

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



October 13, 2026

FILED

10/13/26

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C2602011

TO PARTIES OF RECORD IN CASE 26-02-011:

This proceeding was filed on February 13, 2026, and is assigned to Administrative Law Judge Trevor Pratt. This is the decision of the Presiding Officer, ALJ Pratt.

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

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

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

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

/s/ MICHELLE COOKE

Michelle Cooke

Chief Administrative Law Judge

MLC: asf
Attachment

ALJ/POD-TPR/asf

Decision **PRESIDING OFFICER'S DECISION (Mailed 10/13 /2026)**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Isabella Barreiro,

Complainant,

v.

Southern California Edison Company
(U338E),

Defendant.

Case 26-02-011

**PRESIDING OFFICER'S DECISION GRANTING IN PART AND
DENYING IN PART THE COMPLAINT OF ISABELLA BARREIRO**

Summary

Complainant Isabella Barreiro's complaint alleging overbilling by Southern California Edison Company is granted in part and denied in part. The Commission finds that Isabella Barreiro did not benefit from the service at her current residence prior to August 18, 2022. We also find that Isabella Barreiro did not meet her burden to show, by a preponderance of evidence, that she did not benefit from service at her current residence from August 18, 2022, until the beginning of her formal tenancy on November 28, 2023. During the time period for which Isabella Barreiro is liable, the electric utility bills shall be split evenly amongst the three different units on the property. The amount of past due

balance for which the Complainant is responsible is reduced from \$19,414.80 to \$4,227.71. The reduced amount is to be repaid in monthly installments of \$91.91 over the next 46 months, beginning the month after this decision becomes effective. No interest and/or penalties shall be applied to the outstanding balance.

Case 26-02-011 is closed.

1. Background

On February 13, 2026, Isabella Barreiro (Complainant or Ms. Barreiro) filed Case (C.) 26-02-011 alleging that Southern California Edison Company (Defendant or SCE) wrongfully billed the Complainant for \$19,414.80 of charges incurred prior to her tenancy at 1100 South Buena Vista Ave, Corona, CA 92882 (Residence), which she states began November 28, 2023.

On March 5, 2026, the Commission issued an instruction to answer to the Defendant, directing it answer the allegations in the complaint within 30 days. The Defendant filed and served its answer on April 6, 2026. In its answer, the Defendant denied the allegations and noted that it had relied on aspects of its Tariff Rule 3(I) to determine that the Defendant benefitted from the prior service and should be joined with the unpaid charges incurred by three past customers.

A prehearing conference was held on April 7, 2026, to address the issues of law and fact, determine the need for hearing, set the schedule for resolving the matter, and address other matters as necessary.

1.1. Submission Date

This matter was submitted on July 29, 2026, upon the Defendant's response to the Administrative Law Judge's July 22, 2026, ruling directing filing of additional information.

2. Jurisdiction and Burden of Proof

The Commission has jurisdiction over the activities of public utilities.¹ SCE provides electrical utility service. The Defendant is a utility subject to the Commission's jurisdiction, control and regulation.

Isabella Barreiro is an individual utility customer. The Complainant alleges that she was overbilled by the Defendant for \$19,414.80 of charges incurred prior to her tenancy at 1100 South Buena Vista Ave, Corona, CA 92882 (Residence). The Complaint was filed pursuant to the Commission's Rules of Practice and Procedure (Rule) 4.1(a).

In the instant complaint, Ms. Barreiro bears the burden of proof to show the Defendant violated a rule, order, law, or tariff approved by the Commission.² Ms. Barreiro must meet the burden of proof by a preponderance of the evidence.

3. Issues Before the Commission

A "[c]omplaint may be made ... by written petition or complaint, setting forth any act or thing done or omitted to be done by any public utility ... in violation, or claimed to be in violation, of any provision of law or of any order or rule of the commission."³ Pursuant to the standards set forth in Public Utilities Code Section § 1702, a competent complaint must allege that a public utility has

¹ Pub. Util. Code § 216(a).

² *In Complaint of Service-All-Tech, Inc. v. PT&T Co.* (Cal. PUC, 1977) 83 CPUC 135, Decision (D.) No. 88223 (complaint relating to the disconnection of telephone service where the court found that complainant had the burden of proof and that complainant's "failure to present any evidence present[ed] a total lack of meeting that burden"); *see also Pacific Bell Telephone Company, d/b/a AT&T California vs. Fones4All Corporation* (Cal. PUC, 2008) D.08-04-043, 2008 Cal. PUC LEXIS 132.

³ California Public Utilities Code § 1702.

either engaged in an act or has failed to engage in an act in violation of a law or a Commission order or rule.⁴

After review of the issues laid out in the Scoping Memo⁵ and the filings by the parties, the issues in this proceeding are as follows:

1. What is the occupancy and billing history at 1100 South Buena Vista Ave., Corona, CA 92882?
 - a. What are the dates of the first past due charges at the Residence, in which customer's name, and what is the amount of the past due bill?
 - b. What are the dates of the subsequent charges at the Residence, in which customer's name(s) were the subsequent charges, and what is the amount of the past due bill(s)?
 - c. What is the relationship between the Complainant and the previous customers at the Residence?
2. What is Southern California Edison Company's tariff rule for joining a series of past customers?
3. Did Southern California Edison Company correctly apply its tariff rules in reaching its benefit of service determination?
4. Should Isabella Barreiro be responsible for any or all of the past due charges incurred from 2022 to November 27, 2023, at the Residence that Southern California Edison Company has applied to her bill?
5. Should the past due charges be removed from Isabella Barreiro's account and a credit granted for any previous payment(s) of the past due charges in question?

⁴ D.14-03-032.

⁵ Commissioner's Scoping Ruling for C.26-02-011, issued May 4, 2026, at 3.

4. Discussion

4.1. Residence Organization and Billing History

The Complainant currently lives at 1100 South Buena Vista Ave, Corona, CA 92882, which has a single electrical meter, but has three discrete residential units, which are all rented to different tenants: the main house occupied by the Complainant, a guest house, and a back studio.⁶ The shared utility bill is currently in the Complainant's name, however the costs are shared amongst the occupants of the three residential units in three equal shares.⁷ According to Ms. Barreiro, one of the residents of another unit, Karina Lilia Guzman, approached her upon moving in to the Residence on November 28, 2023, stating that Ms. Barreiro should change the electrical bill into her name. Ms. Barreiro states that she had no knowledge and was not informed of any previous overdue charges that the current electrical customer, Miguel Guzman, Karina Lilia Guzman's husband, had incurred.⁸

Ms. Barreiro previously provided copies of a medical bill and a copy of her driver's license with her complaint noting her previous address where she asserts she lived prior to November 28, 2023.⁹ During discovery, Ms. Barreiro provided a fully executed copy of her lease for the Residence identifying her tenancy as beginning on November 28, 2023.¹⁰

The past due balance was incurred over the course of 23 months by a series of three customers, beginning in January 2022 and continuing to accrue through

⁶ Exhibit SCE-08 at 1.

⁷ Exhibit SCE-08 at 2.

⁸ Reporter's Transcript of Evidentiary Hearing (EH) page 15: lines 3-4; page 19: lines 8-14.

⁹ Complaint at 2.

¹⁰ Exhibit SCE-08 at 3.

November 2023.¹¹ The specific billing amounts and totals are detailed in the table below.

Customer	Biling Period	Bill Amount	Payments Made	Total Balance
Karina Lilia Guzman	1/12/22-02/09/22	\$ 550.73		\$ 550.73
Karina Lilia Guzman	2/10/22-3/13/22	\$ 634.12		\$ 1,184.85
Karina Lilia Guzman	3/14/22-04/11/22	\$ 526.28		\$ 1,711.13
Karina Lilia Guzman	04/12/22-05/11/22	\$ 515.40		\$ 2,226.53
Karina Lilia Guzman	05/12/22-06/12/22	\$ 829.20		\$ 3,055.73
Karina Lilia Guzman	06/13/22-07/12/22	\$ 1,252.13		\$ 4,307.86
Karina Lilia Guzman	07/13/22-08/10/22	\$ 1,491.29		\$ 5,799.15
Karina Lilia Guzman	08/11/22-09/11/22	\$ 1,884.59		\$ 7,683.74
Karina Lilia Guzman	09/12/22-10/11/22	\$ 1,237.24		\$ 8,920.98
Karina Lilia Guzman	10/12/22-11/09-22	\$ 1,062.09		\$ 9,983.07
Karina Lilia Guzman	11/10/22-12/12/22	\$ 1,441.00		\$ 11,424.07
Karina Lilia Guzman	12/13/22-01/08/23	\$ 1,520.03	1/7/23: \$206.10 plus \$12.40 write-off	\$ 12,725.60
Maria Lopez	01/09/23-02/09/23	\$ 1,484.17		\$ 14,209.77
Maria Lopez	02/10/23-03/12/23	\$ 898.55		\$ 15,108.32
Maria Lopez	03/13/23-04/10/23	\$ 611.55		\$ 15,719.87
Maria Lopez	04/11/23-05/09/23	\$ 470.75		\$ 16,190.62
Maria Lopez	05/10/23-5/10/23	\$ 11.92		\$ 16,202.54
Miguel Guzman	5/11/23-06/08/23	\$ 572.15		\$ 16,774.69
Miguel Guzman	06/09/23-07/11/23	\$ 928.31	7/1/23: 572.15	\$ 17,130.85
Miguel Guzman	07/12/23-08/09/23	\$ 1,043.45		\$ 18,174.30
Miguel Guzman	08/10/23-09/10/23	\$ 1,018.61	8/10/23: \$928.32	\$ 18,264.59
Miguel Guzman	09/11/23-10/09/23	\$ 431.24		\$ 18,695.83
Miguel Guzman	10/10/23-11/07/23	\$ 417.77		\$ 19,113.60
Miguel Guzman	11/08/23-11/27/23	\$ 301.16		\$ 19,414.76

¹¹ SCE Response to ALJ Ruling Directing Filing of Additional Information and Admitting Evidence, filed July 29, 2026.

4.2. Southern California Edison's Tariff Rule on Benefit of Service

Benefit of Service determinations are governed by the Defendant's Tariff Rule 3(i).¹² In this case, the Defendant identified that Tariff Rule 3(d) and 3(i) both indicate that the Complainant should be made responsible for the past due charges.

Tariff Rule 3(d) states:

"Individual Liability for Joint Service. Where two or more persons join in one application or contract for electric service they shall be jointly and severally liable thereunder and shall be billed by a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not SCE obtained a joint application, where two or more persons occupy the same premises, they shall be jointly and severally liable for bills for electric energy supplied."

Tariff Rule 3(i) directs the Defendant to initiate electrical service for new customers while conducting a benefit of service investigation to determine if the new customer benefitted from the previous service. Criteria for identifying a prior link and therefore a de facto determination that the new customer benefitted from the prior service explicitly discussed in the rule include:

- a. Common Address - Information returned from an Experian identity validation tool indicates a common address is shared between the new Customer and the previous Customer.
- b. Common Telephone number - Matching telephone numbers between the new Customer and the previous Customer.

¹² Defendant's Answer at 4.

- c. Landlord or homeowner confirms that occupant is not new or has been residing at the address.
- d. The account is transferred to the name of a spouse or roommate.
- e. The account is transferred to the new Customer who has the same email address as the previous Customer.
- f. There is common banking information between the new Customer and the previous Customer.”

When the Defendant identifies a link between a new customer and prior customer at the same address for the purpose of determining benefit of service, it notifies the new customer and provides a 30-day opportunity for the new customer to rebut the determination. As noted in the Defendants rule “[p]roof can include but is not limited to a driver license or Department of Motor Vehicles printout, proof of homeownership, proof of previous residency at another location such as a previous lease, utility bill, insurance bill or other documentation that clearly establishes that the Customer did not reside at the address in question during the timeframe presumed by SCE.”

4.3. Complainant’s Occupancy of the Residence and Relationship to Past Customers

Ms. Barreiro testified that prior to beginning her official tenancy she lived with her mother, without a formal lease agreement nor with her name on any typical household bills.¹³ In the Complaint, and again in her response to discovery, Ms. Barreiro provided copies of her lease agreement, a copy of her driver’s license, a copy of a medical bill, and a medical insurance document to demonstrate that she did not reside at the Residence in the past.¹⁴ While the documents are dated within the time period in question, they do not preclude

¹³ Reporter’s Transcript of Evidentiary Hearing page 23: line 1-3; page 49: lines 14-24.

¹⁴ Complaint at 8; Exhibit SCE-08 at 3 through 8.

the informal tenancy alleged by the Defendant. The lease for her unit at the Residence was executed on November 12, 2023, noting the beginning of her tenancy on November 28, 2023.¹⁵ While the lease agreement provided by the Complainant is compelling to evidence the beginning of Ms. Barreiro's official tenancy, it does not preclude the informal tenancy alleged by the Defendant.

During the evidentiary hearing and her testimony, Ms. Barreiro noted that two of the three past customers, Karina Lilia Guzman and Miguel Guzman, who were the customers of record when most of the charges in question were incurred, currently reside in one of the other units at the Residence.¹⁶ Ms. Barreiro states that she met Karina Lilia Guzman upon moving into the Residence on November 28, 2023, however the record also shows that at the time Ms. Barreiro was in a relationship with Karina Lilia Guzman's brother. The relationship began several months prior to Ms. Barreiro officially moving into the Residence.

To support its claim that Ms. Barreiro benefitted from the service at the Residence prior to becoming the customer for the Residence, the Defendant claimed several links, for which it presented evidence at the evidentiary hearing:

- identifying a common address in Experian's identity validation tool,
- connection to a common telephone number in an Accurant database,
- common banking information used by both the Complainant and a past customer, and

¹⁵ Exhibit SCE-08 at 3.

¹⁶ Exhibit SCE-02.

- both the Complainant and a past customer using the same business address as noted by the Defendant's customer records.

Results from the Defendant's search of the Experian People Finder database service, showed that Ms. Barreiro became associated with a the Residence on August 18, 2022 through June 20, 2024, however the exhibit provided by the Defendant does not explain what specific sources that association relies upon.¹⁷ Results of the Defendant's search of the Accurant database service show that from August 2022 through May 2026, Ms. Barreiro's had a wireless phone number registered to the Residence, from which the Defendant inferred that Ms. Barreiro resided at the Residence.¹⁸ Ms. Barreiro noted during the hearing that her boyfriend at that time added her to his phone number billing, even though they had not yet moved in together.¹⁹ Lacking sufficient contrary evidence presented by the Complainant, we find the Defendant's evidence sufficient to indicate that there was an association between Ms. Barreiro and the Residence commencing August 18, 2022, even if Ms. Barreiro did not formally live at the Residence until November 28, 2023.

The Defendant also noted that a bank account previously associated with the customer account of Ms. Guzman was also being used during the Complainant's tenure as the customer for the Residence.²⁰ The Defendant argues that the use of the bank account indicates a link between Ms. Barreiro and Ms. Guzman, and therefore that Ms. Barreiro benefitted from the service at the

¹⁷ Exhibit SCE-01.

¹⁸ Exhibits SCE-03 and SCE-04.

¹⁹ Reporter's Transcript of Evidentiary Hearing page 63: line 25 through page 64: line 19.

²⁰ Exhibit SCE-05.

Residence since that bank account was first used. Ms. Barreiro explained under examination that she does not have a bank account and pays her share of the electrical bill to Ms. Guzman, who then pays the utility bill. While this evidence indicates, by proxy, that a past customer is still associated with the Residence, we do not find it convincing to demonstrate Ms. Barreiro's association with the Residence prior to her signed lease date.

As further evidence of a prior association between Ms. Barreiro and Ms. Guzman, the Defendant showed that both had been associated with electrical service at the same commercial address, with Ms. Guzman terminating her business's electrical service the day before Ms. Barreiro began service.²¹ Similarly, Ms. Barreiro noted that she leased her business space in February 2022, finding the space from a referral by her boyfriend, Karina Lilia Guzman's brother, without knowledge of the previous tenant. While provocative of at least an indirect link between Ms. Guzman and Ms. Barreiro, serial use of a leased commercial space does not show a direct association between the two individuals, particularly if the space is not owned by either party.

4.4. Application of SCE's Tariff Rule

As noted, *supra*, the Defendant used its typical methods of identifying relationships between current and past customers. Specifically, SCE evaluated its internal customer records, the Experian tool, and Accurant database to determine if a prior association existed between the Complainant and previous customers. These actions appear consistent with a typical benefit of service investigation, identifying associations specifically identified in SCE's Tariff Rule 3(d) and 3(i), however we find that SCE incorrectly attributed all prior past due balances to the

²¹ Exhibits SCE-05, SCE-06, and SCE-07.

Complainant, rather than only the past due balance for the dates for which the Complainant may have benefitted, as indicated by the benefit of service investigation.

4.5. Responsibility for Past Charges

While SCE followed Tariff Rules 3(d) and 3(i), it has made some faulty assumptions in transferring some of the past due amounts to the Complainant. Specifically, while Ms. Barreiro may have been associated with some of the customers and possibly began residing at the Residence as early as August 2022, the past due charges extend to before the Complainant's earliest confirmable/documented association with the Residence, as evidenced by the Defendant. The Defendant did not show a preponderance of evidence that Ms. Barreiro benefitted from the service prior to August 2022.

It is still unclear whether Ms. Barreiro benefitted from the service from August 18, 2022, until her beginning her formal tenancy at the Residence on November 28, 2023. In this case, the Complainant did not meet her burden, the preponderance of evidence standard,²² to demonstrate she did not occupy, even informally, the Residence from August 18, 2022, until beginning her formal tenancy on November 28, 2023.

Based upon the benefit of service information and the preponderance of evidence provided by the parties:

1. SCE incorrectly attributed past due charges prior to August 18, 2022, from which Ms. Barreiro did not benefit, to Ms. Barreiro.
2. SCE demonstrated above the 50% threshold of evidence that Ms. Barreiro may have benefited from service

²² The preponderance of evidence requires a showing of greater than 50% of the weighted evidence.

beginning August 18, 2022, and should therefore be responsible for her share of past due charges incurred beginning August 18, 2022, and thereafter.

As noted by the Complainant, her personal responsibility for bills only represents one third of the units at the Residence and one third of each bill.²³

The Defendant stated at the evidentiary hearing that its practice is to pursue past-due balances only through benefit of service before considering the debt a loss to be recouped from all customers through rates.²⁴ The Defendant does not normally seek to recoup past-due balances from former customers, even when it is capable of identifying the current address of that former customer.²⁵ Here, we find this approach inequitable.

Importantly, the Defendant's practice is not a requirement, nor the only way the Defendant can seek payment of past due balances. In this case, because the Defendant is able to locate at least some of the past customers who directly benefitted from the service in question, it is logical for the Defendant to pursue those customers rather than exclusively focus its collection actions on the most recent customer at the Residence.

Therefore, we find that Complainant should only be personally responsible for her third of the past due charges for the dates where she may have benefitted from service, that is the past due balance beginning August 18, 2022, less the Complainant's pro rata share of recent payments made toward the

²³ Reporter's Transcript of Evidentiary Hearing page 13: lines 18-21; page 19: lines 3-5.

²⁴ Reporter's Transcript of Evidentiary Hearing at 57: line 15 through page 61: line 3.

²⁵ Reporter's Transcript of Evidentiary Hearing page 33: lines 12-17; page 57: lines 5-11.

past due balance, a total of \$4,227.86.²⁶ We find that no interest and/or penalties should be applied to the outstanding balance. This decision does not preclude the Defendant from pursuing the remaining past due balance from those former customers who did benefit from the service, rather than claiming the entire remaining balance uncollectable and socializing the balance to its customer base.

4.6. Reasonableness of Payment Plan

Requiring immediate payment of the outstanding balance of \$4,227.86 from the Complainant would present a significant burden upon most residents of the state. The minimum wage in California is \$16.90 per hour, before taxes are withheld.²⁷ After taxes the minimum wage in California typically totals \$13.24 per hour for employees and \$11.94 per hour for independent contractors and self-employed individuals. The Complainant is self-employed and may make considerably more or considerably less than the minimum wage at any given time. Here, we use the self-employed after-tax rate to gauge the reasonableness of monthly payments. An hourly net pay rate of \$11.94 per hour would result in approximately \$1,991.38 net earnings per month. Expecting immediate payment of the balance, that represents over two full months of take-home wages, is not reasonable or equitable.

The outstanding balance for which the Complainant may have benefited began accruing approximately four years ago. Stretching monthly payments over 46 months would result in a monthly payment of \$91.91, representing

²⁶ It is uncontested that payments totaling \$506.52 have been made since November 28, 2023. The Complainant's pro rata share of the payments made is \$168.84. *SCE Response to ALJ Ruling Directing Filing of Additional Information and Admitting Evidence*, filed July 29, 2026, at 3.

²⁷ California Department of Industrial Relations website:
https://www.dir.ca.gov/dlse/minimum_wage.htm accessed July 30, 2026.

approximately 4.6% of a monthly take-home wage, which should minimize the hardship of paying down the outstanding balance.

5. Category of Proceeding

This matter has been categorized as adjudicatory.

6. Appeal of Presiding Officer's Decision

The presiding officer's decision in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code. Pursuant to Rule 14.4 of the Commission's Rules of Practice and Procedure, any party may file an appeal of the presiding officer's decision within 30 days of the date the decision is served. In addition, any Commissioner may request review of the presiding officer's decision by filing a request for review within 30 days of the date the decision is served.

7. Assignment of Proceeding

Matthew Baker is the assigned Commissioner and Trevor Pratt is the assigned Administrative Law Judge and Presiding Officer in this proceeding.

Findings of Fact

1. The Complainant resides at one of the three units of the Residence.
2. The past due balance for electrical service associated with the Residence is \$19,414.80.
3. Electric bills at the Residence are split into three equal shares amongst the three units at the Residence.
4. Two of the past three customers who incurred the past due balance currently live in one of the other units of the Residence.
5. Ms. Barreiro currently lives in one of the three units of the Residence, and prior to beginning her formal tenancy at the Residence, was in a relationship with the brother of Karina Lilia Guzman, one of the other tenants at the Residence.

6. Ms. Barreiro was added to her, at the time, boyfriend's telephone service account at the address of the Residence on August 18, 2022.

7. The Defendant's Tariff Rules 3(d) and 3(i) normally apply indetermining benefit of service and financial liability for electric service.

8. The Defendant followed its normal procedures when conducting its benefit of service determination under its Tariff Rules.

9. The conclusion of the Defendant's benefit of service investigation may not reflect reality due to complex interrelationships and cooperation amongst the residents of the Residence.

10. Isabella Barreiro did not benefit from the service at the Residence prior to August 18, 2022.

11. Ms. Barreiro, at most, benefitted from one third of the service at the Residence beginning August 18, 2022, approximately 48 months ago.

12. The past due balance incurred prior to August 18, 2022, is \$5,799.15.

13. The past due balance incurred on and after August 18, 2022, is \$13,190.10.

14. The Complainant, in combination with the other two units of Residence, have made payments totaling \$506.52 toward the past due balance, resulting in \$12,683.58 remaining of the balance incurred on or after August 18, 2022.

15. The Complainant's proportionate share of the remaining past due balance, after considering her proportionate share of payments made toward the balance, incurred on and after August 18, 2022, is \$4,227.86.

16. The remaining past due balance not related to the Complainant, both as a proportionate share and balances incurred prior to the Complainant's association with the Residence is \$14,680.42.

17. Billing from existing customers is not the only method available to the Defendant to seek redress of past due balances from former customers.

18. It is unreasonable to require payment of any outstanding balance in a single payment or a short period of time.

19. It is reasonable to require payment of the past due balance over 46 months.

Conclusions of Law

1. A utility tariff filed with the Commission carries the force and effectiveness of a statute.

2. The Commission standard for review is the preponderance of the evidence standard.

3. Isabella Barreiro showed that she did not benefit from the service at the Residence prior to August 18, 2022.

4. Isabella Barreiro did not meet her burden to show, with a preponderance of evidence in the record of this proceeding, that she did not benefit from the service at the Residence from August 18, 2022, to November 28, 2023.

5. The Defendant improperly applied its tariff rules, in this case, to charge the Complainant for past customer balances for a time period where the Complainant did not benefit.

6. The Complainant should only be responsible for her proportionate share, one third, of the outstanding past due balance incurred when she may have benefitted from the service, totaling \$4,227.86.

7. The Complainant should not be charged any interest and/or penalties on the outstanding balance.

8. The Complainant should be given 46 months to pay monthly installments on the past due balance.

9. Case 26-02-011 should be closed.

O R D E R

IT IS ORDERED that:

1. The Complaint of Isabella Barreiro is granted in part and denied in part.
2. The Complainant shall be responsible for paying \$4,227.86 of the outstanding past due balance to the Defendant in monthly installments of \$91.91 over the next 46 months, beginning the month after this decision becomes effective. No interest and/or penalties are to be applied to the outstanding balance. The Complainant shall not be responsible for paying the remainder of the outstanding past due balance.
3. All pending motions which have not been expressly resolved by the assigned Administrative Law Judge are denied.
4. Case 26-02-011 is closed.

This order is effective today.

Dated _____, at San Francisco, California