

PUBLIC UTILITIES COMMISSION505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298**FILED**

06/22/26

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C2506009

June 22, 2026

TO PARTIES OF RECORD IN CASE 25-06-009:

This proceeding was filed on June 10, 2025, and is assigned to Commissioner Karen Douglas and Administrative Law Judge (ALJ) Jamie Ormond. This is the decision of the Presiding Officer, ALJ Ormond.

Any party to this adjudicatory proceeding may file and serve an Appeal of the Presiding Officer's Decision within 30 days of the date of issuance (*i.e.*, the date of mailing) of this decision. In addition, any Commissioner may request review of the Presiding Officer's Decision by filing and serving a Request for Review within 30 days of the date of issuance.

Appeals and Requests for Review must set forth specifically the grounds on which the appellant or requestor believes the Presiding Officer's Decision to be unlawful or erroneous. The purpose of an Appeal or Request for Review is to alert the Commission to a potential error, so that the error may be corrected expeditiously by the Commission. Vague assertions as to the record or the law, without citation, may be accorded little weight.

Appeals and Requests for Review must be served on all parties and accompanied by a certificate of service. Any party may file and serve a Response to an Appeal or Request for Review no later than 15 days after the date the Appeal or Request for Review was filed. In cases of multiple Appeals or Requests for Review, the Response may be to all such filings and may be filed 15 days after the last such Appeal or Request for Review was filed. Replies to Responses are not permitted. (*See*, generally, Rule 14.4 of the Commission's Rules of Practice and Procedure at www.cpuc.ca.gov.)

If no Appeal or Request for Review is filed within 30 days of the date of issuance of the Presiding Officer's Decision, the decision shall become the decision of the Commission. In this event, the Commission will designate a decision number and advise the parties by letter that the Presiding Officer's Decision has become the Commission's decision.

/s/ MICHELLE COOKE

Michelle Cooke

Chief Administrative Law Judge

MLC: asf

Attachment

ALJ/POD-JO2/asf

Decision **PRESIDING OFFICER'S DECISION OF ALJ ORMOND**
(Mailed 6/22/2026)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Clinton W. Riggins,

Complainant,

vs.

Pacific Gas and Electric Company (U39E),
Defendant.

Case 25-06-009

**PRESIDING OFFICER'S DECISION DENYING RELIEF
AND DISMISSING COMPLAINT**

Summary

This Presiding Officer's Decision denies the relief requested and dismisses the complaint with prejudice. Complainant has failed to prove, by a preponderance of the evidence, that Pacific Gas and Electric Company violated any applicable laws, rules, statutes, or orders for which the Commission is authorized to impose remedies.

The Complaint is denied.

This proceeding is closed.

1. Factual and Procedural Background

On June 10, 2025, Mr. Clifford Riggins (Riggins or Complainant), a pro se Complainant from Placerville, California, filed a formal complaint against Pacific Gas and Electric Company (PG&E). Mr. Riggins owns his home in Placerville, California. It is a fully electrified residence, with a pool and a hot tub. In

addition the residence has had one and at times two recreational vehicles (RVs) on the property, and also, at times, an area covered by a pop-up tent.¹ Mr. Riggins also has a workshop (shop) on property.² The pool, hot tub, RVs, and workshop have electrical connections to the residence's electrical power system. No energy audit has been conducted to determine Mr. Riggins' total residential electrical usage.³

Mr. Riggins' property had a rooftop solar system (First System) installed and interconnected under the Net Energy Metering 2 (NEM) Tariff in early 2021. Pursuant to the billing history of the residence, the NEM 2 Annual True-up Bills associated with his residential electric bill with his First System were paid in February 2022,⁴ and February 2023.⁵ Initially the primary account holder was Mr. Riggins' (ex) wife.

¹ Evidentiary Hearing Transcript (Transcript), January 27, 2026, at 46 ln 25 - 46.

² See, Transcript at 39 ln 13, 18, and 20; 42 ln 6; 44 ln 2; 69 ln 15-24: A shop garage is noted several times in the transcript although it is unclear what, if any, activities that occur inside would draw electrical current.

³ Pacific Gas & Electric Company's Opening Brief (PG&E Brief) at 22-23.

⁴ Every month that a rooftop solar customer has pays their electrical bills through a NEM tariff, each month there is a NEM charge and an indication about the amount of electricity that the homeowner used that month. Each month those bills are added together in a NEM true-up table which can be found on each billing statement. The NEM true-up is billed to customers on an annual basis.

Answer of PG&E to Complaint of Clinton W. Riggins (Answer) at 4: The first Annual True Up Bill dated March 11, 2022, for service from March 10, 2021, to March 10, 2022, was paid.

⁵ Answer at 4: The second Annual True Up Bill dated March 5, 2023, for service from March 10, 2022, to February 28, 2023, was paid.

Answer at PDF pg 35, indicate how NEM billing works and is detailed on every billing statement:

Footnote continued on next page.

In March 2023, Mr. Riggins became the primary account holder for the property, assuming primary responsibility for the PG&E bills.⁶ Mr. Riggins called PG&E and spoke with a customer care representative and confirmed that he was starting from a zero balance. At that time, Mr. Riggins informed PG&E that a friend lived in an RV on his property and used electricity to some extent.⁷

On January 30, 2024, Mr. Riggins called PG&E and requested that a technician test his electrical meter.⁸ Mr. David Knoche, PG&E Meter Technician, responded to Mr. Riggins' request to test his meter for general accuracy and billing issues, and performed an electrical meter test on February 1, 2024.⁹ Mr. Knoche found that Mr. Riggins' meter worked within its normal operating parameters.¹⁰

Explanation of Calculations:

Your YTD Estimated NEM Charges represents the total charges for energy used, net of any credits for energy exported to the grid.

NEM Charges are calculated each month but are not billed until the end of the True-Up period. This True-Up process allows you to use credits generated in a given month to offset charges across other months within the True-Up period, which is typically 12 billing cycles. Your Summary of NEM Charges will be reset to zero at True-Up.

The Minimum Delivery Charge is billed monthly and credited at True-Up if the total NEM Charges Before Taxes or total Stated Mandated Non-Bypassable Charges are greater than your cumulative Minimum Delivery Charges. Refer to Detail of NEM Charges page for details about the State Mandated Non-Bypassable Charges.

Energy Charges are commodity costs related to energy usage and will be paid (if a positive amount) at True-Up when your NEM Charges Before Taxes are less than the sum of your total Minimum Delivery Charges and Energy Charges.

This is your YTD balance. Your total NEM Charges will be reconciled on your True-Up statement (03/2022).

⁶ PG&E Brief at 10.

⁷ PG&E Brief at 10-11.

⁸ PG&E Brief at 11-12. Mr. Riggins requested to be present during the meter test, and he was.

⁹ Transcript at 303 ln 21-22.

¹⁰ Transcript at 99; 100 ln 5-7; 105 ln 23-24; 106 ln 24.

By February 2024, Mr. Riggins' residential energy usage included a hot tub, shop, an RV, and a pool.¹¹ Mr. Riggins received his February 12, 2024, Billing Statement from PG&E, including his Annual NEM 2 True-Up bill with charges of \$9,521.62. The NEM 2 True-Up bill included charges for electricity used between March 2, 2023, to February 8, 2024, and due on March 4, 2024.¹² From February 2024 until receiving his PG&E billing statement on November 7, 2024, Mr. Riggins put little money towards paying his 2024 Annual NEM 2 True-Up bill. Per his November 7, 2024, PG&E Billing Statement, however, Mr. Riggins had paid off the majority of the amount owed and paid off his 2024 Annual NEM 2 True-up bill.¹³

During that 2024 period, Mr. Riggins contracted with solar installation company V3. In November 2024, V3 submitted an application for a 38-panel, non-export, 2 Tesla Powerwall solar system to PG&E (Second System). Mr.

¹¹ PG&E Brief at 13.

¹² Answer at PDF pg 330: Mr. Riggins' bill:

Statement Date 02/12/2024 page 1: Total NEM Charges - \$9,521.62

Outstanding Credit Balance - \$-1,695.12

Total Amount Due by 03/04/2024 - \$7,837.78

¹³ Answer at PDF pg 402.

Answer at PDF pg 354: Page one of 05/10/2024 Statement - Mr. Riggins received a 15- day Notice to pay to avoid disconnection on his billing statement as result of failure to pay a past due balance.

Answer at PDF pg 370: Page one of 07/1/2024 Statement - Mr. Riggins received a 15- day Notice to pay to avoid disconnection on his billing statement as result of failure to pay a past due balance.

Answer at PDF pg 375: By 08/09/2024, Mr. Riggins had paid \$430.00 towards his \$7,842.23 due on his previous statement.

Riggins' Second System did not receive permission to operate (PTO) from PG&E until March 4, 2025.¹⁴

On February 11, 2025, Mr. Riggins received his Annual NEM 2 True-Up bill for 2024-2025, with a total amount owed of \$11,337.81 (Disputed Bill). The Disputed Bill had a due date of March 4, 2025, the same date that the Second System received its PTO.¹⁵ Mr. Riggins did not pay PG&E the amount due on the Disputed Bill. Mr. Riggins did not call PG&E to inquire about the Disputed Bill or reach a payment arrangement. On March 11, 2025, Mr. Riggins received a 15-day notification of disconnection if he did not pay his past due bill.¹⁶

Between March 21, 2025, and April 8, 2025, PG&E followed its protocol detailed in Electric Tariff Rule 11 and disconnected Mr. Riggins' electricity.¹⁷ On May 30, 2025, Mr. Riggins submitted an informal complaint against P&GE to the Commission.¹⁸ The informal complaint indicated to PG&E that Mr. Riggins believed that he was receiving electricity from PG&E despite being disconnected from the grid.¹⁹ On May 30, 2025, PG&E dispatched Troubleshooter Jefferson

¹⁴ Answer at 5.

¹⁵ Answer at 5. Electric Tariff Rule 8. Brief at 18.

¹⁶ Answer at 5.

¹⁷ Answer at 5-6: March 21, 2025, a 96 hour notice of shut off was emailed to the email address on file. On March 25, 2025, a 48 hour notice of shut off was mailed to the customer. On March 31, 2025, an automated call was placed to the customer advising of potential disconnection. On April 2, 2025, a bill reminder text message was sent to the customer phone number on file. On April 3, 2025, the system began the disconnection process. On April 8, 2025, remote disconnection was completed.

¹⁸ Answer at 7.

¹⁹ PG&E Brief at 25.

Collin to inspect Mr. Riggins' residence and make it safe. Troubleshooter Collins removed Mr. Riggins' electric meter to assuage any safety concerns.²⁰

1.1. Procedural Background

On June 10, 2025, Mr. Riggins filed the instant formal complaint against PG&E as a self-represented litigant. Complainant alleged that, among other things, PG&E's utility meter incorrectly measured electricity produced by his rooftop solar system leading to a billing error.

More specifically, Mr. Riggins alleged that PG&E has misrepresented his energy usage for four years. Mr. Riggins asserts that the misrepresentation of his energy usage led to him having to pay three high NEM 2 True-Up bills. Mr. Riggins alleged that because of PG&E-provided misinformation, he installed a new rooftop solar system, the Second System, that was not needed.²¹

Mr. Riggins' complaint seeks reimbursement of the three high NEM 2 True-Up bills already paid, return of his electric meter and reconnection to the grid, and reimbursement of the costs associated with installing the allegedly unneeded Second System.

At the beginning of the complaint process, Mr. Riggins accused PG&E of misreading his rooftop solar production and his household electricity usage which resulted in inaccurate high bills. By the conclusion of the complaint process, Mr. Riggins alleged that the size of his PG&E bills resulted from voltage issues stemming from a transformer on PG&E's

²⁰ PG&E Brief at 26-28.

²¹ Complaint at Box F and H, Formal Complaint Form page 2 and 3.

distribution system impacting his electric meter or its ability to properly measure his electric usage.²²

On July 1, 2025, the California Public Utilities Commission (Commission) issued an instruction to PG&E to answer the complaint. On July 3, 2025, Mr. Riggins requested to enter the Commission's Alternative Dispute Resolution (ADR) process. Later that same day, PG&E agreed to attend ADR. On July 11, 2025, the assigned Administrative Law Judge (ALJ) issued an email ruling extending the time that PG&E had to answer the complaint until August 27, 2025, providing parties time to work with their assigned ADR neutral to resolve the conflict. On August 1, 2025, the assigned ALJ received notification that parties were unable to come to resolution of the complaint through the ADR process. On August 27, 2025, PG&E filed its answer to the complaint.

On September 4, 2025, the assigned ALJ issued a ruling to set a virtual prehearing conference. On September 9, 2025, the assigned ALJ issued a subsequent ruling directing parties to continue to meet and confer, continue to discuss settlement, and provide the service list with status updates detailing their progress.

On October 6, 2025, a Prehearing Conference (PHC) was held to address the issues of law and fact, determine the need for hearing, set the schedule for resolving the matter, and address other matters as necessary.

²² Post-Hearing Brief of Clinton W. Riggins (Post-Hearing Brief Riggins) at 5-6.

See generally, Transcript at 99-106: Examination of Mr. David Knoche, PG&E's meter technician. Transcript at 291-293: Recross Examination of Mr. Tri Nguyen, PG&E's lead engineer in meter infrastructure and certification.

At the PHC, in anticipation of upcoming winter weather, the assigned ALJ ruled that when Complainant paid \$200 towards his outstanding PG&E bill, PG&E would immediately reinstall Complainant's meter and reconnect the residence to the electric grid.²³ By the end of the prehearing conference, it was clear that evidentiary hearings would be necessary.

On October 9, 2025, the assigned ALJ issued a ruling directing PG&E to produce visual aids to assist Complainant's understanding of the issues at hand. On October 10, 2025, the assigned ALJ issued a ruling directing parties to participate in motion practice to resolve questions about nondisclosure agreements and confidentiality within the discovery process.²⁴

On October 20, 2025, the assigned ALJ issued a ruling providing parties with instructions modifying and simplifying how to handle records, information, and data. The purpose of the order was to enable PG&E to more freely provide information into the proceeding. Complainant had made clear that he did not consider his records, information, and data to be confidential so the assigned ALJ directed PG&E to provide Mr. Riggins with a simplified cover sheet describing the confidentiality at issue with a notation that he may utilize his own data in

²³ As noted above, PG&E Troubleshooter Collins removed Mr. Riggins' electric meter on May 30, 2025, after PG&E had already shut off the residence's electricity. Due to the foreseeable upcoming winter weather, however, by the date of the PHC and with the understanding of the significant costs associated with heating a residence using a generator, the assigned ALJ made this prescient ruling.

²⁴ The discovery process was fraught with tension between PG&E adhering to its obligations to keep customer data confidential and Mr. Riggins' concern that by designating his own data as confidential, that he may not be permitted to bring it forth in future evidentiary hearings.

any future communications with the Commission.²⁵ On December 15, 2026, the assigned ALJ held a status conference, answered PG&E's clarifying questions about the simplified confidentiality designation process, and PG&E complied.

On December 11, 2026, Complainant emailed the service list a "Motion to Compel Emergency Interim Relief - Unsafe Living Conditions & Required Meter Reinstallation (C.25-06-009)." This was not the first time that Complainant used the service list to institute motion practice. The assigned ALJ had previously instructed Complainant to familiarize himself with the Commission's Rules of Practice and Procedure (Rule) 11.1(a).²⁶ The ALJ denied the motion indicating that a process for the immediate reinstallation of Complainant's meter and reconnect the residence to the grid already existed.²⁷

On December 15, 2025, PG&E responded to Complainant's motion to compel emergency interim relief indicating that it understood its directions and was prepared to reinstall Complainant's meter immediately after he paid \$200 dollars towards his outstanding balance. PG&E also indicated that Complainant's emergency motion triggered a safety concern if Complainant's rooftop solar system was improperly generating electricity while his residence was disconnected from the grid.²⁸

²⁵ Email Ruling Providing Instruction as to Sharing Records, Information, and Data, October 20, 2025.

²⁶ The assigned ALJ's October 10, 2025, Ruling initially directed Complainant to educate himself about how to file and serve documents in a formal Commission proceeding and directed him to several places should he need assistance.

²⁷ See, footnote 21 above.

²⁸ Transcript at 29-34: Complainant's First System was not designed or interconnected to provide backup power when the residence was disconnected from the electric grid; it was not designed to produce electricity as an islanded system.

On December 17, 2025, and with the arrival of cold weather, the assigned ALJ gave additional specific direction to PG&E to contact Complainant, reinstall complainant's meter, perform a safety inspection, and provide updates to the service list until Complainant was reconnected to the grid. The ALJ also provided direction to PG&E about how to manage if Complainant failed to respond to PG&E's communication.²⁹ Ultimately, PG&E quickly reconnected Complainant's residence to the grid. Complainant never paid \$200 towards his outstanding PG&E bill.

On December 30, 2025, the assigned ALJ held a status conference, on the record, to memorialize the significant volume of communication that had occurred via email and the service list, rather than via the formal procedural process.³⁰

On January 6, 2026, PG&E filed a Motion to Compel Mr. Riggins to provide responses to its discovery. Mr. Riggins later testified that he did not comply with PG&E's motion to Compel and did not provide PG&E with the documents it requested.³¹

On Tuesday, January 27, and Thursday, January 29, 2026, parties engaged in two days of evidentiary hearings. Mr. Riggins presented nine witnesses on the first day, and PG&E presented four witnesses on the second day. Parties were provided with the opportunity to file post hearing briefs. PG&E filed an opening

²⁹ Email Ruling Providing Direction to Pacific Gas and Electric Company to Reinstall Complainant's Meter, Perform Safety Inspection, Provide Updates, December 17, 2025.

³⁰ *See*, Status Conference Transcript, December 30, 2025.

³¹ Transcript at 56-57.

brief on February 13, 2026. Mr. Riggins filed a post hearing brief on February 23, 2026.

1.2. Submission Date

This matter was submitted on February 23, 2026, upon receipt of Mr. Riggins' post evidentiary hearing brief.

2. Jurisdiction and Burden of Proof

The Commission has jurisdiction over the activities of public utilities.³² PG&E provides electricity services to residences. PG&E is a utility subject to the Commission's jurisdiction, control and regulation.

Mr. Riggins is a self-represented Complainant. Complainant alleges that PG&E misread and misrepresented his household's energy usage for four years. The misrepresentations led to three high NEM 2 Annual True-Up bills and Mr. Riggins' decision to install a new, large behind the meter solar system (the Second System).

Mr. Riggins' complaint seeks reimbursement for the three NEM 2 True-Up bills already paid, and reimbursement for the purchase of the Second System, which he claims he made in reliance on PG&E's misrepresentation about his energy consumption.³³ The Complaint was filed pursuant to the Commission's Rules of Practice and Procedure (Rule) 4.1(a).

³² Pub. Util. Code § 216(a).

³³ Complaint at Box F and H, Formal Complaint Form, page 2 and 3.

Mr. Riggins, as the complainant, bears the burden of proof to show that PG&E violated a rule, order, law, or tariff approved by the Commission.³⁴ Despite being pro se, Mr. Riggins is held to the same standard as an attorney would be when appearing before the Commission. Mr. Riggins was afforded some accommodations and relaxed treatment with respect to the formalities of the Commission process and evidentiary hearings.

In describing PG&E's misrepresentation of his energy usage, Mr. Riggins implicated, but did not allege, violations of Electric Tariff Rule 21, the PG&E NEM 2 rooftop solar interconnection agreement, Electric Tariff Rule 17, Electric Tariff Rule 17.1, Electric Tariff Rule 9, and Electric Tariff Rule 8. For his complaint to succeed, Mr. Riggins must prove, by a preponderance of the evidence, or more than 50.01% probability, that PG&E violated its obligations as described by any of the above noted Commission-approved rules and regulations.

3. Issues Before the Commission

The elements of the initiating complaint were memorialized in the Scoping Memo:³⁵

³⁴ *In Complaint of Service-All-Tech, Inc. v. PT&T Co.* (Cal. PUC, 1977) 83 CPUC 135, Decision (D.) No. 88223 (complaint relating to the disconnection of telephone service where the court found that complainant had the burden of proof and that complainant's "failure to present any evidence present[ed] a total lack of meeting that burden"); see also *Pacific Bell Telephone Company, d/b/a AT&T California vs. Fones4All Corporation* (Cal. PUC, 2008) D.08-04-043, 2008 Cal. PUC LEXIS 132.

³⁵ Throughout the process of this complaint, Complainant utilized the service list to email updates and concerns about his underlying case. The contents of the email statements seemed to alter the bounds of the case.

- A) The PG&E billing amount in dispute is approximately \$7,000³⁶ and complainant seeks resolution of this outstanding sum and the restoration of service to his household.
- B) For four years, PG&E has misrepresented Complainant's energy consumption, resulting in \$28,000 in Tru-up [sic] bills for 3 years.
- C) Complainant claims that he installed a new, unneeded solar system, as a result of PG&E's false information.
- D) Complainant requests that PG&E reimburse him for 3 years of "True-up" charges incurred based on inaccurate information as well as the costs associated with installing a new solar system.

This Presiding Officer's Decision considers the following two issues to be determined or otherwise considered in assessing Mr. Riggins' claims:

1. Whether PG&E violated any laws, rules, statutes, or orders for which the Commission is authorized to impose remedies.
2. If violations are determined, what is the appropriate remedy to impose?

4. Discussion

Mr. Riggins consistently described his recorded electricity usage as "high." High electricity usage is a relative term that depends on comparisons to others. Mr. Riggins' electricity usage is personal and tied to the consumption of electricity by his chosen appliances. Mr. Riggins' primary residence is fully electrified and uses electricity to power the home, a hot tub, a pool, one and sometimes two RVs, and a workshop. Mr. Riggins' residence had an exporting

³⁶ Subsequent filings provide that the amount of money in dispute is greater than the \$7,000 as detailed in the original complaint document.

solar system, the First System, throughout the duration of the Complaint period. In 2024, Mr. Riggins contracted for and installed a Second System on his property that only received permission to operate on the date that his Disputed Bill came due. No electricity from the Second System flowed prior to the issuance of the Disputed Bill. Aside from the stated cost to install the Second System, it contributed nothing to the topics at issue in this complaint. Ultimately, during the periods in question, Mr. Riggins' property was a net consumer of electricity from PG&E. The First System did not produce enough energy to cover the total electrical usage at Mr. Riggins' property. In order to fulfill the properties' total energy demands it was necessary to import energy, provided by PG&E, from the electrical grid. This consumption of electricity, in excess of the First System's production, comes with a cost that was passed on to him in the form of a bill.

Mr. Riggins made a personal determination that his bill was, "too high." Mr. Riggins made the decision not to pay the bill and as a result, pursuant to the Commission approved tariff, PG&E shut off his power. After Mr. Riggins' power was disconnected, he filed a formal Complaint with the Commission and had the opportunity to prove that PG&E violated laws, rules, statutes, and orders, by a preponderance of evidence.

4.1. Complainant has failed to raise or prove that PG&E violated any laws, rules, statutes, or orders for which the Commission is authorized to impose remedies

Mr. Riggins' complaint did not claim that PG&E violated any rules, law, statutes, or orders for which the Commission is authorized to impose remedies.

Instead, Mr. Riggins alleged that PG&E incorrectly metered his electricity usage. We note that this was despite the fact that Mr. Riggins never requested an

energy audit to determine his energy consumption. In evidentiary hearings, Mr. Riggins questioned the PG&E professionals who tested his electric meter, the customer service professionals who received his customer service calls, and the Troubleshooter who removed his electric meter when PG&E heard a safety concern. Mr. Riggins questioned several other professionals who testified that Mr. Riggins was informed of methods, programs, and processes to understand and reduce his electricity usage. Mr. Riggins has failed to provide evidence that either his meter failed to operate properly, or that frequency of issues that occurred on the distribution grid impacted his electric meter's capacity to properly measure his electricity consumption.

Since Complainant has failed to raise or prove that PG&E violated any laws, rules, statues, or orders for which the Commission is authorized to impose remedies, this complaint is dismissed for failure to state a case. Mr. Riggins will be placed on a payment plan for the outstanding balance of his Disputed Bill. No additional remedies will be ordered.

4.2. PG&E's Motion to Dismiss

On December 15, 2025, PG&E filed a Motion to Dismiss. In its Motion, PG&E indicated:

For the Commission to ultimately order PG&E remedy a violation, the Complaint would need to state a claim alleging that PG&E engaged in an act or failed to engage in an act, that violates a law or a Commission rule or order. However, neither the Complaint nor any other filing contains such allegations. Nowhere are there specific allegations that PG&E had a duty to act or not act and that such act or non-act was a violation of law, statute, order or rule which the Commission can adjudicate in this proceeding.

The Complaint alleges that PG&E misrepresented Complainant's energy consumption, caused Complainant to purchase and install a new solar system, and removed the meter without authority. The Complaint is silent as to the nature of these conditions and how such acts, even if true, violate an order, tariff, rule or statute which the Commission may adjudicate and provide a remedy. Such conclusory allegations are insufficient to state a claim.

PG&E reminded the assigned ALJ of its Motion to Dismiss at the conclusion of the second day of evidentiary hearings. While PG&E was within its rights to file the Motion, the Commission has chosen to dispose of this case based on the full proceeding record.

4.3. Mr. Riggins' Payment Plan

Per Mr. Riggins' February 11, 2025, PG&E Annual NEM 2 True-Up bill for 2024-2025, he owes a total of \$11,337.81. This amount remains outstanding.

Now that Mr. Riggins' residence is reconnected to the grid, his First and Second solar System should operate in tandem to reduce his electric consumption from the PG&E grid. Mr. Riggins is advised to seek an energy audit to more fully understand the sources of his energy usage and the level of his home's energy production.

Mr. Riggins shall pay his outstanding balance in eighteen (18) monthly installments beginning one month from the effective date of this decision. To encourage timely payment of the outstanding charges, as long as Mr. Riggins attends to his monthly payments, PG&E may not charge interest to the outstanding balance. Should Mr. Riggins forego a monthly payment without

first contacting PG&E to discuss options, the hold on interest accrual will dissolve and interest will again begin to accrue on the outstanding balance.

5. Conclusion

We find that the Complainant has failed to prove that PG&E violated any laws, rules, statues, or orders for which the Commission is authorized to impose remedies. The Complaint is dismissed. Mr. Riggins is ordered to pay his outstanding balance owed to PG&E over the course of eighteen monthly installments.

6. Category of Proceeding

This matter has been categorized as adjudicatory.

7. Appeal and Review of Presiding Officer's Decision

The presiding officer's decision in this matter was mailed to the parties in accordance with Pub. Util. Code § 311. Pursuant to Rule 14.4, any party may file an appeal of the presiding officer's decision within thirty (30) days of the date the decision is served. In addition, any Commissioner may request review of the presiding officer's decision by filing a request for review within thirty (30) days of the date the decision is served. Appeals and requests for review shall set forth specifically the grounds on which the appellant or requestor believes the Presiding Officers' decision to be unlawful or erroneous. Vague assertions as to the record or the law, without citation, may be accorded little weight.

8. Assignment of Proceeding

Karen Douglas is the assigned Commissioner and Jamie Ormond is the assigned Administrative Law Judge and Presiding Officer in this proceeding.

Findings of Fact

1. Mr. Riggins owns his home in Placerville, California.

2. Complainant's home is a fully electrified residence, with a pool, a hot tub, one, or sometimes two, residential vehicles, an area covered by a pop-up tent, and a workshop.

3. Mr. Riggins' property had a rooftop solar system (First System) installed and interconnected under the Net Energy Metering 2 Tariff in early 2021.

4. Net Energy Metering 2 (NEM 2) annual true-up bills associated with the First System installed on his residence were paid in February 2022 and February 2023.

5. In March 2023, Mr. Riggins became the primary account holder for his property, assuming primary responsibility for the PG&E bills.

6. No energy audit has been conducted to determine Mr. Riggins' total residential electrical usage.

7. The 2024 NEM 2 true-up bill issued in February 2024 included and accounted for the First System's energy production. PG&E received full payment of the 2024 NEM 2 true-up bill by PG&E's November billing cycle.

8. Mr. Riggins sought to add additional solar electricity production to his residence in 2024 and contracted with V3. V3 applied to PG&E to interconnect a larger solar system (Second System) in November 2024. PG&E issued its permission to operate the Second System on March 4, 2025.

9. Mr. Riggins received his 2025 NEM 2 true-up bill in February 2025, prior to receiving permission to operate notification for the Second System.

10. The 2025 NEM 2 true-up bill reflected energy consumed by the residence prior to any energy production contribution by the Second System.

11. Mr. Riggins failed to pay his 2025 NEM 2 true-up bill.

12. PG&E followed Electric Tariff Rule 11 protocol and disconnected Mr. Riggins' electricity for non-payment of the 2025 NEM 2 true-up bill.

13. Complainant owes PG&E \$11,337.81 based on his February 2025 NEM 2 True-Up bill. That amount remains outstanding.

Conclusions of Law

1. Public Utilities Code Section 1702 requires a complainant to allege that a regulated entity has engaged in an act or failed to perform an act; and such was in violation of any law or commission order or rule.

2. Electric Tariff Rule 11 governs the process by which PG&E can disconnect and reconnect customer electrical service.

3. Electric Tariff Rule 21 governs the process by which rooftop solar systems interconnect.

4. Electric Tariff Rule 17 governs the process to test an electric meter and how an electric bill could be modified as a result of a meter error.

5. Electric Tariff Rule 9 governs how PG&E provides customers with their bills.

6. Electric Tariff Rule 8 governs how PG&E provides legal notice to customers when a bill is past due.

7. Complainant bears the burden of proof to show that PG&E violated a rule, order, law, or tariff approved by the Commission.

8. Complainant failed to raise or prove that PG&E violated any laws, rules, statutes, or orders for which the Commission is authorized to impose remedies.

9. An eighteen-month repayment plan should be established to enable Mr. Riggins to repay his outstanding balance.

10. The repayment plan should commence one month from the effective date of this decision.

11. All rulings by the assigned ALJ should be affirmed.

12. All pending motions should be deemed denied.

13. The Complaint 25-06-009 should be denied.

14. The Complaint 25-06-009 should be closed.

O R D E R

IT IS ORDERED that:

1. Complaint 25-06-009 is denied and dismissed.

2. Clinton W. Riggins shall repay his outstanding balance of \$11,337.81 owed to Pacific Gas and Electric Company in eighteen monthly installments, commencing one month after the effective date of this Decision.

3. All pending motions which have not been expressly resolved by the assigned Administrative Law Judge are denied.

4. Complaint 25-06-009 is closed.

This order is effective today.

Dated _____, at San Francisco, California