

**PUBLIC UTILITIES COMMISSION**505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298**FILED**

05/09/25

12:51 PM

C2407011

May 9, 2025

**Agenda ID #23489
Alternate to Agenda ID #23485
Adjudicatory**

TO PARTIES OF RECORD IN CASE 24-07-011:

Enclosed are the proposed decision of Administrative Law Judge Garrett Toy and the alternate proposed decision of Commissioner John Reynolds. The proposed decision and the alternate proposed decision will not appear on the Commission's agenda sooner than 30 days from the date they are mailed.

Public Utilities (Pub. Util.) Code Section 311(e) requires that the alternate item be accompanied by a digest that clearly explains the substantive revisions to the proposed decision. The digest of the alternate proposed decision is attached.

When the Commission acts on these agenda items, it may adopt all or part of the decision as written, amend or modify them, or set them aside and prepare its own decision. Only when the Commission acts does the decision become binding on the parties.

Parties to the proceeding may file comments on the proposed decision and alternate decision as provided in Pub. Util. Code Sections 311(d)-(e) and in Article 14 of the Commission's Rules of Practice and Procedure (Rules), accessible on the Commission's website at www.cpuc.ca.gov. Pursuant to Rule 14.3, opening comments shall not exceed 15 pages.

Comments must be filed pursuant to Rule 1.13 and served in accordance with Rule 1.9 and Rule 1.10. Electronic copies of comments should be sent to Commissioner John Reynolds' advisor Andrew Klutey at

andrew.klutey@cpuc.ca.gov. The current service list for this proceeding is available on the Commission's website at www.cpsc.ca.gov.

/s/ MICHELLE COOKE
Michelle Cooke
Chief Administrative Law Judge

MLC:nd3
Attachment

Agenda ID #23489
Alternate to Agenda ID #23485
Adjudicatory

*DIGEST OF DIFFERENCES BETWEEN
THE PROPOSED DECISION OF ADMINISTRATIVE LAW JUDGE TOY
AND THE ALTERNATE PROPOSED DECISION OF
COMMISSIONER JOHN REYNOLDS*

Pursuant to Public Utilities Code Section 311(e), this is the digest of the substantive differences between the Proposed Decision of Administrative Law Judge (ALJ) Toy (mailed on May 9, 2025) and the Alternate Proposed Decision of Commissioner John Reynolds (also mailed on May 9, 2025).

The Proposed Decision grants Complainant's request for an extension to submit an application to receive service under the Net Energy Metering (NEM) 2.0 Tariff. The Proposed Decision highlights Pacific Gas and Electric Company's failure to provide Complainant with a functioning meter for over a year, leading to incorrect billing data that, according to the Complainant, led to him not seeking a solar installation.

The Alternate Proposed Decision denies the request for a NEM 2.0 extension, stating that such an extension would be against ratepayer interests and that Complainant's situation does not fall within the scope of the extension stated in Decision 22-12-056, the decision that instituted the sunset of NEM 2.0.

Decision ALTERNATE PROPOSED DECISION OF COMMISSIONER JOHN REYNOLDS (Mailed 5/9/2025)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

William White,

Complainant,

vs.

Pacific Gas and Electric Company
(U39E),

Defendant.

(ECP)
Case 24-07-011

**DECISION OF COMMISSIONER JOHN REYNOLDS
GRANTING COMPLAINT IN PART AND DENYING IN PART**

Summary

This decision partially grants Complainant’s request and directs a refund of Complainant’s bills from July 7, 2021, to August 1, 2023. Complainant’s bills were calculated during that time period via estimated charges. The refund shall be calculated using Complainant’s actual usage from August 2023 to July 2024, plus a ten percent reduction of usage. This decision denies all other requested relief, including Complainant’s request for an extension of the Net Energy Metering 2.0 deadline.

This proceeding is closed.

1. Factual and Procedural Background

The instant expedited complaint was filed on July 19, 2024, by William White (Complainant), electric customer of Pacific Gas and Electric Company (Defendant or PG&E). An amended complaint was filed on September 6, 2024 (Complaint). In the amended complaint, Complainant alleges that PG&E overbilled his residence by thousands of dollars from 2021 to 2023 by knowingly charging Complainant based on estimated usage when PG&E knew that his meter was non-functional. Complainant estimates that this occurred for 780 days, and that PG&E knew of the situation two weeks in. Complainant was unaware until July 2023. The Complaint further alleges that due to the estimated reading (unknown to him) Complainant did not pursue the installation of solar panels prior to the NEM 2.0 deadline, and therefore has resultant damages. Complainant also asks that steps be taken by PG&E to ensure that other customers are not similarly facing extended periods of estimated billing.

PG&E filed its Answer on September 27, 2024, stating that the Complaint did not allege violation of any law or tariff and that it should therefore be denied. PG&E stated that Complainant was billed based on estimated usage from May 17, 2021, to July 6, 2023, due to a non-communicative meter, and that it offered a bill credit of \$1,762, or 20 percent of the charges for the year prior to the replacement of the meter.

An Expedited Complaint Proceeding (ECP) Hearing was held on October 9, 2024, to hear parties' arguments.

2. Evidence and Submission of the Record

Complainant presented a number of exhibits at the expedited complaint hearing. The record was submitted as of the date of the Expedited Complaint hearing, on October 9, 2024.

3. Complainants' Arguments

It is not in dispute that PG&E knew of the faulty meter on Complainant's property, starting from May of 2021. A work order was created by PG&E on June 1, 2021, for the replacement of the meter. Pursuant to that work order, PG&E records show that an employee attempted to change the meter on July 20, 2021, but did not do so, due to a claim of the meter being locked behind a gate. Complainant states that PG&E then made no further attempts to notify him or fix the meter again, until it was fixed in August of 2023 after Complainant discovered the situation. For the duration of that period, PG&E utilized estimated usage to calculate Complainant's bill.

Complainant states that PG&E's reasoning for not conducting the meter replacement on July 20, 2021, a locked gate, is not likely to be true, given that Complainant has multiple people passing through that gate weekly, who have all stated that the gate has not been locked. Complainant provided pictures of the gate showing that no lock is on the gate.¹ Complainant also states he was home that whole day, and received no contact attempts either via phone or in-person. Regardless, Complainant states that PG&E should have scheduled another meter replacement in order to ensure that proper billing was occurring.

Complainant seeks a refund for all estimated charges made after July 20, 2021, as he states that PG&E Tariff Rule 9(c) does not allow billing for estimated usage unless PG&E is "unable to access and change the existing meter" and PG&E was able to change the meter during the duration of the estimated billing period. Complainant also states that on certain bills no notice was given that it

¹ Exhibit J001.

was an estimated bill, in violation of California Public Utilities Commission (Commission) Resolution G-3372.²

Complainant states that in addition to the foreseeable overcharging, Complainant was further injured as he did not pursue the installation of solar panels prior to the NEM 2.0 deadline due to the inaccurate billing. Complainant states that in summer of 2021, a number of energy efficiency upgrades were conducted at his home, with the goal of reducing electricity usage such that a solar panel system would be economically viable.³ Following those upgrades, Complainant contacted solar panel installers, and found that the upgrades had not resolved the issue,⁴ and therefore did not pursue the installation of solar panels prior to the Net Energy Metering (NEM) 2.0 deadline. Complainant shows that his actual usage for the year following the meter replacement was significantly lower than the estimated amount charged by PG&E.⁵ Complainant states that if he had known the actual amount of usage, he could have pursued solar panel installation prior to the sunset of NEM 2.0 and therefore seeks an extension of the deadline due to PG&E's failure to timely replace his meter.

Complainant also asks that the Commission direct PG&E to search its database for customers with extended periods of estimated billing and to resolve those issues, as well as direct PG&E to establish rules to prevent estimated usage billing beyond 90 days except in specific circumstances.⁶ At the hearing,

² Exhibit H001.

³ Complaint at 8-9.

⁴ Exhibit K006.

⁵ Exhibit H002 at 2.

⁶ Complaint at 156.

Complainant further alleged that PG&E altered dates and/or work order numbers to create an incident timeline more favorable to their position.

4. Pacific Gas and Electric Company Arguments

PG&E states that it attempted to fix the meter on July 21, 2021, but was unable to due to locked gate according to case notes. PG&E admits it did not subsequently make any attempt to fix the meter until August of 2023. At the hearings, PG&E stated that certain periods were not estimated billing and were in fact actual usage. PG&E also states that it offered Complainant a 20 percent reduction on bills for the year prior to the filing of the Complaint, or \$1,762.

PG&E also states that it has never received a net energy metering application from Complainant and is therefore unable to process one under the previous NEM 2.0 regime. PG&E states that any purported editing of work orders is simply due to the process of saving documents necessitated by the programs in which the documents are saved.

5. Analysis

The Public Utilities Act requires that “[a]ll complaints for damages resulting from a violation of any of the provisions of this part... shall... be filed with the commission... within two years from the time the cause of action accrues, and not after.” (Public Utilities (Pub. Util.) Code § 735.) The Complaint was filed in July of 2024, only one year after Complainant discovered the issue, which ran from May of 2022 to August of 2023. The Complaint is therefore compliant with Pub. Util. Code Section 735.⁷

It is undisputed that PG&E utilized estimated usage for Complainant’s bills for over two years, an extraordinary length of time. PG&E has not provided

⁷ All references to “Code” shall be to the Public Utilities Code.

any reasoning for this long time period. Such a length of time is seemingly in violation of PG&E's Tariff Rule 9(c) and is a billing error as defined by Tariff Rule 17.1. PG&E has also provided an insufficient response to Complainant's claim that the usage was inaccurate and high due to the energy efficiency upgrades installed early during the period. For that reason, PG&E's offer of a 20 percent discount for only half the period is insufficient. With regards to the bill refund, PG&E shall calculate Complainant's bills for the estimated usage period, starting in August of 2021 and ending in July of 2023, to match usage (as measured in kilowatt-hours) as recorded at Complainant's property from August 2023 to July 2024, with an additional ten percent reduction in usage for each month during the period to ensure that Complainant is not being overcharged.⁸

With regards to the request for an extension of the NEM 2.0 deadline, the Commission will not grant such relief. Decision (D.) 22-12-056 makes clear that the Commission no longer views the NEM 2.0 tariff as in the ratepayer interest, and to that end establishes a successor tariff, the Net Billing Tariff. Specifically, D.22-12-056 found that the NEM 2.0 tariff negatively impacts non-participant ratepayers and disproportionately harms low-income ratepayers.⁹ We find it improper to award damages to Complainant that are inconsistent with those findings and will harm low-income ratepayers for decades to come.

While D.22-12-056 does allow for extension of the NEM 2.0 tariff, that extension is only for "a customer with a late final application caused by utility

⁸ For example, PG&E shall calculate Complainant's August 2021 and 2022 bills as if his usage had been the same as in August of 2023, with a ten percent reduction.

⁹ D.22-12-056, Findings of Fact 4 and 7 at 207.

delay.”¹⁰ This extension language intended to forestall the possibility that customers would be harmed by a utility failing to process completed applications fast enough. However, Complainant did not file an application, so the extension language of D.22-12-056 does not apply here. Furthermore, Complainant’s claim that he would have filed an application, but for the overbilling, is speculative and unconvincing. For these reasons, Complainant’s request for relief in the form of a NEM 2.0 deadline extension is denied. If Complainant wishes to install rooftop solar, he may do so under the Net Billing Tariff, as established by D.22-12-056.

Regarding Complainant’s request for other relief, such relief is not available within the expedited complaint proceeding process.¹¹ As for Complainant’s claim for damages and request to reverse all charges during the relevant time period, the “Commission has uniformly held that it has no jurisdiction to award damages as opposed to reparations.” (*PT&T Co.*, 72 CPUC 505, 509 (1971)) (citing *Jones v. PT&T Co.*, 61 CPUC 674 (1963)). It is also unnecessary to address Complainant’s claim of fraud. However, PG&E is encouraged to take steps to ensure other customers are not being unduly burdened by excessively long periods of estimated billing.

¹⁰ D.22-12-056 at 200. The decision defines the application date as: “[T]he submission date of an application that is free of major deficiencies and includes a complete application, a single-line diagram, and, as applicable, a properly executed contract, a California Contractors License Board Solar Energy System Disclosure Document, a signed California Solar Consumer Protection Guide, e-signature verification document/audit trail and oversizing attestation (if applicable).” (*Id.* at 196.)

¹¹ See Rule 4.1(b) of the Commission’s Rules of Practice and Procedure (Rules).

6. Conclusion

PG&E shall provide a refund to Complainant by applying the actual usage following replacement of the meter to usage from August 2021 to July 2023, plus an additional ten percent.

7. Comments on Proposed Decision

The proposed decision in this matter was mailed to the parties in accordance with Pub. Util. Code Section 311 and comments were allowed under Rule 14.3. Comments were filed on _____, by _____ and reply comments were filed on _____, by _____.

8. Assignment of Proceeding

John Reynolds is the assigned Commissioner and Garrett Toy is the assigned Administrative Law Judge in this proceeding.

O R D E R

IT IS ORDERED that:

1. Pacific Gas and Electric Company shall provide to Complainant William White a refund or billing credit, to be calculated by applying to each month's bill from August 2021 to July 2023 the kilowatt-hours usage of the corresponding month from August 2023 to July 2024 minus ten percent, and utilizing that to calculate how much Complainant should have paid.
2. All other claims of Complainant are denied.
3. Case 24-07-011 is closed.

This order is effective today.

Dated _____, at Sacramento, California.