



**FILED**

05/20/26

04:59 PM

**C2605015**

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

Christopher Hanley

Complainant,

vs.

Southern California Edison Company  
(U-338-E)

Defendant.

Case (C.) \_\_\_\_\_

| COMPLAINANT   | DEFENDANT   |
|---|---|
| <p>Christopher Hanley<br/>8198 Uphill Rd<br/>Joshua Tree, CA 92252<br/>(310) 869-6131</p> <p>Email: legal@invisible.house</p> | <p>Southern California Edison Company<br/>(U-338-E)<br/>2244 Walnut Grove Avenue<br/>Rosemead, CA 91770<br/>(626) 302-6008</p> <p>Email: anna.valdberg@sce.com<br/>Email 2: caseadmin@sce.com<br/>Email 3: advancetariffmanager@sce.com</p> |

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**(A)** Christopher Hanley

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COMPLAINANT(S)  
vs.

**(B)** Southern California Edison Company  
(U-338-E)

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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 |
|------------------------|--------------------------------------|----------------------|
| Christopher Hanley     | 8198 Uphill Rd Joshua Tree, CA 92252 | (310) 869-6131       |
|                        |                                      |                      |
|                        |                                      |                      |

respectfully shows that:

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

| Name of Defendant(s)                         | Address                                     | Daytime Phone Number |
|--|---|----------------------|
| Southern California Edison Company (U-338-E) | 2244 Walnut Grove Avenue Rosemead, CA 91770 |                      |
|  |   |                      |
|  |   |                      |

**(F)**

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

Plaintiff is a residential customer of Southern California Edison (“SCE”) and resides at a property located in Joshua Tree, California. Plaintiff is seventy-three (73) years of age and is enrolled in SCE’s Medical Baseline Program due to medical necessity. In 2020, solar panels were installed and the system began generating electricity for the residence. Under Plaintiff’s Net Energy Metering agreement, excess electricity generated by the solar system is to be credited to Plaintiff’s account when exported to the electrical grid. Since installation, Plaintiff’s panels have been functioning efficiently and generating electricity; however, the expected energy credits have not been consistently or automatically applied to Plaintiff’s account. Plaintiff has repeatedly observed billing statements reflecting charges that appear inconsistent with the solar production and expected credits. On multiple occasions, Plaintiff contacted SCE by telephone to dispute the billing discrepancies. During these communications, SCE representatives acknowledged billing issues and applied partial credits to the account. Despite these corrections, SCE has continued to assess late fees and charges associated with amounts that were later determined to be incorrect. Plaintiff has made numerous attempts to obtain a clear explanation of the billing calculations and statements reflecting how charges were determined. SCE has failed to provide a meaningful explanation of the billing methodology despite repeated requests. Additionally, SCE has installed and removed electrical meters at the property without providing an explanation to Plaintiff regarding the purpose of these changes. Following these meter changes, Plaintiff observed significant fluctuations in the reported electricity usage and billing amounts. Plaintiff has requested copies of billing statements and supporting documentation explaining the account balance. SCE has not adequately provided the requested documentation or explanation. According to SCE’s online customer portal, Plaintiff’s account currently reflects a substantial outstanding balance that Plaintiff believes is inaccurate and unsupported by the energy production and credits generated by the solar system. Plaintiff has attempted in good faith to resolve the billing dispute and has proposed entering into a reasonable payment arrangement while the matter is investigated. SCE has refused to provide a reasonable payment plan and has instead threatened to disconnect electrical service. Because Plaintiff is elderly and enrolled in the Medical Baseline Program due to medical necessity, the threatened termination of electrical service poses a serious risk to Plaintiff’s health and safety.

**(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 rates pursuant to Rule 4.1(b))

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

(3)  Regular Complaint  Expedited Complaint (Rule 4.6)

(4) The issues to be considered are

(Example: The utility should refund the overbilled amount of \$78.00):

SCE has issued inconsistent electric bills ranging from approximately \$100 to \$4,000/ month despite no material change in usage and has admitted to incorrect billing charges. Throughout the lifetime of the account, several errors have been made and Defendant is now claiming Plaintiff owes over \$90,000 and is threatening disconnection. The account contains billing errors related to meter readings, delayed billing adjustments, usage metrics and/or incorrect rate classification. The utility failed to provide timely and transparent billing statements despite numerous requests for disclosure by the Plaintiff and may be attempting to recover charges beyond the allowable period under applicable tariff rules governing billing adjustments. The complainant requests that the Commission investigate the account, determine the correct billing amount, and ensure the utility complies with its tariff obligations.

(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): 06/25/26

Hearing (Example: 7/1/09): 07/28/26

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)

Plaintiff requests Defendant be ordered to stop threatening disconnection of electricity during an ongoing dispute and to maintain electricity service, recalculate and disclose the bill calculations in a transparent manner, remove unlawful charges, refund any overpayments, apply correct solar credits or meter readings, correct the amount actually owed, remove invalid or unenforceable charges, provide clear granular breakdown statements of billing since 2019, Reimburse costs incurred due to billing errors

**(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:

legal@invisible.house

**(J)**

Dated Joshua Tree, California, this 19 day of May, 2026  
(City) (date) (month) (year)

  
\_\_\_\_\_  
Signature of each complainant

**(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)**

**(K)**

REPRESENTATIVE'S INFORMATION:

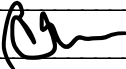
Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative: Legal Ops Department - Christina

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: legal@invisible.house

Signature: 

VERIFICATION  
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and 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.

**(L)**  
Executed on 05/19/26, at Joshua Tree, California  
(date) (City)

  
\_\_\_\_\_  
(Complainant Signature)

VERIFICATION  
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and 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.

**(M)**  
Executed on \_\_\_\_\_, at \_\_\_\_\_, California  
(date) (City)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title

**(N) NUMBER OF COPIES NEEDED FOR FILING:**

If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one (1) defendant, then you must submit a total of eight (8) copies.

If you are filing your formal complaint electronically (visit <http://www.cpuc.ca.gov/PUC/efiling> for additional details), then you are not required to mail paper copies.

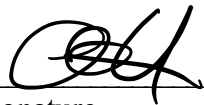
**(O)** Mail paper copies to: California Public Utilities Commission  
Attn: Docket Office  
505 Van Ness Avenue, Room 2001  
San Francisco, CA 94102

## 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 online for later public viewing.

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



\_\_\_\_\_  
Signature

May 19, 2026

\_\_\_\_\_  
Date

Christopher Hanley

\_\_\_\_\_  
Print your name



**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN BERNARDINO**

San Bernardino District  
247 West 3rd St  
San Bernardino CA 92415  
sanbernardino.courts.ca.gov  
909-708-8678

Hanley -v- Southern California Edison et al

**NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT**

Case Number

CIVSB2609270

Christopher Hanley  
57556 29 Palms Highway #25  
Yucca Valley CA 92284

chris@invisible.house

This case has been assigned to: Lily L Sinfieldin Department S31 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 10/12/2026 at 8:30 AM in Department S31 - SBJC

Date: 4/10/2026

By: \_\_\_\_\_  
Amalia Molina, Deputy Clerk

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above-listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above-listed notice by:

- Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.
- Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.
- A copy of this notice was given to the filing party at the counter.
- A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file-stamped documents.
- A copy of this notice was electronically served via email to the interested party at the email address provided through eFile or the case file as shown above, in compliance with court procedures and applicable laws.

Date of Mailing: 4/10/2026

I declare under penalty of perjury that the forgoing is true and correct. Executed on 4/10/2026 at San Bernardino, CA.

By: \_\_\_\_\_  
Amalia Molina, Deputy Clerk

|   |  |  |
|---|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME:<br>FIRM NAME:<br>STREET ADDRESS:<br>CITY:<br>TELEPHONE NO.:<br>EMAIL ADDRESS:<br>ATTORNEY FOR (name): | STATE BAR NUMBER:<br><br>STATE:                      ZIP CODE:<br>FAX NO.:       | <b>FOR COURT USE ONLY</b>  |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b><br>STREET ADDRESS:<br>MAILING ADDRESS:<br>CITY AND ZIP CODE:<br>BRANCH NAME:                       |  |  |
| CASE NAME:  |  |  |
| <b>CIVIL CASE COVER SHEET</b><br><input type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$35,000)                                  | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$35,000 or less) | <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |
|   |  | CASE NUMBER:<br><br>JUDGE:<br>DEPT.:   |

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

|   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Asbestos</b></p> <input type="checkbox"/> Asbestos (04) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/Unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) <p><b>Employment Development Department (EDD)</b></p> <input type="checkbox"/> EDD decision review (48) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.404)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Comprehensive groundwater adjudication (47)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint ( <i>not specified above</i> ) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition ( <i>not specified above</i> ) (43) |
|---|--|---|



2. Is this case complex under rule 3.400 of the California Rules of Court?  Yes  No

If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply):

- a.  monetary
- b.  nonmonetary; declaratory or injunctive relief
- c.  punitive

4. Number of causes of action (specify):

5. Is this case a class action suit?  Yes  No

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

  
\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 of the California Rules of Court or a complex case, this cover sheet will be used for statistical purposes only.

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on pages 1 and 2. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 of the California Rules of Court is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$35,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**SEE PAGE 3 FOR INFORMATION PURPOSES ONLY.**



## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)–Personal Injury/Property Damage/  
Wrongful Death  
Uninsured Motorist (46) *(if the case involves  
an uninsured motorist claim subject to  
arbitration, check this item instead of Auto)*

**Asbestos**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death

**Other PI/PD/WD (Personal Injury/****Property Damage/Wrongful Death) Tort**

Product Liability *(not asbestos or toxic/  
environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians &  
Surgeons  
Other Professional Health Care  
Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g.,  
assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest)  
*(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not  
medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract *(not  
unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach–Seller Plaintiff  
*(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book  
accounts) (09)  
Collections Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally  
complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent  
domain, landlord-tenant, or  
foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs,  
check this item; otherwise, report as  
Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition re Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case  
Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor Commissioner  
Appeals

**Employment Development Department (EDD)**

EDD Decision Review (48) *(if the case  
involves an Employment Development  
Department decision, check this item  
instead of Wrongful Termination or Other  
Employment)*

**Provisionally Complex Civil Litigation (Cal.****Rules of Court, rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Comprehensive Groundwater Adjudication  
(47)  
Insurance Coverage Claims *(arising from  
provisionally complex case type listed  
above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic  
relations)*  
Sister-State Judgment  
Administrative Agency Award *(not unpaid  
taxes)*  
Petition/Certification of Entry of Judgment  
on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only Injunctive Relief  
Only *(non-harassment)*  
Mechanic's Lien  
Other Commercial Complaint Case *(non-  
tort/non-complex)*  
Other Civil Complaint *(non-tort/non-  
complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

APR 09 2025

  
BY: Arnelia Molina, Deputy

1 Christopher Hanley  
In Pro Per  
2 57556 29 Palms Highway #25  
Yucca Valley, CA, 92284  
3 Email: [chris@invisible.house](mailto:chris@invisible.house)

4 CHRISTOPHER HANLEY, IN PRO PER

5  
6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7 **FOR THE COUNTY OF SAN BERNARDINO**  
8 **CIVIL DIVISION, SAN BERNARDINO DISTRICT**  
9

10 CHRISTOPHER HANLEY, an individual;

11 Defendant(s),

12 vs.

13  
14 SOUTHERN CALIFORNIA EDISON, a  
California corporation; and DOES 1 through 20,  
15 inclusive;

16 Plaintiff(s).  
17

Case No.: **CIV SB 2609270**

**COMPLAINT FOR DAMAGES AND  
REQUEST FOR INJUNCTION**

- 1) INJUNCTIVE RELIEF
- 2) BREACH OF CONTRACT
- 3) NEGLIGENCE
- 5) UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code § 17200)
- 5) ELDERLY ABUSE(Welf. & Inst. Code § 15600 et seq.)

**DEMAND FOR JURY TRIAL**

18  
19  
20 Plaintiff Christopher Hanley (“Plaintiff”) alleges as follows against Defendant Southern  
California Edison Company (“SCE” or “Defendant”):

21 **INTRODUCTION**

- 22 1. Plaintiff seeks monetary damages for excessive billing for electricity by Defendants as a  
23 result of faulty billing calculations, meters or other reasons to be discovered.
- 24 2. The focus of this action is on the incorrect calculations and failure to provide billing,  
25 NEM/PTO both on billing statements and on the solar installation rebate (“SGIP”) and  
26 SCE’s failure to measure meters that measure solar power generation.  
27  
28

- 1 3. This action is brought in this court pursuant to Public Utilities Code § 2106, because  
2 Plaintiff has no effective administrative remedy under Defendants tariffs filed with the  
3 California Public Utilities Commission ("CPUC") and the CPUC has no statutory  
4 authority to award the monetary damages sought by Plaintiff. Plaintiff thus has no legal  
5 remedy to recover his monetary damages other than this action.  
6  
7 4. Defendants are in the utility business providing and servicing electricity to residents of  
8 southern California. Plaintiff had no reasonable way of knowing whether their meters  
9 were accurately monitoring their electricity usage and how solar credits were being  
10 applied. When the meter and and after solar panels were installed on premises in 2020,  
11 Plaintiff was billed excessively.  
12  
13 5. On his own behalf, Plaintiff seeks damages, attorneys fees and costs pursuant to statutory  
14 and common law theories of liability alleged herein below.

#### 15 **THE PARTIES, JURISDICTION AND VENUE**

- 16  
17 6. Plaintiff, CHRISTOPHER HANLEY, is an individual, hereinafter "Plaintiff" or  
18 "Hanley", residing at 8198 Uphill Rd Joshua Tree, CA 92282.,  
19  
20 7. Defendant, SOUTHERN CALIFORNIA EDISON, a California Corporation, hereinafter  
21 "Defendant" or "SCE", is a California Company , with its principal address as 2244  
22 Walnut Grove Avenue, Rosemead, California 91770.  
23  
24 8. This Court may exercise jurisdiction over this case and these parties under Code 11 of  
25 Civil Procedure § 410.10. This is a court of general jurisdiction, and the amount in  
26 controversy exceeds this court's jurisdictional minimum. Plaintiff is a resident of  
27 California.  
28  
9. Venue in this County is proper because Defendant's office and Plaintiff's residence is in  
the county of San Bernardino, California.

1 10. All allegations in this complaint are based on information and belief and/or the  
2 documents and information currently available and in the hands of Plaintiff's attorneys,  
3 and are such that additional evidentiary support and detail will be forthcoming after a  
4 reasonable opportunity for further investigation or discovery.  
5

### 6 **FACTUAL BACKGROUND**

#### 7 11. The NEM Solar Generation Program

8 SCE established the "Net Energy Metering" (NEM) program pursuant to section 2827.  
9 NEM allows eligible customers who install renewable generation at their homes or  
10 businesses to offset their consumption of electricity by the amount of electricity they  
11 generate. (§ 2827, subd. (b)(6).) Section 2827 also provides for "[n]et surplus  
12 electricity compensation'" to a customer where the customer produces more power than  
13 it consumes over the course of a year. (Id., subd. (b)(9).) Rule 21 provides for  
14 expedited procedures for NEM generators seeking to interconnect to SCE's electricity  
15 grid.  
16  
17

#### 18 12. California Solar Initiative Program (SGIP)

19 The PUC oversees the SGIP program, which provides cash incentives to utility customers  
20 who install solar generating systems for their homes and other properties.  
21

#### 22 13. Medical Baseline (MBL)

23  
24 SCE MBL provides an additional 16.5 kilowatt-hours (kWh) of electricity to your home  
25 daily at the lowest baseline rate to help offset the cost of operating qualified medical  
26 devices or equipment and it gives additional protections and notices before disconnection.  
27  
28

1 14. On July 29, 2019, Plaintiff Christopher Hanley set up his electricity utility with SCE. At  
2 the time of signup, Plaintiff Christopher Hanley understood that SCE would bill him  
3 monthly for electricity services.

4  
5 15. SCE has been repeatedly inaccurately billed Plaintiff Christopher Hanley and which they  
6 have recognized after repeated inquiries from Plaintiff. **(Exhibit 1)**

7 16. On November 11 2020, Plaintiff signed a Net Metering Agreement **(Exhibit 2)** with SCE  
8 installed solar panels in his home.

9 17. On February 12, 2020 SCE recognized a billing error **(Exhibit 3)** and credited Plaintiff's  
10 account.

11 18. SCE told the CPUC in its own transition filing that it had waived all Late Payment  
12 Charges and paused disconnections during the emergency-protection period due to the  
13 COVID-19 pandemic from March 15, 2020 through September 30, 2021 however,  
14 Plaintiff Christopher Hanley still received late charges on his billing statements which  
15 also included a disconnection notice. **(Exhibit 4)**

16  
17 19. Due to the pattern of inaccurate billing, Plaintiff Christopher Hanley repeatedly requested  
18 review of his account statements as he noticed that despite the solar installation in 2020,  
19 his bills did not decrease compared to the prior year when there were no solar panels  
20 installed despite his equipment all being operational.

21  
22 20. Since the monthly bill dated January 2023, no solar credits have been applied to  
23 Plaintiff's statements and there have been no significant changes in usage. **(Exhibit 5)**

24 21. Plaintiff's bills were significantly higher in previous years compared to his 2024 and  
25 2025 statements.

26 22. On the statement prepared January 12, 2024, Defendant SCE altered Plaintiff Christopher  
27 Hanley's accounts from monthly billing to annual billing without notice or explanation.  
28 **(Exhibit 6)**

1 23. On July 18, 2025, Plaintiff Christopher Hanley filed an informal complaint with CPUC  
2 about billing inaccuracies (**Exhibit 7**)

3 24. On March 07, 2025, SCE approved Christopher Hanley for the Medical Baseline program  
4 for his medical device. (**Exhibit 8**)

5  
6 25. Defendants' February 2026 bill threatened to shut off Plaintiff's power if he did not pay  
7 for the entire outstanding balance including compounding penalties dating back to the  
8 inception of his account including those in which he did not receive a bill and on amounts  
9 that he received credits for. (**Exhibit 9**)

10  
11 **ALLEGATIONS**

12 26. SCE failed to accurately calculate solar billing credits according to the NEM agreement.  
13 As a result, it overcharged Plaintiff.

14 27. Additionally, Plaintiff was not able to verify the accuracy of the meters or even to  
15 effectively challenge the accuracy of their meters.

16 28. SCE failed to provide solar rebates according to the SGIP rebate program agreement.

17 29. Plaintiff was overcharged for electricity and had no ability to audit or review their  
18 electricity bills after repeatedly asking for itemized billing statements to allow them to  
19 compare their bills from prior years.

20  
21 30. The only way Plaintiffs could become aware that SCE had previously overcharged them  
22 was to review and audit their electricity bills after solar panels were installed and to  
23 compare those bills against prior bills.

24 31. SCE failed to provide explanation and detailed, itemized billing statements which are  
25 limited to the past 36 months via the customer portal when Plaintiff Christopher Hanley  
26 requested the documents in order to do his own review of his accounting because SCE  
27 had previously issued billing corrections and acknowledged inaccuracies.  
28

1 32. SCE acknowledged previous billing failures and applied credits but did not disclose how  
2 those credits were calculated after the Plaintiffs' numerous attempts to clarify and rectify  
3 the bill.

4 33. Defendant threatened to disconnect electrical service despite Plaintiff's good-faith efforts  
5 to resolve the billing dispute according to accurate and transparent calculations which  
6 were never provided.  
7

8 FIRST CAUSE OF ACTION

9 (Injunctive Relief)

10 34. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
11 paragraphs of this complaint.  
12

13 35. Plaintiff is seventy-two (72) years of age and is enrolled in SCE's Medical Baseline  
14 Program. Electrical service at Plaintiff's primary residence is essential for the safe  
15 operation of medical equipment and the habitability of the home.  
16

17 36. Defendant has threatened to disconnect despite the existence of an ongoing billing  
18 dispute and Plaintiff's repeated requests for explanation and documentation regarding the  
19 charges applied to the account.

20 37. Plaintiff is seventy-two (72) years of age and resides at the subject property in Joshua  
21 Tree, California. Plaintiff is enrolled in the Medical Baseline Program administered by  
22 Defendant SCE, reflecting that electrical service is necessary for Plaintiff's health and/or  
23 safety. Plaintiff is medically vulnerable.

24 38. Defendant has engaged in a pattern of inaccurate and unreliable billing practices,  
25 including the failure to properly apply credits to Plaintiff's account despite previously  
26 acknowledging significant billing errors and issuing credits totaling approximately  
27 \$75,000 as of 2023. Defendant has continued to assess additional charges without  
28

1 providing a clear, accurate, or itemized accounting of how such charges were calculated  
2 or how prior credits were applied.

3 39. Plaintiff has repeatedly requested billing statements, account records, and explanations  
4 sufficient to verify the balance claimed by Defendant. Defendant has failed to provide a  
5 complete and transparent accounting.

6 40. Despite the existence of a bona fide dispute regarding the accuracy of the account  
7 balance, Defendant has threatened to disconnect electrical service to Plaintiff's residence  
8 based on disputed and unverified charges.

9 41. Electrical service is essential to the habitability of Plaintiff's residence and the operation  
10 of medical equipment. The loss of electrical service poses an immediate and serious risk  
11 to Plaintiff's health, safety, and well-being.

12 42. Absent immediate injunctive relief, Plaintiff will suffer irreparable harm for which  
13 monetary damages are inadequate. The loss of essential electrical service, particularly in  
14 light of Plaintiff's age and medical condition, cannot be remedied solely by financial  
15 compensation.

16 43. The balance of equities strongly favors Plaintiff. Maintaining or restoring electrical  
17 service during the pendency of this dispute imposes minimal burden on Defendant, while  
18 denial of such relief would subject Plaintiff to significant health risks.

19 44. Plaintiff has no adequate remedy at law and therefore seeks injunctive relief to preserve  
20 the status quo pending resolution of this action

21  
22  
23  
24 SECOND CAUSE OF ACTION

25 (Breach of Contract)

26 45. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
27 paragraphs of this complaint.

1 46. Plaintiff and Defendant Southern California Edison entered into a contractual relationship  
2 for the provision of electrical service to Plaintiff's residence. This contractual relationship  
3 includes the terms and conditions governing electrical service, billing, and the application  
4 of credits, including those associated with Plaintiff's solar energy system.

5 47. Plaintiff has performed all conditions, covenants, and obligations required on his part  
6 under the agreement, except to the extent such performance has been excused by  
7 Defendant's conduct.  
8

9 48. Defendant breached the agreement by, among other things:

10 a. Failing to accurately calculate and bill for electrical service and properly apply credits  
11 to Plaintiff's account, including substantial credits previously issued to correct  
12 acknowledged billing errors;

13 b. Charging and maintaining amounts that are inaccurate, unsupported, or inconsistent  
14 with actual usage and properly applied credits; and

15 c. Failing to provide accurate, itemized billing statements and a clear accounting  
16 sufficient to explain the charges and balance asserted upon request  
17

18 49. Defendant previously acknowledged significant billing errors and issued credits totaling  
19 approximately \$75,000 as of 2023. Despite this acknowledgment, Defendant has failed to  
20 properly account for or apply such credits in subsequent billing and has continued to  
21 assert that Plaintiff owes amounts that are not supported by an accurate accounting.

22 50. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damages,  
23 including but not limited to overcharges, improper fees, and financial harm associated  
24 with inaccurate billing and threatened loss of essential electrical service.  
25

26 51. Plaintiff has been damaged in an amount to be proven at trial.  
27  
28

1 THIRD CAUSE OF ACTION

2 (Negligence)

3 52. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
4 paragraphs of this complaint. Plaintiff asserts this claim on behalf of himself.

5 53. Defendants had a duty to their consumers, as a public utility, to measure usage accurately,  
6 charge rates and apply credits from solar production accordingly. Defendants also had a  
7 duty to adopt accepted best practices for the meter systems billing.  
8

9 54. Defendants were put on notice by Plaintiff of the inaccuracy of its meters back in 2020  
10 when Plaintiff called and notified SCE of what he suspected were excessive and  
11 unusually high charges for his electricity usage and for failure to provide any bills for a  
12 period of 7 months. Defendants had the further duty to reasonably investigate the cause  
13 of Plaintiffs excessive electricity charges, and investigation which Plaintiff could not  
14 conduct.  
15

16 55. Defendants breached their duty to Plaintiff by failing to take reasonable measures to  
17 assure the accuracy of the meters and apply solar credits. Plaintiff has been dealing with  
18 the outrageous electricity charges, inaccurate billing, lack of billing and SCE's failure to  
19 calculate and apply solar credits to his bill for as long as the account has been active.

20 56. Defendants breach caused damages to Plaintiff, namely that Plaintiff  
21 has been financially and economically damaged when they were required to pay  
22 unreasonable electricity charges.  
23

24 FOURTH CAUSE OF ACTION

25 (Unfair Business Practices (Bus. & Prof. Code § 17200))

26 57. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
27 paragraphs of this complaint.

28 58. Defendant has engaged in unlawful, unfair, and fraudulent business acts and practices

1 within the meaning of California Business and Professions Code section 17200, including  
2 but not limited to:

- 3 a. Failing to provide accurate, consistent, and transparent billing statements;
- 4 b. Failing to properly apply credits to Plaintiff's account, including substantial
- 5 c. credits previously issued to correct acknowledged billing errors;
- 6 d. Assessing and maintaining charges that are inaccurate, unsupported, or not
- 7 adequately explained;
- 8 e. Failing to provide requested documentation and itemized billing necessary for
- 9 Plaintiff to verify the account balance;
- 10 f. Continuing to impose charges and threaten disconnection of electrical service
- 11 based on disputed and unverified amounts; and
- 12 g. Engaging in billing practices that are misleading and likely to deceive consumers
- 13 regarding the true amount owed.
- 14
- 15

16 59. Defendant Defendant's conduct, as described herein, is unlawful in that it violates  
17 applicable rules, regulations, and obligations governing utility billing and customer  
18 accounts.

19 60. Defendant Defendant's conduct, as described herein, is unlawful in that it violates  
20 applicable rules, regulations, and obligations governing utility billing and customer  
21 accounts.

22 61. Defendant's conduct is unfair in that the harm to Plaintiff outweighs any legitimate utility  
23 practice, particularly given Defendant's knowledge of prior billing errors and Plaintiff's  
24 status as an elderly and medically vulnerable customer.

25 62. Defendant's conduct is fraudulent in that it is likely to deceive members of the public,  
26 including Plaintiff, by presenting inaccurate or misleading account balances without  
27 adequate explanation.  
28

1 63. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered injury in  
2 fact and has lost money, including but not limited to overcharges, improper fees, and the  
3 risk of loss of essential electrical service.

4 64. Plaintiff seeks relief under Business and Professions Code section 17203, including  
5 restitution of any amounts improperly collected and injunctive relief to prevent  
6 Defendant from continuing the unlawful and unfair practices described herein.  
7

8 65. Plaintiff contends that Defendant has failed to properly apply credits associated with  
9 Plaintiff's solar energy system and prior billing adjustments, including substantial credits  
10 previously issued by Defendant. Plaintiff further contends that Defendant has failed to  
11 provide a clear, accurate, and itemized accounting of the charges, credits, and balances  
12 reflected on the account.

13 66. Plaintiff seeks is entitled to an award of attorneys' fees and costs under California Code  
14 of Civil Procedure section 1021.5.  
15

16 FIFTH CAUSE OF ACTION

17 (Elderly Abuse Welf. & Inst. Code § 15600 et seq.)

18 67. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
19 paragraphs of this complaint.

20 68. Plaintiff is seventy-two (72) years of age and is therefore an "elder" within the meaning  
21 of California Welfare and Institutions Code section 15610.27.

22 69. Defendant Southern California Edison has taken, appropriated, obtained, or retained  
23 property belonging to Plaintiff for a wrongful use within the meaning of California  
24 Welfare and Institutions Code section 15610.30, including by charging and attempting to  
25 collect amounts that are inaccurate, unsupported, and not properly owed.  
26  
27  
28

1 70. Plaintiff is enrolled in SCE's Medical Baseline Program. Electrical service at Plaintiff's  
2 residence is essential for the safe operation of medical equipment and the habitability of  
3 the home.

4 71. Defendant previously acknowledged significant billing errors and issued credits totaling  
5 approximately \$75,000 as of 2023. Despite this knowledge, Defendant failed to properly  
6 apply such credits and continued to assert that Plaintiff owed additional amounts that  
7 were not supported by a clear or accurate accounting.  
8

9 72. Defendant knew or should have known that its conduct was likely to be harmful to  
10 Plaintiff, particularly in light of Plaintiff's status as an elderly and medically vulnerable  
11 individual enrolled in the Medical Baseline Program.

12 73. Defendant's conduct includes the continued imposition and attempted collection of  
13 disputed and unverified charges, the failure to provide a clear accounting of Plaintiff's  
14 account, and the threat of disconnection of essential electrical service based on such  
15 charges.  
16

17 74. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered harm,  
18 including financial loss, overcharges, and exposure to the loss of essential electrical  
19 service necessary for health and/or safety.

20 75. Defendant's conduct was carried out with recklessness, oppression, fraud, and/or malice,  
21 entitling Plaintiff to all remedies available under California Welfare and Institutions Code  
22 section 15657.5, including compensatory damages, attorney's fees, and costs.

23 76. Defendant has threatened to disconnect or has disconnected electrical service despite the  
24 existence of an ongoing billing dispute and Plaintiff's repeated requests for explanation  
25 and documentation regarding the charges applied to the account.  
26  
27  
28

1 77. Absent immediate court intervention, Plaintiff will suffer irreparable harm, including the  
2 loss of essential electrical service required for health and/or safety. Monetary damages  
3 alone would be inadequate to remedy this harm.

4 78. As a result of the conduct of the Defendants and especially due to Plaintiff's ongoing  
5 health issues and age, Plaintiff has suffered extreme physical and emotional injuries by  
6 reason of the angst and emotional distress caused by being overcharged and threatened to  
7 have utilities disconnected.

8  
9 79. Plaintiff therefore seeks a temporary restraining order and preliminary injunction  
10 prohibiting Defendant from disconnecting electrical service to the property and/or  
11 requiring restoration of service pending resolution of this dispute.

12  
13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays as follows:

- 15 1. Award Plaintiff appropriate monetary relief, including actual damages, statutory damages,  
16 punitive damages, restitution, and disgorgement;
- 17 2. That Plaintiff be awarded equitable, injunctive, and declaratory relief, as may be  
18 appropriate. Plaintiff seeks appropriate injunctive relief designed to prevent Defendants  
19 from continuing their unlawful billing practices with current and future customers.
- 20 3. That Plaintiff be awarded pre-judgment and post-judgment interest to the maximum  
21 extent allowable;
- 22 4. That Plaintiff be awarded prejudgment and post-judgment interest thereon;
- 23 5. That Plaintiff be awarded its cost of suit; and
- 24 6. For such further relief as the Court deems equitable, just and proper;
- 25
- 26
- 27
- 28

1 DATED: March 18, 2026



2  
3 BY: CHRISTOPHER HANLEY  
4 *In Pro Per*

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**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN BERNARDINO**

San Bernardino District  
247 West 3rd St  
San Bernardino CA 92415  
sanbernardino.courts.ca.gov  
909-708-8678

Hanley -v- Southern California Edison et al

**NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT**

Case Number

CIVSB2609270

Christopher Hanley  
57556 29 Palms Highway #25  
Yucca Valley CA 92284

chris@invisible.house

This case has been assigned to: Lily L Sinfieldin Department S31 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 10/12/2026 at 8:30 AM in Department S31 - SBJC

Date: 4/10/2026

By: \_\_\_\_\_  
Amalia Molina, Deputy Clerk

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above-listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above-listed notice by:

- Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.
- Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.
- A copy of this notice was given to the filing party at the counter.
- A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file-stamped documents.
- A copy of this notice was electronically served via email to the interested party at the email address provided through eFile or the case file as shown above, in compliance with court procedures and applicable laws.

Date of Mailing: 4/10/2026

I declare under penalty of perjury that the forgoing is true and correct. Executed on 4/10/2026 at San Bernardino, CA.

By: \_\_\_\_\_  
Amalia Molina, Deputy Clerk

|   |  |  |
|---|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME:<br>FIRM NAME:<br>STREET ADDRESS:<br>CITY:<br>TELEPHONE NO.:<br>EMAIL ADDRESS:<br>ATTORNEY FOR (name): | STATE BAR NUMBER:<br><br>STATE:                      ZIP CODE:<br>FAX NO.:       | <b>FOR COURT USE ONLY</b>  |
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b><br>STREET ADDRESS:<br>MAILING ADDRESS:<br>CITY AND ZIP CODE:<br>BRANCH NAME:                       |  |  |
| CASE NAME:  |  |  |
| <b>CIVIL CASE COVER SHEET</b><br><input type="checkbox"/> <b>Unlimited</b><br>(Amount demanded exceeds \$35,000)                                  | <input type="checkbox"/> <b>Limited</b><br>(Amount demanded is \$35,000 or less) | <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |
|   |  | CASE NUMBER:<br><br>JUDGE:<br>DEPT.:   |

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

|   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Asbestos</b></p> <input type="checkbox"/> Asbestos (04) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/Unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) <p><b>Employment Development Department (EDD)</b></p> <input type="checkbox"/> EDD decision review (48) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.404)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Comprehensive groundwater adjudication (47)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint ( <i>not specified above</i> ) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition ( <i>not specified above</i> ) (43) |
|---|--|---|



2. Is this case complex under rule 3.400 of the California Rules of Court?  Yes  No

If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply):

- a.  monetary
- b.  nonmonetary; declaratory or injunctive relief
- c.  punitive

4. Number of causes of action (specify):

5. Is this case a class action suit?  Yes  No

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

  
\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 of the California Rules of Court or a complex case, this cover sheet will be used for statistical purposes only.

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on pages 1 and 2. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 of the California Rules of Court is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$35,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**SEE PAGE 3 FOR INFORMATION PURPOSES ONLY.**



## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)–Personal Injury/Property Damage/  
Wrongful Death  
Uninsured Motorist (46) *(if the case involves  
an uninsured motorist claim subject to  
arbitration, check this item instead of Auto)*

**Asbestos**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death

**Other PI/PD/WD (Personal Injury/****Property Damage/Wrongful Death) Tort**

Product Liability *(not asbestos or toxic/  
environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians &  
Surgeons  
Other Professional Health Care  
Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g.,  
assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest)  
*(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not  
medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract *(not  
unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach–Seller Plaintiff  
*(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book  
accounts) (09)  
Collections Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally  
complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent  
domain, landlord-tenant, or  
foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs,  
check this item; otherwise, report as  
Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition re Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case  
Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor Commissioner  
Appeals

**Employment Development Department (EDD)**

EDD Decision Review (48) *(if the case  
involves an Employment Development  
Department decision, check this item  
instead of Wrongful Termination or Other  
Employment)*

**Provisionally Complex Civil Litigation (Cal.****Rules of Court, rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Comprehensive Groundwater Adjudication  
(47)  
Insurance Coverage Claims *(arising from  
provisionally complex case type listed  
above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic  
relations)*  
Sister-State Judgment  
Administrative Agency Award *(not unpaid  
taxes)*  
Petition/Certification of Entry of Judgment  
on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only Injunctive Relief  
Only *(non-harassment)*  
Mechanic's Lien  
Other Commercial Complaint Case *(non-  
tort/non-complex)*  
Other Civil Complaint *(non-tort/non-  
complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

APR 09 2025

  
BY: Arnelia Molina, Deputy

1 Christopher Hanley  
In Pro Per  
2 57556 29 Palms Highway #25  
Yucca Valley, CA, 92284  
3 Email: [chris@invisible.house](mailto:chris@invisible.house)

4 CHRISTOPHER HANLEY, IN PRO PER

5  
6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
7 **FOR THE COUNTY OF SAN BERNARDINO**  
8 **CIVIL DIVISION, SAN BERNARDINO DISTRICT**  
9

10 CHRISTOPHER HANLEY, an individual;

11 Defendant(s),

12 vs.

13  
14 SOUTHERN CALIFORNIA EDISON, a  
California corporation; and DOES 1 through 20,  
15 inclusive;

16 Plaintiff(s).  
17

Case No.: **CIV SB 2609270**

**COMPLAINT FOR DAMAGES AND  
REQUEST FOR INJUNCTION**

- 1) INJUNCTIVE RELIEF
- 2) BREACH OF CONTRACT
- 3) NEGLIGENCE
- 5) UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code § 17200)
- 5) ELDERLY ABUSE(Welf. & Inst. Code § 15600 et seq.)

**DEMAND FOR JURY TRIAL**

18  
19  
20 Plaintiff Christopher Hanley (“Plaintiff”) alleges as follows against Defendant Southern  
California Edison Company (“SCE” or “Defendant”):

21 **INTRODUCTION**

- 22 1. Plaintiff seeks monetary damages for excessive billing for electricity by Defendants as a  
23 result of faulty billing calculations, meters or other reasons to be discovered.
- 24 2. The focus of this action is on the incorrect calculations and failure to provide billing,  
25 NEM/PTO both on billing statements and on the solar installation rebate (“SGIP”) and  
26 SCE’s failure to measure meters that measure solar power generation.  
27  
28

- 1 3. This action is brought in this court pursuant to Public Utilities Code § 2106, because  
2 Plaintiff has no effective administrative remedy under Defendants tariffs filed with the  
3 California Public Utilities Commission ("CPUC") and the CPUC has no statutory  
4 authority to award the monetary damages sought by Plaintiff. Plaintiff thus has no legal  
5 remedy to recover his monetary damages other than this action.
- 6 4. Defendants are in the utility business providing and servicing electricity to residents of  
7 southern California. Plaintiff had no reasonable way of knowing whether their meters  
8 were accurately monitoring their electricity usage and how solar credits were being  
9 applied. When the meter and and after solar panels were installed on premises in 2020,  
10 Plaintiff was billed excessively.
- 11 5. On his own behalf, Plaintiff seeks damages, attorneys fees and costs pursuant to statutory  
12 and common law theories of liability alleged herein below.

#### 13 **THE PARTIES, JURISDICTION AND VENUE**

- 14 6. Plaintiff, CHRISTOPHER HANLEY, is an individual, hereinafter "Plaintiff" or  
15 "Hanley", residing at 8198 Uphill Rd Joshua Tree, CA 92282.,
- 16 7. Defendant, SOUTHERN CALIFORNIA EDISON, a California Corporation, hereinafter  
17 "Defendant" or "SCE", is a California Company , with its principal address as 2244  
18 Walnut Grove Avenue, Rosemead, California 91770.
- 19 8. This Court may exercise jurisdiction over this case and these parties under Code 11 of  
20 Civil Procedure § 410.10. This is a court of general jurisdiction, and the amount in  
21 controversy exceeds this court's jurisdictional minimum. Plaintiff is a resident of  
22 California.
- 23 9. Venue in this County is proper because Defendant's office and Plaintiff's residence is in  
24 the county of San Bernardino, California.

1 10. All allegations in this complaint are based on information and belief and/or the  
2 documents and information currently available and in the hands of Plaintiff's attorneys,  
3 and are such that additional evidentiary support and detail will be forthcoming after a  
4 reasonable opportunity for further investigation or discovery.  
5

### 6 **FACTUAL BACKGROUND**

#### 7 11. The NEM Solar Generation Program

8 SCE established the "Net Energy Metering" (NEM) program pursuant to section 2827.  
9 NEM allows eligible customers who install renewable generation at their homes or  
10 businesses to offset their consumption of electricity by the amount of electricity they  
11 generate. (§ 2827, subd. (b)(6).) Section 2827 also provides for "[n]et surplus  
12 electricity compensation'" to a customer where the customer produces more power than  
13 it consumes over the course of a year. (Id., subd. (b)(9).) Rule 21 provides for  
14 expedited procedures for NEM generators seeking to interconnect to SCE's electricity  
15 grid.  
16  
17

#### 18 12. California Solar Initiative Program (SGIP)

19 The PUC oversees the SGIP program, which provides cash incentives to utility customers  
20 who install solar generating systems for their homes and other properties.  
21

#### 22 13. Medical Baseline (MBL)

23  
24 SCE MBL provides an additional 16.5 kilowatt-hours (kWh) of electricity to your home  
25 daily at the lowest baseline rate to help offset the cost of operating qualified medical  
26 devices or equipment and it gives additional protections and notices before disconnection.  
27  
28

1 14. On July 29, 2019, Plaintiff Christopher Hanley set up his electricity utility with SCE. At  
2 the time of signup, Plaintiff Christopher Hanley understood that SCE would bill him  
3 monthly for electricity services.

4  
5 15. SCE has been repeatedly inaccurately billed Plaintiff Christopher Hanley and which they  
6 have recognized after repeated inquiries from Plaintiff. **(Exhibit 1)**

7 16. On November 11 2020, Plaintiff signed a Net Metering Agreement **(Exhibit 2)** with SCE  
8 installed solar panels in his home.

9 17. On February 12, 2020 SCE recognized a billing error **(Exhibit 3)** and credited Plaintiff's  
10 account.

11 18. SCE told the CPUC in its own transition filing that it had waived all Late Payment  
12 Charges and paused disconnections during the emergency-protection period due to the  
13 COVID-19 pandemic from March 15, 2020 through September 30, 2021 however,  
14 Plaintiff Christopher Hanley still received late charges on his billing statements which  
15 also included a disconnection notice. **(Exhibit 4)**

16  
17 19. Due to the pattern of inaccurate billing, Plaintiff Christopher Hanley repeatedly requested  
18 review of his account statements as he noticed that despite the solar installation in 2020,  
19 his bills did not decrease compared to the prior year when there were no solar panels  
20 installed despite his equipment all being operational.

21  
22 20. Since the monthly bill dated January 2023, no solar credits have been applied to  
23 Plaintiff's statements and there have been no significant changes in usage. **(Exhibit 5)**

24 21. Plaintiff's bills were significantly higher in previous years compared to his 2024 and  
25 2025 statements.

26 22. On the statement prepared January 12, 2024, Defendant SCE altered Plaintiff Christopher  
27 Hanley's accounts from monthly billing to annual billing without notice or explanation.  
28 **(Exhibit 6)**

1 23. On July 18, 2025, Plaintiff Christopher Hanley filed an informal complaint with CPUC  
2 about billing inaccuracies (**Exhibit 7**)

3 24. On March 07, 2025, SCE approved Christopher Hanley for the Medical Baseline program  
4 for his medical device. (**Exhibit 8**)

5  
6 25. Defendants' February 2026 bill threatened to shut off Plaintiff's power if he did not pay  
7 for the entire outstanding balance including compounding penalties dating back to the  
8 inception of his account including those in which he did not receive a bill and on amounts  
9 that he received credits for. (**Exhibit 9**)

10  
11 **ALLEGATIONS**

12 26. SCE failed to accurately calculate solar billing credits according to the NEM agreement.  
13 As a result, it overcharged Plaintiff.

14 27. Additionally, Plaintiff was not able to verify the accuracy of the meters or even to  
15 effectively challenge the accuracy of their meters.

16 28. SCE failed to provide solar rebates according to the SGIP rebate program agreement.

17 29. Plaintiff was overcharged for electricity and had no ability to audit or review their  
18 electricity bills after repeatedly asking for itemized billing statements to allow them to  
19 compare their bills from prior years.

20  
21 30. The only way Plaintiffs could become aware that SCE had previously overcharged them  
22 was to review and audit their electricity bills after solar panels were installed and to  
23 compare those bills against prior bills.

24 31. SCE failed to provide explanation and detailed, itemized billing statements which are  
25 limited to the past 36 months via the customer portal when Plaintiff Christopher Hanley  
26 requested the documents in order to do his own review of his accounting because SCE  
27 had previously issued billing corrections and acknowledged inaccuracies.  
28

1 32. SCE acknowledged previous billing failures and applied credits but did not disclose how  
2 those credits were calculated after the Plaintiffs' numerous attempts to clarify and rectify  
3 the bill.

4 33. Defendant threatened to disconnect electrical service despite Plaintiff's good-faith efforts  
5 to resolve the billing dispute according to accurate and transparent calculations which  
6 were never provided.  
7

8 FIRST CAUSE OF ACTION

9 (Injunctive Relief)

10 34. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
11 paragraphs of this complaint.  
12

13 35. Plaintiff is seventy-two (72) years of age and is enrolled in SCE's Medical Baseline  
14 Program. Electrical service at Plaintiff's primary residence is essential for the safe  
15 operation of medical equipment and the habitability of the home.  
16

17 36. Defendant has threatened to disconnect despite the existence of an ongoing billing  
18 dispute and Plaintiff's repeated requests for explanation and documentation regarding the  
19 charges applied to the account.

20 37. Plaintiff is seventy-two (72) years of age and resides at the subject property in Joshua  
21 Tree, California. Plaintiff is enrolled in the Medical Baseline Program administered by  
22 Defendant SCE, reflecting that electrical service is necessary for Plaintiff's health and/or  
23 safety. Plaintiff is medically vulnerable.

24 38. Defendant has engaged in a pattern of inaccurate and unreliable billing practices,  
25 including the failure to properly apply credits to Plaintiff's account despite previously  
26 acknowledging significant billing errors and issuing credits totaling approximately  
27 \$75,000 as of 2023. Defendant has continued to assess additional charges without  
28

1 providing a clear, accurate, or itemized accounting of how such charges were calculated  
2 or how prior credits were applied.

3 39. Plaintiff has repeatedly requested billing statements, account records, and explanations  
4 sufficient to verify the balance claimed by Defendant. Defendant has failed to provide a  
5 complete and transparent accounting.

6 40. Despite the existence of a bona fide dispute regarding the accuracy of the account  
7 balance, Defendant has threatened to disconnect electrical service to Plaintiff's residence  
8 based on disputed and unverified charges.

9 41. Electrical service is essential to the habitability of Plaintiff's residence and the operation  
10 of medical equipment. The loss of electrical service poses an immediate and serious risk  
11 to Plaintiff's health, safety, and well-being.

12 42. Absent immediate injunctive relief, Plaintiff will suffer irreparable harm for which  
13 monetary damages are inadequate. The loss of essential electrical service, particularly in  
14 light of Plaintiff's age and medical condition, cannot be remedied solely by financial  
15 compensation.

16 43. The balance of equities strongly favors Plaintiff. Maintaining or restoring electrical  
17 service during the pendency of this dispute imposes minimal burden on Defendant, while  
18 denial of such relief would subject Plaintiff to significant health risks.

19 44. Plaintiff has no adequate remedy at law and therefore seeks injunctive relief to preserve  
20 the status quo pending resolution of this action

21  
22  
23  
24 SECOND CAUSE OF ACTION

25 (Breach of Contract)

26 45. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
27 paragraphs of this complaint.

1 46. Plaintiff and Defendant Southern California Edison entered into a contractual relationship  
2 for the provision of electrical service to Plaintiff's residence. This contractual relationship  
3 includes the terms and conditions governing electrical service, billing, and the application  
4 of credits, including those associated with Plaintiff's solar energy system.

5 47. Plaintiff has performed all conditions, covenants, and obligations required on his part  
6 under the agreement, except to the extent such performance has been excused by  
7 Defendant's conduct.  
8

9 48. Defendant breached the agreement by, among other things:

10 a. Failing to accurately calculate and bill for electrical service and properly apply credits  
11 to Plaintiff's account, including substantial credits previously issued to correct  
12 acknowledged billing errors;

13 b. Charging and maintaining amounts that are inaccurate, unsupported, or inconsistent  
14 with actual usage and properly applied credits; and

15 c. Failing to provide accurate, itemized billing statements and a clear accounting  
16 sufficient to explain the charges and balance asserted upon request  
17

18 49. Defendant previously acknowledged significant billing errors and issued credits totaling  
19 approximately \$75,000 as of 2023. Despite this acknowledgment, Defendant has failed to  
20 properly account for or apply such credits in subsequent billing and has continued to  
21 assert that Plaintiff owes amounts that are not supported by an accurate accounting.

22 50. As a direct and proximate result of Defendant's breaches, Plaintiff has suffered damages,  
23 including but not limited to overcharges, improper fees, and financial harm associated  
24 with inaccurate billing and threatened loss of essential electrical service.  
25

26 51. Plaintiff has been damaged in an amount to be proven at trial.  
27  
28

1 THIRD CAUSE OF ACTION

2 (Negligence)

3 52. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
4 paragraphs of this complaint. Plaintiff asserts this claim on behalf of himself.

5 53. Defendants had a duty to their consumers, as a public utility, to measure usage accurately,  
6 charge rates and apply credits from solar production accordingly. Defendants also had a  
7 duty to adopt accepted best practices for the meter systems billing.  
8

9 54. Defendants were put on notice by Plaintiff of the inaccuracy of its meters back in 2020  
10 when Plaintiff called and notified SCE of what he suspected were excessive and  
11 unusually high charges for his electricity usage and for failure to provide any bills for a  
12 period of 7 months. Defendants had the further duty to reasonably investigate the cause  
13 of Plaintiffs excessive electricity charges, and investigation which Plaintiff could not  
14 conduct.  
15

16 55. Defendants breached their duty to Plaintiff by failing to take reasonable measures to  
17 assure the accuracy of the meters and apply solar credits. Plaintiff has been dealing with  
18 the outrageous electricity charges, inaccurate billing, lack of billing and SCE's failure to  
19 calculate and apply solar credits to his bill for as long as the account has been active.

20 56. Defendants breach caused damages to Plaintiff, namely that Plaintiff  
21 has been financially and economically damaged when they were required to pay  
22 unreasonable electricity charges.  
23

24 FOURTH CAUSE OF ACTION

25 (Unfair Business Practices (Bus. & Prof. Code § 17200))

26 57. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
27 paragraphs of this complaint.

28 58. Defendant has engaged in unlawful, unfair, and fraudulent business acts and practices

1 within the meaning of California Business and Professions Code section 17200, including  
2 but not limited to:

- 3 a. Failing to provide accurate, consistent, and transparent billing statements;
- 4 b. Failing to properly apply credits to Plaintiff's account, including substantial
- 5 c. credits previously issued to correct acknowledged billing errors;
- 6 d. Assessing and maintaining charges that are inaccurate, unsupported, or not
- 7 adequately explained;
- 8 e. Failing to provide requested documentation and itemized billing necessary for
- 9 Plaintiff to verify the account balance;
- 10 f. Continuing to impose charges and threaten disconnection of electrical service
- 11 based on disputed and unverified amounts; and
- 12 g. Engaging in billing practices that are misleading and likely to deceive consumers
- 13 regarding the true amount owed.
- 14
- 15

16 59. Defendant Defendant's conduct, as described herein, is unlawful in that it violates  
17 applicable rules, regulations, and obligations governing utility billing and customer  
18 accounts.

19 60. Defendant Defendant's conduct, as described herein, is unlawful in that it violates  
20 applicable rules, regulations, and obligations governing utility billing and customer  
21 accounts.

22 61. Defendant's conduct is unfair in that the harm to Plaintiff outweighs any legitimate utility  
23 practice, particularly given Defendant's knowledge of prior billing errors and Plaintiff's  
24 status as an elderly and medically vulnerable customer.

25 62. Defendant's conduct is fraudulent in that it is likely to deceive members of the public,  
26 including Plaintiff, by presenting inaccurate or misleading account balances without  
27 adequate explanation.  
28

1 63. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered injury in  
2 fact and has lost money, including but not limited to overcharges, improper fees, and the  
3 risk of loss of essential electrical service.

4 64. Plaintiff seeks relief under Business and Professions Code section 17203, including  
5 restitution of any amounts improperly collected and injunctive relief to prevent  
6 Defendant from continuing the unlawful and unfair practices described herein.  
7

8 65. Plaintiff contends that Defendant has failed to properly apply credits associated with  
9 Plaintiff's solar energy system and prior billing adjustments, including substantial credits  
10 previously issued by Defendant. Plaintiff further contends that Defendant has failed to  
11 provide a clear, accurate, and itemized accounting of the charges, credits, and balances  
12 reflected on the account.

13 66. Plaintiff seeks is entitled to an award of attorneys' fees and costs under California Code  
14 of Civil Procedure section 1021.5.  
15

16 FIFTH CAUSE OF ACTION

17 (Elderly Abuse Welf. & Inst. Code § 15600 et seq.)

18 67. Plaintiff hereby incorporates by reference the allegations contained in all preceding  
19 paragraphs of this complaint.

20 68. Plaintiff is seventy-two (72) years of age and is therefore an "elder" within the meaning  
21 of California Welfare and Institutions Code section 15610.27.

22 69. Defendant Southern California Edison has taken, appropriated, obtained, or retained  
23 property belonging to Plaintiff for a wrongful use within the meaning of California  
24 Welfare and Institutions Code section 15610.30, including by charging and attempting to  
25 collect amounts that are inaccurate, unsupported, and not properly owed.  
26  
27  
28

1 70. Plaintiff is enrolled in SCE's Medical Baseline Program. Electrical service at Plaintiff's  
2 residence is essential for the safe operation of medical equipment and the habitability of  
3 the home.

4 71. Defendant previously acknowledged significant billing errors and issued credits totaling  
5 approximately \$75,000 as of 2023. Despite this knowledge, Defendant failed to properly  
6 apply such credits and continued to assert that Plaintiff owed additional amounts that  
7 were not supported by a clear or accurate accounting.  
8

9 72. Defendant knew or should have known that its conduct was likely to be harmful to  
10 Plaintiff, particularly in light of Plaintiff's status as an elderly and medically vulnerable  
11 individual enrolled in the Medical Baseline Program.

12 73. Defendant's conduct includes the continued imposition and attempted collection of  
13 disputed and unverified charges, the failure to provide a clear accounting of Plaintiff's  
14 account, and the threat of disconnection of essential electrical service based on such  
15 charges.  
16

17 74. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered harm,  
18 including financial loss, overcharges, and exposure to the loss of essential electrical  
19 service necessary for health and/or safety.

20 75. Defendant's conduct was carried out with recklessness, oppression, fraud, and/or malice,  
21 entitling Plaintiff to all remedies available under California Welfare and Institutions Code  
22 section 15657.5, including compensatory damages, attorney's fees, and costs.

23 76. Defendant has threatened to disconnect or has disconnected electrical service despite the  
24 existence of an ongoing billing dispute and Plaintiff's repeated requests for explanation  
25 and documentation regarding the charges applied to the account.  
26  
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28

1 77. Absent immediate court intervention, Plaintiff will suffer irreparable harm, including the  
2 loss of essential electrical service required for health and/or safety. Monetary damages  
3 alone would be inadequate to remedy this harm.

4 78. As a result of the conduct of the Defendants and especially due to Plaintiff's ongoing  
5 health issues and age, Plaintiff has suffered extreme physical and emotional injuries by  
6 reason of the angst and emotional distress caused by being overcharged and threatened to  
7 have utilities disconnected.  
8

9 79. Plaintiff therefore seeks a temporary restraining order and preliminary injunction  
10 prohibiting Defendant from disconnecting electrical service to the property and/or  
11 requiring restoration of service pending resolution of this dispute.  
12

### 13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays as follows:

- 15 1. Award Plaintiff appropriate monetary relief, including actual damages, statutory damages,  
16 punitive damages, restitution, and disgorgement;
- 17 2. That Plaintiff be awarded equitable, injunctive, and declaratory relief, as may be  
18 appropriate. Plaintiff seeks appropriate injunctive relief designed to prevent Defendants  
19 from continuing their unlawful billing practices with current and future customers.  
20
- 21 3. That Plaintiff be awarded pre-judgment and post-judgment interest to the maximum  
22 extent allowable;
- 23 4. That Plaintiff be awarded prejudgment and post-judgment interest thereon;
- 24 5. That Plaintiff be awarded its cost of suit; and
- 25 6. For such further relief as the Court deems equitable, just and proper;  
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28

1 DATED: March 18, 2026



2  
3 BY: CHRISTOPHER HANLEY  
4 *In Pro Per*

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**DEMAND FOR JURY TRIAL**

Plaintiff, individually and on behalf of other members of the general public similarly situated hereby demands a trial by a jury.

DATED: March 18, 2026



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BY: CHRISTOPHER HANLEY  
*In Pro Per*



## Alternative Dispute Resolution

Superior Court  
of California -  
County of San  
Bernardino

Alternate Dispute Resolution (ADR) provides an opportunity for parties to receive assistance reaching a resolution in their small claims, landlord tenant, civil, family law, probate case with a trained mediator. The Inland Fair Housing and Mediation Board (IFHMB) provides in-person services for all case types listed above. These services are available for the following court locations:

- ◆ San Bernardino Historic
- ◆ San Bernardino Justice Center
- ◆ Barstow
- ◆ Fontana
- ◆ Joshua Tree

Using ADR to resolve disputes can:

- ◇ Save time, since it can take a lot less time to work out and write up an agreement than go through a trial.
- ◇ Save money on attorney's fees, fees for expert witnesses and other expenses.
- ◇ More control over the outcome. In ADR, parties participate more actively in creating a workable solution than leaving the decision up to a judge or a jury. Also, it can create solutions that go beyond what the court can do.