

ON BEHALF OF AVISTA CORPORATION

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ON BEHALF OF HYDRO ONE LIMITED

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE JOINT)
APPLICATION OF HYDRO ONE LIMITED) CASE NO. AVU-E-17-09
(ACTING THROUGH ITS INDIRECT) CASE NO. AVU-G-17-05
SUBSIDIARY, OLYMPUS EQUITY LLC))
AND)
AVISTA CORPORATION) DIRECT TESTIMONY
FOR AN ORDER AUTHORIZING PROPOSED) OF
TRANSACTION) KEVIN J. CHRISTIE

FOR AVISTA CORPORATION

(ELECTRIC AND NATURAL GAS)

1 I. INTRODUCTION

2 Q. Please state your name, employer and business
3 address.

4 A. My name is Kevin Christie and I am employed as the
5 Vice President of Customer Solutions for Avista Utilities, at
6 1411 East Mission Avenue, Spokane, Washington.

7 Q. Would you briefly describe your educational
8 background and professional experience?

9 A. Yes. I graduated from Washington State University
10 with a Bachelor's Degree in Business Administration with an
11 accounting emphasis. I have also attended the University of
12 Idaho Utility Executive Course and the Finance for Senior
13 Executives program at Harvard Business School.

14 I joined the Company in 2005 as the Manager of Natural Gas
15 Planning. In 2007, I was appointed the Director of Gas Supply,
16 then in 2012 I was appointed as the Senior Director of Finance.
17 In 2014 I was appointed to Senior Director of Customer Solutions
18 and in 2015 I was appointed to my current position of Vice
19 President of Customer Solutions.

20 Prior to joining Avista, I was employed by Gas Transmission
21 Northwest (GTN). I was employed by GTN from 2001 to 2005 and
22 was the Director of Pipeline Marketing and Development from
23 2003 to 2005 and the Director of Pricing and Business Analysis

1 from 2001 to 2003. From 2000 to 2001, I was employed by PG&E
2 Corporation (PG&E) as the Manager of Finance and Assistant to
3 the SVP, Treasurer and CFO. Before joining PG&E, I was employed
4 by Pacific Gas Transmission Company (PGT) from 1994 to 2000.
5 While at PGT, I held several positions including Manager,
6 Pricing and Business Analysis and, Director of Regulatory
7 Affairs.

8 **Q. What is the scope of your testimony?**

9 A. I will provide an overview of the Company's Customer
10 Solutions organization, our Customer Service and support
11 programs, and what we are doing to meet our evolving customer
12 expectations. I will also explain certain commitments proposed
13 by Avista and Hydro One (hereafter jointly referred to as "Joint
14 Applicants") as part of the companies' request for approval of
15 the Proposed Transaction. I will explain why this Proposed
16 Transaction will provide the opportunity to preserve and
17 enhance customer service; and in that regard Hydro One stands
18 behind Avista to maintain and improve customer service.

19 A table of the contents for my testimony is as follows:

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1 **II. OVERVIEW OF AVISTA'S CUSTOMER SOLUTIONS OPERATIONS**

2 **Q. Before discussing the specifics of the Proposed**
3 **Transaction, and how the Transaction will affect Avista, please**
4 **provide a brief overview of Avista's current Customer Solutions**
5 **operations.**

6 A. Avista's Customer Solutions organization is comprised
7 of customer-facing departments - i.e., those that work directly
8 with our customers. Our organization supports the Company's
9 378,000 electric and 342,000 natural gas customers (as of June
10 30, 2017) of which, 129,000 and 81,000 respectively, were Idaho
11 customers. Our team is committed to anticipating, developing,
12 and implementing innovative and engaging solutions that meet
13 our customers' needs and expectations. In addition, we are
14 continually monitoring trends in the utility industry in order
15 to be proactive in providing our customers with solutions they
16 may be interested in. Lastly, we have renewed and enhanced our
17 emphasis in creating a feedback loop with our customers. For
18 example, we have been testing self-service technology with
19 customers, have used a social media panel for testing ideas, as
20 well as surveying customers on programs they have participated
21 in, like our small business energy efficiency program.

1 **Q. Please provide an overview of the departments within**
2 **the Customer Solutions organization that interact with Avista's**
3 **customers.**

4 A. The following are the primary departments that
5 interact with our customers:

6 **Customer Service:** The Customer Service department is the
7 primary interface between the Company and its customers,
8 including areas such as meter reading, billing, and the
9 call center.

10 **Community Outreach and Energy Assistance:** The Community
11 Outreach and Energy Assistance department is responsible
12 for delivering and administering energy assistance
13 programs that reduce the energy burden for our low income
14 and vulnerable customers. In addition, the department is
15 responsible for offering energy conservation and education
16 to low-income customers.
17

18 **Energy Efficiency:** The Energy Efficiency department is
19 responsible for delivering the Company's electric and
20 natural gas energy efficiency programs. Its primary goal
21 is to meet or exceed the annual kWh and therm savings goals
22 in both the Company's Idaho and Washington jurisdictions.
23 Our natural gas energy efficiency programs in Oregon are
24 delivered by the Energy Trust of Oregon (ETO). In addition
25 to delivering programs to reach the Company's savings
26 goals, the Energy Efficiency department also provides
27 tools and education to help customers control their energy
28 costs and reduce their energy "footprint."
29

30 **External Communications:** The External Communications
31 department is responsible for customer communications and
32 for the Company's external facing technologies, which
33 include the Company's website and mobile applications.
34

35 **Products and Services:** The Products and Services
36 department is responsible for delivering new products and
37 services that our customers desire. Through engagement
38 and customer research, the department is focused on
39 delivering solutions that meet our customers' evolving
40 needs and expectations.
41

1 All of these departments and the roles they serve will
2 remain in place following the closing of the Proposed
3 Transactions and, as I will explain later in my testimony,
4 following the closing of the Proposed Transaction Avista will
5 have increased opportunities and resources to serve our
6 customers and our local communities.

7
8
9

III. CUSTOMER SERVICE & SUPPORT PROGRAMS

10 **Q. Please describe Avista's Customer Service department.**

11 A. Avista's Customer Service department is the primary
12 interface between the Company and its customers and includes
13 Meter Reading, Billing, Credit and Collections, and the Call
14 Center. In 2016, the Call Center answered 726,644 calls and
15 fielded 66,124 emails and electronic communications from
16 customers across the Company's three jurisdictions: Idaho,
17 Washington, and Oregon.¹

18 Avista has service centers located in Coeur d'Alene,
19 Idaho; Lewiston, Idaho and Spokane, Washington that are
20 networked together to operate as a single Call Center supporting
21 Avista's customers. Each employee is trained in their role to

¹ The Call Center and many of our other customer support programs also serve our approximately 30 retail electric customers in Western Montana. Avista's electric service in Juneau, Alaska, through Alaska Electric Light and Power Company (AEL&P), operates independently of Avista Utilities. Customer service is provided by AEL&P employees in Juneau, Alaska.

1 work with customer accounts or take phone calls from customers
2 in all three of the Company's jurisdictions. All customer phone
3 calls come in through a single number, 1-800-227-9187, and are
4 answered by the next available representative, regardless of
5 where the customer is located.

6 Our Voice of the Customer (VOC) results for the first
7 quarter in 2017 show that 95% of our customers in our Idaho,
8 Washington and Oregon operating divisions that had contact with
9 Avista's Call Center were satisfied or very satisfied with the
10 service they received.

11 **Q. What customer support programs does Avista provide**
12 **for its customers in Idaho?**

13 A. Avista offers a number of programs for its Idaho
14 customers, such as Project Share for emergency assistance to
15 customers, a Customer Assistance Referral and Evaluation
16 Service (CARES) program, senior programs, level pay plans, and
17 payment arrangements. Through these programs, the Company
18 works to ease the burden of energy costs for customers that
19 have the greatest need.

20 To assist our customers in their ability to pay, the
21 Company focuses on actions and programs in four primary areas:
22 1) low income and senior outreach programs; 2) energy efficiency
23 and energy conservation education; and 3) support of community

1 programs that increase customers' ability to pay basic costs of
2 living.

3 **Q. Please briefly describe Project Share.**

4 A. Project Share is a community-funded program Avista
5 sponsors to provide one-time emergency support to families
6 and/or individuals where Avista provides service. Avista
7 customers and shareholders help support the fund with voluntary
8 contributions that are distributed through local community
9 action agencies to customers in need. Grants are available to
10 those in need, without regard to their heating source, and the
11 recipients are not required to be Avista electric or natural
12 gas customers.

13 **Q. What other tools does the Company offer to assist**
14 **customers in managing their bills?**

15 A. Bill assistance is available through LIHEAP, and
16 Project Share, the Company offers many billing options to make
17 it easier for customers to manage their bills. Choices
18 available to customers include Comfort Level Billing², flexible
19 payment plans or arrangements, and preferred due dates. One of
20 the goals of our Customer Service department is to provide tools

² Comfort Level Billing (CLB) is a "payment plan" designed to average the bills over 12 months. It levels out the seasonal highs and lows to one level payment all year. It is based on the previous 12 months of billed usage.

1 and options to customers to help them manage their bills before
2 they face a financial hardship or crisis.

3 By accessing their account online, customers can utilize
4 our Bill Analyzer tool, which helps them compare their usage to
5 prior months or years, as well as understand the key driving
6 factors in any usage increases, such as weather, billing days,
7 rate changes, and increased or decreased usage. Customers can
8 also access our Home Energy Analyzer tool, and complete a survey
9 about their specific usage to help fine tune suggestions for
10 energy savings and management.

11 **Q. Please summarize Avista's Customer Assistance**
12 **Referral and Evaluation Services (CARES) program.**

13 A. In Idaho, Avista is currently working with 725
14 special needs customers and 55 life-support customers in the
15 CARES program. Specially-trained representatives provide
16 referrals to area agencies and churches for customers with
17 special needs for help with housing, utilities, medical
18 assistance, etc. One of the benefits we have in utilizing CARES
19 representatives is the ability to evaluate each customer, based
20 on their specific need, and to educate them on what assistance
21 is available within the community. A goal of the program is to
22 enable customers to manage not only their Avista bill, but other
23 bills and needs as well.

1 **Q. Does the Company perform any other outreach to its**
2 **customers?**

3 A. Yes. The following are examples of outreach programs
4 that are available to customers:

5 **1. Senior and Low-Income Outreach:** Avista has developed
6 specific outreach efforts to reach our more vulnerable
7 fixed and low-income customers (with special emphasis
8 on seniors and disabled customers) with bill payment
9 assistance and energy efficiency information that
10 emphasizes comfort and safety. Avista accomplishes this
11 outreach mainly through Energy Workshops. During 2016,
12 22 workshops were conducted reaching nearly 619 seniors
13 and low-income individuals. All workshop participants
14 were given Home Energy Efficiency kits along with tips
15 for low-cost/no-cost ways to manage energy use. Each
16 kit contains energy-saving items such as LED light
17 bulbs, plastic window covering, draft stoppers for
18 exterior light switches and outlets, v-seal for drafty
19 doors and a polar fleece lap blanket. The Company also
20 conducts general outreach in partnership with
21 organizations that are in contact with vulnerable
22 individuals through resource fairs or in-home services.
23 General outreach partnerships reached 5,563 individuals
24 through 37 activities. Through all of these venues,
25 individuals are provided with information to
26 effectively manage their home energy use and the
27 Company's bill assistance programs.

28
29 **2. Senior Publications:** Avista has created a one-page
30 advertisement that has been placed in senior resource
31 directories and targeted senior publications to reach
32 seniors with information about bill payment options,
33 Avista CARES and energy assistance.

34
35 **3. Energy Fairs:** In 2016, Avista hosted one energy fair
36 in Cottonwood, Idaho which reached 45 customers. These
37 outreach events provide information and demonstrations
38 on energy assistance, energy efficiency and home
39 weatherization to limited income families and senior
40 citizens as well as provided an environment for
41 customers to learn about bill payment options and energy

1 assistance, while offering them tips and tools to use
2 to help manage their limited financial resources.
3
4

5 **IV. JOINT APPLICANTS' COMMITMENTS**

6 **Q. Have Avista and Hydro One offered commitments, as**
7 **part of their request for approval of the Proposed Transaction,**
8 **to ensure that Avista's customer service and customer support**
9 **is preserved and improved following the closing of the**
10 **transaction?**

11 A. Yes. As I have explained in my testimony above, Avista
12 has in place many programs and services designed to provide a
13 high level of customer service, customer satisfaction, and
14 support for our customers. Avista and Hydro One are offering a
15 number of commitments to ensure that Avista's customer service,
16 reliability, and other aspects of the way Avista currently does
17 business, is preserved and enhanced following the closing of
18 the transaction.

19 I am sponsoring Commitment Nos. 9-15 (Local
20 Presence/Community Involvement Commitments), 47-52
21 (Environmental, Renewable Energy, and Energy Efficiency
22 Commitments), and 53-55 (Community and Low-Income Assistance
23 Commitments).
24
25

1 Local Presence/Community Involvement

2 Q. For Commitment No. 9, "Avista's Headquarters", what
3 have the Joint Applicants committed to as a part of this
4 transaction?

5 A. Through Commitment No. 9, which is governed by the
6 Delegation of Authority in Exhibit B to the Merger Agreement,
7 Avista will maintain (a) its headquarters in Spokane,
8 Washington; (b) Avista's office locations in each of its other
9 service territories; and (c) no less of a significant presence
10 in the immediate location of each of such office locations than
11 what Avista and its subsidiaries maintained immediately prior
12 to completion of the Proposed Transaction.

13 Q. For Commitment No. 10, "Local Staffing", what have
14 the Joint Applicants committed to as a part of this transaction?

15 A. Through Commitment No. 10, which is governed by the
16 Delegation of Authority in the Merger Agreement, Avista will
17 maintain its staffing and presence in the communities in which
18 Avista operates at levels sufficient to maintain the provision
19 of safe and reliable service and cost-effective operations and
20 consistent with pre-acquisition levels.

21 Q. For Commitment No. 11, "Community Contributions",
22 what have the Joint Applicants committed to as a part of this
23 transaction?

1 A. Through Commitment No. 11, which is governed by the
2 Delegation of Authority in the Merger Agreement, Avista will
3 maintain a \$4,000,000 annual budget for charitable
4 contributions (funded by both Avista and the Avista
5 Foundation). This is an increase from Avista's average annual
6 contributions in recent years of approximately \$2.5 million per
7 year. In addition, a \$2.0 million annual contribution will be
8 made to the Avista Foundation.³ The Avista Foundation provides
9 funding to non-profit organizations addressing the needs of
10 communities and citizens served by Avista and AEL&P. The Avista
11 Foundation also includes a matching gifts program for employees
12 of Avista and AEL&P.

13 **Q. For Commitment No. 12, "Community Involvement", what**
14 **have the Joint Applicants committed to as a part of this**
15 **transaction?**

16 A. Through Commitment No. 12, which is governed by the
17 Delegation of Authority in the Merger Agreement, Avista will
18 maintain at least Avista's existing levels of community
19 involvement and support initiatives in its service territories.

³ The Avista Foundation was formed by Avista Corporation exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986. The Avista Foundation is overseen by an independent Board of Directors which manages the affairs, property and interests of the Foundation.

1 **Q. For Commitment No. 13, "Economic Development", what**
2 **have the Joint Applicants committed to as a part of this**
3 **transaction?**

4 A. Through Commitment No. 13, which is governed by the
5 Delegation of Authority in the Merger Agreement, Avista will
6 maintain at least Avista's existing levels of economic
7 development, including the ability of Avista to spend
8 operations and maintenance funds⁴ to support regional economic
9 development and related strategic opportunities in a manner
10 consistent with Avista's past practices.

11 **Q. For Commitment No. 14, "Membership Organizations",**
12 **what have the Joint Applicants committed to as a part of this**
13 **transaction?**

14 A. Through Commitment No. 14, which is governed by the
15 Delegation of Authority in the Merger Agreement, Avista will
16 maintain the dues paid by it to various industry trade groups
17 and membership organizations. These costs will continue to be
18 accounted for consistent with past practice. Under Avista's
19 current Regulatory Accounting Guidelines, a portion of these
20 dues are included in retail rates, and the remainder is recorded
21 "below-the-line" to a nonoperating account.

⁴ Operations and maintenance funds dedicated to economic development and non-utility strategic opportunities will be recorded "below-the-line" to a nonoperating account.

1 **Q. For Commitment No. 15, "Safety and Reliability**
2 **Standards and Service Quality Measures", what have the Joint**
3 **Applicants committed to as a part of this transaction?**

4 A. Through Commitment No. 15, which is governed by the
5 Delegation of Authority in the Merger Agreement, Avista will
6 maintain Avista's safety and reliability standards and policies
7 and service quality measures in a manner that is substantially
8 comparable to, or better than, those currently maintained.

9 **Q. What do these and other commitments suggest by way of**
10 **Avista's Local Presence and Community Involvement following the**
11 **closing of the Proposed Transaction?**

12 A. Following the closing, the communities Avista serves
13 will see increased charitable contributions and a continuation
14 of the strong support Avista provides in economic development
15 and innovation, which will result in benefits to the customers
16 and the communities Avista serves. They will see little or no
17 change in the day to day operations of Avista, as compared to
18 Avista's operations prior to the transaction.

19 The Company will continue to operate under the same Avista
20 name. Provisions of the Merger Agreement are designed to ensure
21 that Avista's culture and its way of doing business will
22 continue for the long-term.

23

1 Environmental, Renewable Energy, and Energy Efficiency

2 Q. For Commitment No. 47, "Renewable Portfolio Standard
3 Requirements", what have the Joint Applicants committed to as
4 a part of this transaction?

5 A. Hydro One acknowledges Avista's obligations under
6 applicable renewable portfolio standards, and Avista will
7 continue to comply with such obligations.

8 Q. For Commitment No. 48, "Renewable Energy Resources",
9 what have the Joint Applicants committed to as a part of this
10 transaction?

11 A. Avista will acquire all renewable energy resources
12 required by law and such other renewable energy resources as
13 may from time to time be deemed advisable in accordance with
14 Avista's integrated resource planning process and applicable
15 regulations.

16 Q. For Commitment No. 49, "Greenhouse Gas and Carbon
17 Initiative", what have the Joint Applicants committed to as a
18 part of this transaction?

19 A. Hydro One acknowledges Avista's Greenhouse Gas and
20 Carbon Initiatives contained in its current Integrated Resource
21 Plan, and Avista will continue to work with interested parties
22 on such initiatives.

1 **Q. For Commitment No. 50, "Green House Gas Inventory**
2 **Report", what have the Joint Applicants committed to as a part**
3 **of this transaction?**

4 A. Avista will report greenhouse gas emissions as
5 required. Avista began reporting greenhouse gas inventories to
6 the Oregon Department of Ecology and the Environmental
7 Protection Agency in 2011, and the Washington Department of
8 Ecology in 2012. Avista will continue to submit data for these
9 inventories. Greenhouse gas emissions have and will continue to
10 also be reported to customers through the annual Shared Value
11 Report.

12 **Q. For Commitment No. 51, "Efficiency Goals and**
13 **Objectives", what have the Joint Applicants committed to as a**
14 **part of this transaction?**

15 A. Hydro One acknowledges Avista's energy efficiency
16 goals and objectives set forth in Avista's 2017 Integrated
17 Resource Plan and other plans, and Avista will continue its
18 ongoing collaborative efforts to expand and enhance them.

19 Avista has continuously offered energy efficiency services
20 since 1978. This is the twenty-third year of the Demand Side
21 Management (DSM) tariff rider, a distribution charge to fund
22 DSM that is now replicated in many other states. The Company's
23 programs are based on providing a financial incentive, or

1 "rebate," for cost-effective efficiency measures with a simple
2 payback less than fifteen years. This includes approximately
3 300 measures that are packaged into about 30 programs for
4 customer convenience. The Company's programs are delivered
5 across a full customer spectrum. Virtually all customers have
6 had the opportunity to participate and many have directly
7 benefited from the program offerings. All customers have
8 benefited through enhanced resource cost-efficiencies as a
9 result of this portfolio approach.

10 **Q. For Commitment No. 52, "Optional Renewable Power**
11 **Rate", what have the Joint Applicants committed to as a part of**
12 **this transaction?**

13 A. Avista will continue to offer renewable power
14 programs in consultation with stakeholders. Customers may apply
15 for interconnection with the Company and receive certification
16 of their renewable energy system through a Program
17 Administrator.⁵ Upon approval of completion of installation of
18 a qualifying renewable energy system and meeting
19 interconnection standards, the customer's generation will be
20 interconnected and measured by the Company. Generation
21 incentive payments are based on a fiscal year of July 1st of one

⁵ The Company's Program Administrator is the Washington State University Extension Energy Program.

1 year through June 30th of the following year. Incentive payments
2 are made to eligible customers, as determined by the Program
3 Administrator.

4 **Community and Low-Income Assistance Commitments**

5 **Q. For Commitment No. 53, "Community Contributions",**
6 **what have the Joint Applicants committed to as a part of this**
7 **transaction?**

8 A. A one-time \$7,000,000 initial contribution to
9 Avista's charitable foundation (Avista Foundation) will be made
10 at or promptly following closing. This represents a significant
11 increase to the Foundation. This contribution will increase
12 the balance from the current level of approximately \$9.2 million
13 to \$16.2 million. In addition, as indicated earlier, following
14 the closing of the Proposed Transaction, there will be a \$2.0
15 million annual contribution to the Avista Foundation. As I
16 explained earlier, the Avista Foundation is a community
17 investment program of Avista, which provides funding to non-
18 profit organizations addressing the needs of communities and
19 citizens served by Avista.

20 **Q. For Commitment No. 54, "Low-Income Energy Efficiency**
21 **Funding", what have the Joint Applicants committed to as a part**
22 **of this transaction?**

1 A. Avista will continue to work with its advisory groups
2 on the appropriate level of funding for low income energy
3 efficiency programs.

4 **Q. For Commitment No. 55, "Addressing Other Low-Income**
5 **Customer Issues", what have the Joint Applicants committed to**
6 **as a part of this transaction?**

7 A. Avista will continue to work with low-income agencies
8 to address other issues of low-income customers.

9 **Q. Please briefly summarize why this merger is a good**
10 **thing for Avista customers, particularly with regard to the**
11 **commitments you have sponsored.**

12 A. The proposed merger is designed such that following
13 the closing there will be little to no change in the operations
14 of Avista, and customers will see benefits that otherwise would
15 not occur. The transaction is not designed to target the
16 elimination of jobs, or cost cutting that may lead to a
17 deterioration of customer service, customer satisfaction,
18 safety, reliability, or a deterioration of charitable giving,
19 economic development or innovation in the communities Avista
20 serves. As discussed by Avista Witnesses Mr. Thies and Mr.
21 Ehrbar, Avista and Hydro One are proposing to flow through to
22 Avista's retail electric and natural gas customers in Idaho,
23 Washington and Oregon a financial benefit of at least \$31.5

1 million over a 10-year period, beginning at the time of the
2 merger closing. Moreover, as discussed by Avista Witness Mr.
3 Morris, customers will see additional benefits over time
4 associated with scale and collaboration, while avoiding the
5 risk of a potential subsequent acquisition by another party
6 that may not share Avista's culture and values. The communities
7 Avista serves will see increased charitable contributions and
8 a continuation of the strong support Avista provides in economic
9 development and innovation. Avista and Hydro One employees
10 will see increased opportunities as the two companies pursue
11 efficiencies and innovation through the sharing of technology,
12 best practices and business processes.

13 **Q. Does this conclude your pre-filed direct testimony?**

14 A. Yes.