, that Community Union is somehow benefitting from this fantasy of delay tactics CPED is imagining Community Union is somehow - by design - employing in this matter.

Community Union respectfully reminds the ALJ that there are three (3) extenuating circumstances that are chronic, unavoidable and unprecedented as it relates to our ability to participate in this proceeding and has negatively impacted Community Union's due process rights. The rules and laws governing this proceeding are specifically designed to manage billion dollar utility institutions. Community Union is a small nonprofit corporation.

First, Community Union is under extreme financial hardship. Our primary line of business serving schools and the parents of children they serve via technology training - has ceased. School closures are common knowledge. As of April 2020 schools in California have been closed. Contrary to Ms. Baldwin's empty accusations of "delay tactics", Community Union is simply out of money and is not being paid to represent itself in this proceeding. Every minute on this very complicated matter before the CPUC is a minute away from pulling together fiscal resources needed for basic survival. As the President of Community Union, I am not drawing a salary as there are no resources to draw a salary from. Expenses like copying, printing, Internet access, keeping the lights on and a roof over our head are barely within our financial reach. Add to these challenges of extremely limited resources the obligation

of countless hours needed to sort through 1,000's of emails to provide to CPED who says "just give us every email" in their data request. Hypocritically, Ms. Baldwin simultaneously states in her law and motion filed by CPED yesterday, that the same demand made by Community Union to give us all emails from Communications Division "is too broad". Ms. Baldwin may be simply cutting and pasting paragraphs from past proceedings with major utility companies, but her contentions in her July 23rd law and motion filing serve to contradict her very own positions relative to data requests on emails. Unlike Ms. Baldwin and the entire CPED team – Community Union is not supported by the state of California with a guaranteed salary and access to abundant resources to engage in this proceeding. Community Union does not have the deep pockets of a billion dollar institution like the CPUC or the utility companies to which CPED is accustomed to engaging in these proceedings. Community Union, given its very limited financial resources is doing the very best that it can and in no way at anytime has reason to employ a "delay tactic". It is a mystery to us what CPED believes we gain by missing deadlines; we do not understand the logic of how unintentionally missing deadlines, benefits Community Union.

Second, Community Union is *pro se* in this matter, not because we believe - as the saying goes, "having a fool for a client" is a better strategy, but because this matter is for so little money (\$80,000 that Community Union is attempting to recoup from CASF for work completed on the contract). We have been told from attorneys we have sought that the cost of the forensics alone in this matter would be \$80,000. With absolutely no legal representation in this matter, Community Union must spend countless hours researching – for example, recourse for CPED's breach of confidentiality in disclosing personal information on clients and consultants, to include social security numbers, home addresses, schools children attended, phone numbers, private demographic information of clients served, etc. With callous disregard for her error, Ms. Baldwin claims that only one person accessed the confidential information sent in "error". That person has been identified as Mr. Blum whom Community Union has identified via emails obtained through Discovery, is writing half-truths to undermine our reputation and work completed under the CASF contract. Community Union has spent countless hours researching proper procedure to protect the confidential information CPED seeks in their data request. We believe we have found a template confidentiality agreement that would serve to protect the personal information of clients and consultants participating in the CASF contract. Community Union has included the proposed Agreement as Exhibit A and A1, herein. Given Ms. Baldwin's history in confidentiality challenges we are hopeful she and her team will sign the agreement so that we may move forward with Discovery disclosures. Again, we are not represented by counsel, and mean no disrespect to the orders

of the ALJ schedule but are left with doing the very best we, as laypersons, can to protect confidential and privileged information CPED seeks us to disclose.

Third, this matter is **unprecedented** to the CPUC and the State of California. To our knowledge, never before has CPUC via CPED attempted to bully a small non-profit corporation into silence for the success and advocacy of broadband adoption they have achieved. Community Union does not have access to the 6 person team Ms. Baldwin does. We do not have the resources of a billion dollar institution as does Ms. Baldwin and the CPED team. The CPUC rules and procedures at every level do not consider hauling small (budgets under \$50K) nonprofit corporations into complicated investigations and proceedings costing both sides hundreds of thousands of dollars - designed to manage issues of giant utility institutions. The CPUC President at the time, Mr. Michael Picker, stated during a small group meeting hosted by the Greenlining Institute in 2015: "I am not sure the best place to manage CASF is the CPUC". Community Union agrees with Mr. Picker's assessment made during this meeting. Community Union's right to due process is institutionally prejudiced by the mere design of the rules and proceedings of the CPUC. It is for this reason Community Union has requested extensions of time on many of the deadlines set forth by the ALJ. We are being asked to act as a well financed, sufficiently represented multi-billion dollar institution would be expected to act. Community Union understands the ALJ's frustration with the chronic missing of deadlines and profusely apologizes, but are simply outmatched, underfunded, and intent in proving all work was completed under the Work Plan and as such CPUC made an error by not meeting its contractual obligation to pay \$80,000 due to the California One Million NIU Coalition for services rendered.

The institutional racism exemplified by Mr. Wullenjohn of the Communications Division is how this matter was started. The collusion (either planned or unplanned) between Mr. Prasad of the SCO's office and Ms. Devla Singh of the CD's office – led them both to unsubstantiated conclusions that violated simple logic. Why would an entity (Community Union) who has dedicated 25 years to serving community, suddenly – and in contradiction to those 25 years of service - under this CASF contract, attempt to short-change the very people they are committed to serving? The answer is institutional racism. We cannot imagine Mr. Prasad and Ms. Singh colluding to the extent they did if our organization was run by a white man or lady. But because it's the Mexican man or the Korean lady – we are automatically suspected to be guilty before proven innocent. Mr. Wullenjohn was filled with glee in the halls of the CPUC headquarters after a meeting he and I attended. Literally hugging the audit report, Mr. Wullenjohn said with glee in his eyes: "I have everything I need in this report."

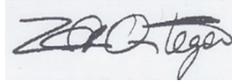
Finally, by utter coincidence or just more “tail wagging the dog” policy influence by the very industry CPUC is charged to regulate, CPUC Commissioner Clifford Rechtschaffen is the presiding commissioner for the CPUC on this matter. On the face of it, there would seem to be a disqualifying conflict of interest the CPUC Commissioner Clifford Rechtschaffen has presiding over this matter. On August 3, 2016 Community Union sent an email to Mr. Rechtschaffen (Exhibit B) while he was still in Governor Brown's office and before he was appointed to the CPUC Commission. The contents of the email essentially represented Community Union's disclosure - at length - our claim of racism we felt was being exhibited by Mr. Wullenjohn and the CD's office. We shared with Mr. Rechtschaffen, while he was still with the Governor's Office, via this email the unfairness, biased, "klan-like" behavior certain individuals within the CPUC staff were exacting on our organization. We are in the process of researching how to remove Mr. Rechtschaffen from presiding over this matter. From Community Union's point of view, seeking Mr. Rechtschaffen's assistance in this matter ahead of him being assigned by the CPUC to preside over this matter, violates our due process to fair and impartial hearing. Community Union disclosed all the personal and confidential facts of the matter prior to Mr. Rechtschaffen's CPUC appointment and believe it is akin to a defendant in a criminal proceeding going to an attorney and confiding all the material and confidential facts of a case, wherein this same attorney would later be assigned the DA to prosecute the matter. Mr. Rechtschaffen in adding to the OII the additional charge of violating the ALJ's Order to Compel on Discovery shows prejudice as it excludes key facts such as those outlined herein this motion regarding the extenuating circumstances Community Union is facing in meeting the deadlines set forth by the ALJ.

We are asking the ALJ to use a factor of 2(two) as a matter of somewhat leveling the playing field of this matter. For example, if the ALJ sets a deadline of one week – using rules and procedures designed to manage billion dollar institutions and their well paid lawyers, for the purposes of this proceeding we ask the ALJ to double that time to two weeks – giving Community Union one week to research and prepare and one week to execute its filings and responses.

It is our opinion that Other Parties will not be effected by this in that consideration should be given recognizing this is a unprecedented matter in which there are extenuating circumstances and consideration of additional time to research and prepare does not prejudice the timing to the Other Parties.

For the foregoing reasons, Community Union respectfully request ALJ Zhang grant the Motion and extend the time for Discovery.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Larry Ortega", is centered below the text "Respectfully submitted,".

By: Larry Ortega
For Community Union, Inc.
PO Box 364,
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Dated: July 24, 2020