



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

10/30/25

04:59 PM

C2510019

Bret Foreman,

Complainant,

(ECP)

vs.

Pacific Gas and Electric Company (U39E),

Defendant.

Expedited Complaint
(Rule 4.6)

COMPLAINANT	DEFENDANT
Bret Foreman 538 Mississippi Street San Francisco CA 94107 T: 415-608-0604 E-mail: bret.foreman@gmail.com	Pacific Gas and Electric Company (U39E) Attn: Cliff Gleicher, Managing Counsel 300 Lakeside Drive Oakland CA 94612 T1: 415-971-2678 E-mail 1: Cliff.Gleicher@pge.com E-mail 2: pgetariffs@pge.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

(A)

Bret Foreman

COMPLAINANT(S)

vs.

(B)

Pacific Gas and Electric (PG&E)

DEFENDANT(S)

(Include Utility "U-Number", if known)

(for Commission use only)

(C)

Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?



YES



NO

Has staff responded to your complaint?



YES



NO

Did you appeal to the Consumer Affairs Manager?



YES



NO

Do you have money on deposit with the Commission?



YES



NO

Amount \$ _____

Is your service now disconnected?



YES



NO

COMPLAINT

(D)

The complaint of (Provide name, address and phone number for each complainant)

Name of Complainant(s)	Address	Daytime Phone Number
Bret Foreman	538 Mississippi Street, San Francisco, CA 94107	415-608-0604

respectfully shows that:

(E)

Defendant(s) (Provide name, address and phone number for each defendant)

Name of Defendant(s)	Address	Daytime Phone Number
Pacific Gas and Electric	300 Lakeside Drive, Suite 210, Oakland, CA 94612	800-743-5000

(F)

Explain fully and clearly the details of your complaint. (Attach additional pages if necessary and any supporting documentation)

See detailed explanation in Attachment 1.

(G) Scoping Memo Information (Rule 4.2(a))

(1) The proposed category for the Complaint is (check one):



adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)



ratesetting (check this box if your complaint challenges the reasonableness of a rates)

(2) Are hearings needed, (are there facts in dispute)? ☐ YES ☐ NO

(3) ☐ Regular Complaint ☒ Expedited Complaint

(4) The issues to be considered are (Example: The utility should refund the overbilled amount of \$78.00):

The utility should grant Bret Foreman an energy export credit of 3,000kWh.

- (5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.

Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09):	
Hearing (Example: 7/1/09)	

Explain here if you propose a schedule different from the above guidelines.

(H)

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

The utility is ordered to grant Bret Foreman an energy export credit of 3,000kWh.

(I)

OPTIONAL: I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by electronic mail (e-mail). My/our e-mail address(es) is/are:

bret.foreman@gmail.com

(J)

Dated San Francisco, California, this 30th day of October, 2025
(City) (date) (month) (year)

Bret Foreman

Signature of each complainant

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

(K)**REPRESENTATIVE'S INFORMATION:**

Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative:	
Address:	
Telephone Number:	
E-mail:	
Signature	

Formal Complaint Form – Page 5 of 6

505 Van Ness Avenue, Room 2001
San Francisco, CA 94102

PRIVACYNOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission (“CPUC”) intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a public record and may be posted on the CPUC’s website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available on-line for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.

Bret Foreman

10/30/2025

Signature

Date

Bret Foreman

Print your name

Attachment 1 - Details of Solar System Installation

Project Details:

Service Address: 538 Mississippi Street, San Francisco, CA 94107

Project ID: Interconnection Request 131166749

Homeowner: Bret Foreman (phone 415-608-0604)

Installer: Potrero Energy (email: steve@potreroenergy.com)

Installation completion date: May 5 2025

Solar Controller: EG4 GridBoss

My installer received PG&E Permission To Operate (PTO) from two GridBoss-based systems that they installed prior to installing mine. Because my installer had received these PTOs, they believed that the GridBoss was approved equipment (had received PG&E's "PPI" certification). And, of course, I also believed that I was getting approved equipment.

My equipment was "signed off" by the local PG&E technician on May 5, 2025. At that point, I believed I had a maximum of 30 days to wait before I would receive my PTO and could start exporting energy during the peak summer solar production months (starting in early June). Instead, PG&E revoked the PTO of the two previously granted systems and refused to grant mine.

As you can see, this trouble was due to no fault of my own nor to any fault from the installer - they had good reason to believe I would receive my PTO, just as their previous two GridBoss installations had. In short, PG&E is substantially at fault.

After becoming aware of the predicament for myself and other GridBoss customers of Potrero Energy, PG&E offered something they called "Conditional PTO" or CPTO. But that CPTO does not allow export. A copy of the CPTO document is in **Attachment 3**. I operated my system without energy export in June, July, August, and most of September - the prime energy-producing months. See **Attachment 2** for proof of this fact. I was finally granted full PTO in mid-September.

According to my calculations, I would have exported a total of 3,000kWh if I had been granted PTO in early June as expected.

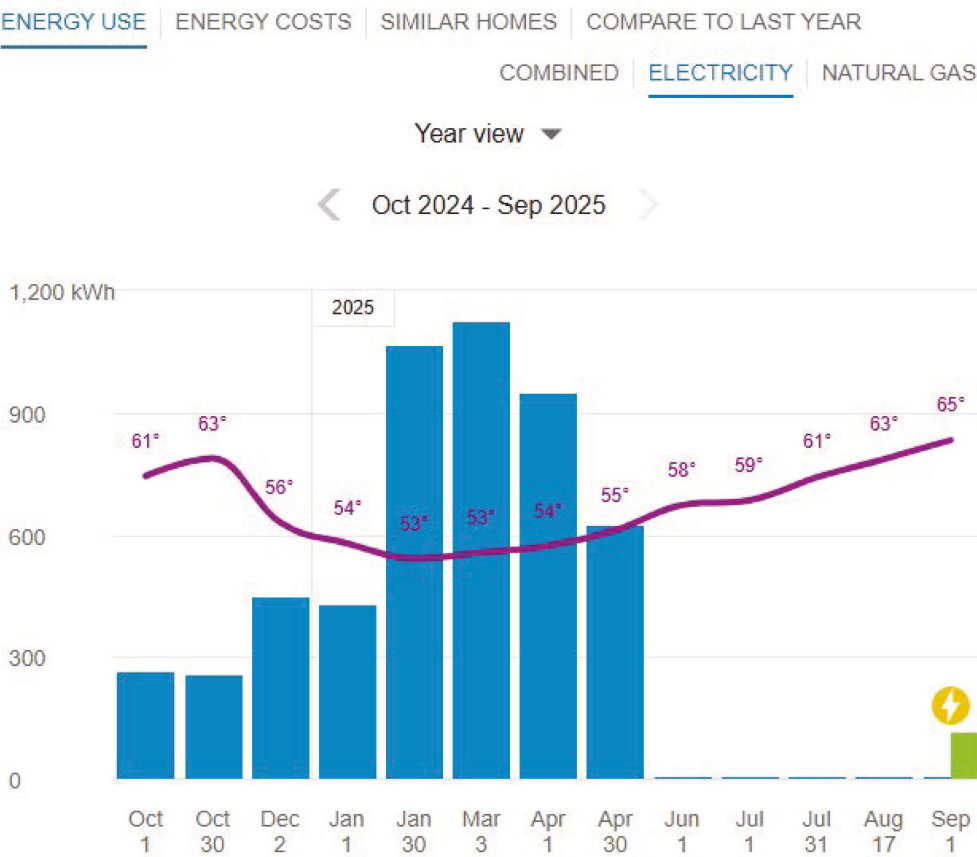
Since PG&E is substantially at fault for my lost energy, I want them to credit my account for 3,000kWh that I can use this winter during the short, cloudy days when I will use more energy than my panels produce.

I believe the above unfair treatment on the part of PG&E violates CPUC Electric Rule 21 with regards to "timely, non-discriminatory, cost-effective and transparent interconnection".

Note that I attempted to settle this issue first with the utility directly and was denied any credits. Then I filed an informal complaint with the CPUC (CPUC Complaint Response #693966). In a letter dated September 15, 2025, the utility made a number of false statements to the CPUC representative (Jannee Lucas) and she closed the case without giving me a chance to refute the utility's falsehoods. That letter is included here as **Attachment 4**. Since then, I've made a number of calls attempting to reopen the informal complaint case without success.

Attachment 2 - Proof from PG&E that I did not export energy

Your energy-usage summary



Attachment 3 - Text of Conditional PTO



Conditional PTO #131166749 - Account#3280763098

S

SNEMPairedStorage <SNEMPairedStorage@pge.com>

8/21/2025 9:47:10 PM

To: patrick@potreroenergy.com ↵



Reply All ▼



Encrypt: This message is encrypted. Recipients can't remove encryption.

Classification: Confidential



Electric Generation Interconnection
Mail Code N7L
P.O. Box 770000
San Francisco, CA 94177

08/21/2025

BRET FOREMAN

538 MISSISSIPPI ST
SAN FRANCISCO, CA 94107

Subject: Conditions To Qualify for Permission to Parallel at Generating Facility at 53 MISSISSIPPI ST,CA

Dear BRET FOREMAN

The PE0014 - Bret Foreman distributed generation project has completed a pre-parallel the generating system at 538 MISSISSIPPI ST, SAN FRANCISCO California as witnessed Gas and Electric Company (PG&E). The generating equipment consists of:

Inverter - External: 1x EG4 Electronics LLC - FlexBoss21 (IV-16000-HYB-AW-FX-00) [240V] + CTSA024 [CRD-PCS Limited Export]

PV Panels: 23x HD HYUNDAI ENERGY SOLUTIONS CO., LTD. - HiN-T435NF(BK)

Battery: 2x EG4 Electronics LLC - WM-48|280-LL-00

"Express written permission" is required under PG&E's Electric Rule 21 and your Gen Facility Interconnection Agreement (GFIA) with PG&E. This letter sets forth the requirements for your project to qualify for conditional "express written permission" to operate the above referenced generator in parallel with PG&E's distribution system. Your project will be granted conditional express written permission to operate upon receipt by PG&E of this letter, countersigned by an authorized representative of the customer BRET FOREMAN (Bret Foreman Company).

By countersigning this letter, BRET FOREMAN () agrees to the following conditions for interconnection. If these conditions are not met, BRET FOREMAN () understands that PG&E will take whatever steps it deems necessary under Electric Rule 21 and the GFIA to ensure compliance with these conditions, including disconnection of the generating facility:

The customer has been authorized to operate a portion of their generating facility un-

identified safety & reliability upgrade(s) are completed in order to adequately serve the full generation of 12.000 Inverter kW and 0.000 Machine kW:

1. Upgrading the existing PG&E transformer with a larger sized transformer to adequately serve the generation.

The following equipment has been disconnected and will not be in operation:

- 2 x EG4 Electronics LLC/ WM-48 | 280-LL-00

Once the item(s) above have been completed, PG&E will grant final "express written" authorization to operate the above referenced generator in parallel with PG&E's distribution system.

PG&E's authorization for you to operate your facility will also be subject to all the terms and conditions of Rule 21, your Generating Facility Interconnection Agreement, and any other applicable rules, tariffs, laws and regulations. These include, but are not limited to the following:

- Pursuant to Rule 21, section D.5, PG&E's authorization to operate "shall not be construed as confirming or endorsing your design or as warranting the Generating and/or Interconnection Facilities' safety, durability, or reliability...[and] PG&E shall not... be responsible for the adequacy, or capacity of such equipment."
- You are also responsible to notify PG&E if you make material changes to your generating apparatus or equipment. This permission to operate in parallel does not extend to any such materially changed generating facilities and applies only to the facilities described in your applicable interconnection and your Generating Facility Interconnection Agreement.

Please call me if you have questions or require additional information at .

Sincerely,

Chairman Lin
Account Representative
(PG&E) Electric Grid Interconnection
External:
SNEMPairedStorage@PGE.COM

Countersigned by authorized
representative of
customer BRET FORE
(Cust. Company:)

_____(Name)

_____(Title)

You can read about PG&E's data privacy practices at PGE.com/privacy.

 This email and its content are confidential and intended solely for the use of the addressee. Please notify the sender if you received this email in error or simply delete it.

Attachment 4 - Letter From Utility to CPUC

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVE
SAN FRANCISCO, CA 94102



September 15, 2025

Bret Foreman
538 Mississippi St
San Francisco CA 94107

Subject: Commission File No: 693966 for Complaint with Pacific Gas & Electric Company

Dear Bret Foreman:

The Consumer Affairs Branch (CAB) of the California Public Utilities Commission has completed its review of your complaint against **Pacific Gas & Electric Company (PG&E)**. As part of the review, CAB considered the information that you provided, the information that **PG&E** provided to us about your account and applicable codes, orders and tariffs.

In your complaint to CAB you explained that PG&E's clerical error had delayed your paired storage project's Permission to Operate by over three months, causing you to lose an estimated 3000 kWh of summer energy credits, and you wanted the CPUC to make PG&E resolve the delay and compensate you.

PG&E investigated your complaint and they confirmed there were no clerical errors causing delays. The Pre-Parallel Inspection (PPI) was completed on 8/15/2025, and you were granted Permission to Operate (PTO) under the Net Billing Tariff on 8/17/2025. The utility explained that you are not due 3,000 kWh in export credits because you benefited from net energy metering prior to PTO while operating under an unauthorized interconnection. Customer Relations attempted to contact you by phone on 9/4/2025, left a voicemail, and provided direct contact information. The case was closed with the CPUC.

Based on this positive outcome, we are closing your complaint in our files. If you feel that your complaint has not been resolved satisfactorily, please contact CAB with your assigned file number **693966**, and a representative will provide further assistance. We appreciate the opportunity to assist you.

Sincerely,

Written Operations Unit
Consumer Affairs Branch
1-800-649-7570
www.cpuc.ca.gov