



FILED

09/10/26

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C2609013

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

KENNETH GRAY

Complainant,

vs.

GOLDEN STATE WATER COMPANY

Defendant.

Case (C.) _____

Complaint

COMPLAINANT	DEFENDANT (Include Utility "U-Number," if known)
KENNETH GRAY 1091 Northwestern Dr. Claremont, CA 91711 805.423.0318 legal@thegrayfam.com	GOLDEN STATE WATER COMPANY (U133W) Attn: Jenny Darney-Lane Regulatory Affairs Manager 630 East Foothill Blvd San Dimas, CA 91733 909.394.3600 gswc_reg_affairs@gswater.com

(Internal Use Only)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

COMPLAINT

Additional complainant(s) (Provide name, address, phone number and email address for each complainant)

Name of Complainant	Kenneth Gray
Address	1091 Northwestern Dr. Claremont, CA 91711
Daytime Phone Number	805.423.0318
Email Address	legal@thegrayfam.com

☒ One/sole complainant is representative listed in Box C-1

☐ Additional complainants listed in attachment

Additional Defendant(s) (Provide name, address, phone number and email address for each defendant)

Name of Defendant	Golden State Water Company
Address	630 E. Foothill Blvd., San Dimas, CA 91773
Daytime Phone Number	909.394.2272
Email Address	

Name of Defendant	
Address	
Daytime Phone Number	
Email Address	

Name of Defendant	
Address	
Daytime Phone Number	
Email Address	

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

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

Please see "ATTACHMENT TO FORMAL COMPLAINT" SECTION (F) - STATEMENT OF COMPLAINT

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):

Please see attachment SECTION G - SCOPING MEMO INFORMATION (Rule 4.2(a))

(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): 10/19/2026

Hearing (Example: 7/1/09): 10/29/2026

Explain here if you propose a schedule different from the above guidelines.

Complainant requests hearings in Los Angeles and asks the Commission to consider expedited treatment, the Property being an occupied residence without water service.

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

Please see attachment SECTION (H) RELIEF REQUESTED

OPTIONAL (OPT OUT OF ELECTRONIC SERVICE): I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by mail (paper only). My/our mailing address(es) is/are:

Dated Claremont, California, this 08 day of September, 2026
(City) (date) (month) (year)


Signature of each complainant

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

REPRESENTATIVE'S INFORMATION:

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

Name of Representative: _____

Address: _____

Telephone Number: _____

E-mail: _____

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.

Executed on 9/8/26, at Claremont, 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.

Executed on _____, at _____, California
(date) (City)

Signature of Officer

Title

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.

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

09/08/2026

Date

Kenneth Gray

Print your name

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

KENNETH GRAY,

Complainant,

vs.

GOLDEN STATE WATER COMPANY (U 133 W),

Defendant.

ATTACHMENT TO FORMAL COMPLAINT

(Regular Complaint Procedure — Adjudicatory)

SECTION (F) — STATEMENT OF COMPLAINT

I. Summary

Golden State Water Company (“GSWC”) refuses to provide residential water service to Complainant’s home at 1091 Northwestern Drive, Claremont, California 91711 (the “Property”) unless Complainant first pays \$25,500.00 in certified funds, together with an open-ended obligation to pay any cost overrun within ten days of written demand. The Property has been without water service since April 29, 2025.

GSWC has represented — to Complainant, to this Commission’s Consumer Affairs Branch, and under penalty of perjury in a federal court — that none of the \$25,500.00 is for unpaid bills or for costs already incurred, and that the entire sum represents prospective construction cost. That representation is contradicted by GSWC’s own billing statement.

GSWC’s closing bill for Account No. 5034979837, dated May 22, 2025 and due June 12, 2025, charges Complainant \$19,400.00 for “Street Paving” and \$6,100.00 for “Estimated Service Reconnect at Main” — \$25,500.00, the precise sum GSWC demands today — together with \$6,086.75 for “Service Disconnect at Main.” The bill states a total amount due

of \$34,682.13. These are not prospective costs. GSWC billed them, as charges on the customer's account, more than a year ago.

Separately and independently, GSWC's filed tariff contains no provision authorizing a connection charge to a single-family residential parcel in the Claremont service area with a service connection of two inches or less. Rule No. 16 provides one such connection at no charge, imposes district connection fees only in Bay Point, and allocates actual-cost responsibility only to connections larger than two inches and to non-residential connections.

Complainant asks the Commission to determine what GSWC's filed tariff authorizes it to charge to establish water service at the Property, and to order GSWC to establish service in conformity with that determination.

II. Factual Background

1. Complainant owns and resides at the Property, a single-family residence served by GSWC under Account No. 5034979837. The meter serving the Property is a one-inch meter.
2. GSWC discontinued water service on January 29, 2025 for nonpayment of \$475.92 in delinquent charges.
3. In April 2025 GSWC removed the meter and meter box. On or about April 11, 2025, after receiving payment of \$3,166.78, GSWC installed a new meter and meter box and restored service. GSWC states that a meter and meter box remain at the Property today.
4. On April 15, 2025 GSWC learned that the April 11 payment had been stopped. GSWC notified Complainant that service "would be disconnected on April 17, 2025 as a result." The stated ground was nonpayment.
5. On April 29, 2025 GSWC excavated the public street and severed the service line at the water main.

6. GSWC issued a closing bill for Account No. 5034979837 dated May 22, 2025, due June 12, 2025. That bill itemizes, as charges on Complainant's account: "Service Disconnect at Main" — \$6,086.75; "Street Paving" — \$19,400.00; and "Estimated Service Reconnect at Main" — \$6,100.00. The bill states a previous balance of \$3,030.90, current charges of \$31,651.23, and a total amount due of \$34,682.13.
7. Complainant filed a voluntary petition under Chapter 7 of the Bankruptcy Code on September 15, 2025, Case No. 2:25-bk-18109-VZ, United States Bankruptcy Court, Central District of California. GSWC was scheduled as a creditor. The case remains open and no discharge has yet entered.
8. By letter dated September 18, 2025, GSWC's counsel advised Complainant that GSWC would incur \$25,500.00 to reestablish service — \$6,100.00 to access the main and \$19,400.00 for street repaving — and stated that "[n]one of these costs are for unpaid bills or other costs already incurred, but are for future costs GSWC will incur to turn on your service." The same letter stated that a security deposit of \$257.00 would be due within twenty days after service was reestablished.
9. In a declaration executed August 11, 2026 and filed in the bankruptcy court, GSWC's Customer Service Manager stated: "None of the approximately \$25,500.00 is for unpaid bills or for costs Golden State has already incurred." That statement cannot be reconciled with the May 22, 2025 closing bill.
10. By letter dated August 31, 2026, GSWC declined to reduce the amount, declined any installment arrangement, and required \$25,500.00 in certified funds before any work is authorized, plus payment of any cost increase within ten days of written notice. GSWC

acknowledged that its contractor estimates are dated October 10, 2025, were valid for ten days when issued, and “cannot be treated as current bids.”

11. Complainant has twice submitted informal complaints to the Commission’s Consumer Affairs Branch, including Informal Complaint No. 668088. Complainant did not pursue a further appeal because he was unable to deposit the disputed amount as required by GSWC’s Rule No. 11.B.1.d.

III. GSWC Billed the \$25,500 as Account Charges in May 2025

The central factual dispute in this matter is whether the \$25,500.00 represents prospective construction cost, as GSWC maintains, or charges already assessed against Complainant’s account. GSWC’s own billing statement resolves it.

The closing bill dated May 22, 2025 sets out, under “Surcharges, Fees, & Credits”:

- Service Disconnect at Main — \$6,086.75
- Street Paving — \$19,400.00
- Estimated Service Reconnect at Main — \$6,100.00

These appear as current charges on a customer bill, carrying a due date of June 12, 2025, and are included in the stated total amount due of \$34,682.13. GSWC assessed them against the account and demanded payment. Whatever else they may be, they are charges GSWC has already billed.

The consequences for this proceeding are three. First, GSWC’s repeated representation that no part of the \$25,500.00 is “for unpaid bills” is incorrect, and the Commission should not decide this matter on that premise. Second, if the sum was properly billable in May 2025, GSWC must identify the tariff provision that authorized billing it — the same question this complaint

presents. Third, if it was not properly billable, GSWC assessed \$25,500.00 in unauthorized charges against a residential customer, which is itself a violation of Public Utilities Code section 532.

Complainant notes that the amounts were billed before his bankruptcy petition and that GSWC was scheduled as a creditor. Complainant does not ask this Commission to adjudicate any question of federal bankruptcy law, and raises the chronology only because it bears on whether the charge is prospective or historical.

IV. GSWC's Tariff Provides This Connection at No Charge

GSWC's position is that there is no service connection and no account at the Property, that this is not a reconnection, and that Complainant is an applicant for a new service connection. Taking GSWC at its word, Rule No. 16 governs — and Rule No. 16 does not authorize the charge.

A. Rule No. 16.B.1 — one standard connection at no charge.

"Except as provided in subparagraphs (a), (b), (c) or (d) below, the utility shall provide one standard service connection, up to 2", at no charge for each separately assessed single family residential parcel."

The Property is a separately assessed single-family residential parcel. The meter is one inch — well within the two-inch limit. The default under the tariff is therefore no charge.

B. None of the enumerated exceptions applies.

The rule enumerates five circumstances in which charges apply:

- Connections for private fire protection service.
- Connections for temporary service.

- Changes, including upsizing or downsizing, or relocations made at the request and for the convenience of the customer.
- Situations where additional connections are requested, such as the addition of an accessory dwelling unit.
- Divisions of land ownership, where the original parcel was receiving service prior to division.

Every one of these involves a customer-requested addition, change, or subdivision. None describes a utility removing a service connection and then requiring the customer to fund its replacement. Where a tariff enumerates exceptions, those not listed are excluded.

C. The “initial service connection” sentence does not reach this case.

Rule No. 16.B.1 adds: “This no-charge connection applies only to the initial service connection for the parcel. Any additional service connections, or any connection falling within the circumstances listed below, shall be subject to applicable charges.” Read in context, the limitation addresses multiple connections to a single parcel — the very next sentence speaks of “additional service connections,” and the enumerated exceptions include accessory dwelling units and post-subdivision parcels. It is directed at a customer seeking a second connection, not at a customer seeking the only connection the parcel has.

GSWC cannot have it both ways. Its position throughout has been that there is no service connection at the Property, that nothing exists to reconnect, and that Complainant stands as an applicant for a new installation. On that premise, the connection sought is the only one the parcel has, and the no-charge provision applies. If instead GSWC contends the 2014 connection remains the parcel’s “initial” connection notwithstanding its removal, then a

connection exists in the tariff's contemplation and Rule No. 11.C — the reconnection charge GSWC has expressly disclaimed — is the operative provision. GSWC must choose.

D. No connection fee applies in the Claremont service area.

Even assuming a charge could apply, the tariff specifies where connection fees exist and in what amount. Rule No. 16.B.1.d provides that connection fees are “applicable to all new service connections in the following in districts,” and lists exactly one: Bay Point, at \$4,500 per residential lot. Claremont is not listed. GSWC's tariff establishes no connection fee for the Claremont service area.

Rule No. 16.B.1.a and Rule No. 16.B.1.c, which permit individual customer connection fees and facilities fees as contributions, apply by their terms only to “[a] Class A utility district or subsidiary serving 2,000 or fewer connections.” The Claremont service area serves substantially more.

E. The tariff allocates actual-cost responsibility, and this connection is not within it.

“Residential service connections larger than 2” and non-residential service connections will require the customer to pay for the actual cost of the service installation plus any applicable taxes and regulatory fees.” Rule No. 16.B.1.d.

This is the tariff's statement of when a customer bears actual installation cost: residential connections larger than two inches, and non-residential connections. Complainant's service is residential and one inch. The tariff, having specified the circumstances in which the customer pays actual cost, did not include this one.

F. Rule No. 16.A.1.a places installation cost on the utility.

"In urban areas with dedicated front streets, rear service roads, or public utility easements, the Utility will furnish and install the service pipe, curb stop, meter and meter box at its own expense ... except for temporary services and as otherwise provided in Rule No. 15, Main Extensions."

The Property fronts a dedicated street. This is not temporary service, and no main extension under Rule No. 15 is involved — GSWC's own scope describes tapping an existing main in the existing street. Neither exception applies.

G. The contractor option GSWC never disclosed.

"In lieu of paying a connection fee, an applicant for a service connection may retain a licensed contractor, qualified in the judgment of the utility, to install the service connection. Cost to the Utility of inspection and supervision of the installation ... shall be paid by the applicant." Rule No. 16.B.1.b.

In nearly two years of correspondence GSWC has never cited Rule No. 16 or disclosed this option to Complainant. It has presented a single figure, payable in advance, in certified funds.

V. No Other Tariff Provision Supplies Authority

A. Rule No. 11.B.5 addresses reimbursement of incurred cost.

That provision conditions restoration on the utility being "reimbursed for the full amount of the service rendered and the actual cost to reinstate service." GSWC states it seeks no reimbursement for water taken, for removal of the meter and meter box, or for the April 29, 2025 excavation. A provision authorizing reimbursement of incurred cost does not authorize an advance against future construction.

B. Rule No. 11.C is disclaimed.

GSWC states that it does not charge and does not seek a reconnection fee under Rule No. 11.C. Having disclaimed the only provision that prices restoration of service, GSWC is left without a pricing provision.

C. Rule No. 11.D imposes a condition only GSWC can satisfy.

Rule No. 11.D.1.d provides that the utility “will not serve an applicant until it has determined that all conditions of fraudulent use or practice has been corrected.” GSWC identifies those conditions as a disabled valve, a demolished meter box, and a service line cut at the main. Two no longer exist — GSWC installed a new meter and box on April 11, 2025 and states one is at the Property today. The third is a line GSWC severed beneath a public street. Complainant cannot lawfully excavate a public street to repair a water utility’s main connection. A condition only the utility can satisfy is not a condition; it is a refusal.

VI. The Amount and Terms Are Not Just and Reasonable

Independently of tariff authority, Public Utilities Code section 451 requires that every charge be just and reasonable and that every utility furnish adequate service. The demand fails that standard:

- The estimates are dated October 10, 2025, were valid for ten days when issued, are now approximately a year old, and GSWC concedes they “cannot be treated as current bids.”
- They have never been produced to Complainant despite being cited in three filings.
- There is no evidence of competitive bidding.

- They exclude permits, engineering, traffic-control plans, hazardous-material handling, slurry backfill, paving beyond trench width, concrete, testing, and bonds.
- GSWC requires \$25,500.00 in certified funds before any work is authorized, plus payment of any increase within ten days of notice, with no cap.
- GSWC commits to no completion date.
- \$19,400.00 of the total is street restoration — a 1.5-inch grind and overlay of up to 24 feet by 33 feet to restore a trench of approximately 4 feet by 4 feet.

A residential customer is asked to prepay an expired estimate in full, assume unlimited overrun liability on a scope he cannot verify and does not control, and accept no delivery date. Complainant respectfully submits that the Commission would not approve those terms in a tariff, and should not sanction them here.

VII. Water Shutoff Protection Act Compliance

GSWC is subject to the Water Shutoff Protection Act. Health & Safety Code section 116904(b) required urban and community water systems regulated by this Commission to comply on and after February 1, 2020 and to file advice letters conforming their tariffs. GSWC's Rule No. 11 references the Act. Compliance is therefore a tariff obligation within the Commission's jurisdiction.

A. The January 29, 2025 discontinuance.

Section 116908(a)(1)(A) prohibits discontinuance until a payment has been delinquent at least 60 days, and requires contact with the customer by telephone or written notice no less than seven business days before discontinuance. GSWC's declarant describes communications sent on January 29, 2025 — the day of discontinuance — and on February

20, 2025. She identifies no contact within the seven business days preceding January 29. GSWC relies in part on an installment due January 27, 2025, two days before the shutoff, which cannot supply sixty days of delinquency.

Complainant notes that Health & Safety Code section 116926 excludes terminations “due to an unauthorized action of a customer.” That exclusion cannot apply to the January 29, 2025 discontinuance, which GSWC states was for nonpayment of \$475.92 and which preceded by three weeks the February 19, 2025 meter reading GSWC describes.

B. The deposit condition in Rule No. 11.B.1.d.

Section 116908(b) provides that where an adult at the residence “appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.” The statute imposes no deposit condition. GSWC’s Rule No. 11.B.1.d conditions an appeal to the Commission on “depositing the disputed amount with the Commission.” Complainant was unable to make that deposit and therefore could not maintain the appeal.

Complainant asks the Commission to determine whether Rule No. 11.B.1.d, insofar as it conditions the section 116908(b) protection on a deposit, is consistent with the Act. Section 116924 provides that where the Act and other provisions are inconsistent, the Act applies, and that nothing in the Act shall limit procedural safeguards existing as of December 31, 2018. This is a question of tariff validity within the Commission’s authority, and Complainant raises it as such rather than as a claim that his own appeal was pending.

C. The Legislature’s benchmark.

Section 116914 caps the reconnection fee for a residential customer with household income below 200 percent of the federal poverty line at \$50 during normal operating hours and \$150 outside them. GSWC states it charges no reconnection fee. The provision nonetheless reflects a legislative judgment about what a low-income household should pay to have water restored.

D. Injury

The Property has been without water service since April 29, 2025. Complainant resides there. He cannot pay \$25,500.00 in certified funds, and GSWC has refused any alternative. Unless the Commission determines what GSWC's tariff permits it to charge, the Property will remain without water indefinitely. Complainant does not seek damages and understands the Commission cannot award them.

SECTION (G) — SCOPING MEMO INFORMATION (Rule 4.2(a))

(4) Issues to be considered:

- a. Under which provision of its filed schedules, if any, is GSWC authorized to require an advance of \$25,500.00 as a condition of establishing residential water service at the Property.
- b. Whether the charges billed on the May 22, 2025 closing bill for "Street Paving" (\$19,400.00), "Estimated Service Reconnect at Main" (\$6,100.00), and "Service Disconnect at Main" (\$6,086.75) were authorized by GSWC's filed tariff.
- c. Whether Rule No. 16.B.1 requires GSWC to provide one standard service connection of two inches or less to the Property at no charge.
- d. Whether any enumerated exception in Rule No. 16.B.1 applies.

- e. Whether any connection fee under Rule No. 16.B.1.d applies in the Claremont service area.
- f. Whether GSWC was required to disclose and honor the option under Rule No. 16.B.1.b.
- g. Whether Rule No. 11.B.5 authorizes an advance against prospective construction cost.
- h. Whether Rule No. 11.D.1.d imposes a condition Complainant is capable of satisfying.
- i. Whether the amount demanded, and the terms on which it is demanded, are just and reasonable under Public Utilities Code section 451.
- j. Whether GSWC complied with Health & Safety Code section 116908(a) before the January 29, 2025 discontinuance.
- k. Whether Rule No. 11.B.1.d, insofar as it conditions the protection of Health & Safety Code section 116908(b) on a deposit, is consistent with that section and with section 116924.

SECTION (H) — RELIEF REQUESTED

WHEREFORE, Complainant requests an order of the Commission:

1. Determining what amount, if any, GSWC's filed tariff authorizes it to charge Complainant as a condition of establishing water service at 1091 Northwestern Drive;
2. Determining that Rule No. 16.B.1 entitles Complainant to one standard service connection of two inches or less at no charge, no enumerated exception being applicable;
3. Determining that no connection fee under Rule No. 16.B.1.d applies in the Claremont service area;

4. In the alternative, directing GSWC to permit Complainant to retain a licensed contractor qualified in GSWC's judgment under Rule No. 16.B.1.b, with Complainant responsible only for GSWC's inspection and supervision costs, and directing GSWC to furnish its plans and specifications;
5. Determining whether the charges billed on May 22, 2025 were authorized by the tariff, and if not, ordering them removed from Complainant's account;
6. Determining that Rule No. 11.B.5 does not authorize an advance against prospective construction cost;
7. Directing GSWC to obtain and produce current, itemized, competitively obtained proposals for any work it contends is chargeable to Complainant, and to substantiate the City of Claremont restoration requirement it asserts;
8. Determining whether GSWC complied with the Water Shutoff Protection Act, and whether Rule No. 11.B.1.d is consistent with Health & Safety Code sections 116908(b) and 116924;
9. Directing GSWC to establish water service at the Property within a time certain following Complainant's satisfaction of whatever tariff-authorized charge the Commission determines to apply; and
10. Granting such other and further relief as the Commission deems just and reasonable.

Respectfully submitted,



KENNETH ANTHONY GRAY

Complainant, in pro per
1091 Northwestern Drive

Claremont, California 91711
(805) 423-0318
legal@thegrayfam.com

Dated: September 8, 2026

EXHIBITS

- Exhibit 1:** GSWC closing bill for Account No. 5034979837, dated May 22, 2025, due June 12, 2025 (total \$34,682.13)
- Exhibit 2:** Letter from David P. King, counsel for GSWC, dated September 18, 2025
- Exhibit 3:** Letter from Laila Rais, counsel for GSWC, dated August 31, 2026
- Exhibit 4:** GSWC Rule No. 16 (Service Connections, Meters, and Customer's Facilities), Advice Letter No. 1996-W, effective May 21, 2026
- Exhibit 5:** GSWC Rule No. 11 (Discontinuance and Restoration of Service)
- Exhibit 6:** GSWC Rule No. 7 (Deposits)
- Exhibit 7:** Declaration of Regina Cullado executed August 11, 2026 (relevant excerpts)
- Exhibit 8:** Correspondence with the Commission's Consumer Affairs Branch, Informal Complaint No. 668088

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 1

Golden State Water Company Closing Bill
Account No. 5034979837
Dated May 22, 2025 — Due June 12, 2025
Total Amount Due \$34,682.13



SERVICE OR

ACCOUNT NUMBER

DUE DATE
June 12, 2025

Page 1 of 2

BILL DATE
May 22, 2025AMOUNT DUE
\$34,682.13

Customer Service - 24 Hours: (800) 999-4033 www.gswater.com
Hearing Impaired TTY: (877) 933-9533
Preguntas? Llame al Centro de Servicio al Consumidor al (800) 999-4033

Visit gswater.com to enroll for service updates via e-newsletter.

Mail Payments to NEW Address: P.O. Box 51133, Los Angeles, CA 90051-1133. To learn about the various Payment Options we offer go to: www.gswater.com/payment-options or see back of bill

CLOSING BILL**Current Activity****Rate Schedule R3-1-R (R31RM)**

Service Charge	1" meter	
Service Charge 15 Days		\$41.51
Water Usage		
Tier 1 - Water Usage - 5.00 CCF at \$4.502		\$22.51
Surcharges, Fees, & Credits		
Service Disconnect at Main		\$6,086.75
Street Paving		\$19,400.00
Estimated Service Reconnect at Main		\$6,100.00
Low Income Credit		-\$7.89
WRAM/MCBA Surcharge/Credit		\$2.72
Other Surcharges/Credits		\$1.88
City Tax - Claremont 5.5% of \$60.73		\$3.34
CPUC Fee - 0.68% - 15 Days of \$60.73		\$0.41
Total New Charges		\$31,651.23

Account Summary

Previous Balance		\$3,030.90
Payments		\$0.00
Total Prior Balance	Due Immediately	\$3,030.90
Current Charges	Due On June 12, 2025	\$31,651.23
Total Amount Due		\$34,682.13

Water Consumption (One CCF = 7.48 CGL or 748 gallons)

Bill Period	Prior Year	Previous	Current
CCF Usage	9 CCF or 67.32 CGL	5 CCF or 37.40 CGL	5 CCF or 37.40 CGL

Read and Usage Information

Meter	Service Period	Days	Previous Reading	Current Reading	CCF Usage
	Apr 14	Apr 29	15	0	5

Your next scheduled meter read date is approximately June 17, 2025

To see more consumption analytics and to view and pay your bill online, login or register for a MyGSWater Customer Account at www.gswater.mygswater-cap.com/login or visit www.gswater.com
Your opinion is very important to us. Please rate our service by calling 1-888 933 8648. Enter code 141 when prompted.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

POSTAL

If you have changed your address or are moving, please call (800) 999-4033 or fill out form on back.

ACCOUNT NUMBER



PO BOX 9016
SAN DIMAS CA 91773-9016

Total Prior Balance Due Immediately	\$3,030.90	Amount Enclosed
Current Charges Due On June 12, 2025	\$31,651.23	
Total Amount Due	\$34,682.13	

Claremont, CA 91711-3639

GOLDEN STATE WATER COMPANY
PO BOX 51133
LOS ANGELES CA 90051-1133

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 2

Letter from David P. King
King Cheng Miller & Jin, LLP
Counsel for Golden State Water Company
Dated September 18, 2025



KING CHENG MILLER & JIN, LLP

150 N. Santa Anita Dr., Suite 410
Arcadia, CA 91006

626-304-9001 • tel
626-304-9002 • fax

September 18, 2025

Via E-mail: kenneth@thegrayfam.com

Kenneth Gray
1091 Northwestern Dr.
Claremont, CA, 91711

Re: Gray v. Golden State Water Company

Mr. Gray:

This responds to your request to turn on the water and explains the costs you will incur to do so, which are a result of your past actions which don't allow Golden State Water Company ("GSWC") to simply turn on a valve as it would normally be able to do. None of these costs are for unpaid bills or other costs already incurred, but are for future costs GSWC will incur to turn on your service.

Your water was turned off on January 29, 2025, for non-payment of your fourth previously agreed payment plan. You filed an informal complaint with the California Public Utilities Commission (CPUC) on that date. You were advised on March 14, 2025, that the CPUC found that GSWC did not violate rules or regulations of the CPUC. On February 19, 2025, during a normal meter read it was discovered the meter that services your property had been tampered with and was turned back on. A grace period was allowed after the CPUC decision until March 31, 2025, at which time the tampered with meter was again turned off and a lock was applied to prevent further tampering. Later on March 31, 2025, GSWC's service tech went to look at the meter to confirm no further tampering and you stood on the meter box, filming and threatening the service technician. This occurred again on April 8, 2025. On April 10, 2025, with a Claremont Police escort GSWC's service technician discovered that the lock was missing from the meter, the ears on the shut off valve had been broken off, and the meter box had been filled with concrete covering the water meter. GSWC then had to remove the entire box and meter.

Later that same day you were advised that it would cost \$3,166.78 to re-establish your service. You then made over 55 calls to GSWC's customer service center as late as 2:00 am on April 11, 2025, using foul, highly offensive, and disrespectful language. Later on Friday, April 11, 2025, you ostensibly made a payment in the amount of \$3,166.78 through KUBRA EZ Pay, GSWC's online payment vendor to have your water service turned on. Based on that payment, GSWC installed a new meter and meter box and your water service was reestablished. On Tuesday April 15, 2025, KUBRA EZ Pay notified GSWC that you stopped payment of the \$3,166.78. GSWC notified you that your service would be disconnected on April 17, 2025 as a result unless you paid GSWC amounts owed by cash or a cashier's check. You were further advised to not

Kenneth Gray

make harassing or threatening phone calls to the customer service center, and that GSWC's phone associates were instructed to hang up if you continued to subject them to profanity, threats and/or harassment.

You filed an appeal to the CPUC seeking to set aside its March 14, 2025, decision and demanded that your water service not be disconnected. The CPUC advised you that in order to reestablish your service during the appeal you needed to deposit the disputed amount with the CPUC pending the appeal. You never deposited those funds.

On April 21, 2025, accompanied by Claremont police, GSWC's service technicians went to your property and discovered your pickup truck was parked on top of the meter, preventing the service technicians from accessing the meter. The truck was observed in the same location on subsequent days.

On April 29, 2025, with your truck still parked over GSWC's meter, a GSWC service technician and a contractor escorted by the Claremont police, had to cut open the street to access the service line at the main and shut off water service from there.

On May 1, 2025, GSWC obtained a temporary restraining order against you preventing you from calling the GSWC service center and verbally abusing, with vulgar and appalling language, the women answering your calls. On June 10, 2025, the court entered a restraining order against you to prevent your further harassment of GSWC personnel.

In order to reestablish your water service, GSWC will incur \$25,500 in costs. GSWC will have to retain a contractor to access the water main through the street to do a turn on of the water service. The cost of that contractor is \$6,100.00. Per the requirements of the City of Claremont, GSWC will also need to retain a contractor, at a cost of \$19,400.00, to repave the street after having cut through the asphalt to turn your water service on.

Thus, you will need to deliver a cashier's check in the amount of \$25,500 to GSWC, at which time it will retain contractors to complete the work described above to reestablish your water service. You can deliver the check to my office and I will forward it to GSWC.

Finally, please be advised that within twenty days of the water service being reestablished, you will be required to deliver to GSWC a security deposit in the amount of \$257.00 to avoid a disconnect of service.

Thank you.

Sincerely,

David P. King

David P. King

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

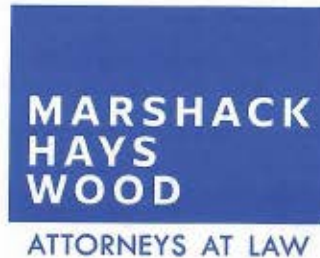
EXHIBIT 3

Letter from Laila Rais
Marshack Hays Wood LLP
Counsel for Golden State Water Company
Dated August 31, 2026

Richard A. Marshack
D. Edward Hays
David A. Wood
Laila Rais
Aaron E. de Leest
Tinho Mang
Bradford N. Barnhardt
Sarah R. Hasselberger
Devan de los Reyes

Of Counsel

Kristine A. Thagard
Matthew W. Grimshaw
Chad V. Haes
Alina N. Mamlyuk



Sender: Laila Rais
lrais@marshackhays.com
Reference No. 1965-001

***Confidential Settlement Communication Pursuant to Rule 403 of the Federal
Rules of Evidence***

August 31, 2026

VIA E-MAIL

Kenneth Gray
kenneth@thegrayfam.com

Re: **In re Kenneth Anthony Gray**, Case No. 2:25-bk-18109-VZ
1091 Northwestern Drive, Claremont, California

Mr. Gray:

This letter responds to your August 25, 2026 settlement proposal to Golden State Water Company ("GSWC"). It is submitted for settlement purposes only and does not waive any of GSWC's rights, remedies, claims, defenses, or positions.

Your proposal characterizes the requested work as a restoration or reconnection of prior service and treats part of the projected cost as a discharged prepetition obligation. GSWC does not agree with those characterizations. As explained below, establishing water service at 1091 Northwestern Drive ("Property") requires new construction work to access the water main and establish a new account; it is not a routine meter reconnection.

Procedural and Factual Background

As reflected in the record:

- You filed your voluntary Chapter 7 petition on September 15, 2025.
- Your complaint in Gray v. Golden State Water Company, Adv. No. 2:26-ap-01094-VZ, was dismissed with prejudice
- At the August 25, 2026 hearing, the Bankruptcy Court denied your motion seeking modification of adequate assurance and an order compelling restoration of service. The Court ruled from the bench that the water service had been shut off before the bankruptcy filing and that the prospective cost of work to the main connection was not a prepetition debt that had gone unpaid.

GSWC also refers you to David P. King's September 18, 2025 letter, a copy of which you attached as Exhibit 2 to your adequate-assurance motion. That letter explained that the costs at issue were not for unpaid bills or other previously incurred costs, but were prospective costs GSWC would incur to establish service. It further stated that, because of the condition of the prior connection, GSWC could not simply turn on a valve; the work required access to the water main through the street, a turn-on of water service, and street repaving afterward.

Service at the Property was disconnected at the water main in April 2025 due to fraudulent use. GSWC removed a damaged and vandalized meter from the Property, installed a new meter, and restored service after receiving an electronic payment. That payment was subsequently stopped. In addition, a truck was parked directly on the new meter preventing utility access. GSWC therefore disconnected service at the water main.

Work Required to Establish Service

There is currently no active account at the Property. Accordingly, this is not a routine reconnection of water service at an existing meter. It requires establishing a new account and coordinating contractors to establish a service connection from the water main. The work will take time to coordinate and cannot be accomplished by merely turning on water at a meter.

The October 10, 2025 contractor proposals—which were valid for only 10 days when issued—identified the following work and estimates:

- **Access to and work at the water main:** USA location; excavation of the existing main at 1091 N. Western; turn-on of the corporation stop; backfill

with CAB; and base paving with conventional asphalt (4' x 4'). **Estimated cost: \$6,100.00.**

- **Street restoration:** USA location; 1.5-inch grind and overlay up to 24' x 33' with conventional asphalt; and restoration of disturbed yellow striping. **Estimated cost: \$19,400.00.**

The combined estimate is **\$25,500.00**. The estimates excluded, among other things, permits, engineering, traffic-control plans, hazardous-material handling, customer-side adjustments or services, building connections, customer-side valves and meters, nonstandard work hours, slurry backfill, paving beyond trench width, concrete, testing, bonds, and certain other work.

GSWC's Settlement Position

Although the contractor estimates are approximately one year old and cannot be treated as current bids, GSWC is willing to accept **\$25,500.00** at this time to proceed with coordination of the work necessary to establish a service connection, subject to the following conditions:

1. **Payment before work is authorized.** You must deliver certified funds in the amount of **\$25,500.00** to GSWC before it authorizes and coordinates the required contractor work and establishes the new account.
2. **Cost true-up.** You will be responsible for any increase in cost or any additional costs incurred to establish the service connection, including any costs resulting from work outside the scope of the October 10, 2025 proposals. Any additional amount must be paid within **10 days** after GSWC provides written notice of the amount due and supporting cost information.
3. **Refund if actual costs are lower.** If GSWC's actual costs to establish the service connection are less than \$25,500.00, GSWC will issue a refund for the difference after the work is completed and final costs are determined.
4. **Timing.** GSWC will use reasonable efforts to coordinate the necessary contractors after receiving the \$25,500.00 payment. The work is not an immediate meter turn-on, and the completion date necessarily depends on contractor scheduling, site conditions, and any required permits, approvals, traffic-control measures, or additional work.
5. **New-account requirements and ongoing service.** Before service begins, you must establish a new account and satisfy GSWC's applicable service requirements. Once service is established, the account will be subject to GSWC's then-applicable tariffs, rules, and billing practices.

GSWC does not agree to remove the \$6,100 component, defer payment through a 70-month installment arrangement, restore service before payment and completion of the necessary work, or limit GSWC's remedies as proposed in your August 25, 2026 correspondence.

Nothing in this response constitutes an admission that any portion of the \$25,500.00 is a prepetition debt or an agreement that the necessary construction work constitutes an adequate-assurance deposit or a routine reconnection charge.

If you accept the terms above, please confirm in writing. Upon confirmation, GSWC will provide instructions for delivery of the \$25,500.00 payment and for opening the new account.

Sincerely,


LAILA RAIS

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 4

Golden State Water Company
CPUC-Filed Tariff Rule No. 16
Service Connections, Meters, and Customer's Facilities
Advice Letter No. 1996-W — Effective May 21, 2026

Rule No. 16
Service Connections, Meters, And Customer's Facilities

A. General

1. Utility's Responsibility

- a. 1) In urban areas with dedicated front streets, rear service roads, or public utility easements, the Utility will furnish and install the service pipe, curb stop, meter and meter box at its own expense for the purpose of providing a metered connection between the Utility's distribution system and the customer's service line, except for temporary services and as otherwise provided in Rule No. 15, Main Extensions. The service connection, which includes the curb stop, meter, and meter tailpiece, and meter box will be installed at a convenient place between the property line and the curb, or inside the customer's property line where necessary. (T)

Please refer to Section B. of this Rule No. 16 for any current charges for service connections.

- 2) In areas which do not have dedicated front streets, rear service roads, or public utility easements the utility will furnish and install the service pipe, curb stop, meter and meter box as above provided but at a convenient point on or near the customer's property except for service beyond the service area. (T)

- b. The service connection will determine the point of delivery of water service to the customer. (T)

2. Customer's Responsibility

a. Condition Precedent to Receiving Service

The customer as a condition precedent to receiving service shall:

- 1) Furnish and lay the necessary piping to make the connection from the service connection to the place of consumption and shall keep such piping in good repair in accordance with such reasonable requirements of the utility as may be incorporated in its rules herein.
- 2) Provide a main valve on the customer's piping between the service connection and as close as practical to the meter box and before the first point of customer use. (T)
- 3) Where service is rendered at or near the service area boundary for use beyond the service area, install, operate and maintain the facilities necessary to provide service. (T)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

2. Customer's Responsibility (Cont'd)

a. Condition Precedent to Receiving Service (Cont'd)

- 1) **Santa Maria Customer Service Area only:** Applicants requesting a new service connection, a new water meter or an increase in the size of their existing service connection and/or existing water meter resulting in increased demand within the Santa Maria Customer Service Area, as defined on the Service Area Maps, must provide a source of supplemental water to offset the increased demand, pursuant to the Court adopted Stipulation in Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. (and related actions), Lead Case No. CV770214, Superior Court of the State of California, County of Santa Clara, in January 2008 and Commission Decision No. 13-05-011. Where and when available, applicants may remit payment to a third party public agency a water resource demand offset fee in lieu of providing a source of supplemental water, provided such fee fully offsets the cost, and results in the dedication to GSWC, of a source of supplemental water sufficient to meet the water demands of the service requested.

The condition will not apply if one (1) the applicant is not an existing Golden State Water Company customer and provides Golden State Water company a final Can and Will Serve Letter and/or recorded land use entitlement demonstrating a prior obligation to serve the parcel with water service, or two (2) the applicant is an existing customer (with an existing connection, water meter, and service agreement) and all of the following criteria are satisfied:

- a. The new dwelling is authorized under applicable state and/or local Accessory Dwelling Unit ("ADU") regulations, as they may be amended from time to time.
 - b. The new dwelling (and/or request land use entitlement) only requires a ministerial land use permit or other form of land use entitlement.
 - c. The applicant currently has one (1) service line/connection of 1-inch or less.
 - d. Water service to both the existing dwelling structure and the proposed ADU can be provided with one (1), 1-inch service line/connection or less.
- 5) The Customer shall provide satisfactory evidence that service will be for a use of a permanent nature, and must also provide a plot plan of the permitted structure or facility to which service will be provided.

(T)
(T)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

2. Customer's Responsibility (Cont'd)

- b. The customer's piping shall extend to that point on the curb line or property line of easiest access to the utility from its existing distribution system or requiring the least extension of the existing distribution main. The utility shall be consulted before installation thereof and its approval of location secured.

3. Ownership and Absence of Rental Obligation Where Facilities Are on Premises of Customer.

- a. The service pipe, curb stop, meter, and meter box furnished by or on behalf of the utility and located wholly or partially upon a customer's premise are the property of the utility.
- b. No rent or other charge will be paid by the utility where the utility-owned service facilities are located on a customer's premises.

4. Access to Premises of Customer

- a. The utility shall at all reasonable hours have access to service pipe, curb stop, meter, meter box, and other property owned by it which may be located on customer's premises for purposes of installation, maintenance, operation or removal of the property at the time service is to be terminated. The customer's system should be open for inspection at all reasonable times to authorized representatives of the utility. (T)
- b. Any inspection work or recommendations made by the utility or its agents in connection with plumbing or appliances or any use of water on customers premises, either as a result or a complaint or otherwise, will be made without charge. (T)

5. Responsibility for Loss or Damages

- a. The utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or of a customer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment for which service is supplied.
- b. The customer will be held responsible for damage to utility's service pipe, curb stop, meter, meter box and other property, including but not limited to damage caused by steam, hot water, or chemicals. (T)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

B. Services

1. Charges for Service Connections

Except as provided in subparagraphs (a), (b), (c) or (d) below, the utility shall provide one standard service connection, up to 2", at no charge for each separately assessed single family residential parcel. This no-charge connection applies only to the initial service connection for the parcel. Any additional service connections, or any connection falling within the circumstances listed below, shall be subject to applicable charges:

(T)
|
(T)

- Connections for private fire protection service
- Connections for temporary service
- Changes, including upsizing or downsizing, or relocations made at the request and for the convenience of the customer, to the service pipe, fittings, meter, and valve(s)
- Situations where additional connections are requested such as the addition of an Accessory Dwelling Unit (ADU) or
- Due to the divisions of land ownership, when the original parcel or lot was receiving service prior to division

- a. Individual Customer Connection Fee. A Class A utility district or subsidiary serving 2,000 or fewer connections, may accept connection fees from individual customers as Contributions (as defined in Rule 15, Section E) calculated pursuant to the Commission's Connection Fee Data Form (or equivalent) contained in the Utility's tariffs (including a collection of an Income Tax Component of Contribution ["ITCC"] [also known as a "tax gross-up"] pursuant to Rule 15).
- b. In lieu of paying a connection fee, an applicant for a service connection may retain a licensed contractor, qualified in the judgment of the utility, to install the service connection. Cost to the Utility of inspection and supervision of the installation, including an ITCC pursuant to Rule 15, shall be paid by the applicant. The applicant shall provide the utility with a statement of actual construction cost in reasonable detail. The amount shall be treated as a Contribution to the Utility. The installation shall be in accordance with plans and specifications of the Utility.
- c. Individual Customer Facilities Fee. A Class A utility district or subsidiary serving 2,000 or fewer connections, may accept from individual customers amounts in contribution as a facilities fee calculated pursuant to tariffs approved by the Commission (including a collection of an ITCC pursuant to Rule 15).

(Continued)

(To be inserted by utility)

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Decision No. _____

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R. J. Sprowls
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(To be inserted by P.U.C.)

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Effective May 21, 2026
Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

B. Services (Cont'd)

1. Charges for Service Connections (continued)

- d. Connection Fees. This fee is applicable to all new service connections in the following in districts: (T)

<u>District</u>	<u>Connection Fee</u>	
Bay Point	\$4,500 per residential lot	(I) (D)

These fees, and corresponding ITCC, are for a 5/8 x 3/4" meter.
The districts and applicable fees and ITCC by meter size are shown below:

<u>Meter Size</u>	<u>Bay Point</u>	<u>ITCC @ 28%</u>	<u>Total Charge</u>	
5/8" x 3/4"	\$4,500	\$1,260	\$5,760	(I)
3/4"	\$6,750	\$1,890	\$8,640	
1"	\$16,875	\$4,725	\$21,600	
1 1/2"	\$33,750	\$9,450	\$43,200	(I)
2"	\$54,000	\$15,120	\$69,120	

Service connection fees are to be considered as Contribution-in-Aid-Of-Construction and will be applied as a reduction to rate base to offset cost of capital expenditures for facilities necessitated by the addition of new customers to the existing system. (L)
|
(L)

Residential service connections larger than 2" and non-residential service connections will require the customer to pay for the actual cost of the service installation plus any applicable taxes and regulatory fees. (N)
|
(N)

2. Size of Service Pipe

- a. The minimum size of service pipe installed by the utility will not be less than 1-inch nominal size. (L)
|
(T)
- b. The utility may require the customer to provide such data as may be necessary for the utility properly to size a service larger than 1-inch nominal size consistent with pressure requirements. (T)
|
(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprows
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

B. Services (Continued)

3. Installation

Only duly authorized employees or agents of the utility (or contractors, upon approval of the utility) will be permitted to install a service pipe from the utility's main to the location of the service connection. The connection from the meter to the customer's piping will be made by the utility; provided, however, that if the customer's piping requires repair or replacement, the connection may, at the option of the utility, be made by the customer or his agent.

C. Cross-Connections

1. Protective Regulation

No physical connection between the potable water supply system of the public utility and that of any other water supply or source of actual or potential contamination will be permitted except in compliance with the regulations of the State Water Resources Control Board (SWRCB) contained in the Cross -Connection Control Policy Handbook (CCCPH), adopted December 19, 2023.

2. Backflow Preventers Required

The utility will evaluate the degree of potential health hazard to the public water supply which may be created as a result of conditions existing on a user's premises. As a minimum, the evaluation will consider: the existence of cross-connections, the nature of materials handled on the property, user premises accessibility, previous backflow incidents on the user premises, the probability of a backflow occurring, the degree of piping system complexity and the potential for piping system modification. The utility may implement a Cross Connection Control Fee to administer the Cross-Connection Control Program as indicated on Schedule No. CCCF.

(D)

(D)

(L)

(L)

(Continued)

(To be inserted by utility)

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Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

(D)

C. Cross-Connections (continued)

(L)

2. Backflow Preventers Required (continued)

The utility will require the installation of approved backflow preventers of required type under any of the following conditions:

- a. Where a fresh water supply which has not been approved by the SWRCB Division of Drinking Water is already available from a well, spring, reservoir or other source. (If the customer agrees to abandon this other supply and agrees to remove all pumps and piping necessary for the utilization of this supply, the installation of backflow preventers will not be required.)
- b. Where salt water, or water otherwise contaminated, is available for industrial or fire protection purposes at the same premises.
- c. Where the premises are or may be engaged in industrial processing using or producing process waters or liquid industrial wastes, or where the premises are or may be engaged in handling sewage or any other dangerous substances.
- d. Where fresh water hydrants or other outlets are or may be installed on piers or docks.
- e. Where the circumstances are such that there is special danger of backflow of sewage or other contaminated liquids through plumbing fixtures or water-using or treating equipment, or storage tanks and reservoirs.
- f. Premises that have internal cross-connections that are not abated to the satisfaction of the utility or the health agency.
- g. Premises where cross-connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
- h. Premises having a repeated history of cross-connections being established or re-established.

(L)

(Continued)

(To be inserted by utility)

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Rule No. 16
Service Connections, Meters, And Customer's Facilities

C. Cross-Connections (Continued)

(L)

3. Type and Expense of Backflow Preventers

Any backflow preventer utilized shall be of the type and design specified and approved for the circumstances described in the CCCPH, Article 3 - Backflow Prevention Assemblies, except that a customer may utilize an approved backflow preventer providing greater protection than required. Such backflow preventers shall be installed by and at the expense of the customer, in a manner approved by the utility and the public health agency having jurisdiction. Following the compliance date, the utility may have a backflow prevention assembly installed. The cost of the installation will be borne by the customer, and the utility may add such cost to the customer's water bill. Backflow preventers shall be installed as close as practical to the customer's connection to the utility and in a location which is readily available for periodic inspection.

Backflow preventers shall be installed, tested, repaired or replaced at the expense of the customer.

4. Periodic Testing of Backflow Preventers

Whenever a backflow preventer is installed permanently, relocated, depressurized for winterizing, or repaired the customer shall have it tested by persons with valid certification from a certifying organization recognized by the State Water Board as described in Article 4 of the CCCPH. Backflow preventers shall be tested at least annually or more frequently if determined to be necessary by the health agency or utility. The utility shall notify the customer when testing of backflow preventers is needed. The notice shall also inform the customer that, following the compliance date, the utility may have all untested assemblies tested and, if needed, repaired or replaced. The costs of all testing, repair, or replacement will be borne by the customer, and the utility may add such costs to the customer's water bill. In tenant-landlord situations, the utility shall not be responsible for determining the responsible party beyond notification of the customer of record. The notice shall give the date when the test must be completed. Reports of testing and maintenance shall be maintained by the utility for a minimum of three years.

Whenever a backflow prevention assembly is found to have failed, it must be repaired or replaced as soon as repair parts or a replacement assembly is available, but in no event later than the testing compliance date, or 20 days after testing, whichever comes first. If the assembly cannot or will not be repaired within 3 days of discovery of the failure, the backflow prevention assembly tester must notify the utility of the failure. In cases where the failed assembly presents an immediate risk to public health, the service will be discontinued until the repairs or replacement is completed.

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
Resolution No. _____

Rule No. 16
Service Connections, Meters, And Customer's Facilities

C. Cross-Connections (continued)

5. Refusal to Serve or Discontinuance of Service

(L)

The utility may refuse or discontinue service:

- a. Until there has been installed on the customer's piping an approved backflow preventer of the required type, if one is required.
- b. Where the utility has been denied access to the customer's premises to make an evaluation.
- c. Where the customer refuses to test a backflow preventer, or to repair or replace a faulty backflow preventer.
- d. Where there is a direct or indirect connection between the public water system and a sewer line.
- e. Where there is an unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
- f. Where there is an unprotected direct or indirect connection between the public water system and auxiliary water system.
- g. When there is a situation which presents an immediate health hazard to the public water system.

6. Pumps and Boosters

When a customer receiving service at the utility's main or service connection must, by means of a pump of any kind, increase the pressure of the water received, the pump shall not be attached to any pipe directly connected to the utility's main or service pipe. Such pumping or boosting of pressure shall be done, at the option of the utility, either:

- a. From a sump, cistern or storage tank which must be served through an air gap connection, or
- b. From a combination of an approved backflow preventer plus a device approved by the water utility to prevent the booster pump from drawing the utility's system pressure below 20 psi.

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
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Rule No. 16
Service Connections, Meters, And Customer's Facilities

C. Cross-Connections (continued)

(L)

(L)

6. Pumps and Boosters (continued)

(L)

This requirement shall not apply to American Water Works Association (AWWA) Class 2 Fire Protection systems, except as provided for in the information Bulletin issued by the Office of State Fire Marshall on December 10, 1984.

AWWA Class 2 fire protection systems have direct connections from public water mains only; no pumps, tanks or reservoirs, except that booster pumps may be installed in the connections from the street mains to the fire protection systems; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry well, or other safe outlets.

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1996-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 21, 2026
Effective May 21, 2026
Resolution No. _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 5

Golden State Water Company
CPUC-Filed Tariff Rule No. 11
Discontinuance and Restoration of Service

Rule No. 11
Discontinuance And Restoration Of Service

A. Customer's Request for Discontinuance of Service

1. A customer may have service discontinued by giving not less than two days' advance notice thereof to the utility. Charges for service may be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required two days' advance notice.
2. When such notice is not given, the customer may be required to pay for service until two days after the utility has knowledge that the customer has vacated the premises or otherwise has discontinued water service. (T)

B. Discontinuance of Service by Utility

1. For Nonpayment of Bills

a. Past-Due Bills.

When bills are rendered monthly or bimonthly, they will be considered past due if not paid within 19 days from the date of mailing.

(1) Residential Service

For the purposes of this rule, residential service means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing. When bills are rendered monthly or bimonthly, they will be considered past due if not paid within 19 days from the date of mailing. The utility shall allow every residential customer a total of 79 days from the date of mailing its bill for services, postage prepaid, to make payment of the bill prior to discontinuance of service. The utility shall not discontinue residential service for nonpayment of a delinquent account unless the utility first gives notice of the delinquency and impending discontinuance, in conformance with Rule No. 8.A.3, which establishes notice periods ranging from 7 to 15 days, depending on the occupancy type. The utility will provide notices timely to ensure that the applicable notice period is included in the total 79-day period referenced above and does not provide additional time to pay.

(N)

(N)

(T)

(T)

(2) All Other Service (Non-residential)

The utility shall not discontinue nonresidential service for nonpayment of a delinquent account unless the utility first gives notice of the delinquency and impending discontinuance in conformance with Rule No. 8.A.4.

(N)

(N)

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1808-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed December 12, 2019
Effective February 1, 2020
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

- b. When a bill for water service has become past due and a discontinuance of service notice for nonpayment has been issued, service may be discontinued if bill is not paid in full (or alternative payment arrangements acceptable to the utility have not been made) within the time required by such notice. The customer's service, however, will not be discontinued for nonpayment until the amount of any deposit made to establish credit for that service has been fully absorbed. (T)

c. Petition for Utility Review. (N)

1. Any customer (or adult occupant of residential service address) may petition the utility for review of a bill for water service in accordance with Rule Nos. 5 and 10. (N)

2. Such customer shall not have the water service discontinued for nonpayment during the pendency of an investigation by the utility of a complaint or request and shall be given an opportunity for review of the complaint, investigation, or request by a review manager of the utility, if: (T)

- (i) The customer who has initiated a billing complaint or requested an investigation within 5 days of receiving a disputed bill, or (T)

- (ii) Before discontinuance of service, the customer made payment arrangements for a bill asserted to be beyond the means of the customer to pay in full within the normal period for payment. (T)

3. The review shall include consideration of whether a customer shall be permitted to make installment payments on any unpaid balance of the delinquent account over a reasonable period of time, not to exceed 12 months.

Such service shall not be discontinued for nonpayment for any customer complying with an installment payment agreement entered into with the utility, provided the customer also keeps current her or his account for water service as charges accrue in each subsequent billing period.

If a customer fails to comply with an installment payment agreement the utility will give a discontinuance of service notice no less than 5 business days before discontinuing such service, but such notice shall not entitle the customer to further investigation or alternative payment arrangements by the utility. (T)

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1808-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed December 12, 2019
Effective February 1, 2020
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

d. Appeal to the Commission.

Any customer (or adult occupant of a residential service address) whose complaint or request for an investigation pursuant to subdivision (c) has resulted in a determination by the utility adverse to such customer or adult occupant, may appeal the determination to the Commission in accordance with Rule Nos. 5 and 10 (including depositing the disputed amount with the Commission). Any such appeal of the disputed bill to the Commission shall be in accordance with the Commission's Rules of Practice and Procedure. Written documentation of an appeal filed and diligently pursued with the Commission will prevent discontinuance of residential water service during the official appeal process.

e. Residential Health and Safety Exception.

1. Service to a residential water customer will not be discontinued for nonpayment when such customer establishes to the satisfaction of the utility that all three of the following conditions are met:

- (i) The residential customer submits certification from a primary care provider*, as defined by the Water Shutoff Protection Act, that discontinuance of residential water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

*Proof must be by certification from any internist, general practitioner, obstetrician-gynecologist, pediatrician, family physician and surgeon, nonphysician medical practitioner, or primary care clinic, rural health clinic, community clinic or hospital outpatient clinic. A "nonphysician medical practitioner" means a physician assistant or certified nurse-midwife performing services under physician and surgeon supervision, or a nurse practitioner performing services in collaboration with a physician and surgeon. (See Section 14088(b)(1)(A) and (c) of the California Welfare and Institutions Code.

(T)

(T)

(T)

- (ii) The residential customer demonstrates that she or he is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level; and,

(Continued)

(To be inserted by utility)

Advice Letter No. 1815-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 3, 2020
Effective April 3, 2020
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

e. Residential Health and Safety Exception. (Continued)

- (iii) The residential customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment consistent with the utility's written policy on discontinuance of service due to nonpayment of bills*.

(T)
(N)

*The written policy is available at <https://www.gswater.com/policy-of-discontinuation/>

(N)

2. If all three of the above conditions are met, the utility shall offer the customer one or more of the following options:

- a. Amortization of the unpaid balance.
- b. Participation in an alternative payment schedule.
- c. A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
- d. Temporary deferral of payment.

(T)

3. The utility may choose which of the payment options the customer undertakes and may set the parameters of that payment option. The repayment option offered should result in repayment of any remaining outstanding balance within 12 months.

4. Notwithstanding the above, residential service may be discontinued to any customer meeting the conditions above who:

(i) Does not agree to or comply with an amortization agreement, an alternative payment schedule, or a plan for deferred or reduced payment after incurring delinquent charges for 60 days or more,

OR

(ii) After agreeing to an amortization agreement, an alternative payment schedule, or a plan for deferred or reduced payment for delinquent charges, the customer does not pay her or his current residential service charges for 60 days or more.

Notice of discontinuation for either of these reasons will be posted in a prominent and conspicuous location at the property no less than 5 business days before discontinuing such service, but such notice shall not entitle the customer to further investigation or alternative payment arrangements by the utility.

(T)

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1815-W

Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 3, 2020

Effective April 3, 2020

Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

f. Other Disconnection Terms

A customer's residential service may be discontinued for nonpayment of a bill for residential service previously rendered her or him at any location served by the utility.

(L)

A nonresidential service may be discontinued for nonpayment of a bill for residential as well as nonresidential service previously rendered her or him at any location served by the utility.

(L)

The discontinuance of service notice as set forth in subdivision (b) will be given in both cases stated above before discontinuance of service takes place.

Residential services will not, however, be discontinued for nonpayment of bills for separate nonresidential service.

g. Timing of Disconnection

Service will not be discontinued by reason of delinquency in payment for service on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the utility are not open to the public. The utility will avoid disconnection of service on Fridays and a day prior to a holiday. The utility will inform customers of the option to reconnect during regular business hours to avoid the more costly fees associated with after-hours service.

- h. Where the owner, manager, or operator of the dwelling, structure, or park is listed by the utility as the customer of record, and water service is provided to residential occupants in a detached single-family dwelling, a multi-unit residential structure, mobilehome park, or permanent residential structure in a labor camp the utility will make every good faith effort to inform the residential occupants, by written notice in conformance with Rule No. 8.A.3.b.

- (1) Where said occupants are individually metered.

The utility is not required to make service available to these occupants unless each user agrees to the terms and conditions of service and meets the requirement of the law and the utility's rules and tariffs.

(L)

(Continued)

(To be inserted by utility)

Advice Letter No. 1815-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 3, 2020
Effective April 3, 2020
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

h. (Continued)

However, if one or more occupants are willing and able to assume responsibility for subsequent charges by these occupants to the account to the satisfaction of the utility, or if there is a practical physical means, legally available to the utility of selectively providing services to these occupants who have met the requirements of the utility's rules and tariffs, the utility will make service available to these occupants.

For these selected occupants establishment of credit may be as prescribed in Rule No. 6, except that where prior service for a period of time is a condition for establishing credit with the utility, proof that is acceptable to the utility of residence and prompt payment of rent or other credit obligation during that period of time is a satisfactory equivalent.

(L)
|
(L)

(2) Where said occupants are master metered.

The utility is not required to make service available to these occupants unless each occupant agrees to the terms and conditions of service, and meets the requirements of the law and the utility's rules and tariffs and the following:

The same Rule 11, item B.1.h. (1) above which applies to individually metered occupants also applies to master metered occupants, except a representative may act on the behalf of a master metered occupant, and the utility will not discontinue service in any of the following situations:

- (a) During the pendency of an investigation by the utility of a master-meter customer dispute or complaint.
- (b) When the master-metered customer has been granted an extension of the period for repayment of a bill.
- (c) For an indebtedness owned by the master-metered customer to any other person or corporation or when the obligation represented by the delinquent account or any other indebtedness was incurred with a person or corporation other than the utility demanding payment therefor.
- (d) When a delinquent account relates to another property owned, managed, or operated by the master-metered customer.
- (e) When a public health or building officer certifies that discontinuance would result in a significant threat to the health or safety of the residential occupants or the public. Proof of age or disability are described in Rule No. 11.B.1.e.

(Continued)

(To be inserted by utility)

Advice Letter No. 1815-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 3, 2020
Effective April 3, 2020
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

- i. Residential Customer's Remedies Upon Receipt of Discontinuance Notice for Nonpayment. (L)
- (1) If upon receipt of a discontinuance notice, a residential customer is unable to pay, she or he must contact the utility before discontinuance of service to make payment arrangements to avoid discontinuance of service. Information pertaining to alternative payment options and other options for averting discontinuation of residential service for nonpayment will be provided on the discontinuance notice as described in Rule No. 5, or can be obtained by calling 800-999-4033.
- (2) If, after contacting the utility, the residential customer alleges to the Commission an inability to pay and that she or he is unable to make payment arrangements with the utility she or he should contact the Commission's Consumer Affairs Branch (CAB) to make an informal complaint. To maintain uninterrupted service this action must be taken prior to discontinuation of service as defined in the provided notice.
- (3) The CAB's resolution of the matter should be reported to both the utility and the residential customer within ten business days after receipt of the informal complaint. If the customer is not satisfied with such resolution, such customer may file, within ten business days after the date of the CAB's letter, a formal complaint with the Commission under Public Utilities Code Section 1702 on a form provided by the CAB. (L)
- (4) Failure of any customer to observe these time limits prescribed herein shall entitle the utility to insist upon payment or, upon failure to pay, to proceed to discontinue the customer's residential water service in accordance with the utility's rules. (T)

(Continued)

(To be inserted by utility)

Advice Letter No. 1808-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed December 12, 2019
Effective February 1, 2020
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

1. For Nonpayment of Bills (Continued)

j. Designation of a Third-Party Representative (Older Adult or Disabled only)

- (1) Customer must inform utility if she or he desires that a third party receive discontinuance or other notices on her or his behalf.
- (2) Utility must be advised of name, address and telephone number of third party with a letter from third party accepting this responsibility.
- (3) Only customers who certify that they are older adults age 62 or over or disabled are entitled to third-party representation. Proof of age must be supported by certificate of birth, driver's license, passport or other reliable document. Proof of disability must be by certification from a licensed physician, public health nurse or social worker.

2. For Noncompliance with Rules

The utility may discontinue service to any customer for violation of these rules after it has given the customer at least five days' written notice of such intention. Where safety of water supply is endangered, service may be discontinued immediately without notice.

3. For Waste of Water

- a. Where negligent or wasteful use of water exists on customer's premises, the utility may discontinue the service if such practices are not remedied within forty-eight (48) hours after it as given the customer written notice to such effect. (T)
- b. In order to protect itself against serious and unnecessary waste or misuse of water, the utility may meter any flat rate service and apply the regularly established meter rates where the customer continues to misuse or waste water forty-eight (48) hours after the utility has given the customer written notice to remedy such practices. (T)

4. For Unsafe Apparatus or Where Service is Detrimental or Damaging to the Utility or its Customers

If an unsafe or hazardous condition is found to exist on the customer's premise, or if the use of water thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the utility or its customers, the service may be shut off without notice. The utility will notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

(Continued)

(To be inserted by utility)

Advice Letter No. 1887-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed October 4, 2022
Effective November 3, 2022
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

B. Discontinuance of Services by Utility (Continued)

5. For Fraudulent Use of Service

When the utility has discovered that a customer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that customer may be discontinued without notice. The utility will not restore service to such customer until that customer has complied with all rules and reasonable requirements of the utility and the utility has been reimbursed for the full amount of the service rendered and the actual cost to the utility incurred by reason of the fraudulent use.

C. Restoration of Service

1. Reconnection Charge

Where service has been discontinued for violation of these rules or for nonpayment of bills, the utility may charge \$45.00 for reconnection of service during regular working hours or \$130.00 for reconnection of service at other than regular working hours when the customer has requested that the reconnection be made at other than regular working hours, except as otherwise provided by the utility's tariffs. (I)

2. To be Made During Regular Working Hours

The utility will endeavor to make reconnections during regular working hours on the day of the request, if the conditions permit; otherwise reconnections will be made on the regular working day following the day the request is made.

3. To Be Made at Other Than Regular Working Hours

When a customer has requested that the reconnection be made at other than regular working hours, the utility will reasonably endeavor to so make the reconnection if practicable under the circumstances.

4. Wrongful Discontinuance

A service wrongfully discontinued by the utility, must be restored without charge for the restoration to the customer within 24 hours.

(Continued)

(To be inserted by utility)

Advice Letter No. 1955-W
Decision No. 25-01-036

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed January 31, 2025
Effective February 1, 2025
Resolution No. _____

Rule No. 11
Discontinuance And Restoration Of Service

C. Restoration of Service (Continued)

5. Limits on Certain Reconnection Charges

For a residential customer who demonstrates household income below 200 percent of the federal poverty line (or is otherwise deemed by the Water Shutoff Protection Act as having a household income of below 200 percent of the federal poverty line), charges shall be limited as follows:

- (i) For reconnections during regular working hours, the lesser of the actual cost (as stated in Rule No. 11.C.1) or \$50.00; and (T)
- (ii) For reconnections during other than regular working hours, the lesser of the actual cost (as stated in Rule No. 11.C.1) or \$150. The cap on these reconnection fees (\$50 and \$150, respectively) shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. (T)

D. Refusal to Serve

1. Conditions for Refusal

The utility may refuse to serve an applicant for service under the following conditions:

- a. If the applicant fails to comply with any of the rules as filed with the Public Utilities Commission.
- b. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers.
- c. If, in the judgment of the utility, the applicant's installation for utilizing the service is unsafe or hazardous, or of such nature that satisfactory service cannot be rendered.
- d. Where service has been discontinued for fraudulent use, the utility will not serve an applicant until it has determined that all conditions of fraudulent use or practice has been corrected.

2. Notification to Customers

When an applicant is refused service under the provisions of this rule, the utility will notify the applicant promptly of the reason for the refusal to service and of the right of applicant to appeal the utility's decision to the Public Utilities Commission.

(To be inserted by utility)

Advice Letter No. 1815-W
Decision No. _____

Issued By
R. J. Sprowls
President

(To be inserted by P.U.C.)

Date Filed April 3, 2020
Effective April 3, 2020
Resolution No. _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 6

Golden State Water Company
CPUC-Filed Tariff Rule No. 7
Deposits

Rule No. 7

DEPOSITS

A. Amount to Establish Credit

1. Metered Service

- a. To establish credit by deposit, the amount for residential service requiring not more than one 5/8 x 3/4-inch meter will be \$30.00 when bills are rendered monthly or \$60.00 when bills are rendered bimonthly.

(l)

- b. To establish credit by deposit, the amount for all other service will be twice the estimated average monthly bill.

2. Flat Rate Service

No deposit will be required, except as prescribed for temporary service in Rule No. 13.

B. Amount to Re-Establish Credit

1. Former Customers

To re-establish credit for an applicant who previously has been a customer of the utility and during the last 12 months of that prior service has had service discontinued for nonpayment of bills, the amount will be twice the estimated average monthly or bimonthly bill to be rendered for the service requested.

2. Present Customers

To re-establish credit for a customer whose service has been discontinued for nonpayment of bills, the amount will be twice the average monthly or bimonthly bill to be rendered for that service.

C. Applicability to Unpaid Accounts

Deposits made under this rule will be applied to unpaid bills for service when such service has been discontinued.

(Continued)

SOUTHERN CALIFORNIA WATER COMPANY

630 E. FOOTHILL BLVD. P. O. BOX 9016
SAN DIMAS, CALIFORNIA 91773-9016

Revised Cal. P.U.C. Sheet No. 4803-W

Canceling Revised Cal. P.U.C. Sheet No. 3542-W

Page 2 of 2

Rule No. 7

DEPOSITS
(Continued)

D. Return of Deposits

1. Upon discontinuance of service, the utility will refund the balance of the customer's deposit in excess of unpaid bills for that service for which the deposit was made.
2. If the customer has paid bills for service on the average within 15 days after presentation during the period of time the deposit is held or for 12 consecutive months, the utility will refund the deposit with interest as provided in Paragraph E of this rule.
3. Should the customer establish credit by other means in accordance with Rule No. 6 and then requests the return of his deposit, it shall then be returned with interest.

E. Interest on Deposits

1. The Utility will pay simple interest on deposits at the average monthly 90-day commercial paper rate per month for the last calendar year (or shorter period if service is discontinued after less than 12 months) and for additional time thereafter up to the date of refund; provided, however, that no interest shall accrue (1) after mailing refund or notice that refund is due and payable to the customer at his last known address, and (2) if service is temporarily or permanently disconnected for nonpayment of bills. (C)
2. No interest will be paid on deposits made for temporary service. (C)

ISSUED BY

F. E. WICKS

President

Date Filed August 12, 2004

Effective Date September 21, 2004

Resolution No. _____

Advice Letter No. 1173-W

Decision No. 04-03-039

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 7

Declaration of Regina Cullado
Executed August 11, 2026
Filed in Case No. 2:25-bk-18109-VZ as Docket No. 76

Declaration of Regina Cullado

I, Regina Cullado, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. I am the Customer Service Manager of Golden State Water Company ("Golden State"). Next month I will complete twelve years with Golden State.

3. I submit this declaration in support of Golden State's Opposition to the Debtor's Motion for Modification of Adequate Assurance Under 11 U.S.C. § 366(b) and for Order Compelling Restoration of Utility Service.

4. The facts stated below are within my personal knowledge or are drawn from Golden State's business records maintained under my supervision, and if called as a witness I could and would testify competently to them.

5. As the manager of Golden State's Customer Service Center, I have oversight over the Company's meter-to-cash and customer care operations. Those responsibilities include the Company's billing activities and ensuring that the tariffs approved by the California Public Utilities Commission are accurately reflected in the Company's billing system.

6. In the regular course of its business, Golden State creates and maintains records of customer accounts, meter readings, bills, payments, payment plans, service orders, and customer correspondence. Those records are made at or near the time of the events they record, by persons with knowledge of those events or from information transmitted by such persons; they are kept in the course of a regularly conducted business activity; and making them is a regular practice of that activity. I am familiar with the manner in which these records are created and maintained, and I am a custodian of them.

7. Golden State is a water corporation regulated by the California Public Utilities Commission. Its rates, deposits, reconnection charges, refusal-to-serve standards, and discontinuance practices are governed by tariff rules filed with and approved by the Commission, including Rule No. 7 (Deposits) and Rule No. 11 (Discontinuance and Restoration of Service).

8. Golden State provided water service to Kenneth Anthony Gray at 1091 Northwestern Drive, Claremont, California 91711, under residential Account No. 5034979837. Service began on

1 March 11, 2014. Beginning in May of 2020, the Debtor fell behind on his bills. His first payment
2 arrangement was October of 2022. Thereafter, Debtor broke five successive payment arrangements.

3 9. Golden State's bill to Mr. Gray dated October 7, 2024, reflected a prior balance of
4 \$1,536.93 due immediately and current charges of \$161.30 due October 28, 2024. Attached as
5 **Exhibit 1** is a true and correct copy of that bill.

6 10. On October 11, 2024, Mr. Gray spoke by telephone with a Customer Service Center
7 associate and requested a payment plan. Golden State's call records reflect that he verbally
8 acknowledged the condition that current bills be kept paid by their due dates. On October 14, 2024,
9 Golden State confirmed a twelve-month plan of eleven installments of \$128.00 and a final
10 installment of \$128.93, covering the delinquent balance of \$1,536.93. The written confirmation
11 states that the plan "does not change the due date of any future bills or notices" and that if payments
12 are not made in the amounts or on the dates set forth, the full amount becomes immediately due and
13 payable without further notice. Attached as **Exhibit 2** is a true and correct copy of the October 14,
14 2024 payment plan confirmation.

15 11. Mr. Gray paid \$109.60 on October 29, 2024 against current charges of \$161.30.
16 Charges of \$475.92 incurred after October 7, 2024 became delinquent and remained unpaid as of
17 January 28, 2025, and the \$128.00 plan installment due January 27, 2025 was not received.

18 12. Golden State discontinued water service to the property on January 29, 2025 for
19 nonpayment of the \$475.92 in delinquent charges.

20 13. On January 29, 2025 and again on February 20, 2025, I emailed Mr. Gray explaining
21 the reason for the discontinuance, the status of his account, and the applicable provisions of Rule No.
22 11. Attached as **Exhibit 3** are true and correct copies of those emails.

23 14. Mr. Gray submitted Informal Complaint No. 668088 to the Commission, which
24 Golden State received on January 30, 2025. Customer Service Supervisor Frank Ramirez spoke with
25 Mr. Gray on February 19, 2025 and offered an updated twelve-month payment plan that would have
26 recalculated the monthly installment to include the \$475.92. Mr. Gray declined to discuss that
27 option.
28

1 15. On February 28, 2025, Golden State submitted its written response to Informal
2 Complaint No. 668088 and sent Mr. Gray a letter, executed by me, summarizing the Company's
3 position. That letter reported that during the routine monthly meter reading on February 19, 2025
4 Golden State found that water service to the property had been restored, indicating that the meter had
5 been tampered with; quoted Rule No. 11.B.5 governing fraudulent use of service; and stated that
6 Golden State would not restore service until Mr. Gray remitted the delinquent balance of \$1,886.89
7 or agreed to an updated payment plan. Attached as **Exhibit 4** is a true and correct copy of Golden
8 State's February 28, 2025 response to Informal Complaint No. 668088, including the letter and its
9 attachments. Indeed, the Commission has reviewed all of Mr. Gray's complaints against Golden
10 State and has found the Golden State has not violated any rule or regulation.

11 16. I caused Golden State's billing records for Account No. 5034979837 to be reviewed
12 for the twelve billing months from April 2024 through March 2025, which are the last twelve
13 months in which the property took metered service. The average monthly bill for that period was
14 \$128.58.

15 17. Rule No. 7 measures a residential deposit by twice the estimated average monthly
16 bill. Twice \$128.58 is \$257.16, which Golden State rounded to \$257.00. That is the deposit amount
17 stated in David King's letter to Mr. Gray dated September 18, 2025. The \$257.00 figure is not
18 derived from, and does not include, any amount Mr. Gray owes for past service.

19 18. Attached as **Exhibit 5** is a true and correct copy of the billing history for Account No.
20 5034979837 for the period April 2024 through March 2025, from which the \$128.58 average was
21 calculated.

22 19. Attached as **Exhibit 6** is a true and correct copy of Golden State's Rule No. 11,
23 Discontinuance and Restoration of Service, as filed with and approved by the Commission and in
24 effect at all relevant times.

25 20. There is no active account for 1091 Northwestern Drive. Golden State removed the
26 meter and meter box at the property in April 2025, and on April 29, 2025 the service was shut off
27 and severed at the service main in the street. There is a meter and meter box, but no service
28 connection or active service account at the property. The concrete went into the meter box in early

1 April 2025 and was discovered by Golden State on April 10, 2025. On or around April 11, 2025,
2 Golden State did put in a new meter upon confirmation of a payment by Debtor - that Debtor later
3 "stopped payment" on.

4 21. Because there is no service connection, water service cannot be restored to the
5 property by reconnection. A new service must be installed from the main in the street, which
6 requires excavating the street, tapping the main, installing the new service and meter, and repaving
7 the street to the specification required by the City of Claremont. In the regular course of its business,
8 Golden State obtains written estimates from contractors before performing new service installations
9 that require street excavation and municipal repaving, and it relies on those estimates in determining
10 the cost of providing service. Golden State requested and received the two estimates described above
11 in the regular course of that practice, they were received at or near the time the work was scoped,
12 and they are maintained in Golden State's records for this Property. Specifically, Golden State
13 obtained two contractor estimates for that work: approximately \$6,100.00 to reach the main and
14 install the service, and approximately \$19,400.00 for the repaving the City of Claremont requires, for
15 a total of approximately \$25,500.00.

16 22. That work, and its cost, would be required of any person who applies for water
17 service at 1091 Northwestern Drive — Mr. Gray, a subsequent owner, a tenant, or any other
18 applicant. The cost is a function of the condition of the facilities in the ground, not of the identity of
19 the applicant and not of any amount Mr. Gray owes. Since September 2023, Golden State has not
20 charged and does not seek a reconnection charge under Rule No. 11.C.

21 23. None of the approximately \$25,500.00 is for unpaid bills or for costs Golden State
22 has already incurred. Golden State does not seek through this proceeding reimbursement for the
23 water taken while the meter was tampered with, for the removal of the meter and meter box, or for
24 the April 29, 2025, excavation and shutoff at the main.

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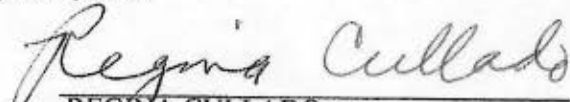
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3 24. Since September 15, 2025, Golden State has not received \$257.00, \$225.00, or any
4 other sum from Mr. Gray as a deposit or as security for future service.

5 I declare under penalty of perjury under the laws of the United States of America that the
6 foregoing is true and correct. Executed on August 11, 2026.

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8 REGINA CULLADO
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DECLARATION OF REGINA CULLADO

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Kenneth Gray v. Golden State Water Company (U 133 W)

EXHIBIT 8

Correspondence with the Commission's
Consumer Affairs Branch
Informal Complaint No. 668088

PUBLIC UTILITIES COMMISSION

320 W. 4th STREET, SUITE 520
LOS ANGELES, CA 90013

03/18/25



March 14, 2025

Kenneth Gray
1091 Northwestern Dr
Claremont CA 91711

Subject: Commission File No: 668088 for Complaint with Golden State Water Company

Dear Kenneth Gray:

The Consumer Affairs Branch (CAB) of the California Public Utilities Commission has completed its review of your complaint against **Golden State Water Company (GSWC)**. As part of the review, CAB considered the information that you provided, the information that **GSWC** provided to us about your account and applicable codes, orders and tariffs.

In your complaint to CAB, you stated that you had entered a payment arrangement with Golden State Water on October 11, 2024, for \$128 per month, with a confirmation letter indicating that the account would remain extended if payments were made. Despite making payments as agreed, you received a shut-off notice on January 16, 2025, for a past-due balance of \$1,453.73. Upon inquiry, customer service informed you that two past-due bills from July and September 2024 were not included in the arrangement and required full payment. You left a voicemail for Shelly Gallo on January 23 but did not receive a response. On January 29, 2025, a technician was dispatched to disconnect your service. When you called Golden State Water, you were informed that Regina Culled, the customer service manager, required the request to be submitted in writing.

GSWC investigated and reported to CAB that your water service was disconnected due to \$475.92 in unpaid delinquent charges. A 12-month payment plan for \$1,536.93 was established on October 14, 2024, requiring both scheduled payments and full payment of current bills by their due dates. Phone records confirm that you acknowledged this requirement on October 11, 2024. To restore service, you must either pay the full delinquent balance of \$1,886.89 or arrange a new payment plan by contacting **GSWC** within ten days.

Based on the review of this information, CAB has determined that **GSWC** is not in violation of the rules or regulations of the CPUC. If you have any questions regarding this matter, please contact **GSWC** directly. We appreciate the opportunity to assist you.

Sincerely,

Written Operations Unit
Consumer Affairs Branch
1-800-649-7570
www.cpuc.ca.gov

4. In the alternative, directing GSWC to permit Complainant to retain a licensed contractor qualified in GSWC's judgment under Rule No. 16.B.1.b, with Complainant responsible only for GSWC's inspection and supervision costs, and directing GSWC to furnish its plans and specifications;
5. Determining whether the charges billed on May 22, 2025 were authorized by the tariff, and if not, ordering them removed from Complainant's account;
6. Determining that Rule No. 11.B.5 does not authorize an advance against prospective construction cost;
7. Directing GSWC to obtain and produce current, itemized, competitively obtained proposals for any work it contends is chargeable to Complainant, and to substantiate the City of Claremont restoration requirement it asserts;
8. Determining whether GSWC complied with the Water Shutoff Protection Act, and whether Rule No. 11.B.1.d is consistent with Health & Safety Code sections 116908(b) and 116924;
9. Directing GSWC to establish water service at the Property within a time certain following Complainant's satisfaction of whatever tariff-authorized charge the Commission determines to apply; and
10. Granting such other and further relief as the Commission deems just and reasonable.

Respectfully submitted,



KENNETH ANTHONY GRAY

Complainant, in pro per
1091 Northwestern Drive

(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): 10/19/2026

Hearing (Example: 7/1/09): 10/29/2026

Explain here if you propose a schedule different from the above guidelines.

Complainant requests hearings in Los Angeles and asks the Commission to consider expedited treatment, the Property being an occupied residence without water service.

Wherefore, complainant(s) request(s) an order: State clearly the exact relief desired. (Attach additional pages if necessary)

Please see attachment SECTION (H) RELIEF REQUESTED

OPTIONAL (OPT OUT OF ELECTRONIC SERVICE): I/we would like to receive the answer and other filings of the defendant(s) and information and notices from the Commission by mail (paper only). My/our mailing address(es) is/are:

Dated Claremont, California, this 08 day of September, 2026
(City) (date) (month) (year)



Signature of each complainant

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

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.

Executed on 9/8/26, at Claremont, 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.

Executed on _____, at _____, California
(date) (City)

Signature of Officer

Title

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.

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

09/08/2026

Date

Kenneth Gray

Print your name