



FILED

12/23/25

04:59 PM

C2512018

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

UNIVERSITY OF CALIFORNIA
BERKELEY;

Complainant,

v.

PACIFIC GAS & ELECTRIC
COMPANY (U39E),

Defendant.

Complaint No. _____

(Filed December 23, 2025)

COMPLAINT

Representative of Complainant:

Michael Kerkorian
Utility Cost Management LLC,
Subcontractor to Procure America Inc.
31103 Rancho Viejo Road, #D2102
San Juan Capistrano, CA 92675
Tel: (310) 948-3632
michael.kerkorian@procureamerica.org

December 23, 2025

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

UNIVERSITY OF CALIFORNIA
BERKELEY;

Complainant,

v.

PACIFIC GAS & ELECTRIC
COMPANY (U39E),

Defendant.

Complaint No. _____

(Filed December 23, 2025)

COMPLAINT

Representative of Complainant:

Michael Kerkorian
Utility Cost Management LLC,
Subcontractor to Procure America Inc.
31103 Rancho Viejo Road, #D2102
San Juan Capistrano, CA 92675
Tel: (310) 948-3632
michael.kerkorian@procureamerica.org

December 23, 2025

I. Facts

The complainant in this case is the University of California Berkeley (“UCB”). UCB owns and operates a 24MW cogeneration plant on the UCB campus that supplies approximately 88% of UCB’s electricity needs. The plant operates around the clock, generating approximately 180 million kWh per year. The cogeneration plant became operational in 1987 and there have been no material changes in its capacity, operations, or function since that time.

While the plant has been supplying electricity to the UCB campus continuously since 1987, for the first thirty years of its existence it was owned and operated by private third parties, which received compensation from PG&E for the electricity output. During this period, UCB’s electricity bill from PG&E did not reflect the fact that most of the electricity used on campus was supplied by the cogeneration plant rather than PG&E (i.e., the campus was billed as if the cogeneration plant did not exist).

In July 2017, UCB took over the ownership and operation of the plant, and the financial arrangement between UCB and PG&E changed because of modifications in how PG&E metered the electricity output. PG&E stopped paying for the plant’s generation, and instead the output from the plant was applied to UCB’s PG&E bill, reducing UCB’s purchases of electricity. PG&E concluded that this change in the financial arrangement and metering of electricity created “Customer Generation Departing Load” (CGDL) and began charging UCB for CGDL “Nonbypassable Charges” (“NBCs”). The NBCs that UCB continues to pay to the present day on each kWh of electricity that is generated are the Nuclear Decommissioning Charge (“NDC”), the Public Purpose Program Charge (“PPPC”), and the Wildfire Fund Charge (“WFC”), which until 2020 was known as the DWR Bond Charge (“DWRBC”).

On August 29, 2025, UCB notified PG&E¹ that the 2017 financial and metering changes did not create CGDL and requested that PG&E eliminate the CGDL charges. Since that date, UCB and PG&E have exchanged emails and held meetings to address UCB's position, but in a virtual meeting held on November 21, 2025 PG&E informed UCB that it would not eliminate the CGDL charges. By this Complaint, UCB seeks a Commission order requiring PG&E to eliminate the CGDL charges going forward, and to pay a refund to UCB for past CGDL amounts paid, plus prejudgment interest on the refund amount.

II. Legal and Factual Basis for UCB's Claim

PG&E Schedule E-DCG defines CGDL as follows:

Customer Generation Departing Load is that portion of a PG&E electric customer's load for which the customer, on or after December 20, 1995: (1) discontinues or reduces its purchases of bundled or direct access or Community Choice Aggregation electricity service from PG&E; (2) purchases or consumes electricity supplied by Customer Generation to replace the PG&E or direct access purchases; and (3) remains physically located at the same location or elsewhere in PG&E's service area as it existed on April 3, 2003.²

UCB's cogeneration plant began operations in 1987, well *before* the concept of "departing load charges" was created and *before* the December 20, 1995 cutoff date in the CGDL definition. As a result, under normal circumstances, continuously operating plants like UCB's that have made no material changes would have *no* CGDL – i.e., they would have "grandfathered" exempt status. In UCB's case, it is *only* the 2017 change in how the cogeneration output was metered that caused PG&E to begin assessing CGDL charges. Consequently, to determine if it is proper to assess CGDL charges today, we must simply determine whether PG&E was correct when it concluded the 2017 metering changes created "CGDL".

¹ UCB's notification was sent via email from UCB's authorized representative Michael Kerkorian to PG&E's Chris Tufon.

² This definition was drafted by the Commission in D.03-04-030.

Apparently, PG&E made its decision by focusing on the above definition of CGDL from the E-DCG tariff. Beginning in 2017, UCB “reduced its purchases” from PG&E and “purchased electricity supplied by Customer Generation to replace the PG&E purchases,” so PG&E concluded that CGDL applied.

However, when defining CGDL, the Commission wisely recognized that there can be situations where Customer Generation “reduces PG&E purchases” or “replaces PG&E purchases” that are not CGDL. To address these unusual situations, the following language was included in the Commission’s CGDL definition and in PG&E Schedule E-DCG:

Customer Generation Departing Load specifically excludes:... (5) Changes in the distribution of load among accounts at a customer site with multiple accounts, load resulting from the reconfiguration of distribution facilities on the customer site, provided that the changes do not result in a discontinuance or reduction of service from PG&E at that location.

PG&E seems to ignore this exclusion, but it was added for exactly the type of situation we have here – where there is no change in the operation of the grandfathered cogeneration facility, the customer’s interconnection to the grid, or the *service* provided by PG&E. The 2017 changes in how UCB’s cogeneration output was metered are a “reconfiguration of distribution facilities” that do not affect the “service from PG&E” in any way whatsoever. Clearly there cannot be a “reduction of service from PG&E” if the cogeneration plant’s function and purpose supplying electricity to UCB have not changed since it was built.

Based on recent discussions with PG&E, it appears the utility believes that UCB’s 2017 reduction in *purchases* of bundled electricity constitutes a “reduction in *service* from PG&E”, but this interpretation is contrary to the language of the tariff. The word “service” is used intentionally here to differentiate this exclusion from the main CGDL definition, which repeatedly emphasizes a reduction in “purchases”. Furthermore, if, as PG&E believes, a reduction in “service” is supposed to mean the same thing as a reduction in “purchases”, the “reconfiguration of distribution facilities” exclusion would be superfluous and unnecessary, because it would simply restate the prior definition of CGDL. The Commission has

consistently affirmed the principle that every tariff provision should be presumed deliberate and meaningful, and interpretations that nullify a tariff provision or treat it as redundant should be avoided.³ Therefore, we must assume that the Commission meant what it said when it specifically excluded from CGDL the “reconfiguration of distribution facilities” that do not reduce the “*service* from PG&E”.

Aside from being supported by the language of the tariff, UCB’s position is consistent with the purpose of CGDL. The exclusion recognizes that grandfathered, pre-1995 generation facilities that have not altered operations should retain their exempt status. These facilities pre-date the creation of CGDL and the associated NBCs. CGDL was not created to penalize existing generation facilities for metering or wiring changes that do not impact PG&E’s operations.

For the reasons cited above, PG&E erred when it failed to consider that the “reconfiguration of distribution facilities” exclusion meant that the 2017 UCB changes did not create “CGDL”. The imposition of CGDL charges to UCB is a “billing error”, which is defined in PG&E Rule 17.1.A as “the incorrect billing of an account due to an error by PG&E... which results in incorrect charges to the Customer.” Under the terms of Rule 17.1.B.1, UCB is entitled to a refund of CGDL charges for a period of three years prior to the date that PG&E was notified of the error.

III. Issues to Be Considered

There are four issues in this proceeding. First, did the 2017 UCB metering changes create “CGDL”? Second, if the 2017 changes did not create CGDL, should UCB be exempt from CGDL charges going forward? Third, is UCB entitled to a refund of past CGDL charges,

³ See D.03-04-058, Conclusion of Law 2: “To interpret a tariff, the Commission should first look at its language, giving words their ordinary meaning and avoiding interpretations which make any language surplus.” See D.12-04-051, page 7: “We recognize that tariffs should not be interpreted to produce an unintended result, or so as to frustrate the manifest purpose of the provisions.”

and what period should the refund cover? Fourth, is UCB entitled to prejudgment interest on the refund amount?

IV. Relief Requested

Complainant requests that the Commission order PG&E to:

1. Cease billing UCB for CGDL charges immediately.
2. Refund to UCB CGDL charges that were billed to UCB for the period beginning three years prior to the date that PG&E was first made aware of the fact that the CGDL charges were inapplicable.
3. Pay UCB prejudgment interest on such refund amount in an amount determined by the Commission.
4. Provide such other relief as the Commission deems appropriate.

V. Information Required by Commission Rules

This matter has not previously been brought to the Commission staff for informal resolution.

The suggested categorization of this proceeding is “adjudicatory”.

UCB’s mailing address and phone number are as follows:

University of California Berkeley
2000 Carleton Street #245
Berkeley, CA 94720
Tel: (510) 812-0059

Defendant PG&E’s mailing address and phone number are as follows:

Pacific Gas & Electric Company
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Tel: (800) 468-4743 (Business Customer Service)

UCB believes that a hearing will be necessary.

UCB proposes the following schedule for this proceeding:

Prehearing conference	February 12, 2026
Complainants' Opening Testimony	March 31, 2026
PG&E's Response Testimony	April 29, 2026
Complainants' Rebuttal Testimony	May 28, 2026
Hearing	June 19, 2026
Opening Briefs (Concurrently filed)	July 31, 2026
Response Briefs (Concurrently filed)	August 31, 2026

PROCURE AMERICA INC.

By: /s/
 Michael Kerkorian

Date: December 23, 2025

31103 Rancho Viejo Road, #D2102
San Juan Capistrano, CA 92675
Tel: (310) 948-3632

Representative of Complainant

VERIFICATION

I, **Michael Kerkorian**, am the Managing Member of Utility Cost Management LLC (UCM), and am authorized to make this verification on its behalf. UCM, as a Subcontractor to Procure America Inc. (PA), is an authorized representative of the Complainant in this proceeding. I have read the foregoing complaint and know its contents. I am informed and believe, and on that basis allege, that the matters stated therein are true. This verification is being made by UCM, as representative of the Complainant, in accordance with CPUC Rules of Practice and Procedure. The Complainant is absent from the counties in which UCM and PA maintain offices, including Fresno County and Orange County.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on the date indicated below at Fresno, California.

By: /s/
Michael Kerkorian

Dated: December 23, 2025 7

PRIVACY NOTICE

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.

_____/s/_____
Signature

December 23, 2025
Date

Michael Kerkorian
Print Name