



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

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Hathaway LLC

Complainant,

C. 26-08-013

vs.

Southern California Edison Company (U338-E)

Defendant.

SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E)
ANSWER TO COMPLAINT

ANNA VALDBERG
R. OLIVIA SAMAD

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-3477
E-mail: Olivia.Samad@sce.com

Dated: October 12, 2026

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**SOUTHERN CALIFORNIA EDISON COMPANY’S (U 338-E)
ANSWER TO COMPLAINT**

Pursuant to California Public Utilities Code (PUC) § 1702 and Rule 4.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (CPUC or Commission), Southern California Edison (SCE) respectfully submits this Answer to the Complaint of Hathaway LLC (Complainant or Hathaway), filed on August 06, 2026. By this Answer, SCE responds to each of Complainant’s material allegations and demonstrates why the Complaint does not allege facts showing that SCE acted, or failed to act, in violation of any law or Commission order or rule, which is the pleading standard set by PUC Section 1702, and therefore should be dismissed.

Complainant, Hathaway LLC is an independent oil company headquartered in Bakersfield, CA. The company operates eight oil and gas fields, all located within Kern and Sutter Counties. In 2006, Hathaway acquired the Jasmin property where it operates approximately 31 infill oil wells. Hathaway LLC has been SCE’s customer since 2006, with

multiple customer accounts servicing plants in Ducor, Delano, and Richgrove. Hathaway is on TOU-PA-2-D rate schedule for Agricultural & Pumping Service Customers. SCE serves Jasmin property via SCE's Primary Line named the Jasmine 12kV.

I.

BACKGROUND

California utilities maintain their electrical system under a framework of state and federal laws, CPUC rules and General Orders (GOs) that mandate inspection, maintenance, repair, and replacement standards to ensure a safe and reliable electric grid. Utilities work with customers who have their own equipment and facilities to make sure the interconnection project meets grid rules, safety standards, and technical requirements. However, it is the customer that is responsible for its own equipment beyond the SCE meter.

In this case, Hathaway is responsible for its own equipment, maintenance, and operations, to the east SCE's primary metering pole M- 4836821E, or to the left as shown in SCE Exhibit 1. Hathaway's equipment starts with the next pole to the left SCE's primary metering pole starting before Hathaway's yellow gate.¹ SCE's remote automatic recloser (RAR), a key piece of safety equipment described in more detail below, is not pictured, but is over a mile to the west (right) of the SCE's primary metering pole M- 4836821E. The customer-side lightning arrester is to the left of SCE's metering pole, and to the left of the Hathaway's yellow gate and labeled. It is the cause of the incident leading to this complaint. The customer lightning arrester and RAR are part of the customer's protective equipment required per SCE's Electric Service Requirements. SCE Exhibit 1, shows the location of SCE equipment versus Hathaway owned equipment. Everything beyond SCE Pole switch 3694 is Hathaway equipment.²

¹ See SCE Exhibit 1, Photos, showing location of Hathaway equipment beyond SCE pole switch 3694.

² *Id.*

On June 13, 2025, at approximately 12:48 p.m., SCE's remote automatic recloser (RAR) 0026 on SCE's Jasmine 12 kV circuit, which is served by the Quinn Substation, relayed and successfully reclosed. An RAR is a pole-mounted vacuum breaker that monitors electrical current and opens upon detecting a downstream fault or overcurrent condition. Following a programmed interval, the RAR tests the circuit and attempts to reclose. A successful reclose indicates that the fault or overcurrent condition has cleared and that normal current and power flow have resumed. If the condition persists, the RAR locks out and maintains the affected portion of the line in a de-energized state pending inspection or repair. An RAR is considered a smart device with logic to determine when it should open; it can only open when it sees current go up on the line. It will not open without a fault or something on the line causing a problem.

At the same time, the Quinn Substation transmitted a radio notification concerning the interruption. An SCE troubleman (TM) patrolling the service territory acknowledged the notification and responded in accordance with SCE's standard procedures. While en route to inspect SCE's line, he also received a 911 call from the Kern County Fire Department regarding a grass fire. As he approached the location, he observed smoke and two Kern County Fire Department vehicles with their sirens on proceeding toward the site. He followed them, but had to observe all traffic rules so he arrived few minutes later. Upon arrival, he observed a small grass fire behind the Hathaway's gate below a customer-owned transformer pole.

The Kern County Fire Department was unable to open Hathaway's gate and initially routed a water hose beneath it to put the fire down. The SCE TM assisted the firefighters to open the gate to put out a fire. Above the location of the grass fire, there was a pole on which SCE's TM subsequently observed that a customer-owned lightning arrester³ had failed and that its ground strap was hanging downward. Unlike a smart RAR, a lightening arrestor is not "smart"

³ Pole mounted lightning arrester is a critical component in electrical and structural protections systems designed to safeguard power lines, utility poles, and nearby equipment from the damaging effect of lightning strikes and voltage surges. A lightening arrester intercepts high voltage transients and safely diverts it to the ground, preventing equipment damage and service interruptions.

and will create a fault just like any other piece of equipment on the line once it fails. It can fail due to age, lightning strike, animal contact or any other local cause.

Based on the TM's observations and experience, the failed arrester appeared to have caused both the grass fire and the SCE circuit to relay. The SCE RAR opened when it detected the customer-side lightning arrester fail, which is precisely how a RAR is supposed to function. By the time the SCE relay reclosed, the customer's failed equipment blew and appears to have disconnected from our line, and since it was no longer connected to the system, SCE's RAR was able to reenergize (reclose) the line after a standard programmed delay. Nonetheless, the SCE TM inspected SCE's equipment because a relay event can damage SCE equipment like taps or conductors or leave a customer without all the required electrical phases. The TM's patrol confirmed that SCE's equipment was safe, operating properly, and supplying the required voltage to customers.

The SCE TM documented the patrol in the relevant logbook, including the failure of the customer-owned lightning arrester beyond pole switch 3694. He also made two telephone calls to Hathaway that day to report its damaged lightning arrester. The logbook entry states that, following the relay-and-reclose event, the patrol identified a blown customer-owned lightning arrester and recorded a field time of approximately 2:08 p.m.⁴⁵

The fault or condition that caused the SCE RAR to activate did not occur on the SCE side. First, the SCE relay reclosed within a minute of the customer problem being removed. Second, the TM patrolled the line and did not find any other issues on the SCE line. SCE confirmed that its own equipment was functioning normally, and indeed, resumed normal function on its own nearly instantaneously. This, along with the TM's inspections, meant that SCE did not have any additional necessary actions to take to make sure that SCE equipment was functioning properly.

⁴ See SCE Exhibit 2, SCE's patrol logbook entry.

⁵ See SCE Exhibit 1.

Hathaway LLC submitted a claim to SCE on or around September 2025, claiming total loss in the amount of \$38,734.71, including lost oil and water revenue and labor costs.

SCE denied Hathaway's claim as SCE's internal investigation indicated that any loss Hathaway incurred was caused by failure of its own equipment. They submitted the same claim 5 times.

SCE notes that although this incident happened on June 13, 2025, Hathaway had still not replaced its failed lightening arrestor as of September 2025.⁶ If an SCE lightning arrestor or an SCE RAR failed, in compliance with GO 95 and Rule 18, SCE's district line crew would replace failed equipment within hours to assure safe and reliable service. Hathaway took at least a month to replace its RAR based on the invoice it submitted⁷ and over a year (and possibly counting) to replace its lightning arrestor. SCE is not responsible for the conditions the customer itself creates. In this case, the incident occurred on the customer's property, on its equipment and so only the customer is responsible for that infrastructure, maintenance, and safety.

II.

SUMMARY OF ANSWER

In its complaint, Hathaway claims that on June 13, 2025, at approximately 2:30 PM, a "power surge originating on SCE's electric facilities caused significant damage to property essential to Hathaway's business operations."⁸ The Complaint requests as relief a Commission order requiring SCE to implement... actions to remedy the issue and significantly mitigate the chance of recurrence" including electrical infrastructure improvements, engineering studies, transparency, customer side coordination and future prevention.⁹ As explained below, SCE did not cause and is not responsible for the damages to Hathaway facilities. The Complaint lacks

⁶ Based on the SCE's TM observation.

⁷ Complainant does not provide a list of equipment in this complaint, but one of Hathaway invoices lists an RAR for approximately \$11,528.63.

⁸ See Complaint, "additional pages" at p.7 of the unnumbered PDF attachment.

⁹ See Complaint, p. 3; and its list 1(a) to 5(d) under "Exact relief desired:" on "additional pages" at pp. 7-8 and 16-17 of the unnumbered PDF attachment. SCE notes that nowhere in its complaint does Hathaway provide a list of alleged equipment or property that was damaged, and instead provides invoices with no explanation of how it believes those invoices relate to its claim.

merit because any alleged damage resulted from the failure of Hathaway's own equipment. As such, the relief sought in the Complaint should be denied in its entirety. Moreover, SCE already complies with all applicable rules and regulations. In addition, SCE affirmatively asserts that Complaint does not allege facts showing that SCE acted, or failed to act, in violation of any law or Commission order or rule, the threshold pleading standard set by PUC Section 1702. Rather than violating any legal requirement, SCE acted in accordance to CPUC regulations and CPUC-approved tariffs.

A. **General Order (GO) 95 Non-Compliance Allegation**

Complainant claims that SCE failed to design, construct and inspect, or/and maintain the facilities serving Hathaway's lease¹⁰ under GO 95, a regulatory framework issued by the California Public Utilities Commission (CPUC) that governs the design, construction, and maintenance of overhead electric and communication lines throughout the state of California. Contrary to Complainant's allegations SCE strives to operate its power grid to minimize, detect and isolate faults, which are instances of imperfect or abnormal electric current. Installing smart technology such as Remote Automatic Reclosures (RARs) helps SCE to improve its operations and service reliability. SCE installs RARs on its poles as a safety measure to reduce and mitigate power outages.

Here, on June 13, 2025 at 12:48, substation interruption record shows the Jasmine 12 kV line relayed when it detected a large amount of current downstream of its position. After 40 to 50 seconds RAR successfully reclosed, which means that the line was sensing normal currents and power flow was normal again. This also means that the problem it previously detected on the SCE line no longer existed, and the line was not deenergized. It also must be noted that while the power interruption lasted under a minute, the actual faulted condition for the RAR to open is typically less than a second. The 40 plus second interruption, is the timeframe for the RAR to

¹⁰ See Complaint at p. 8 of the unnumbered PDF attachment.

perform its reclosing testing and scheme to close back in and test the line to automatically reenergize our customers.

Contrary to Complainant claims, SCE identified this small power interruption immediately. The substation announced this interruption over the radio, SCE's TM acknowledged it and proceeded with his duties and inspection of SCE equipment, and even helped firefighters open the gate to put out the grass fire created by the customer's failed equipment. The SCE circuit cleared and reclosed, rather than remaining deenergized, which means that there were no faults on SCE's equipment. Thus, SCE complied with requirements and inspection of its overhead electric facilities to ensure safe and reliable operation.

Brief power interruptions and transient voltage surges can occur normally on an electrical grid. Potential causes include deteriorated wiring, grid conditions, lightning strikes, and open neutral connections. Customers are encouraged to install customer-owned protective and safety devices, such as lightning arresters and remote automatic reclosers (RARs), to protect their equipment. In this instance, the only equipment failure apparent to SCE was the failure of the customer-owned lightning arrester.

B. GO 95-Rule 31.2 Non-Compliance allegations

Complainant alleges that SCE did not comply with GO 95- Rule 31.1, that requires utilities that supply lines be designed, constructed, and maintained for their intended use with regard to safety and in accordance with accepted good practice. Further, Rule 31.2 requires SCE to inspect its lines and facilities frequently and thoroughly to keep them in good condition and to identify and correct hazards. As mentioned above, SCE does this, and in this case, did report brief service interruption on its Jasmine circuit, and immediately dispatched the TM to inspect SCE equipment.¹¹ SCE does not have Rule 31.1 obligations as to Complainant's equipment.

¹¹ See SCE Exhibit 3, Interruption Log.

GO 95¹² and GO 128¹³ impose construction, maintenance, and inspection duties on utility facilities. Those duties do not create a requirement for the utility to inspect a customer's equipment merely because it is interconnected with the utility's system. In addition, GO 165 expressly applies to electric distribution and transmission facilities subject to the utility's jurisdiction and establishes inspection requirements for those facilities. The inspection mandate is directed to utility-owned equipment and structures, not customer-owned equipment.¹⁴

Upon arrival, the SCE TM noticed a grass fire on the Hathaway property at the base of a pole above which the customer-owned lighting arrestor swung loose with its ground strap hanging down from the customer-owned pole.¹⁵ Based on the TM's experience and his observations, the customer-owned lightning arrestor on the customer transformer pole had failed and caused a grass fire.

A pole-mounted lightning arrestor is a critical component in electrical and structural protection systems, designed to safeguard power lines, utility poles, and nearby equipment from the damaging effects of lightning strikes and voltage surges. These arresters are mounted on poles to intercept high-voltage transients and safely divert them to the ground, preventing equipment damage and service interruptions.

The Complainant's failed lightning arrestor served a transformer that served its own protective device for its own equipment (customer RAR). SCE does not know, but speculates that once the customer's lightning arrestor failed, its own protective device RAR, likely could not operate, which may be why the customer experienced possible equipment damage. A failure at the arrestor could have damaged the transformer connection, blown a tap, interrupted low-voltage power to the control box, or caused the recloser to open or become inoperable. This could explain the customer's reported damages caused by three-day outage. SCE, however,

¹² See GO 95 Rule 31.1 and 18. A(1)(a) and 18.A(2)(a).

¹³ See GO 128, Rules 17.1–17.2.

¹⁴ See GO 165 Section III. A(3), III.A. (6).

¹⁵ See SCE Exhibit 1, at p. 2 (photo of the pole with lightening arrestor down).

cannot independently confirm this as SCE has no right or obligation to check Customer's equipment.

It is easy to distinguish SCE property from Customer-owned, everything beyond SCE Pole switch 3694 is Hathaway equipment.¹⁶ The meter location represented the point where SCE measured energy supplied to the customer; equipment beyond that point belonged to Hathaway.¹⁷

Finally, SCE inspects its own poles and equipment but does not inspect any customer's equipment, and therefore does not inspect Hathaway's equipment. There are no pending work notification for the relevant SCE poles serving Hathaway. The last Annual Grid Patrol, prior to the June 13, 2025 incident was completed on March 19, 2024. The last Overhead Detail Inspection (ODI) was completed on May 6, 2025. The ODI program is an independent quality control process and provides independent oversight of pole inspections to verify that in field work meets all regulatory and SCE quality requirements. ODI contractors examine SCE poles for structural deterioration, missing high-voltage signs, and other issues, document findings, and assign dates. SCE's records show that there is only one outstanding Priority 3 Notification¹⁸ (low priority) with a due date of May 6, 2030 from the last ODI.

C. **GO 95-Rule 18 Non Compliance allegations**

Rule 18 requires SCE to identify, prioritize, document, and timely correct nonconformances and safety hazards, and to maintain records of the same.¹⁹ SCE complied with this Rule 18 requirement by identifying the Jasmine circuit power interruption and by immediately dispatching TM to inspect SCE's equipment. The substation employee prepared the Interruption Log, documenting the power interruption and communication with SCE TM.

¹⁶ See SCE Exhibit 1.

¹⁷ *Id.*

¹⁸ As a result of a pole inspection, the appropriate required action is assigned according to priority (P) level 1-3, with 3 being the lowest priority.

¹⁹ See GO 95, Rule 18.A(1)(a)–(b), A(2)(a).

In addition, each SCE recloser has an operations logbook in which TM record relay events and field findings, the TM dispatched to inspect Jasmine circuit prepared the relevant logbook entry after completing his inspection of SCE equipment.²⁰ The entry stated that, after the relay-and-reclose event, a patrol found a blown customer-owned lightning arrestor beyond pole switch 3694; the recorded field time was approximately 2:08 p.m.

D. **Allegation that SCE has Refused to Provide the Information Necessary to Determine the Root Cause**

Complainant alleges that SCE has not provided information to determine the root cause. In fact, Hathaway is the only party that can investigate the root cause of this failure. It was its own failure, on its own property, on its own pole, and its own lightning arrestor. The only information SCE has is that upstream SCE equipment recorded the incident because of the configuration of the lines and safety devices like RAR. However, the fault was not on the SCE side, which successfully remotely automatically reclosed the line because SCE lines were safe to operate. Photographic evidence taken after the grass fire, RAR records, and log records support SCE's conclusion.²¹ Nothing exists to support that this was NOT a customer created equipment failure.

III.

ANSWER TO COMPLAINT

SCE incorporates by reference the affirmative statements made in SCE's Background and Summary of Answer sections above. SCE has not completed its investigation of the facts relating to this case, has not completed discovery of this action, and has not completed preparation for hearings. The following responses are given without prejudice to subsequently discovered facts or evidence, or the presentation of facts or theories resulting from subsequently discovered

²⁰ SCE Exhibit 2, patrol logbook entry.

²¹ See SCE Exhibit 1.

evidence, re-evaluation of the existing evidence, or evaluation of existing evidence in light of newly discovered evidence. SCE reserves the right to amend its answer.

SCE denies generally and specifically the allegations contained in the Complaint, and further specifically denies any act or omission on the part of SCE that failed to meet any requirements or obligations under Commission regulations, statutory requirements, or its tariffs. SCE denies that Complainant has any legal recourse to the relief requested. All allegations in the Complaint requiring an answer and not addressed below are denied.

For the Commission's ease of reference and to facilitate its understanding of SCE's Answer, SCE numbered each material allegation contained in Hathaway Complaint, in order presented. SCE responds to the specific allegations of the Complaint as follows:

A. **Allegations included in Form Complaint as an Attachment**²²

Complainant Allegation 1

Complainant alleges that at approximately 2:30 PM on June 13, 2025, a power surge originating on Southern California Edison's ("SCE") electric facilities caused significant damage to property essential to Hathaway's business operations.

SCE's Response to Complainant's Allegation 1

SCE denies this allegation as to the origin of the power surge. The surge was caused by Complainant's own equipment that also caused grass fire on Complainant's property.

Complainant Allegation 2

Complainant alleges that as a result, multiple wells on Hathaway's most profitable lease were taken out of service until the facilities were fully repaired at approximately 3:45 PM on June 16, 2025.

²² See Complaint, "additional pages" at p.7 of the unnumbered PDF attachment. SCE takes as an allegation each sentence from the preamble before the subheading "Exact relief desired."

SCE's Response to Complainant's Allegation 2

SCE denies this allegation that this was a result of anything originating on SCE's equipment.

Complainant Allegation 3

Complainant alleges that the incident caused personal property damage, lost production revenue, and the expenditure of company labor.

SCE's Response to Complainant's Allegation 3

SCE lacks sufficient knowledge or information to admit or deny this allegation.

Complainant Allegation 4

Complainant alleges that General Order 95 requires SCE to design, construct, inspect, and maintain its overhead electric facilities to ensure safe and reliable operation.

SCE's Response to Complainant's Allegation 4

SCE admits this allegation with regards to its own equipment. SCE denies this allegation with regards to Complainant's equipment. SCE admits that GO 95 and GO 128 impose construction, maintenance, and inspection duties on utility facilities. Those duties do not create a requirement for the utility to inspect a customer's equipment merely because it is interconnected with the utility's system. In addition, GO 165 expressly applies to electric distribution and transmission facilities subject to the utility's jurisdiction and establishes inspection requirements for those facilities. The inspection mandate is directed to utility-owned equipment and structures, not customer-owned equipment.

Complainant Allegation 5

Complainant alleges that Rule 31.1 requires that supply lines be designed, constructed, and maintained for their intended use with regard to safety and in accordance with accepted good practice

SCE's Response to Complainant's Allegation 5

SCE admits this allegation with regards to its own equipment. SCE denies this allegation with regards to Complainant's equipment. SCE admits that GO 95 and GO 128 impose

construction, maintenance, and inspection duties on utility facilities. Those duties do not create a requirement for the utility to inspect a customer's equipment merely because it is interconnected with the utility's system. In addition, GO 165 expressly applies to electric distribution and transmission facilities subject to the utility's jurisdiction and establishes inspection requirements for those facilities. The inspection mandate is directed to utility-owned equipment and structures, not customer-owned equipment.

Complainant Allegation 6

Complainant alleges that Rule 31.2 requires SCE to inspect its lines and facilities frequently and thoroughly to keep them in good condition and to identify and correct hazards.

SCE's Response to Complainant's Allegation 6

SCE admits this allegation with regards to its own equipment. SCE denies this allegation with regards to Complainant's equipment. SCE admits that GO 95 and GO 128 impose construction, maintenance, and inspection duties on utility facilities. Those duties do not create a requirement for the utility to inspect a customer's equipment merely because it is interconnected with the utility's system. In addition, GO 165 expressly applies to electric distribution and transmission facilities subject to the utility's jurisdiction and establishes inspection requirements for those facilities. The inspection mandate is directed to utility-owned equipment and structures, not customer-owned equipment.

Complainant Allegation 7

Complainant alleges that Rule 18 requires SCE to identify, prioritize, document, and timely correct nonconformances and safety hazards, and to maintain records of the same.

SCE's Response to Complainant's Allegation 7

SCE admits to this allegation. SCE complies with Rule 18 requirements and complied in this case. On June 13, 2025, SCE identified small power interruption on the Jasmine 12 circuit that relayed and reclosed at 12:49 p.m. SCE dispatched its TM to inspect the lines. Substation manager prepared the Interruption log and TM completed inspection of SCE's equipment and prepared the note describing the incident.

Complainant Allegation 8

Complainant alleges that a power surge of the magnitude that damaged Hathaway's equipment and interrupted production for nearly three days is indicative of SCE's failure to design, construct, inspect, and/or maintain the facilities serving Hathaway's lease in conformance with these obligations.

SCE's Response to Complainant's Allegation 8

SCE denies this allegation.

Complainant Allegation 9

Complainant alleges that had SCE met its GO 95 duties, the condition that produced the surge should have been identified and corrected before it caused harm.

SCE's Response to Complainant's Allegation 9

SCE denies this allegation. First, the equipment failure was on the customer's lines behind a fence, on a customer pole. Second, SCE's lines returned to normal automatically, which means that there was no fault on SCE's side.

Complainant Allegation 10

Complainant alleges that SCE has refused to provide the information necessary to determine the root cause.

SCE's Response to Complainant's Allegation 10

SCE denies this allegation. First, because this was caused by Complainant's own equipment, it had all the information necessary to understand the root cause on its own equipment failure. Second, SCE's TM called Hathaway twice to tell them of their failed lightning arrestor the day of the incident. Finally, each time after Hathaway submitted the same claim, SCE explained the reason for its denial. For example, in a letter dated January 18, 2026,²³ SCE wrote: "Our district personnel patrolled the area to determine what caused the circuit interruption and found it was customer owned equipment, and found it was a failed lightning

²³ See SCE Exhibit 4, SCE January 18, 2026 Denial letter.

arrestor. We have no additional basis to change our position as originally stated in our letter dated November 20, 2025. Under these circumstances we can find no reason to assume liability for your loss and must respectfully stand by our denial of your claim.” In denying its claim, SCE made clear that it was caused by customer equipment.

SCE has told Hathaway since the date of the incident that the cause of the issue was its own lightning arrestor. And Hathaway is in the best position to understand the root causes of its own equipment failures.

Complainant Allegation 11

Complainant alleges that Hathaway has repeatedly attempted to resolve this matter with SCE directly by submitting claims for property damage and lost revenue.

SCE’s Response to Complainant’s Allegation 11

SCE admits that it received Hathaway’s claim, which they submitted five times. Hathaway’s claim has been denied due to the fact that Complainant’s claimed damages were caused but Complainant’s own equipment and not SCE equipment. SCE also notes that Complainant does not claim, list, or name the equipment that was damaged due to the alleged power surge. As of September 2026, the failed lightening arrestor on Complainant’s pole that likely damaged Complainant’s equipment on June 13, 2025 had still not been replaced by Complainant according to the observation of SCE field employees.

Complainant Allegation 12

Complainant alleges that SCE rejected those claims and offered little rationale, and what limited explanation it provided was insufficient. Hathaway's requests for clarifying information - including the maintenance, inspection, and operating records that would show whether SCE's facilities conformed to GO 95 - have gone unanswered, and SCE has declined to provide any further supporting data.

SCE’s Response to Complainant’s Allegation 12

SCE admits it rejected Complainant’s claim. SCE provided the explanation it had, which may be limited due to the fact that Complainant’s alleged damages were caused by

Complainant's own equipment. The fact that SCE's lines reset on their own after the customer's lightning arrestor failed means that there was no fault on SCE's side. SCE's records are irrelevant to this claim.

Complainant Allegation 13

Complainant alleges that SCE's refusal is itself inconsistent with the recordkeeping and transparency expected under GO 95 and has prevented Hathaway from identifying the specific facility or nonconformance responsible for the surge.

SCE's Response to Complainant's Allegation 13

SCE denies that SCE's refusal is inconsistent with the recordkeeping and transparency expected under GO 95. The records that complainant seeks are irrelevant to the nature of this incident, which is entirely on the customer's property and customer's own equipment. SCE lacks sufficient knowledge or information to admit or deny the rest of this allegation as to why Hathaway has been unable to understand the failures of its own equipment on its own property.

B. SCE's Response to Issues to Be Considered included in Form Complaint - Attachment²⁴

Complainant lists several issues, 1(a) through 5(d), as actions to be considered by the commission to remedy and significantly mitigate chance of recurrence of alleged power surge at Hathaway's business operations. As discussed above, Complainant's damages were caused by Complainant's own equipment over which SCE has no control, therefore SCE is not in violation of any Commission rule or regulation. For that reason, and those discussed herein, 1(a) through 5(d) are not appropriate remedies for the Commission to consider in this proceeding. SCE properly applied its tariff rules, and the Complaint should be dismissed.

²⁴ See Complaint, "additional pages" at pp. 7-8 of the unnumbered PDF attachment. SCE takes the relief requested from the subheading "Exact relief desired."

IV.

NEED FOR HEARING AND PROPOSED SCHEDULE

A. Need for Evidentiary Hearing

SCE believes there is no need for an evidentiary hearing because there are no material facts in dispute for a trier of fact to resolve.

B. Proposed Schedule

SCE respectfully requests that the Complaint be dismissed with prejudice and intends to move, in a separately filed motion, to dismiss the Complaint. If SCE's motion to dismiss is not granted, SCE reiterates that the Complaint can be decided on the pleadings with no hearings required. If the Complaint is not dismissed, and the Commission determines testimony and hearings are necessary, SCE proposes that the schedule allow reasonable time for opening and rebuttal testimony, hearing, and opening and rebuttal briefing.

V.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Affirmative Allegations

SCE re-alleges and incorporates herein each and every one of its affirmative allegations set forth above.

SECOND AFFIRMATIVE DEFENSE

Failure to State a Cause of Action

Complainants fail to state facts sufficient to constitute a cause of action for relief against SCE.

THIRD AFFIRMATIVE DEFENSE

Failure to Allege Violation of Any Law or Rule Pursuant to Public Utilities Code § 1702

Complainants have failed to allege any act or thing done or omitted to be done by SCE including any rule or charge established or fixed by or for SCE, in violation or claimed to be in violation, of any provision of the law or any rule of the Commission as required by Public Utilities Code Section 1702.

FOURTH AFFIRMATIVE DEFENSE

Compliance with all Applicable Tariffs, Rules, Regulations, and Laws

Complainants are not entitled to relief because SCE acted in compliance with all applicable tariffs, rules, regulations, and laws.

FIFTH AFFIRMATIVE DEFENSE

Proximate Intervening Cause

If Complainants suffered any injury as alleged in the Complaint, the intervening and superseding actions and/or inactions of Complainants or some other person or entity other than SCE, proximately caused such injury in whole or in part.

SIXTH AFFIRMATIVE DEFENSE

Failure to Mitigate Damages

Complainant has failed to take measures to mitigate its injury/damages, if any.

SEVENTH AFFIRMATIVE DEFENSE

Lack of Subject Matter Jurisdiction

The Commission lacks subject matter jurisdiction over the Complaint. Subject matter jurisdiction over both real property disputes and claims for consequential damages against a utility are vested by law exclusively in a civil court of competent jurisdiction.²⁵

²⁵ See D. 14-03-013, p. 5: “[T]he Commission does not have jurisdiction to resolve real property disputes.” See also D. 11-09-027, p. 3: “The Commission has repeatedly found, however, that only a [civil] court has the power to award consequential damages as opposed to reparations.”

EIGHTH AFFIRMATIVE DEFENSE

Contrary to Public Policy

Granting Complainant's requested relief would be contrary to public policy.

NINTH AFFIRMATIVE DEFENSE

SCE has not knowingly or intentionally waived applicable affirmative allegations and reserves the right to assert and rely on such other applicable affirmative allegations as may become available or apparent during these proceedings. SCE further reserves the right to amend its answer and/or affirmative allegations accordingly and/or to delete affirmative allegations that it determines are not applicable during the course of subsequent discovery.

WHEREFORE, SCE prays:

1. That the Complaint and relief requested are denied; and
2. For such other relief as the Commission may deem just and equitable.

Respectfully submitted,

ANNA VALDBERG
R. OLIVIA SAMAD

/s/ R. Olivia Samad

By: R. Olivia Samad

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-3477
E-mail: Olivia.Samad@sce.com

Date: October 12, 2026

VERIFICATION

I am an officer of the defendant corporation herein, and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in **SOUTHERN CALIFORNIA EDISON COMPANY'S (U 338-E) ANSWER TO COMPLAINT** are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9th day of **October 2026**, at Rosemead, California.

/s/ Rajdeep Roy
By: Rajdeep Roy
Vice President Distribution Operations
SOUTHERN CALIFORNIA EDISON COMPANY
INNOVATION VILLAGE 3
Pomona, California 91768

Exhibit 1

Hathaway Equipment Photographs

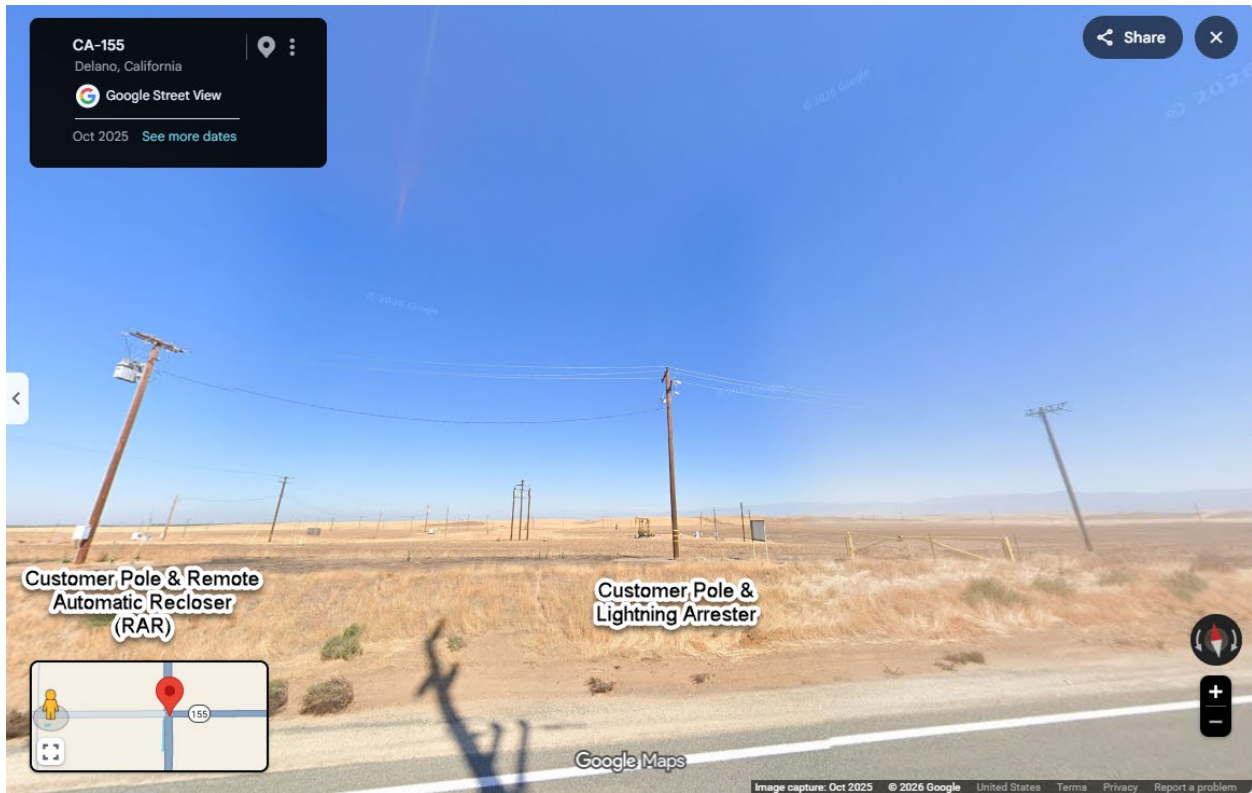
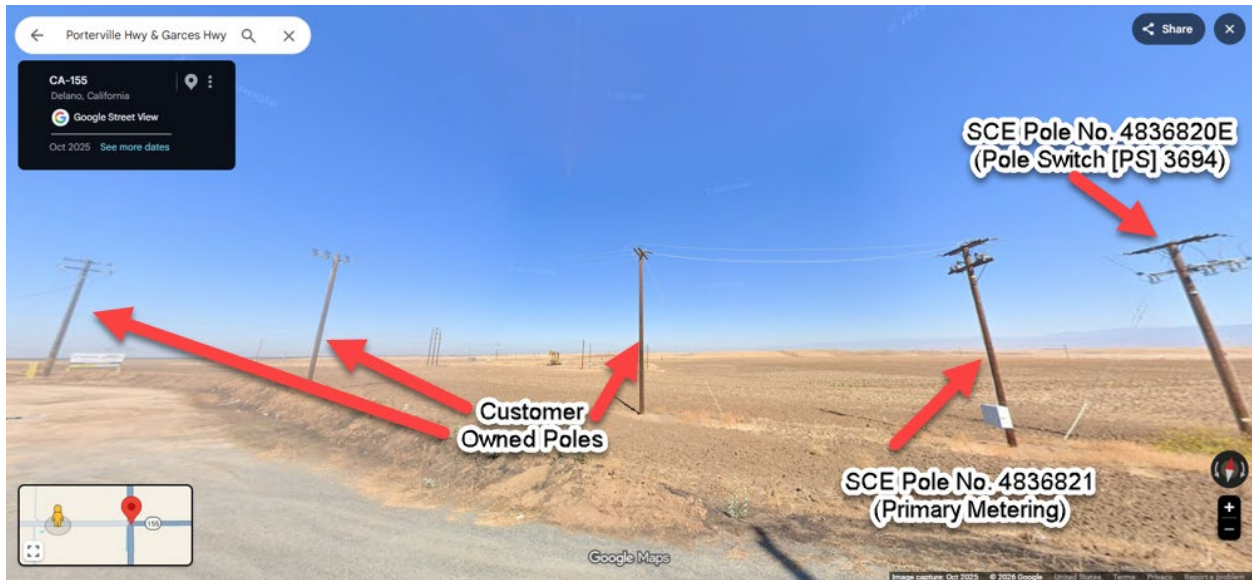




Exhibit 2

Patrol Log Entry

1308

HERE TO LOG RAR AFTER R/R.
WILCOX

7-1-20

Here to Put RAR Back to Normal
Hundsdorfer

8-10-20

2200

Put RAR 0026 CONTAINS TO LOCAL
CHECK RECLOSER SOLD
OPEN LINE & LOAD DISCONNECTS

WILCOX

8-11-20

0400

Here to Put RAR 0026 Back in
SERVICE AFTER SWITCHING FOR CONTRACTORS
TO REPLACE CONDUIT PIPE TO THE WEST. CLOSED
LINE & LOAD DISCONNECTS & Put TO Remote

AWAY

T. McLaughlin

4-6-21

0900

APPARATUS HERE FOR ROUTING INSP & FAST CURVE

0915

REMOVED RAR FROM SERVICE BY PROCEDURE

1310

RETURNED RAR TO SERVICE BY PROCEDURE

AWAY

CM/MH/JC

4-13-25

1408

PATROL AFTER P/R found blown
customer owned L/A beyond PS 3694

AWAY

THAYER

Exhibit 3

Interruption Log Sheet

INTERRUPTION REPORT

Interruption#: 15575-2025

ACTIVE

Actual Date: 06/13/2025 12:48

All Load UP:

Part Load UP:

Distribution Status: R&R Related Request?

Primary Switching Center: Rector

RAR: NA

INTERRUPTION DETAILS

Outage Line/Equipment

Region	SW Center	Type	Station	Line/Equipment Name	Out Date/Time	Duration
District	A Bank	kV			Restore Date/Time	
San Joaquin	Rector	LINE	Quinn	Jasmine		
San Joaquin	Vestal	12				

Device Operation Summary

Station - Device	#OPs	Targets	CBC	Out Date	Duration	Fault Type	Distance
				Restore Date		Fault Magnitude	

Sequence of Operations

Station	Device	Operation	How	Date/Time
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Weather:

Cause Category: OH EQUIPMENT

Cause: INSULATOR , 3RD PARTY

Weather Condition:

Sustained Cause Category:

Sustained Cause:

Event Description:

1249 Jasmine 12kv line relayed and reclosed. Same time as RAR 0026 on the Jasmine C&G

1252 9533 7220

1316 Operator reports B target 1 counter and OK equipment

1403 TM repots LA beyond PS 3694 on customer owned line failed -

Event Activity

Date/Time	Comments
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Reporting Flags

Margin Symbols

Type	Symbol	Place	Remove	Comments
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Followup Required:

Fault Location(s)

Station	Structure	Description
Quinn		

Exhibit 4

SCE Denial Letter Dated January 18, 2026

January 18, 2026

Claim #: 202512400

HATHAWAY LLC
ATTN: JOHN MCLOUGHLIN
4205 ATLAS CT
BAKERSFIELD, CA 93308

Dear Mr. McLoughlin:

We have received your correspondence dated December 1, 2025. Our district personnel patrolled the area to determine what caused the circuit interruption and found it was customer owned equipment, and found it was a failed lightning arrestor. We have no additional basis to change our position as originally stated in our letter dated November 20, 2025. Under these circumstances we can find no reason to assume liability for your loss and must respectfully stand by our denial of your claim.

To answer your question about SCE's internal documentation, we do not release our records, unless requested via the subpoena process.

If you have any further questions regarding this matter, please contact me at (626) 302-6937.

Sincerely,



Anna Torres