



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

**FILED**

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XunQiang Wen,

Complainant,

v.

Pacific Gas and Electric Company (U39E)

Defendant.

C.26-05-008  
(Filed May 4, 2026)

**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY  
(U 39 E) TO COMPLAINT OF XUNQIANG WEN**

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Pursuant to Rule 4.4 of the California Public Utilities Commission (“Commission”) Rules of Practice and Procedure and the Instruction to Answer, issued by Acting Chief Administrative Law Judge Michelle Cooke on May 27, 2026, Pacific Gas and Electric Company (“PG&E”) files this Answer to the Complaint filed May 4, 2026, by XunQiang Wen (“Mr. Wen”).

The complaint alleges Mr. Wen owns a rental property located at 329 Cherrywood Avenue in San Leandro, California (the “Cherrywood Property”). The complaint also alleges that Mr. Wen has recently regained possession of the property, and that PG&E refuses to reconnect service to the address. Mr. Wen asserts that PG&E has stated that it will not restore service until the balance (approximately \$120,000) is paid. The complaint maintains that Mr. Wen cannot verify these charges and, in any event, should not be required to pay them. The complaint demands PG&E restore service and hold Mr. Wen harmless for the charges associated with the Cherrywood Property.

PG&E disputes that its conduct was unlawful or that the requested relief is appropriate. The company’s electric tariffs provide the right to investigate fraudulent activity and to

disconnect service at properties where associated customer accounts are opened using fraudulent or false information and/or opened with the intent to avoid bill payment. These tariffs further provide PG&E the right to collect payment from persons who benefitted from unauthorized electric service, even if they are not the customer of record. PG&E believes Mr. Wen is such a person.

Mr. Wen's allegations are without merit, and the Commission should deny his request for relief.

## **I. BACKGROUND OF COMPLAINT**

Mr. Wen lives in San Francisco, California and is not a PG&E customer. He is the owner of the Cherrywood Property, which he purchased in 2013. The property is located in San Leandro, California (Alameda County). The facts included herein were uncovered through PG&E investigations connected to suspected utility bill fraud at the Cherrywood Property.

Mr. Wen attests he rented the Cherrywood Property from 2013 to 2025 to Mr. Quan Deng. According to a signed lease provided to PG&E by Mr. Wen, Mr. Deng rented the property for one year, September 1, 2013 – September 1, 2014, for \$1,600 per month in rent. No other rental agreement shows that Mr. Deng continued to rent the property from Mr. Wen through 2025, however Mr. Wen's bank statements show that Mr. Deng continued to provide payments to Mr. Wen via Zelle and Cashier Checks in 2024 and 2025.

Mr. Deng was never an electric service customer of record at the Cherrywood Property.

From July 2013 to November 2025, 15 electric service accounts were opened at the Cherrywood Property (the "Cherrywood Accounts"). Of the Cherrywood Accounts, many were opened using forms of identification that cannot be verified, representing a gap in customer verification that can be exploited to commit fraud and avoid bill payment.

From 2013 to 2025, approximately \$120,000 in unpaid electric service charges were accrued to the Cherrywood Accounts, which remain unpaid. Since December 2022, PG&E records show that electric service has been disconnected at the Cherrywood Property ten times as

a result of non-payment or potential fraud. At least one of the phone numbers associated with the Cherrywood Accounts was connected to another case of utility bill non-payment at another property in PG&E's service territory. In many cases, after service was disconnected, a new customer would contact PG&E and apply to reconnect service at the property, and then subsequently continue to avoid payment.

These facts suggest that electric service accounts were being opened with the intent to evade payment. According to PG&E's fraud department, this type of fraud scheme is not novel; there have been similar cases at other California properties in PG&E's service territory. Accordingly, PG&E disconnected service at the Cherrywood Property in November 2025 and locked the meter remotely as a fraud prevention measure. In December 2025, Mr. Wen contacted PG&E to reestablish service in his own name.

According to Mr. Wen, Mr. Deng stopped paying rent in November 2025 and was not reachable by phone, prompting Mr. Wen to call the police to conduct a welfare check. Police conducted a welfare check at the property in December 2025. The incident report does not describe what was found during the welfare check; it only indicates that the welfare check took place and the names of the responding officers. Mr. Wen claims that police found an abandoned marijuana grow facility at his property. High electric service usage at the property corroborates Mr. Wen's claim that the property was being used to grow marijuana, which can be highly energy intensive.

Mr. Wen attests that he had not inspected, visited, or conducted repairs on the Cherrywood Property during the 12 years he rented the property between 2013 to 2025 and was not aware of any nefarious or fraudulent activity occurring on the property.

Mr. Wen told PG&E that his tenants paid rent in cash or via Zelle. Bank statements provided over the last three years show that Mr. Wen primarily collected rent in cash. The cash and Zelle deposits were not made at regular intervals or in consistent amounts. Mr. Wen also failed to provide any evidence that he had collected rent for more than twelve months over the last three years.

At the same time, Mr. Wen's tax returns indicated that he collected rental income on the Cherrywood Property for 365 days in each year, 2023 through 2025, despite a lack of records indicating rent was paid and despite Mr. Wen's claims that occupants abandoned the property in December 2025 and stopped paying rent before the end of the year. Moreover, the rental income amounts indicated on Mr. Wen's bank statements do not match the rental income amounts indicated on his tax returns or on the lease agreements provided to PG&E. For these reasons, PG&E denied Mr. Wen's request to reconnect service and has sought to collect unpaid service charges incurred at the Cherrywood Property from Mr. Wen.

Mr. Wen previously filed an informal complaint seeking reconnection of electric service at the Cherrywood Property while disclaiming responsibility for the unpaid charges incurred there; that request was denied. He continues to disclaim responsibility for those outstanding charges and now brings this formal Complaint seeking service reconnection.

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

1. PG&E admits that Mr. Wen is the owner of the Cherrywood Property.
2. PG&E admits that Mr. Wen contacted PG&E to restore electrical service at the Cherrywood Property.
3. PG&E admits that it informed Mr. Wen that there were outstanding electric service charges at the Cherrywood Property and that he would need to pay those charges before restoring service.
4. PG&E denies that Mr. Wen did not open, authorize or have any involvement with the Cherrywood Accounts.
5. PG&E denies that unpaid electric service charges were incurred by the prior occupants without his knowledge or consent.
6. PG&E denies that Mr. Wen has not been provided sufficient information to verify the validity, origin or basis for the charges being imposed on him.
7. PG&E admits it has refused to reconnect service at the Cherrywood Property.

8. PG&E admits it is holding Mr. Wen responsible for unpaid electric bills associated with the Cherrywood Accounts in the amount of approximately \$120,000.
9. PG&E admits that high electric usage at the Cherrywood Property could indicate that the property was being used to grow marijuana.
10. PG&E lacks sufficient evidence to admit or deny that the Cherrywood Property has been vacated by prior occupants.
11. PG&E denies Mr. Wen's claim that he was not aware that fraudulent electric service accounts were opened to serve the Cherrywood Property.
12. PG&E denies Mr. Wen's claim that he has provided adequate information to PG&E to demonstrate that electric service should be reestablished at the Cherrywood Property.

### **III. AFFIRMATIVE DEFENSES**

#### **A. Compliance with Tariffs**

PG&E affirmatively alleges that it has complied with all applicable tariffs. Specifically, PG&E has complied with Electric Tariff Rules 3, 11, and 17.2.

Electric Tariff Rule 3 provides that "PG&E may disconnect service to the applicant if the acts of the applicant or the conditions upon the premises indicate that: 1. false, misleading, incomplete, or inaccurate information was provided to PG&E, or 2. such acts, or conditions on the premises, indicate an intent by the applicant to evade the credit practices of the Utility, or 3. the applicant has requested service in his/ her legal name to assist another in avoiding payment of any Utility bill for the service provided at the current service location or any previous location."<sup>1</sup>

Rule 3 also provides that "PG&E may trigger an investigation that would require a customer to verify that they were not previously benefitting from utility service" if evidence indicates the new applicant may be connected to a prior disconnected account associated with

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<sup>1</sup> PG&E Electric Tariff Rule 3(A), [https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_RULES\\_3.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_3.pdf).

false, misleading, incomplete or inaccurate information or acts or conditions indicating an intent to evade payment.<sup>2</sup>

Electric Tariff Rule 11 allows PG&E to terminate service after unauthorized use and to recover compensation from persons benefitting from the unauthorized use. Specifically, Rule 11 provides that “PG&E may terminate and refuse to restore service if the acts of the customer or conditions on the premises indicate an intent to deny PG&E full compensation for services rendered, including, but not limited to, any act which may result in a denial of service under Rule 3.”<sup>3</sup> Rule 11 further authorizes PG&E to keep service disconnected until it can confirm that (1) “the acts and/or the conditions described above have ceased or have been corrected to PG&E's satisfaction” and (2) “PG&E has received full compensation for all charges resulting from the . . . conditions on the premises.”<sup>4</sup>

Electric Tariff Rule 17.2 likewise authorizes PG&E to investigate unauthorized use of electric services and to seek repayment from persons who benefitted from the unauthorized use. Rule 17.2(A)(6) defines unauthorized use to include “[u]sing PG&E service without compensation to PG&E in violation of applicable tariffs and/or statutes,” including Rules 3 and 11.<sup>5</sup> Rule 17.2 further provides that “[w]here PG&E determines there has been unauthorized use, PG&E shall have the legal right to recover, from the person who benefitted from such unauthorized use, the estimated undercharges for the full period of that person’s unauthorized use.”<sup>6</sup>

PG&E has complied with Electric Tariff Rules 3, 11, and 17.2.

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<sup>2</sup> *See id.*

<sup>3</sup> PG&E Electric Tariff Rule 11(J)(2), [https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_RULES\\_11.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_11.pdf).

<sup>4</sup> *See id.*

<sup>5</sup> PG&E Electric Tariff Rule 17.2(A)(6), [https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_RULES\\_17.2.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_17.2.pdf).

<sup>6</sup> PG&E Electric Tariff Rule 17.2(A).

## **B. Reservation of Right to Raise Additional Affirmative Defenses**

PG&E reserves the right to raise additional affirmative defenses.

## **IV. PROCEDURAL MATTERS**

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

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

1. Whether PG&E has complied with all applicable electric tariff rules, including:
  - a. Whether the acts of the customer or conditions on the premises indicate an intent to deny PG&E full compensation for services rendered;
  - b. Whether Mr. Wen benefitted from the acts or conditions on the premises demonstrating an intent to deny PG&E full compensation for services rendered;
  - c. Whether suspected fraudulent activity has ceased or has been corrected to PG&E's satisfaction; and
  - d. Whether PG&E has received full compensation for all charges resulting from the customer's acts or the conditions on the premises.

## **IV. CONCLUSION**

PG&E has not violated any applicable law, order, rule, or tariff. Indeed, PG&E has complied with Electric Tariff Rules 3, 11 and 17.2 by disconnecting service to the Cherrywood Property and seeking collections from Mr. Wen. Accordingly, Mr. Wen's Complaint and requested relief should be denied.



## VERIFICATION

I am an officer of the defendant corporation herein, PACIFIC GAS AND ELECTRIC COMPANY, and am authorized to make this verification on its behalf. I have read the foregoing *Answer of Pacific Gas and Electric Company (U39E) to Complaint of XunQiang Wen*. The statements in the foregoing document are true to my own knowledge, except as to matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on

June 26, at San Francisco, California.  
2026

  
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Assistant Corporate Secretary  
Pacific Gas and Electric Company