



**PUBLIC UTILITIES COMMISSION**

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298

**FILED**

04/07/26  
09:19 AM  
C2509012

April 7, 2026

**Agenda ID #24127**  
**Adjudicatory**

TO PARTIES OF RECORD IN CASE 25-09-012:

This is the proposed decision of ALJ Garrett Toy. Until and unless the Commission hears the item and votes to approve it, the proposed decision has no legal effect. This item may be heard, at the earliest, at the Commission's May 14, 2026, Business Meeting. To confirm when the item will be heard, please see the Business Meeting agenda, which is posted on the Commission's website 10 days before each Business Meeting.

Parties of record may file comments on the proposed decision as provided in Rule 14.3 of the Commission's Rules of Practice and Procedure.

/s/ MICHELLE COOKE  
Michelle Cooke  
Chief Administrative Law Judge

MLC:hma  
Attachment

Decision PROPOSED DECISION OF ALJ TOY (Mailed 4/7/2026)

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

Galaxy Enterprises,

Complainant,

vs.

Southern California Gas Company  
(U904G),

Defendant.

(ECP)

Case 25-09-012

**DECISION GRANTING COMPLAINT**

**Summary**

This decision grants the Complainant’s request for a bill reduction. This proceeding is closed.

**1. Background**

The instant Complaint was filed on September 15, 2025, by Henry Talei on behalf of his business Galaxy Enterprises, Inc. (Complainant), a natural gas customer of Southern California Gas Company (Defendant or SoCalGas). In the Complaint, the Complainant alleged that SCG has wrongfully sought to recover from him charges accrued by a tenant on his property at 5413 Sheila Street, Los Angeles, CA, dating from 2022 to 2024.

SoCalGas filed its Answer on November 6, 2025 stating that the Complainant is the owner of both 5411 Sheila Street and 5413 Shiela Street,

Commerce, CA, and that service for both locations is tracked at a single meter at 5411 Shiela Street. SoCalGas also states that even after Herp Trading filed for bankruptcy and the account at 5413 Shiela was closed in May of 2024, gas was still being utilized on the joint meter. SoCalGas also noted that its tariffs do not allow for the splitting of charges for a tenant specifically when there is only one meter at the property.

An Expedited Complaint Proceeding (ECP) Hearing was held on November 17, 2025, to hear parties' arguments and take evidence.

### **1.1. Factual Background**

Complainant, doing business as Galaxy Enterprises, Inc., is the owner of property at 5411 Shiela St, Commerce, CA. On August 1, 2021, gas service was initiated at the address of 5413 Shiela St., Commerce, CA, in the name of Herp Trading. 5413 Shiela is in the same building as 5411 Shiela. There is only one gas service meter serving both locations; due to this, SoCalGas is unable to partition responsibility for gas usage at the address. Herp Trading was a tenant of the Complainant, and the rental agreement between Herp Trading and Complainant specified that the tenant was solely responsible for gas charges.<sup>1</sup> Complainant states that Galaxy Enterprises does not utilize gas, although SoCalGas states that there has been an account opened under the Complainant's name for 29 years, until service was established under an account under the tenant's name on August 1, 2021, at which point the Complainant's account was closed. Complainant states that Herp Trading's business, which included the sale of crickets overseas, required large amounts of gas usage to heat the building.

---

<sup>1</sup> Complaint, at 16-17.

Herp Trading sought to close its account on May 13, 2024. Herp Trading made partial payments but ultimately carried a balance of \$10,196.95 when the account was closed. Herp Trading filed for bankruptcy in May of 2024. SoCalGas did not immediately close gas service. Gas usage at the location in the amount of \$1,535.73 continued through March 11, 2025. SoCalGas states that it attempted to shut off the meter in June of 2024, but was unable to do so due to a locked gate. Complainant states that continued usage past May of 2024 was still attributable to Herp Trading, while Complainant gave Herp Trading additional time to clear the premises.

On March 11, 2025, SoCalGas shut off gas service. On March 19, 2025 Complainant sought to re-establish gas service at the location, for purposes of determining available services to new tenants, whereupon he was informed that he was being held jointly liable for all of the outstanding debt at the meter. SoCalGas states that its tariffs require joint liability in these cases. SoCalGas asks that Complainant pay \$11,732.68 before SoCalGas restores service.

### **1.2. Submission Date**

This matter was submitted on November 17, 2025, upon receipt of all evidence at the ECP hearing.

## **2. Issues Before the Commission**

The Commission must determine what amount of the outstanding unpaid debt accrued at the service meter servicing 5411 and 5413 Shiela St, Commerce, CA, from August 2021 to March 2025 that the Complainant should be held liable to pay before service may be restored to the meter. In determining liability, SoCalGas' tariff and the particular facts of this case will be the important factors to consider.

### 3. Discussion

#### 3.1. Applicable Tariffs

It is instructive to first review SoCalGas' tariffs, to see what rules are applicable. Exhibit 3 for SoCalGas is its Tariff Rule 3, which includes portions related to liability for service and disconnection provisions. In relevant part, it states that:

"Where two or more applicants join in one application or contract for Utility service, they shall be jointly and severally liable under the terms of the application/contract and shall be billed by means of a single periodic bill mailed to the customer designated to receive the bill. Whether or not the Utility obtained a joint application or contract for residential service, where there is evidence that an adult(s) other than the applicant resided at the premises and benefited from service, the other adult(s) and the applicant shall be jointly and severally liable for service rendered while such other adults resided at the premises."<sup>2</sup>

SoCalGas Tariff Rule 9, Section A states that:

1. A customer who wants gas service discontinued shall give the Utility notice at least two business days prior to the date service is desired to be discontinued.
2. The Utility shall not be required to terminate service earlier than two business days after notice of discontinuance is received. A customer will be held responsible for payment of charges for all services furnished at the premises until the requested date of termination or until the expiration of the required period of notice, whichever date is later.

#### 3.2. Relevant Facts

The undisputed facts are as follows:

- There is only one service meter that serves both 5411 Shiela St as well as 5413 Shiela St.

---

<sup>2</sup> Exhibit SCG-3, SoCalGas Tariff Rule 3, Section D.

- Herp Trading opened an account with SoCalGas in August of 2021, solely in its own name.
- Herp Trading put in a request to close its account and the meter in May of 2024.
- There was continued gas usage on the service meter through March 2025.
- There is an outstanding bill of \$11,732.68 tied to the meter that services 5411 Shiela St. and 5413 Shiela St.

SoCalGas states that the Complainant is jointly liable for the charges, as the Complainant shared a gas meter with the tenants and there is evidence of usage after the tenant asked for the account to be closed, which SoCalGas attributes to the Complainant. Complainant states that the bill is not his responsibility, as the charges were accrued by his tenant on an account solely opened in the tenant's name, and his agreement with the tenant makes utility charges the tenant's responsibility. Complainant states that any usage after the account closure request was submitted was further usage by the tenant, whose property remained in the building for some period after the May 2024 request to close the account. Complainant states that this was a courtesy to the tenant's wife, as the managing owner of Herp Trading had passed away and had not fully removed all property from the building (including the crickets).

### **3.3. Analysis**

Upon review of the tariffs and relevant facts, it is reasonable to hold Complainant blameless for the amounts in dispute. It is uncontroverted that the open account during the pendency of the disputed period was in Herp Trading's name. SoCalGas notes that its tariff states where evidence exists that people other than an applicant reside at a premise and benefit from a service, then all others at that address shall be jointly and severally liable for services rendered while the other adult resided there. SoCalGas points to the fact that usage

continued at the address after the tenant requested that the account be closed, implying that the usage was by the Complainant and that the Complainant should therefore be held jointly liable for all usage since August of 2021.

Previous Commission decisions have noted that “[e]ven where this presumption is raised, the presumption of joint and several liability is rebuttable” where evidence provides a basis for apportioning the bill.<sup>3</sup> Complainant did not open the account with Herp Trading. Complainant also presents evidence that his rental agreement with the tenant assigned gas utilities’ responsibility to the tenant. Complainant provides evidence that continued gas service was due to the tenant’s continued operations in removing property from the premises, as the crickets would have required continued heating even after the business had shut down and begun liquidation. Complainant has thus both shown that he did not apply for service with the applicant, nor was the Complainant responsible for the continued gas usage. Complainant has also not had gas service since March of 2025, but has not shown any need or urgency to restore gas service since unsuccessfully requesting it on March 19, 2025, implying that gas usage was not at Complainant’s behest. Complainant has provided sufficient evidence to show that he should not be liable under SoCalGas’ Tariff Rule 3 for the outstanding bill. Complainant is therefore not liable for the \$10,196.95 accrued to the tenant Herp Trading through May of 2024.

Further, although SoCalGas received an account closure request in May of 2024, it failed to shut off the gas meter. SoCalGas’ tariffs state that customers may only be held responsible “for payment of charges for all services furnished at the premises until the requested date of termination or until the expiration of

---

<sup>3</sup> D.97-02-029, at 3-4.

the required period of notice, whichever date is later.” Here, the account closure request by Herp Trading was made on May 13, 2024, meaning any charges after May 15, 2024 are SoCalGas’ responsibility, at least until a new account was opened at the address. SoCalGas should have striven to shut off gas service at the address instead of unilaterally transferring responsibility to the Complainant. Complainant is therefore not liable for the \$1,535.73 accrued to the service address prior to March of 2025.

#### **4. Conclusion**

SoCalGas shall not hold Complainant liable for the outstanding bill at 5411/5413 Shiela St that was accrued under an account attributable to Herp Trading, Inc. Gas service shall be made available at the address.

#### **5. Summary of Public Comment**

Rule 1.18 allows any member of the public to submit written comment in any Commission proceeding using the “Public Comment” tab of the online Docket Card for that proceeding on the Commission’s website. Rule 1.18(b) requires that relevant written comment submitted in a proceeding be summarized in the final decision issued in that proceeding.

#### **6. Procedural Matters**

This decision affirms all rulings made by the Administrative Law Judge and assigned Commissioner in this proceeding. All motions not ruled on are deemed denied.

#### **7. Comments on Proposed Decision**

The proposed decision of ALJ (Toy) in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.3 of the Commission’s Rules of Practice and Procedure. Comments were filed on \_\_\_\_\_, and reply comments were filed on \_\_\_\_\_ by \_\_\_\_\_.

**8. Assignment of Proceeding**

Darcie L. Houck 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. Southern California Gas Company is ordered to discharge the outstanding balance of \$11,732.68, plus any interest accrued since the filing of this Complaint, from the service address at 5411 and 5413 Shiela St, in Commerce, CA.
2. Complaint 25-09-012 is closed.

This order is effective today.

Dated \_\_\_\_\_, at San Francisco, California.