BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

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KENNETH GRAY Complainant, vs. GOLDEN STATE WATER COMPANY (U133W) Defendant.	(C.) 26-09-013 (Filed September 10, 2026)

GOLDEN STATE WATER COMPANY (U133W)

MOTION FOR SUMMARY JUDGMENT

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MOTION FOR SUMMARY JUDGMENT

I. INTRODUCTION

Pursuant to the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure ("Rules") Rule 11.1, Golden State Water Company ("Golden State") respectfully moves for summary judgment on the Complaint ("Complaint") filed on September 10, 2026 by Kenneth Gray ("Complainant") in docket C.26-09-013. The Complaint concerns re-establishment of water service at 1091 Northwestern Drive, Claremont, California (the "Property"). Golden State filed its Answer to the Complaint ("Answer") concurrently with this Motion for Summary Judgment ("Motion"). Golden State submits that the facts and supporting materials identified in the Complaint and the Answer establish that Golden State has not violated any law, statute, Commission order, or rule over which the Commission has jurisdiction, and therefore the Complaint fails to state a claim upon which the requested relief may be granted. Because there are no triable issues of material fact with respect to Complainant's allegations, Golden State is entitled to judgment as a matter of law. Accordingly, Golden State requests that the Commission grant

summary judgment in its favor and issue an order that: (1) finds Golden State is authorized under its tariff to require reimbursement for the full costs of re-establishing water service at the Property, because Complainant's fraudulent use caused the disconnection from Golden State's system; (2) finds Golden State may require full payment of such estimated costs prior to Golden State re-establishing water service; and (3) dismisses the Complaint with prejudice.

II. SUMMARY OF LAW

Although the Commission's Rules do not expressly address motions for summary judgment, the Commission "regularly grants motions for summary judgment or summary adjudication" where it is appropriate to do so.[1] The Commission also has applied the standard for summary judgment to motions to dismiss filed pursuant to Rule 11.2.[2]

The Commission looks to California Code of Civil Procedure section 437c for the standard to be used in deciding such motions.[3] Under that standard, "[t]he motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law."[4] The moving party bears the burden of establishing that there are no triable issues of material fact.[5] Material facts are those necessary to establish that the utility has violated a rule, order, law, or tariff approved by the

[1] D.14-03-032 (Decision Granting Motion to Dismiss Complaint), p. 4.

[2] D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 19.

[3] D.14-03-032 (Decision Granting Motion to Dismiss Complaint), p. 4; D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 19; D.07-01-004 (Opinion Granting Complainant's Motion For Summary Judgment), pp. 3–4; D.07-07-040 (Opinion Denying Defendants' Motion To Dismiss And Defendants' Motion For Summary Adjudication And Granting Complainant's Motion For Summary Adjudication), p. 17.

[4] D.14-03-032 (Decision Granting Motion to Dismiss Complaint), p. 4 [quoting Code Civ. Proc., § 437c]; D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 19.

[5] D.07-07-040 (Opinion Denying Defendants' Motion To Dismiss And Defendants' Motion For Summary Adjudication And Granting Complainant's Motion For Summary Adjudication), p. 17.

Commission, as required by Public Utilities Code section 1702 to sustain a complaint. Statements that do not allege any such violation by the utility are not material to the Commission's resolution of a complaint filed pursuant to Public Utilities Code section 1702.

In determining whether a triable issue exists, the Commission considers "all of the evidence set forth in the papers and all inferences reasonably deducible from the evidence."[6] Summary judgment may be granted where no competing inferences or evidence create a triable issue as to a material fact.[7] The inquiry is therefore whether the moving party is entitled to prevail based on undisputed facts and matters of law.[8]

Motions for summary judgment are generally favored by the courts and the Commission because they "promote and protect the administration of justice and expedite litigation by the elimination of needless trials."[9] The Commission grants such motions where "the Commission and the parties would be squandering their resources by proceeding to an evidentiary hearing when the outcome is a foregone conclusion under the current law and policy of the Commission."[10]

III. MOTION FOR SUMMARY JUDGMENT

There are no triable issues of material fact with respect to Complainant's allegations that Golden State has violated any rule, order, law, or tariff approved by the Commission. As to each such allegation, either Complainant has failed to bear the burden of proof and establish by a

[6] D.14-03-032 (Decision Granting Motion to Dismiss Complaint), p. 4 [quoting Code Civ. Proc., § 437c]; accord D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 20 [quoting Code Civ. Proc., § 437c].

[7] D.14-03-032 (Decision Granting Motion to Dismiss Complaint), pp. 4–5; D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 20 [quoting Code Civ. Proc., § 437c].

[8] D.14-03-032 (Decision Granting Motion to Dismiss Complaint), p. 4.

[9] D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 20.

[10] D.24-05-008 (Modified Presiding Officer's Decision Dismissing the Complaint), p. 6 (citing D.99-11-023, p. 9).

preponderance of the evidence such violation by Golden State,[11] or Complainant has excluded from the Complaint relevant evidence, and Golden State's verified Answer has provided undisputed evidence that it has acted in accordance with its tariff and has not violated any rule, order, law, or tariff approved by the Commission. Golden State is therefore entitled to judgment as a matter of law, as set forth below.

1. Golden State Does Not Violate Rule No. 16 Because the Initial-Connection Benefit Does Not Shift Fraudulent-Use Restoration Costs to the Utility

Complainant alleges that because there is currently no service connection or account at the Property, Rule No. 16 governs and requires Golden State to restore service to the Property at its cost as an "initial service connection".[12] However, it is undisputed that Complainant began receiving service from Golden State at the Property on March 11, 2014, and thus the Property already had an "initial service connection."[13] The Complaint omitted additional material facts that conclusively establish Golden State is not in violation of Rule No. 16; primarily that the Complainant's fraudulent use and obstruction necessitated disconnection of the service line to the Property at the main.[14] As such, the construction work required to restore the service line to the Property is necessary to remediate the disconnection due to Complainant's actions, rather than an "initial service connection" subject to Rule No. 16.[15] The material facts related to Complainant's

[11] D.25-12-047 (Presiding Officer's Decision Granting Motion to Dismiss and Dismissing Complaint for Failure to State a Violation), p. 7; D.26-08-006 (Modified Presiding Officer's Decision Dismissing Complaint and Denying Relief), p. 21.

[12] Complaint § (F)(IV)(A)–(G) (arguing that Rule No. 16's no-charge provision applies because the requested connection would be the parcel's only connection, not an additional connection); *id.* § (H)(2)-(4) (seeking a no-charge standard connection, a determination that no Claremont connection fee applies, or, alternatively, permission to retain a qualified contractor).

[13] Complaint, Exh. 7 (Declaration of Regina Cullado), para. 8.

[14] Answer § (II)(B) (describing meter tampering, concrete damage, reversal of the restoration payment, and a truck blocking meter access, necessitating disconnection at the main on April 29, 2025).

[15] Answer § (III)(A)(4) (explaining that Rules Nos. 11.B.5 and 11.D.1.d place restoration costs arising from

fraudulent use set forth in the Answer cannot be disputed in good faith.[16]

It is undisputed that the Property was previously served by Golden State, and therefore Rule No. 16, governing initial service connections, does not apply. Further, Complainant's conduct conclusively establishes that Rule No. 11.B.5 (fraudulent use of service) and Rule No. 11.D.1.d (refusal to serve an applicant until conditions of fraudulent use are corrected) place fraudulent-use restoration costs on Complainant, not on Golden State. As such, there is no triable issue of material fact regarding whether Rule No. 16 applies.

2. Golden State Does Not Violate Rules Nos. 11.B.5 and 11.D.1.d by Requiring Advance Funding to Correct Fraudulent-Use Conditions

Complainant contends that Rule No. 11.B.5 authorizes reimbursement only for incurred costs, not an advance for future construction, and that Rule No. 11.D.1.d does not justify Golden State's requirement for prepayment of the funds to conduct such construction.[17] Where a customer has obtained service by fraudulent means, or has diverted water service for unauthorized use, Golden State's Rule No. 11.B.5 authorizes it to discontinue service and impose "reasonable requirements" prior to restoring service. Rule No. 11.D.1.d states that where service has been discontinued for fraudulent use, the utility may refuse to restore service until all conditions of

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fraudulent use on Complainant, notwithstanding Rule No. 16's general no-charge connection provision).

[16] Even if Complainant were to allege that he did not personally commit any of the meter tampering or fraudulent use, under the Commission's precedent, "[a]t the Commission, …the complainant has the burden of proving that it did not . . . tamper with the meter." *Re Retroactive Billing by Gas and Electric Utilities to Correct Alleged Meter Underbillings Due to Meter Error and Meter Fraud* (Cal. P.U.C., June 25, 1986), I.84-05-046 (1986 WL 1300466), [p. 2]; *c.f.*, Cal. Civ. Code § 1882.3(a)(2) (for purposes of civil cases brought by utilities, establishing a rebuttable presumption that the customer has committed meter tampering if the tampered meter is located on premises controlled by the customer). The evidence included within the Answer is sufficient for the Commission to conclude that Complainant will be unable to prove that he did not tamper with the meter located on the Property.

[17] Answer § (III)(A)(5) (addressing Complainant's arguments that reimbursement language does not authorize prospective construction advances and that he cannot lawfully excavate the public street to correct the connection).

fraudulent use have been corrected.[18]

Golden State's Answer provides clear evidence of Complainant's actions in January through April 2025, leading up to Golden State's disconnection of the service line to the Property at the main, that establish fraudulent use.[19] Therefore, Golden State's Rule Nos. 11.B.5 and 11.D.1.d permit Golden State to impose reasonable requirements to restore service. Specifically, it is reasonable for Golden State to require Complainant to bear the costs to re-establish service to the Property because it was his fraudulent use that necessitated the disconnection of the service line. It is also reasonable for Golden State to secure advance funding in full for the costs to re-establish water service to the Property, because Complainant has previously reversed payment after service was restored and has failed to comply with eight alternate payment plans offered by Golden State.[20] Considering the foregoing, the remaining dispute concerns the legal effect of these tariff requirements, not a material factual issue. As a matter of law, Golden State is within its rights under Rule Nos. 11.B.5 and 11.D.1.d to require prepayment as a "reasonable requirement" given

[18] Golden State's tariff Rule No. 11.B.5 (expressly provides that "when a utility has discovered that a customer has obtained service by fraudulent means," the utility may discontinue service and "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"); Golden State's tariff Rule No. 11.D.1.d (provides that "[w]here 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.").

[19] Answer § (II)(B) (describing Complainant's actions after the Property's water service was disconnected on January 29, 2025, for nonpayment of delinquent charges, including tampering with Golden State's meter, defeating a lock that Golden State installed on the meter, threatening harm to Golden State employees who arrived at the Property to inspect the meter, breaking the ears off the shutoff valve, and filling the meter box with concrete).

[20]Answer § (III)(A)(5) (relying on Rule No. 11.B.5's reasonable-requirements language and the prior payment reversal to justify prepayment, and explaining that funding the work satisfies Rule No. 11.D.1.d); *id.* § (III)(C)(6) (citing the reversed restoration payment and repeated violations of alternate payment plans as reasons not to extend further credit for restoration costs); *id*. § (II)(A) (detailing the eight alternate payment plans with which Complainant failed to comply); *id*. § (II)(B) (describing Complainant's actions to make a required payment to restore service, only then to put a stop payment and reverse such payment after service had been restored [p. 13]).

Complainant's history of non-payment and fraudulent actions.

3. Golden State Does Not Violate Section 532 Because Its Demand Seeks Tariff-Authorized Restoration Costs

Public Utilities Code section 532 prohibits any public utility from charging amounts other than those authorized by its Commission-approved tariffs. Complainant alleges that Golden State violated Public Utilities Code section 532 by assessing $25,500 in unauthorized charges. Complainant relies solely on the $19,400 paving and $6,100 estimated-reconnection entries on the May 22, 2025 bill to argue that the present demand was already charged to Complainant and therefore cannot represent prospective construction costs.[21]

Golden State acknowledges that the entries appeared on the May 22, 2025 bill; however, Complainant neglected to inform the Commission that these amounts were removed from his account and were not included in the final demand for payment that the collection agency sent to Complainant after his service was disconnected.[22] The July 11, 2025 bill and the demand for payment from the collection agency provide undisputable evidence that the estimated $25,500 costs were removed from Complainant's account and were not in fact charged.[23] The present demand is the cost of performing future construction rather than collection of those amounts that were subsequently removed from the May 22, 2025 bill.[24]

As discussed above, Golden State relies on Rules Nos. 11.B.5 and 11.D.1.d to recover costs

[21] Complaint § (F)(II), ¶ 6 (identifying the May 22, 2025 bill's $19,400 paving and $6,100 estimated-reconnection entries as charges assessed to the account); *id.* § (F)(III) (arguing that the entries contradict Golden State's prospective-cost characterization and, if unauthorized, independently violate section 532).

[22] Answer § (II)(C) (describing unperformed excavation and repaving work and removal of the $6,100 and $19,400 entries before the July 11, 2025 reissued final bill; *see also* Answer, Exh. P).

[23] Answer, Exh. P (Reissued final bill dated July 11, 2025).

[24] Answer § (III)(A)(1) (distinguishing the contractor-estimate-based advance from collection of those cancelled entries); *id.* § (III)(A)(3) (explaining that the requested amount funds future installation and repaving necessitated by fraudulent use).

attributable to fraudulent use, and the requirement that Complainant pay such costs prior to re-establishing service at the Property is not an unauthorized charge outside its filed tariff.[25] It is *expressly authorized* by Golden State's tariff. Because the estimated $25,500 costs to re-establish water service at the Property were removed from Complainant's bill and thus not actually charged to Complainant, and the prospective requirement to pay such costs in order to conduct the construction work to re-establish service is authorized by Golden State's tariff, there is no triable issue of material fact with respect to the allegation that Golden State violated Public Utilities Code section 532. Golden State is entitled to judgment as a matter of law on this issue.[26]

4. Golden State Does Not Violate Section 451 by Requiring Reasonable Restoration Costs Subject to Actual-Cost Reconciliation

Complainant alleges that the $25,500 advance and terms to restore service violate section 451 because the estimates have expired, the paving exceeds the excavation footprint, and he must prepay while assuming additional costs without a fixed completion date.[27] There are no triable issues of material facts with respect to this claim. Golden State's estimate of $25,500 received in May 2025 was reconfirmed in October 2025, and Complainant will only be charged for the actual cost of construction.[28] The relevant inquiry is thus a matter of law: whether the work and payment

[25] Answer § (III)(A)(3)–(4) (relying on Rules Nos. 11.B.5 and 11.D.1.d to require payment of fraudulent-use restoration costs, rather than treating the work as a no-charge initial connection or an ordinary reconnection).

[26] Answer § (II)(C) & fns. 30–33 (identifying the original bill, contractor proposals, and reissued final bill supporting the distinction between cancelled entries and future restoration costs); *id*. § (III)(A)(3)–(4) (explaining why Golden State contends the fraudulent-use provisions authorize those costs notwithstanding section 532 and Rule No. 16).

[27] Complaint § (F)(VI) (challenging expired, unproduced estimates without evidence of competitive bidding, paving beyond the excavation footprint, and full prepayment with uncapped overruns and no completion date).

[28] Answer § (III)(A)(6) (explaining that the $6,100 service-restoration and $19,400 street-repaving estimates received in May 2025 were reconfirmed in October 2025, subject to additional payment if actual costs exceed the estimates or a refund if final costs are lower).

conditions are reasonably necessary to re-establish service, and whether Golden State may require payment of such costs under the terms of its tariff.[29] This too resolves in Golden State's favor. Golden State's proposal is reasonable considering that Complainant's prior conduct, including Complainant's fraudulent payment reversal and refusal to comply with payment plans discussed above, requires secured funding rather than another extension of credit.[30] Further, actual-cost reconciliation protects Complainant against Golden State retaining an excessive advance and ensures Complainant—and not other Golden State ratepayers—will pay for the actual costs to re-establish service to the Property, which costs were necessitated by Complainant's own conduct.[31] Given the circumstances, Golden State's proposal is both just and reasonable. As such, the Commission should conclude that requiring secured payment of reasonable costs to re-establish service, subject to actual-cost reconciliation, does not violate section 451 and enter judgment for Golden State.

5. Golden State Did Not Violate the Water Shutoff Protection Act Because Complainant's Account Was Delinquent and Notice Was Provided.

Complainant alleges that Golden State violated Health & Safety Code section 116908(a)(1)(A) by discontinuing service on January 29, 2025 without sixty days of delinquency or the required advance notice.[32] Again, Complainant omitted a material fact that resolves this

[29] Answer § (II)(C) (identifying excavation and City-required repaving costs, October 2025 pricing reconfirmations, and reconciliation through additional payment or refund once actual costs are known); *id.* § (III)(A)(6) (defending the estimates and prepayment under Rules Nos. 11.B.5 and 11.D.1.d because Complainant's fraudulent use necessitated restoration).

[30] *Answer* § (III)(A)(5) (explaining that Complainant reversed payment after service was restored, supporting prepayment rather than further credit); *id.* § (III)(C)(6) (citing that reversal and repeated violations of alternate payment plans as grounds to decline another payment arrangement).

[31] Answer § (II)(C) (requiring reconciliation to actual construction costs, including a refund of any excess advance).

[32] Complaint § (F)(VII)(A) (arguing that the January 27 installment was only two days overdue at shutoff and that Golden State's declarant identified no contact at least seven business days before the January 29

issue in Golden State's favor. Golden State's verified Answer establishes that the account had been delinquent for substantially more than sixty days and Golden State provided notice of the delinquency and impending discontinuance consistent with the tariff and the Water Shutoff Protection Act.[33] With those records establishing Golden State's account, Complainant's allegations are conclusively shown to be false. As there are no triable issues of material fact with respect to this allegation, Golden State is entitled to judgment as a matter of law.

6. Golden State Does Not Violate Health & Safety Code Sections 116908(b) and 116924 by Applying a Lawful Appeal-Deposit Requirement

Complainant alleges that Rule No. 11.B.1.d's deposit requirement violates Health & Safety Code section 116908(b) because the statute protects service during a pending appeal without expressly requiring a deposit, and that Health & Safety Code section 116924 requires the statute to prevail over an inconsistent tariff.[34] Complainant relies on his asserted inability to deposit the disputed amount, claiming this requirement prevented him from maintaining an appeal of the decision of the Commission's Consumer Affairs Branch ("CAB") that found Golden State had not violated any Commission rule or regulation.[35] Accepting these facts as presented by Complainant as true, Golden State nonetheless prevails on this issue as a matter of law. Complainant's allegations amount to an attack on Golden State's filed tariff, and does not allege that Golden State

discontinuance).

[33] Answer § (III)(A)(7) (explaining that the account was delinquent for substantially more than sixty days under the October 2024 payment plan, that notice complied with the tariff and Water Shutoff Protection Act, and that CAB found no Commission rule or regulation violation in Informal Complaint No. 668088 on March 14, 2025).

[34] Complaint § (F)(VII)(B) (arguing that section 116908(b) imposes no deposit condition and that section 116924 requires the Act to prevail over inconsistent tariff provisions and preserves existing procedural safeguards).

[35] Complaint § (F)(VII)(B) (asserting that inability to deposit the disputed amount prevented maintenance of the appeal, while presenting the issue as tariff validity rather than claiming an appeal remained pending).

has violated its tariff, or otherwise committed any act or omission in violation of any provision of law or of any order or rule of the Commission.[36] This allegation is thus easily dismissed for failure to state a claim upon which the Commission may provide relief in this proceeding.

7. Health & Safety Code Section 116926 Excludes Termination Caused by Complainant's Unauthorized Conduct from Health & Safety Code Section 116914's Reconnection-Fee Limits

Complainant invokes Health & Safety Code Section 116914's low-income reconnection-fee limits as a benchmark for challenging the $25,500 advance, stating that it "reflects a legislative judgement about what a low-income household should pay to have water restored," while acknowledging Golden State's statement that it charges no reconnection fee under Rule 11.C.[37] However, even if the estimated $25,500 cost to re-establish water service were to be considered a "reconnection fee" subject to Rule 11.C, which it is not, Complainant's argument ignores the Water Shutoff Protection Act's express limitation: "This chapter does not apply to the termination of a service connection by a covered water system due to an unauthorized action of a customer."[38] Health & Safety Code Section 116926 excludes the entire chapter, including Health & Safety Code Section 116914, where unauthorized customer conduct causes termination of the service connection.

Complainant is correct that the limitations of Health & Safety Code Section 116926 do not apply to the January 29, 2025 disconnection due to non-payment;[39] however, the physical

[36] Pub. Utilities Code, § 1702.

[37] Complaint § (F)(VII)(C)–(D) (invoking section 116914's low-income reconnection-fee caps as a legislative benchmark despite Golden State's disclaimer of a reconnection fee, and asserting inability to pay the $25,500 advance).

[38] Health & Safety Code § 116926 (excluding termination of a service connection due to unauthorized customer action from the Water Shutoff Protection Act).

[39] Complaint § (F)(VII)(A) (alleging the limitations of Health & Safety Code Section 116926 do not apply

disconnection of the service line to the Property on April 29, 2025, resulting in the $25,5000 estimate to reestablish service, was clearly due to "unauthorized action of a customer".[40] As detailed in the Answer, after Complainant tampered with and damaged Golden State's facilities and filled the meter box with concrete, he caused a truck to block access to the replacement meter for several days, despite notice to remove the obstruction, forcing the disconnection from Golden State's system at the main.[41] Accordingly, even assuming Complainant satisfies Health & Safety Code Section 116914's income criteria, the statute's reconnection-fee limits do not govern restoration of service after fraudulent customer conduct; as such, Golden State is entitled to judgment in its favor as a matter of law.

8. Granting This Motion for Summary Judgment Promotes and Protects the Administration of Justice and Expedites Litigation by Eliminating Needless Trials

Summary judgment serves the courts and the Commission because it "promote[s] and protect[s] the administration of justice and expedite[s] litigation by the elimination of needless trials."[42] As established above, there are no triable issues of material fact prohibiting the Commission from resolving the Complaint through the present Motion. The record establishes that requiring a pre-hearing conference or any evidentiary hearings would result only in the waste of

to disconnections as a result of non-payment).

[40] Answer § (II)(B) (describing Golden State's removal of the entire meter box and meter on April 10, 2025 due to Complainants tampering, as well as on April 29, 2025 when Golden State returned to the Property with police escort to physically disconnect service at the main).

[41] Answer § (II)(B) & fns. 17, 20 (describing the missing meter lock, broken shutoff-valve ears, concrete-filled meter box, and truck blocking access to the replacement meter despite Golden State's April 22, 2025 notice; citing the meter-box photograph and obstruction correspondence).

[42] D.26-08-006, p. 20 & fn. 24 (citing D.24-05-008 (granting SDG&E judgment against Electrify America, LLC, for failing to state a cause of action, citing *Westcom Long Distance Inc. v. Pacific Bell et al.*, D.94-04-082, (1994) 54 CPUC 2d 249)).

administrative resources, as has occurred with respect to the Complainant at the Commission and other venues.

Complainant has repeatedly invoked administrative proceedings concerning Golden State's handling of his account and service. Each of the three informal complaints that Complainant filed with the Commission against Golden State resulted in CAB finding that Golden State had violated no rule or tariff; in the most recent matter, CAB issued a written no-violation determination on March 14, 2025.[43] Those proceedings occurred against a background of repeated payment accommodations and assistance that Golden State provided, notwithstanding Complainant's subsequent failures to comply with the payment arrangements.[44]

Complainant has also pursued re-establishment of water service in his bankruptcy proceeding before the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court"), raising the exact same claims regarding that topic that he alleges, yet again, in the Complaint. The Bankruptcy Court determined that the estimated costs of $25,500 represented prospective construction costs rather than unpaid prepetition debt, and denied his restoration motion by order entered September 10, 2026.[45] In other words, the Bankruptcy Court already determined that the primary assertion underlying the Complaint, that this amount is not a prospective cost and that Golden State already billed Complainant for these charges,[46] is false. He

[43] Answer § (II)(A) (describing payment-plan and assistance disputes in Informal Complaints Nos. 549567 in January 2022 and 593536 in May 2023); *id.* § (II)(B) (describing the January 2025 filing of Informal Complaint No. 668088 and CAB's March 14, 2025 determination that Golden State violated no Commission rule or regulation).

[44] Answer § (II)(A) (describing successive alternate payment plans, arrearage-assistance and customer-assistance credits, and continued failures to pay required installments and current charges).

[45] Answer § (II)(D) & fn. 37, citing Aug. 25, 2026 hearing transcript, 20:13–23:18 (reporting findings that the $25,500 was prospective construction cost, followed by denial of the restoration motion on September 10, 2026).

[46] Complaint § (F)(I) (asserting that the May 22, 2025 bill contradicts Golden State's characterization of the $25,500 as prospective costs); *id*. at § (F)(III) ("The central factual dispute in this matter is whether the

then sought reconsideration of the denied motion on September 14, relying principally on the same May 22, 2025 closing bill to support his present characterization of the estimated costs of construction as previously charged amounts.[47] The Bankruptcy Court denied the motion for reconsideration in a hearing on October 20, 2026, reiterating its prior finding that the $25,500 represented prospective construction costs. Seeking here a third bite at the same apple, Complainant again asserts that the $25,500 in estimated costs to re-establish service at the Property are not prospective costs of construction and are instead previously charged amounts, in direct contradiction of the Bankruptcy Court's orders.

During the October 20, 2026, Bankruptcy Court hearing, the presiding judge explained that the bankruptcy case was commenced on September 15th, 2025, and stated: "It is a no asset chapter 7 case. The average no asset chapter 7 case is completed in three to four months. This case is 13 months older than that average. Why is that? Because Mr. Gray insists on litigating every single thing as often as possible."[48] Golden State seeks an order granting this Motion in order to avoid a protracted proceeding that takes up valuable Commission and utility resources and time.

Additionally, Complainant has a demonstrated history of making false statements before both the Commission and federal courts. On January 29, 2025, Complainant lodged Informal Complaint #668088 with the Commission, falsely alleging, among other things, that Complainant had paid each monthly payment plan installment and each monthly bill in full each month and that

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$25,500.00 represents prospective construction cost, as [Golden State] maintains, or charges already assessed against Complainant's account."; relying on the bill's entries and payment due date to characterize the amount as already assessed).

[47] Answer § (II)(D) (describing the September 14 reconsideration motion's reliance on the May 22 bill and earlier disconnection permit records, and its October 20 denial reaffirming that the $25,500 represented prospective construction costs).

[48] Answer, Exh. Q (In Re: Kenneth Anthony Gray (Case No: 2:25-bk-18109-VZ), Oct 20, 2026 hearing transcript), at 7:23–8:3.

Golden State had violated the terms of Complainant's payment plan.[49] In fact, Golden State's Customer Service Manager had already explained to Complainant that he had a delinquent balance of $475.92 and had failed to make the required payment under his most recent alternate payment plan.[50] Complainant's allegations in Informal Complaint #668088 that he had made all required payments are verifiably false.[51]

In litigation that Complainant has filed against the City of Claremont in U.S. District Court, Central District of California ("District Court"), Complainant falsely claimed in his complaint that "[s]ince approximately April 2025, the Property has been without water service *because Golden State Water shut off service in connection with excavating the street*. City police were present at the time, and the City was aware that *the loss of service resulted from the utility's work and not from any act or neglect of Plaintiff*."[52] Golden State's verified Answer establishes the undisputed facts that the loss of service resulted solely from Complainant's actions, in direct contradiction of Complainant's false statement to the District Court. In the same District Court litigation against the City of Claremont, Complainant stated in his complaint that he had been displaced from the Property due to lack of water service since October 2025, and that as of the date of his complaint, July 26, 2026, he remained displaced from the Property and was incurring substantial losses related to, *inter alia*, substitute housing. On the other hand, Complainant told the Bankruptcy Court in a hearing on August 25, 2026, that he had returned to reside at the Property on June 30, 2026, a month prior to the date of his complaint in District Court. Both statements cannot be true.

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[49] Answer § II(B).

[50] *Ibid*.

[51] Answer, Exh. B (emails between Complainant and Golden State Customer Service Manager R. Cullado, in which Ms. Cullado detailed the delinquent charges and that Complainant was informed of and agreed to the terms of his payment plan).

[52] Answer, Exh. I, para. 16 (emphasis added).

Complainant has a demonstrated history of bringing unsupported claims to this Commission, bringing unsupported motions to the Bankruptcy Court that have delayed the proceeding, and making contradictory statements to various tribunals. Given this history, and the fact that there are no triable issues of material fact as set forth in this Motion, further hearings would impose additional expense and consume Commission and utility resources without advancing resolution of any material factual issue. This is precisely the needless litigation summary judgment is designed to eliminate. The Commission should therefore grant the motion and dismiss this Complaint with prejudice on its merits, providing finality in this proceeding and conserving Commission and utility resources that would otherwise be devoted to a needless trial.

IV. CONCLUSION

The record of this proceeding clearly establishes that Golden State has not violated any applicable law, order, rule, or tariff; as such, Golden State respectfully requests that the Commission enter judgment on its behalf by issuing an order in this proceeding that (1) finds Golden State is authorized under its tariff to require reimbursement for the full costs of re-establishing water service at the Property, because Complainant's fraudulent use caused the disconnection from Golden State's system; (2) finds Golden State may require full payment of such estimated costs prior to Golden State re-establishing water service; and (3) dismisses the Complaint with prejudice.

Respectfully submitted,

November 4, 2026

By: */s/Chris A. Kolosov*

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