



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

**FILED**

12/30/25

12:04 PM

C2510017

Kublir Singh dba Mood N Food,

Complainant,

v.

Pacific Gas and Electric Company (U39E)

Defendant.

C.25-10-017  
(Filed October 21, 2025)

**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY  
(U 39 E) TO COMPLAINT OF KUBLIR SINGH**

TIM B. WEDLAKE  
Pacific Gas and Electric Company  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Telephone: (925) 596-0670  
E-Mail: Tim.Wedlake@pge.com

Dated: December 30, 2025

Attorney for  
PACIFIC GAS AND ELECTRIC COMPANY

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

Kublir Singh dba Mood N Food,

Complainant,

v.

Pacific Gas and Electric Company (U39E)

Defendant.

C.25-10-017  
(Filed October 21, 2025)

**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY  
(U 39 E) TO COMPLAINT OF KUBLIR SINGH**

Pursuant to Rule 4.4 of the California Public Utilities Commission (“Commission”) Rules of Practice and Procedure and the Instructions to Answer issued by Chief Administrative Law Judge Michelle Cooke on December 2, 2025, Pacific Gas and Electric Company (“PG&E”) files this Answer to the Complaint filed October 21, 2025, by Kublir Singh dba Mood N Food (“Mr. Singh”).

In brief, Mr. Singh is a PG&E electric customer taking service at 17717 E. State Highway 120, Ripon, CA. Mr. Singh’s Complaint alleges billing overcharges dating back to 2012, when PG&E originally installed a SmartMeter at his place of business. In June 2024, PG&E discovered a defect with the SmartMeter and promptly replaced it. Thereafter, PG&E issued Mr. Singh a refund of \$7,568.13 for the prior three years of billing overcharges (June 2021 to June 2024) pursuant to PG&E’s Electric Rule 17.1 tariff. Despite this adjustment, Mr. Singh seeks an additional \$92,038.00 for alleged overcharges dating back to 2012.

PG&E requests that the Complaint be denied, as it does not set forth any violation of a law, tariff, or Commission order or rule. In addition, Complainant has already received a refund

under the auspices of Electric Rule 17.1 covering three years of overcharges. Further, the Complaint contains significant defects in explanation, documentation, accuracy, calculation support, and time frame with respect to the refund Complainant seeks. Finally, the Complaint fails to provide any basis for invoking estoppel as a remedy.

## **I. BACKGROUND OF COMPLAINT**

The Complaint sets forth the basic chronology of events leading to its filing as follows:

- 1) In 2012, PG&E installed a SmartMeter at Complainant's business premises;
- 2) In 2024, Complainant called PG&E to request testing of the original SmartMeter;
- 3) On June 21, 2024, PG&E tested the SmartMeter and found it to be defective.  
PG&E replaced the original meter with a new SmartMeter;
- 4) On June 24, 2024, PG&E replaced that Meter with a new SmartMeter, which remains in use to current day; and
- 5) On May 13, 2025, PG&E provided Complainant with a bill credit for overcharges.

The Complaint asserts, without evidentiary support, that after the SmartMeter was installed in 2012, Mr. Singh "began to receive billings that stated considerably greater electrical power usage than Complainant's prior billings showed" notwithstanding the lack of changes to his business practices, methods, or equipment.<sup>1</sup> Further, the Complainant alleges that from "2012 to June, 2024, [he] repeatedly called Defendant's offices and complained that "his *billings*<sup>2</sup> had increased dramatically" despite no change to business behaviors.

Complainant includes copies of page 4 of his monthly<sup>3</sup> electric bills, starting with the statement dated January 30, 2014, and ending with the statement dated May 28, 2025. Each

---

<sup>1</sup> Complaint, p. 2.

<sup>2</sup> Emphasis added. Complaint, p. 2.

<sup>3</sup> PG&E renders a customer bill for each customer's "billing cycle" resulting in one bill per month; PG&E will refer to "month" or "monthly" in this Answer for clarity and simplicity.

statement contains an “Average Daily Usage (kwh / day) (“Usage”) on page 4 that shows “Last Year”, “Last Period” and “Current Period” usage, allowing bill recipients to compare current usage against the prior month and the previous year.

Notably, on these pages, Complainant has seemingly “penciled in” a number apparently representing what Mr. Singh considers “real” or “fair” usage, without any description whatsoever of how the number was derived. Mr. Singh then subtracts his usage estimate from the current month’s usage to derive a perceived overcharged usage. From there, the Complainant multiplies this difference by the number of days and an amount per kilowatt hour that can best be described as an unscientific “eye balling” of rates (price / Kwh) shown on page 4 of the bill.

Complainant seeks a refund of \$92,038 covering alleged overcharges from 2012 to June 2024.

## **II. RESPONSE TO MATERIAL ALLEGATIONS**

PG&E denies each and every material allegation made in the Complaint except as follows.

1. PG&E admits Mr. Singh is a customer taking service at 17717 E. State Highway 120, Ripon, CA.
2. PG&E admits that we installed an electric SmartMeter (Meter 1009847130) at Complainant’s service location in 2012.
3. PG&E admits that we replaced Meter 1009847130 with Meter 1011469788 on June 21,2024.
4. PG&E admits Meter 1011469788 was replaced on June24,2024, with Meter 1011134247, which has been in service since then.
5. PG&E admits a “cancel rebill” was initiated in accordance with Electric Rule 17.1, resulting in the original “as billed” amount of \$86,230.16 being replaced with an “as corrected” amount of \$78,662.03 for the period of June 21, 2021 through June 21, 2024 covering three years, the maximum allowed by Electric

Rule 17.1. Accordingly, PG&E provided Complainant a credit of \$7,568.13 on May 13, 2025.

### **III. AFFIRMATIVE DEFENSES**

#### **A. First Affirmative Defense: Failure to State a Claim**

The Complaint fails to state a claim under Commission Rule 4.1(a)(1) because it fails to set “forth any act or thing done or omitted to be done by [PG&E] . . . in violation, or claimed to be in violation, of any provision of law or of any order or rule of the Commission.” PG&E has not violated any law or order or rule of the Commission.

In addition, the Complaint fails to state a claim under Commission Rule 4.2 (a) because it fails to sufficiently advise the Commission of “the facts constituting the grounds of the complaint, the injury complained of, and the exact relief which is desired.” PG&E has identified the following defects in the Complaint:

- 1) The Complaint fails to provide any basis for calculating the allegedly erroneous Average Daily Usage (“ADU”); thus, there is no basis provided for the Commission to assess the validity of the remedy sought,
- 2) The Complaint appears to apply a rough estimate of price per kwh to the alleged ADU overcharge without explaining how the estimate was derived;
- 3) Mr. Singh failed to include his PG&E bills from 2012 (when the SmartMeter was installed) and 2013;
- 4) Mr. Singh calculates overcharges for June 21, 2021 to June 21, 2024, for which he has already received a refund; and
- 5) Complainant does not provide a summary of alleged overcharges per month to show a readily auditable summation of \$92,038.

#### **B. Second Affirmative Defense: Compliance with Tariffs**

PG&E affirmatively alleges that it has complied with all applicable tariffs.

**C. Third Affirmative Defense: Adequate and Appropriate Remedy Provided.**

PG&E has already provided a refund of \$7,568.13 to Complainant for three years of overcharges, which is the maximum timeframe allowed under Electric Rule 17.1.

**IV. PROCEDURAL MATTERS**

PG&E agrees with the categorization of this proceeding as adjudicatory and that a hearing may be required.

PG&E frames the issues to be considered as follows:

1. Whether PG&E violated any provision of law or order or rule of the Commission.
2. Whether PG&E met its obligation under Electric Rule 17.1 to refund three years of overcharges.
3. Whether Complainant's unsubstantiated assertions show that PG&E, through its conduct or statements, somehow obviated the applicability of the remedy already provided – a refund of three years of overcharges.
4. Whether the Complaint, due to substantial defects, fails to “completely advise the defendant and the Commission of the facts constituting the grounds of the complaint, the injury complained of, and the exact relief which is desired.”

**V. CONCLUSION**

PG&E has met its obligation to credit Mr. Singh by refunding three years of overcharge. Complainant has not demonstrated any legal or factual basis to override the three-year time limit in Electric Rule No. 17. The Complaint is seriously defective and fails to state a claim under Rules 4.1 (a)(a) and Rule 4.2(a). As such, the Complaint and requested relief should be denied.

///

///

///

///

///

///

Respectfully Submitted,

By: /s/ Tim Wedlake  
TIM B. WEDLAKE

Pacific Gas and Electric Company  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Telephone: (925) 596-0670  
E-Mail: [Tim.Wedlake@pge.com](mailto:Tim.Wedlake@pge.com)

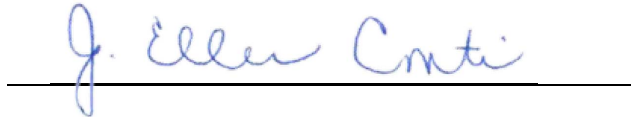
Attorney for  
PACIFIC GAS AND ELECTRIC COMPANY

Dated: December 30, 2025

## VERIFICATION

I am an officer of the defendant corporation herein, PACIFIC GAS AND ELECTRIC COMPANY, and am authorized to make this verification on its behalf. I have read the foregoing *Answer of Pacific Gas and Electric Company (U39G) to Complaint of Kublir Singh dba Mood N Food*. The statements in the foregoing document are true to my own knowledge, except as to matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 30, 2025, at Brisbane, California.



J. Ellen Conti  
Assistant Corporate Secretary  
Pacific Gas and Electric Company