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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Lake Hughes Recovery, Complainant, vs. **Southern California Edison Company (U338E),** Defendant.	Case (C.) _____

Complaint

COMPLAINANT	DEFENDANT (Include Utility "U-Number," if known)
Kelly McClard, Chief Executive Officer Lake Hughes Recovery 28765 Pine Canyon Road Lake Hughes, CA 93532 (661) 724-0001 lakehughesrehab@gmail.com	**Southern California Edison Company (U338E)** Attn: Anna Valdberg, Director & Managing Attorney 2244 Walnut Grove Avenue Rosemead, CA 91770 T-626-302-6008 E-mail 1: Anna.Valdberg@sce.com E-mail 2: case.admin@sce.com E-mail 3: AdviceTariffManager@sce.com

(Internal Use Only)

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

COMPLAINT

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

Name of Complainant	
Address	
Daytime Phone Number	
Email Address	

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

☐ Additional complainants listed in attachment

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

Name of Defendant	
Address	
Daytime Phone Number	
Email Address	

Name of Defendant	
Address	
Daytime Phone Number	
Email Address	

Name of Defendant	
Address	
Daytime Phone Number	
Email Address	

Have you tried to resolve this matter informally with the Commission's Consumer Affairs staff?
☒ YES ☐ NO *(CAB File No. 737587)*

Has staff responded to your complaint?
☒ YES ☐ NO

Did you appeal to the Consumer Affairs Manager?
☒ YES ☐ NO

Do you have money on deposit with the Commission?
☐ YES ☒ NO
Amount $_____

Is your service now disconnected?
☒ YES ☐ NO

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

See ATTACHMENT, Section F (Statement of Facts), attached to this form, and Exhibits A through K.

Summary: SCE granted Permission to Operate for Complainant's 200-panel solar system (NST-275116) on May 21, 2025, but has not billed Complainant's six aggregated accounts under Net Energy Metering for 17 months. SCE removed benefiting Account 700899219750 from the NEM Aggregation arrangement, gave three conflicting explanations, and has not restored it despite written promises. SCE's credit figures conflict ($11,893.32 vs. $12,261.96), SCE has not produced an itemized accounting, and SCE has not trued up the $39,668.71 interconnection advance to recorded cost.

Scoping Memo Information (Rule 4.2[a])

(1) The proposed category for the Complaint is (check one):
☒ adjudicatory (most complaints are adjudicatory unless they challenge the reasonableness of rates)
☐ ratesetting (check this box if your complaint challenges the reasonableness of rates pursuant to Rule 4.1(b))

(2) Are hearings needed (are there facts in dispute)? ☒ YES ☐ NO

(3) ☒ Regular Complaint ☐ Expedited Complaint (Rule 4.6)

(4) The issues to be considered are
(Example: The utility should refund the overbilled amount of $78.00):

See ATTACHMENT, Section G(4), for the full statement of issues. In summary:

1. SCE's failure to bill the six aggregated accounts under NEM / NEM-A since May 21, 2025.
2. Whether SCE's credits are complete and correct ($11,893.32 vs. $12,261.96).
3. Which meter SCE bills from; 96,017 kWh net export on meter 222020-046444, channel 071.
4. Improper removal of Account 700899219750; restoration retroactive to May 12, 2026.
5. Reparations for amounts paid since May 21, 2025 not due under correct NEM billing.
6. True-up of IFFOA charges to recorded cost (Section 8.2) and refund of any excess.
7. SCE's compliance with Interconnection Agreement Section 4.5 and Rule 21 timelines.

(5) The proposed schedule for resolving the complaint within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting) is as follows:

Prehearing Conference: Approximately 30 to 40 days from the date of filing of the Complaint.
Hearing: Approximately 50 to 70 days from the date of filing of the Complaint.

Prehearing Conference (Example: 6/1/09): December 8, 2026
Hearing (Example: 7/1/09): January 5, 2027

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

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

See ATTACHMENT, Section H, for the full requested orders. In summary, order SCE to:
1. Restore Account 700899219750 to service and to the NEM-A arrangement, retroactive to May 12, 2026.
2. Rebill all six aggregated accounts under NEM / NEM-A / TOU tariffs from May 21, 2025, using actual meter data.
3. Provide an itemized, meter-reconciled accounting of all credits. 4. Identify and test the billing meter.
5. Pay reparations for overbilled amounts. 6. Produce all bills since May 2025, including the true-up.
7. True up the IFFOA charges to recorded cost and refund any excess. 8. No disconnection while pending.

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

Dated Lake Hughes (City), California, this 30 (date) day of October (month), 2026 (year)

/s/ Kelly McClard
Signature of each complainant
Kelly McClard, Chief Executive Officer, Lake Hughes Recovery

(MUST ALSO SIGN VERIFICATION AND PRIVACY NOTICE)

REPRESENTATIVE'S INFORMATION:
Provide name, address, telephone number, e-mail address (if consents to notifications by e-mail), and signature of representative, if any.

Name of Representative: Kelly McClard, Chief Executive Officer, Lake Hughes Recovery

Address: 28765 Pine Canyon Road, Lake Hughes, CA 93532

Telephone Number: (661) 724-0001

E-mail: lakehughesrehab@gmail.com

Signature: */s/ Kelly McClard*

VERIFICATION
(For Individual or Partnerships)

I am (one of) the complainant(s) in the above-entitled matter; the statements in the foregoing document are true of my knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

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

N/A - see Corporation Verification below
(Complainant Signature)

VERIFICATION
(For a Corporation)

I am an officer of the complaining corporation herein, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

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

Executed on 10/30/2026, at Lake Hughes, California
(date) (City)

/s/ Kelly McClard — Chief Executive Officer
Signature of Officer — Title
Kelly McClard

NUMBER OF COPIES NEEDED FOR FILING:
If you are filing your formal complaint on paper, then submit one (1) original, six (6) copies, plus one (1) copy for each named defendant. For example, if your formal complaint has one (1) defendant, then you must submit a total of eight (8) copies.

If you are filing your formal complaint electronically (visit http://www.cpuc.ca.gov/PUC/efiling for additional details), then you are not required to mail paper copies.

Mail paper copies to: California Public Utilities Commission
Attn: Docket Office
505 Van Ness Avenue, Room 2001
San Francisco, CA 94102

PRIVACY NOTICE

This message is to inform you that the Docket Office of the California Public Utilities Commission ("CPUC") intends to file the above-referenced Formal Complaint electronically instead of in paper form as it was submitted.

Please Note: Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the CPUC become a **public record** and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, E-mail address and the facts of your case may be available online for later public viewing.

Having been so advised, the Undersigned hereby consents to the filing of the referenced complaint.

/s/ Kelly McClard 10/30/2026

Signature Date

Kelly McClard, Chief Executive Officer, Lake Hughes Recovery

Print your name

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Lake Hughes Recovery, a California corporation, Complainant, vs. Southern California Edison Company (U338E), Defendant.	Case No. _____ **ATTACHMENT TO FORMAL COMPLAINT** Sections F, G and H

SECTION F: STATEMENT OF FACTS

SCE approved Complainant's solar system for operation on May 21, 2025. Seventeen months later, SCE still has not billed Complainant's six aggregated accounts correctly under Net Energy Metering. SCE also removed one benefiting account from the aggregation, has not restored it, and has given three conflicting explanations for removing it.

A. The system and the interconnection agreement

1. Complainant owns a 200-panel solar photovoltaic system at 27691 Pine Canyon Road, Lake Hughes, CA 93532. The system is rated at 53.2 kW nameplate (71.062 kW CEC-AC). SCE assigned it Generating Facility ID NST-275116 (Exhibit A).
2. Complainant and SCE executed the Net Energy Metering Interconnection Agreement (Form 16-344) and the Interconnection Facilities Financing and Ownership Agreement (IFFOA). SCE signed on September 6, 2022 and Complainant on September 8, 2022 (Exhibit A).
3. The system serves six customer accounts under a Net Energy Metering Aggregation (NEM-A) arrangement: 700899254005, 700998995364, 700998985563, 700998934639, 700899219750, and 700998946157. Complainant identified each account and meter to SCE in writing on May 19 and May 21, 2025 (Exhibit B).
4. Section 4.5 of the Interconnection Agreement requires SCE to give written approval normally within 30 business days after it receives a complete application. If SCE cannot meet that period, it must notify the applicant and the Commission of the reason and the expected completion date.
5. SCE issued Permission to Operate (PTO) on May 21, 2025, about 32 months after the agreements were executed (Exhibit B). Complainant is not aware of any notice SCE gave the Commission under Section 4.5.

B. SCE did not bill under Net Energy Metering after PTO

6. In its September 2, 2026 letter, the Consumer Affairs Branch reported the following from SCE's records (Exhibit J): (a) SCE kept the accounts on summary billing through October 9, 2025, despite the May 21, 2025 PTO; (b) the primary generating account showed zero net generation through February 2026; and (c) SCE did not obtain the needed meter data until a field visit on January 13, 2026.
7. SCE Review Manager Henry Lam confirmed on July 27, 2026 that SCE "experienced a delay in automating your account to Net Energy Metering" (Exhibit F).
8. SCE's local meter supervisor, Mr. Eddy, told Complainant that the new meter installed for the system had not been entered into SCE's billing system. On May 28, 2026 at 4:20 p.m., he photographed the meter (SCE meter 222020-046444) showing 96,017 kWh on channel 071 (Exhibit C).
9. Mr. Lam's July 27, 2026 email states that channel 071 records the net kWh sent back to the grid (Exhibit F). By SCE's own explanation, that meter has recorded 96,017 kWh of net export.
10. The Interconnection Agreement lists a different customer meter number, 222013-911770 (Exhibit A, Section 2.2). SCE has never said which meter it uses to bill the generating account.

C. SCE's credit figures do not agree with each other

11. SCE has reported different credit amounts for the same periods:

Source	Period	Credit
Rule 21 Ombudsman table, July 1, 2026 (Exh. D)	May 21 – June 24, 2025	$2,886.55 for 11,439.54 kWh
Consumer Affairs letter, Sept. 2, 2026 (Exh. J)	May 21 – June 24, 2025	$2,855.77
Consumer Affairs letter, Sept. 2, 2026 (Exh. J)	May 21 – Nov. 24, 2025	$9,406.19
Consumer Affairs total ($9,406.19 + $2,855.77)	May 21, 2025 – Jan. 2026	$12,261.96
Henry Lam email, July 27, 2026 (Exh. F)	May 21, 2025 – Jan. 26, 2026	$11,893.32

12. On July 27, 2026, Complainant asked SCE in writing for a complete, itemized report of how it calculated the credits (Exhibit F). SCE has not provided one.
13. The service account numbers in SCE's July 1, 2026 table do not match those Complainant gave SCE on May 19, 2025. Only 8018229445 and 8018229451 appear in both. Four accounts in SCE's table (8020819484, 8020819494, 8020819504, 8020819524) were never listed by Complainant (Exhibits B and D).
14. SCE has stated that Complainant declined an offer of another meter test. Complainant declined because SCE's own meter supervisor, Mr. Eddy, had inspected the meter and told Complainant it was working properly. Complainant now requests a meter test at SCE's expense, with Complainant present (Section H).

D. SCE removed Account 700899219750 from the aggregation and has not restored it

15. On May 25, 2026, SCE mailed Complainant a "Request to Discontinue Electric Service" notice for Service Account 8-700899219750 at 28501 Pine Canyon. The notice said the account would be closed effective May 12, 2026, and listed the city as Lancaster, CA 93536 (Exhibit E).
16. Complainant never requested that service be discontinued. Complainant disputed the notice in writing on June 22, 2026 (Exhibit D).
17. SCE's Rule 21 Ombudsman, Rod Vickers, wrote on June 24, 2026 that the account "was already removed from your NEM-A arrangement" and asked where SCE "got the notion to terminate that service account" (Exhibit D).
18. Mr. Vickers wrote on July 1, 2026 that the account had been reinstated (Exhibit D).
19. SCE later told the Consumer Affairs Branch a different story: that the account was disconnected on May 12, 2026 for nonpayment and lack of meter access, and restored the same day (Exhibit J).
20. SCE has therefore given three conflicting explanations for the same event: a customer request, an SCE error that was reversed, and a nonpayment disconnection.
21. SCE's online account portal showed Account 700899219750 as "DISCONNECTED" on July 27, August 6, and October 19, 2026 (Exhibit H). Complainant reported this to SCE in writing on each date (Exhibits F and I).

E. SCE's handling of the complaint

22. On July 27, 2026, SCE sent a notice signed by Kari Gardner, Manager of Consumer Affairs, stating that SCE had completed its investigation and would submit the results to the CPUC (Exhibit G). Complainant received it on July 28, 2026 at 10:46 a.m.
23. At 12:08 p.m. the same day, Mr. Lam wrote, "Please disregard the previous email," and said he needed time to find out "what exactly happened" (Exhibit F).
24. Complainant gave Mr. Lam a direct phone number on July 28, 2026. Complainant received no further findings from Mr. Lam.
25. On October 19, 2026, Complainant wrote to Mr. Lam and the Rule 21 Ombudsman that the account remained disconnected, despite their promises by email and phone to reconnect it (Exhibit I). SCE has not fixed it.

F. Interconnection cost true-up

26. Under the IFFOA, Attachment A, Complainant advanced $39,668.71 based on an estimated Added Facilities Investment of $21,333.00 (Exhibit A).
27. Section 8.2 of the IFFOA requires SCE to revise these charges to its recorded book costs and to refund any resulting credit to the Customer.
28. The "Recorded Cost" column in Attachment A is still blank. SCE has not given Complainant a true-up to recorded costs.

SECTION G: SCOPING MEMO INFORMATION

1. **Proposed category:** Adjudicatory. The complaint challenges SCE's application of its tariffs and agreements, not the reasonableness of its rates.
2. **Hearings needed:** Yes. The facts in dispute include meter readings, credit amounts, and the reason Account 700899219750 was removed.
3. **Complaint type:** Regular Complaint. The amount in dispute exceeds the $5,000 limit for an expedited complaint filed by a corporation.
4. **Issues to be considered:**
   (a) Whether SCE failed to bill Complainant's six aggregated accounts under its Net Energy Metering and NEM Aggregation tariffs from the May 21, 2025 PTO date to the present.
   (b) Whether the credits SCE has issued are complete and correctly calculated from actual meter data, given SCE's conflicting figures of $11,893.32 and $12,261.96.
   (c) Which meter SCE uses to bill the generating account, and whether SCE's billing data matches the 96,017 kWh net export recorded on channel 071 of meter 222020-046444.
   (d) Whether SCE improperly removed Account 700899219750 from the aggregation without a customer request, and whether it must restore the account retroactive to May 12, 2026 and rebill it.
   (e) Whether Complainant is owed reparations for amounts paid since May 21, 2025 that would not have been due under correct NEM billing.
   (f) Whether SCE must true up the IFFOA charges to recorded costs under Section 8.2 and refund any excess of the $39,668.71 advanced.
   (g) Whether SCE complied with Section 4.5 of the Interconnection Agreement and the Rule 21 timelines between September 2022 and May 21, 2025.
5. **Proposed schedule:** Prehearing Conference, December 8, 2026; Hearing, January 5, 2027.

SECTION H: WHEREFORE, COMPLAINANT REQUESTS AN ORDER

Complainant respectfully requests that the Commission order Southern California Edison Company to:

1. **Restore the account.** Within 30 days, restore Customer Account 700899219750 and all of its service accounts to active service and to the NEM Aggregation arrangement under NST-275116, retroactive to May 12, 2026.
2. **Rebill all six accounts.** Rebill all six aggregated accounts under the applicable NEM, NEM Aggregation, and Time-of-Use schedules from May 21, 2025 to the date of the order, using actual meter data.
3. **Provide an itemized accounting.** For each account and billing period, show the kWh imported and exported by time-of-use period, the rate applied to each, and the credit allocated to each account; reconcile these figures to the meter registers; and explain the difference between SCE's $11,893.32 and $12,261.96 credit totals.
4. **Identify and test the meter.** Identify the meter used to bill the generating account, explain the difference between meters 222020-046444 and 222013-911770, and test that meter at SCE's expense, with Complainant allowed to attend.

5. **Pay reparations.** Refund or credit every amount Complainant paid since May 21, 2025 that would not have been due under correct NEM billing.
6. **Produce the bills.** Provide Complainant copies of all billing statements for the six accounts from May 2025 to the present, including the annual true-up statement.
7. **True up the interconnection charges.** Provide the recorded costs of the Added Facilities under IFFOA Section 8.2 and refund any amount advanced above those costs.
8. **No disconnection over disputed amounts.** While this complaint is pending, do not disconnect or remove any of the six accounts for amounts in dispute.
9. **Keep billing correct going forward.** Credit and reconcile all six accounts every month under the aggregation arrangement, as Agreement NST-275116 and SCE's tariffs require.
10. Grant such other relief as the Commission finds just and reasonable.

EXHIBITS

Exh.	Document	Date
A	Interconnection Agreement and IFFOA, NST-275116, with DocuSign certificate	Sept. 6–8, 2022
B	Site and meter map; emails with Kaitlyn Figueroa, incl. SCE deficiency notice and PTO issued	Mar. 2022; May 19–21, 2025
C	Photo of SCE meter 222020-046444 showing 96,017 kWh on channel 071	May 28, 2026, 4:20 p.m.
D	Emails with the Rule 21 Ombudsman (Rod Vickers), incl. credit table	June 19 – July 1, 2026
E	SCE notice "Request to Discontinue Electric Service," Acct. 8-700899219750	May 25, 2026
F	Emails with Henry Lam and Complainant's replies	July 27 – Aug. 6, 2026
G	SCE "Your Complaint Has Been Closed" notice (Kari Gardner)	July 27, 2026
H	SCE online account screenshots showing "DISCONNECTED"	July 27, Aug. 6, Oct. 19, 2026
I	Complainant's email to Henry Lam and the Rule 21 Ombudsman	Oct. 19, 2026
J	Consumer Affairs acknowledgment, informal appeal, and final letter (File 737587)	Aug. 11, Aug. 14, Sept. 2, 2026
K	CPUC e-filing receipt, Confirmation No. 0000233915	June 18, 2026

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT A

Interconnection Agreement and IFFOA, NST-275116, with DocuSign certificate

Executed September 6–8, 2022

Contents:

• NEM Interconnection Agreement (Form 16-344), IFFOA with Attachment A, and DocuSign certificate

DocuSign Envelope ID: 44D2EC4B-8742-4A4E-A3CB-6552613FA543

SOUTHERN CALIFORNIA EDISON COMPANY
NET ENERGY METERING AND RENEWABLE ELECTRICAL GENERATING FACILITY INTERCONNECTION AGREEMENT FOR GENERATING FACILITIES SIZED ONE MEGAWATT AND SMALLER

This Net Energy Metering (NEM) and Renewable Electrical Generating Facility Interconnection Agreement ("Agreement") is entered into by and between Lake Hughes Recovery Estates, Inc ("Customer"), and Southern California Edison Company ("SCE"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. APPLICABILITY

This Agreement is applicable only to Customers who satisfy all requirements of the definition of a Renewable Electrical Generating Facility ("Generating Facility") sized one megawatt (MW) and smaller as set forth in paragraph 1 of subdivision (a) of Section 25741 of the California Public Resources Code and all conditions and requirements as specified in Schedule NEM and its successor, Schedule NEM-ST.

2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT

2.1 Generating Facility Identification Number: NST-275116

2.2 Customer Meter Number: 222013-911770

2.3 Customer Service Account Number: 8005057869

2.4 Applicable Rate Schedule: TP2D49

2.5 Generating Facility Location: 27691 Pine Canyon Rd
Lake Hughes, CA 93532

2.5.1 This agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.5.2 This Agreement is applicable only to Renewable Electrical Generating Facilities, which includes biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells (using renewable fuel), small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements using such technology.

2.5.3 Renewable Electrical Generating Facilities using fuel cells, municipal solid waste conversion, and small hydroelectric generating will be required to sign an Affidavit (Form 14-912) certifying the following criteria have been met:

a) For purposes of this Agreement, qualifying "solid waste conversion" is defined pursuant to Public Resources Code Section 25741(b)(3).

b) For purposes of qualifying under "fuel cell" using renewable fuels, the Generating Facility must use technology the California Public Utilities Commission ("Commission") determines will achieve reductions in emissions of greenhouse gases and meet emissions requirements for eligibility for funding pursuant to the Self-Generation Incentive Programs.

c) A "small hydroelectric" generating facility is not an eligible Generating Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow.

2.6 Generating Facility Technology (technologies using the renewable resources reflected above): Solar PV

DocuSign Envelope ID: 44D2EC4B-8742-4A4E-A3CB-6552613FA543

2.7 Generating Facility Nameplate Rating (kW): 53.2

2.8 Generating Facility CEC-AC Rating or Equivalent (kW): 71.062

2.9 Estimated monthly energy production of Generating Facility (kWh): 122,795

3. METERING AND BILLING:

3.1 Metering requirements and billing procedures shall be set forth in SCE's, Electric Service Provider's and/or Community Choice Aggregator's/Community Aggregator's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

3.2 MONTHLY BILLING ELECTION:

By default, Residential and Small Commercial NEM Customers are billed (i.e., required to pay) ANNUALLY for their energy charges. However, the provisions of Schedules NEM and NEM-ST provide that "Upon a Customer's request, SCE shall permit a Residential or Small Commercial Customer to pay all applicable energy charges monthly.

Customers on monthly billing will receive monthly bill statements showing both the energy and non- energy related billing components and corresponding charges, and will be required to pay any positive energy charges monthly.

Having considered billing options that are available, I hereby request for monthly billing for the Customer Service Account Number listed above. _____ (initial here)

4. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:

4.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

4.2 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the Commission regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21 – Generating Facility Interconnections.

4.3 For Customers interconnecting a Generating Facility under the provisions of Schedule NEM-ST, the Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. In appropriate circumstances conforming to industry practice, this requirement may rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation). Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may also be used for technologies eligible for the SGIP.

4.4 For Customers interconnecting a solar Generating Facility under the provisions of Schedule NEM-ST, all major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). For all NEM-ST Generating Facilities, any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").

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4.5 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE. SCE shall normally provide such written approval no later than 30 business days following SCE's receipt of (1) a completed Net Energy Metering Application including all supporting documents and required payments, (2) a completed signed Net Energy Metering Interconnection Agreement, and (3) evidence of the Applicant's final electric inspection clearance from the Local Authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, SCE shall notify Applicant and the Commission of the reason for the inability to process the interconnection request and the expected completion date.

4.6 SCE shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility.

4.7 Customer shall not add generation capacity in excess of the ratings set forth in Sections 2.7 and 2.8 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE.

4.8 Customers interconnecting inverter-based Generating Facilities are required to comply with the requirements of Section Hh of SCE's Electric Rule 21, including configuration of protective settings in accordance with the specifications therein. Verification of compliance with such requirements shall be provided by the Customer upon request by SCE in accordance with SCE's Electric Rule 21.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

5.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:

(a) Whenever SCE deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b) Whenever SCE determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.

5.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

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6. ACCESS TO PREMISES:

SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only.

(a) To inspect Customer's protective devices or check meter(s); to ascertain there is no power flow; or

(b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's discretion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

7. INDEMNITY AND LIABILITY:

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

7.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused.

8. GOVERNING LAW:

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This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. CALIFORNIA PUBLIC UTILITIES COMMISSION:

9.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.

9.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 A new Customer of Record or New Party In ("NPI") who owns, leases, or rents a premises with an operating NEM Generating Facility, previously approved by SCE for Parallel Operation, does not have to submit a new interconnection agreement as long as the Customer meets the requirements of Schedule NEM or its successor, Schedule NEM-ST, as applicable. This will also apply to premises where the developer/contractor establishes the interconnection, so that the Customer who buys/rents/leases the premises will not have to re-submit and sign a new interconnection agreement.

A new Customer of Record or NPI, who owns, rents or leases a premises that includes NEM Generating Facilities with a capacity of 30 kW or less, that were approved by SCE for Parallel Operation prior to the new Customer or NPI moving in and/or taking electric service with SCE will take service on Schedule NEM or its successor, Schedule NEM-ST, as applicable, as long as the requirements of this section are met in accordance with the transition provisions contained in Schedules NEM and NEM-ST, as applicable. To be eligible, the new Customer or NPI must (1) ensure that the Generating Facility is compliant with all applicable safety and performance standards as delineated in SCE's Electric Rule 21 and other applicable tariffs in effect at the time of initial approval for Parallel Operation; (2) keep in force the amount of property, commercial general liability and/or personal

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liability insurance the NPI or new Customer has in place at the time it initiates service on this tariff; and, (3) understand that SCE may from time to time release to the CEC and/or the Commission, information regarding the new Customer or NPI's Generating Facility, including NPI or new Customer's name and Generating Facility location, capacity and operational characteristics. SCE will provide the NPI or new Customer with (i) a copy of the interconnection agreement in effect and as signed by the previous customer, which will remain unchanged, (ii) a copy of the NEM Fact Sheet on operation and billing, and (iii) SCE's website information on the NEM or NEM-ST tariffs.

10.6 A new Customer or NPI who owns, rents or leases a premises that includes a NEM Generating Facility above 30 kW will need to sign a new interconnection agreement. If no changes are made to the interconnection facilities, the agreement will have identical terms and conditions as the ones approved for the previous customer.

11. NOTICES:

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

SOUTHERN CALIFORNIA EDISON COMPANY:
Attn: NEM Program Administrator
SCE Customer Solar & Self Generation
P.O. Box 800
Rosemead, CA 91770

CUSTOMER:
Account Name: Lake Hughes Recovery Estates
Mailing Address: 28765 Pine Canyon Road
Mailing City: Lake Hughes Mailing State: CA
Mailing Zip Code: 93532

11.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1

12. TERM AND TERMINATION OF AGREEMENT:

12.1 This Agreement shall become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents and payments, and this completed Agreement signed by the Customer and SCE, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 11.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Sections 2827(b)(4) or 2827.1(a) of the California Public Utilities Code; or (c) termination of Customer's NEM arrangements with its Electric Service Provider, Community Choice Aggregator or Community Aggregator.

13. TRANSITION PROVISIONS:

13.1 Customers receiving service on Schedule NEM, or who have submitted all documentation necessary for receiving service on Schedule NEM, prior to SCE reaching its NEM trigger level or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in Schedule NEM.

13.2 Customers receiving service on Schedule NEM-ST, or who have submitted all documentation necessary for receiving service on Schedule NEM-ST, are subject to the transition provisions as outlined in Schedule NEM-ST.

14. REQUIRED DISCLOSURE

This Agreement is subject to SCE's Rule 21 protocols, including the Confidentiality provisions (Section D.7) and the Required Disclosure (Section D.7.d). As a condition of interconnection, pursuant to the California Public Utilities Commission (CPUC) Decisions (D).14-11-001 and D.21-06-026, SCE is required to provide certain data, including, but not limited to, confidential customer information, to the CPUC, its contractors, the California Department of Consumer Affairs Contractors State License Board, and the California Department of Financial Protection & Innovation. Customer authorizes SCE to release any and all information contained in the application for interconnection to the entities identified above without further notification or consent.

15. SIGNATURES:

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 12.1 above.

	CUSTOMER	**SOUTHERN CALIFORNIA EDISON COMPANY**
By:	DocuSigned by: Alexander Frankian E78E46DB685Z424...	DocuSigned by: Marcus Lotto 8354FDE1FE4A40B...
Name:	Alexander Frankian	Marcus Lotto
Title:	CEO	Senior Manager, Grid Interconnection & Contract Development
Date:	9/8/2022	9/6/2022

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1. PARTIES:

The Parties to this Interconnection Facilities Financing and Ownership Agreement (IFFOA) are, Lake Hughes Recovery Estates, Inc (Customer), and Southern California Edison Company, (SCE). Customer and SCE are sometimes referred to herein individually as "Party," and collectively as "Parties."

2. RECITALS:

2.1 Customer has applied to interconnect a 53.2 kW (71.062 kW CEC-AC) Generating Facility that will be operated in parallel with SCE's Distribution System. Said Generating Facility is described in Section 2 of the Net Energy Metering and Renewable Electrical Generating Facility Interconnection Agreement ("GFIA") between the Parties dated 9/8/2022 _____, and in Section 5 of Attachment A of this IFFOA. SCE has assigned the Generating Facility identification number "NST-275116" to this facility.

2.2 The electrical facilities installed, owned, operated and maintained by SCE described in Sections 1 and 2 of Attachment A, attached hereto, are required to interconnect Customer's Generating Facility to SCE's Distribution System pursuant to SCE's Rule 21. Such electrical facilities may include Interconnection Facilities, Distribution Upgrades and Network Upgrades.

2.3 Pursuant to SCE's Rule 21 the Interconnection Facilities installed, owned, operated and maintained by SCE are provided at the Customer's expense as "Added Facilities" as defined in SCE's Rule 2.H.

3. AGREEMENT:

The Parties agree as follows:

3.1 Unless otherwise defined herein, initially capitalized terms shall have the same meanings as defined in the GFIA or Section C of SCE's Rule 21.

3.2 The Parties agree to the arrangements as indicated in this Section 3.2 for the financing, design, installation, operation, maintenance, and ownership of the Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Attachment A, attached hereto.

3.2.1 SCE, at Customer's expense, shall install, own, operate, and maintain the Interconnection Facilities described as "Customer-Financed Added Facilities" in Attachment A, attached hereto.

3.2.2 SCE shall install, own, operate, and maintain the Distribution Upgrades and Network Upgrades, if any, described in Attachment A. In accordance with Section E.4 of Rule 21, Generating Facilities interconnecting pursuant to a NEM generating facility interconnection agreement are exempt from any costs associated with Distribution Upgrades or Network Upgrades.

3.2.3 Customer shall finance, install, own, operate, and maintain the Interconnection Facilities described as "Customer-Constructed and Owned Interconnection Facilities" in Attachment A.

4. TERM AND TERMINATION:

4.1 This IFFOA shall become effective as of the last date entered in Section 11 below. The IFFOA shall continue in full force and effect until terminated by (1) either Party on at least thirty (30) days advance written notice or (2) the end of the 20-year term provided under Section 6.3(b) herein or (3) termination of the GFIA. Upon termination, Customer shall pay all costs and charges incurred to the date of termination pursuant to Section 8.9

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herein, including but not limited to charges for engineering, surveying, right-of-way and easement acquisition expenses or any other expense incurred by SCE for the Customer, even if the Interconnection Facilities have not been installed.

4.2 Customer agrees to utilize the Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Attachment A, attached hereto, in accordance with Prudent Electrical Practices. If Customer fails to so utilize said Interconnection Facilities, Distribution Upgrades and Network Upgrades, SCE may terminate this IFFOA, and remove the Interconnection Facilities, Distribution Upgrades and Network Upgrades, and Customer shall be subject to the Termination Charge pursuant to Section 8.9 herein.

5. PROJECT DEVELOPMENT MILESTONES:

Project development milestones, if applicable, identified by SCE are described in Section 4 of Attachment A, attached hereto.

6. INTERCONNECTION FACILITIES PROVIDED AS CUSTOMER-FINANCED ADDED FACILITIES:

The following shall apply for that portion of the Interconnection Facilities specified in Attachment A, attached hereto, as "Customer-Financed Added Facilities."

6.1 SCE shall, pursuant to SCE's Rule 21, engineer, design, procure equipment and materials, construct, install, own, operate, and maintain the Customer-Financed Added Facilities.

6.2 Customer shall pay to SCE in advance of construction, the estimated total Added Facilities Investment of said Customer-Financed Added Facilities, as set forth in Attachment A, attached hereto, as may be revised pursuant to Sections 8.2 and/or 8.3, herein. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement Part M as filed with the Commission and as may be revised from time to time.

6.3 In addition to the payment required under Section 6.2 herein, Customer shall pay to SCE an ownership charge determined as the product of (1) the total Added Facilities Investment in Customer-Financed Added Facilities as set forth in Attachment A, attached hereto, as may be revised pursuant to Sections 8.2 and/or 8.3 herein, and (2) the rate established for the replacement coverage option for "Customer-Financed Added Facilities" agreed to by the Parties as reflected in this Section 6.3 as set forth in SCE's Rule 2.H as filed with the Commission and as may be revised from time to time. Whenever Added Facilities are replaced, the Added Facilities Investment amount used as the basis for determining the ownership charge Customer pays SCE shall be subject to the conditions set forth in Section 8.6 or 8.7 herein. The replacement coverage option for Customer-Financed Added Facilities is as follows:

☒ (a) Replacement Coverage into Perpetuity

Under this option, Customer shall pay to SCE, at SCE's sole option, either:

☐ (1) A Monthly Charge determined by SCE based upon an initial monthly rate of **0.39 %** times the total Added Facilities Investment amount; or,

☒ (2) A One-Time Payment determined by SCE representing the present value of the sum of the Monthly Charges for the total Added Facilities Investment amount.

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☐ (b) Replacement Coverage with 20-Year Term

Under this Option, for a term of 20 years beginning with the date said Added Facilities are first made available for Customer's use, Customer shall pay to SCE a Monthly Charge determined by SCE based upon an initial monthly rate of **0.32 %** times the total Added Facilities Investment amount. At the end of the 20-year term, this IFFOA shall terminate. If the Parties elect to continue to utilize the Added Facilities past the term of this IFFOA, Customer and SCE may execute a new Added Facilities agreement.

☐ (c) Without Replacement Coverage

Under this option, Customer shall pay SCE a Monthly Charge determined by SCE based upon an initial monthly rate of **0.29 %** times the total Added Facilities Investment amount.

7. INTERCONNECTION FACILITIES PROVIDED AS CUSTOMER-CONSTRUCTED AND OWNED INTERCONNECTION FACILITIES:

For that portion of the Interconnection Facilities specified in Attachment A, attached hereto, as "Customer-Constructed and Owned Interconnection Facilities", the Customer is subject to the following:

7.1 At Customer's expense, Customer shall finance, engineer, design, acquire equipment and materials, construct, obtain rights-of-way as necessary, install, own, lease or rent, operate, and maintain the Customer-Constructed and Owned Interconnection Facilities. The Customer-Constructed and Owned Interconnection Facilities shall be engineered, designed and constructed to be compatible with SCE's Interconnection Facilities, Distribution Upgrades and Network Upgrades, and in accordance with SCE's Rule 21, as applicable.

7.2 SCE shall, at Customer's expense, review Customer's design and require modifications that SCE reasonably determines necessary to assure compatibility with SCE's electrical system and assure SCE system integrity.

7.3 Customer shall notify SCE at least thirty (30) days prior to the Parallel Operation of Customer's Generating Facility and SCE shall have the right to inspect the Customer-Constructed and Owned Interconnection Facilities and shall notify Customer of any deficiencies within five (5) days after inspection. Customer must correct any deficiencies prior to Parallel Operation of the Generating Facility.

8. INTERCONNECTION FACILITIES BILLING:

8.1 Customer shall pay to SCE in advance of any construction by SCE, any one-time costs (including, when applicable, the ITCC) to rearrange existing facilities and/or to provide facilities normally installed by the Customer as set forth in Attachment A, attached hereto, as "One-Time Costs."

8.2 Unless otherwise agreed in writing, the costs and charges paid by Customer pursuant to Sections 6.2, 6.3, 7.2, 8.1, and 8.9 herein shall initially be based upon estimated costs. When the recorded book costs have been determined by SCE, the costs and charges paid by Customer under this IFFOA shall be revised to be based upon such recorded costs and adjusted retroactively to the date when service was first available by means of such Added Facilities. By executing this IFFOA, Customer has been informed and understands SCE's determination of recorded book cost may be delayed and that unless otherwise agreed, retroactive adjustments resulting from such determination may occur at anytime during the term of this IFFOA. All amounts billed under this IFFOA, unless other terms are mutually agreed upon, shall be payable to SCE within thirty (30) days

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from the date of presentation of a bill. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Customer.

8.3 SCE shall have the right to revise the initial estimated costs and bill Customer using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Attachment A, attached hereto, or a superseding Attachment A and provide a copy to Customer. SCE shall commence billing the costs and charges paid by Customer pursuant to this IFFOA using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Customer.

8.4 Whenever the ownership charge is to be paid by Customer as a Monthly Charge pursuant to Section 6.3 herein, the Monthly Charge shall automatically increase or decrease without formal amendment to this IFFOA if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization.

8.5 If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Customer shall be notified of such necessity and shall be given the option to either terminate this IFFOA in accordance with Sections 4 and 8.9 herein, or to pay to SCE additional amounts consisting of:

(a) Revised costs and charges based on the total net additional installed cost of all new and remaining Added Facilities. Such revised costs and charges shall be determined, as applicable, in the same manner as described in Sections 6.2 and 6.3 herein; plus

(b) An additional payment of ITCC, and/or one-time cost, if any, for any new Added Facilities which shall be determined in the same manner as described in Sections 6.2 and 8.1 herein; plus

(c) The cost to remove any portion of the Added Facilities that are no longer necessary because of alteration or rearrangement, such charge is to be determined by SCE in the same manner as described in Section 8.9 herein.

8.6 Whenever Added Facilities are replaced due to damage (caused by other than the Customer’s intentional or negligent conduct) or equipment failure and replacement coverage is provided pursuant to Sections 6.3(a) or (b) herein, such replacement will be at SCE's expense with no change in the Added Facilities Investment amount.

8.7 Whenever Added Facilities are replaced (1) due to damage or equipment failure and replacement coverage is not provided pursuant to Section 6.3(c) herein, or (2) due to Customer’s increased load or generation levels, as determined by SCE, or (3) Customer’s intentional or negligent conduct, such replacement will be made by SCE at the Customer’s expense, including any applicable ITCC. Any additional amounts due to SCE as a result of such replacement shall be payable by the Customer to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities Investment, the Monthly Charge will be adjusted based on the revised added investment amount effective with the date the replaced Added Facilities are first available for Customer’s use. Except that, where the replacement of Added Facilities is solely required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase shall be made in the Added Facilities Investment amount or the Monthly Charge.

8.8 Except as otherwise provided in this IFFOA, SCE shall have the right to charge Customer under the terms and conditions of this IFFOA commencing with the date SCE, in its sole opinion, determines the Added Facilities are available for Customer’s use.

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8.9 Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this IFFOA, or otherwise:

(a) Customer shall pay to SCE on demand (in addition to all other moneys to which SCE may be legally entitled by virtue of such termination) a Termination Charge defined as the costs estimated, subject to Sections 8.2 and 8.3, herein, by SCE to install and/or remove said facilities, less the estimated salvage value of the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of said Added Facilities, the Termination Charge shall be reduced by 20 percent each year until the total Termination Charge is zero.

(b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities, Distribution Upgrades or Network Upgrades located on the Customer's property.

(c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities, Distribution Upgrades or Network Upgrades located on property other than Customer's property. Where all or any portion of the Added Facilities located on property other than Customer's property are retained in place and used by SCE to provide permanent service to other customers, the facility Termination Charge described in Section 8.9(a), herein, shall be reduced by the recorded installed cost of the retained facilities.

8.10 SCE may, at its sole discretion at any time during the term of this IFFOA, require Customer to provide and maintain a performance bond, a letter of credit, an escrow account, or other security, to SCE's satisfaction, securing to SCE the payment of the Termination Charge described in Section 8.9, herein. Customer's failure to provide such security to SCE's satisfaction shall result in termination of this IFFOA.

8.11 Customer shall not be required to pay the Termination Charge specified in Section 8.9, herein if termination of the use of the Added Facilities is caused solely by SCE. Termination pursuant to Section 4.2 herein or Section 12.2 of the GFIA shall be deemed not to have been caused solely by SCE.

8.12 Should any amount billed pursuant to this IFFOA not be paid by Customer, SCE shall at any time be entitled to collect such amounts through an offset against any amount SCE may owe to Customer.

9. GENERAL PROVISIONS:

9.1 Unless otherwise provided for in this IFFOA, Interconnection Facilities connected to SCE's side of the Point of Common Coupling shall be provided, installed, owned, and maintained by SCE at Customer's expense in accordance with SCE's Rule 21.

9.2 SCE shall not be obligated to begin construction of Added Facilities prior to Customer's payment of all moneys due as described in Sections 6.2, 6.3, and 8.1, and 8.9 herein.

9.3 Where it is necessary to install Added Facilities, Distribution Upgrades or Network Upgrades on Customer's property, Customer hereby grants to SCE (a) the right to make such installation on Customer's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Customer's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities, Distribution Upgrades or Network Upgrades. Customer shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Customer's property for any facilities of SCE.

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9.4 Where formal rights-of-way or easements are required in, on, under, or over Customer's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this IFFOA in accordance with Section 4, SCE shall quitclaim all easements and rights of way in, on, under, and over Customer's property, which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities, Distribution Upgrades or Network Upgrades.

9.5 SCE shall not be responsible for any delay in completion of the installation of the Added Facilities, Distribution Upgrades or Network Upgrades including, but not limited to, delays resulting from shortage or labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation, or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.

9.6 SCE shall not be liable for any loss, damage, or injury arising from SCE's installation, operation, maintenance, or control of the Added Facilities, unless such loss, damage, or injury results from SCE's sole negligence, and, in no event, shall SCE be liable for loss of profits, revenues, or other consequential damages. No adjustment shall be made to reduce billings if damages to, or malfunction of the Added Facilities results from any cause other than the negligence or willful act of SCE.

9.7 Added Facilities, Distribution Upgrades and Network Upgrades provided hereunder shall at all times remain the property of SCE.

9.8 This IFFOA supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.

9.9 This IFFOA may not be assigned if such assignment would cause the Generating Facility identified in Section 2.1 to no longer comply with the provisions of California Public Utilities Code Section 2827 and SCE's NEM tariff. Customer may assign this IFFOA only with SCE's written consent. Such consent shall not be unreasonably withheld. Such assignment shall be deemed to include, unless otherwise specified therein, all of Customer's rights to any refunds, which might become due upon discontinuance of the use of any Added Facilities.

10. GOVERNING LAW

This IFFOA shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California and shall, to the extent provided by law, at all times be subject to applicable tariff rules and modification of such rules as directed by the Commission in the exercise of its jurisdiction.

11. SIGNATURES

This IFFOA may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this IFFOA as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this IFFOA on the basis of the Best Evidence Rule or similar rule of admissibility.

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IN WITNESS WHEREOF, the Parties hereto have caused this IFFOA to be executed by their duly authorized representatives. This IFFOA is effective as provided in Section 4.1 above.

LAKE HUGHES RECOVERY ESTATES, INC		**SOUTHERN CALIFORNIA EDISON COMPANY**	
By:	DocuSigned by: Alexander Franklian E78F49DB6857424...	By:	DocuSigned by: Marcus Lotto 8354FDE4EF4A40B...
Name:	Alexander Franklian	Name:	Marcus Lotto
Title:	CEO	Title:	Senior Manager, Grid Interconnection & Contract Development
Date:	9/8/2022	Date:	9/6/2022

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1. Added Facilities Investment for Customer- Financed Added Facilities
(Provided per Section 3.2.1)

	Interconnection Facilities Component	Original Estimate	Revised Estimate	Recorded Cost
A.	(i.) replace existing 25 kVA 12kV/240V overhead transformer with a new 50 kVA 12kV/240V overhead transformer (ii.) replace existing 1 run of 4 AWG secondary conductor with new one (1) run of 4/0 AWG (iii.) install new 400A 1PH self-contained (class 320) revenue meter	$21,333.00		
B.	**Total Added Facilities Investment**	**$21,333.00**		
C.	**Income Tax Component of Contribution (ITCC)** (B x 24%) (effective 1/1/18)	$5,119.92		
D.	**One-Time Costs** None	$0.00		
E.	**One-Time Payment** representing the present value of the sum of the Monthly Charges for the Added Facilities Investment amount shown in Row B above pursuant to Section 6.3(a)(2) of this IFFOA. (($21,333.00) x **61.95%**)	$13,215.79		
F.	**Total Amount to be Advanced by Customer** (B.+ C.+ D.+E.)	**$39,668.71**		

2. Description of Distribution Upgrades and Network Upgrades
(Provided per Section 3.2.2)

Distribution Upgrades:
None.
Network Upgrades:
None.

3. Description of Customer - Constructed and Owned Facilities (Provided per Section 3.2.3)

Interconnection Facilities Component
a. All generating unit protective relays, controls and switchgear in compliance with SCE's Rule 21 and Electrical Service Requirements (ESR).

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Customer is responsible to procure and construct underground duct banks and related structures required for the Customer-Financed Added Facilities ("Civil Construction") in accordance with specifications and designs provided by SCE. SCE may subsequently determine that the Civil Construction, or a portion thereof, may need to be owned by SCE. Upon such determination, the Civil Construction, or a portion thereof, will be reclassified as Customer-Financed Added Facilities, and Customer shall be required to transfer ownership to SCE. Customer understands and acknowledges that upon such transfer, it shall provide to SCE the final costs of the Civil Construction actually transferred in a form acceptable to SCE, and Customer shall be responsible for the ITCC and One-Time Payment, for the portion of the Civil Construction transferred to SCE.

Note: Cost information need not be provided for Customer-Constructed and Owned Facilities.

4. Milestones

Milestone	Activity	Responsible Party	Duration
1	Provide project payment(s) to SCE	Customer	Within twenty (20) business days from Effective Date
2	Submit complete design package covering all aspects of the Project	Customer	Within twenty (20) business days of Effective Date
3	Review and approval of Customer's Design Package	SCE	Within five (5) business days of receiving Milestone 2
4	Draft Preliminary Design for Interconnection Facilities on the distribution circuit[1]	SCE	Within forty (40) business days from approval of Milestone 3
5	Approve preliminary design for Interconnection Facilities related to the Method of Service on the distribution circuit	Customer	Within five (5) business days of receiving Milestone 4
6	Complete Final Design for Interconnection Facilities	SCE	Within twenty (20) business days of completion of Milestone 5
7	Complete below grade civil work[2] with SCE inspection and oversight	Customer	Within twenty (20) business days of completion of Milestone 6
8	Complete construction of the Interconnection Facilities	SCE	Within sixty (60) business days following the completion of Milestone 7

[1] additional time will be required between Milestone 5 and 6 if re-design is deemed to be necessary due to potential changes identified by either SCE or the Applicant during project execution.

[2] delays in obtaining requisite easements and/or permits and customer delays in constructing all civil work for the underground scope in accordance with SCE Electrical Design Standards will result in additional time required to complete Milestone 8 as completion of this milestone within the timeframe defined is dependent on completion of all civil work.

DocuSign Envelope ID: 44D2EC4B-8742-4A4E-A3CB-6552613FA543

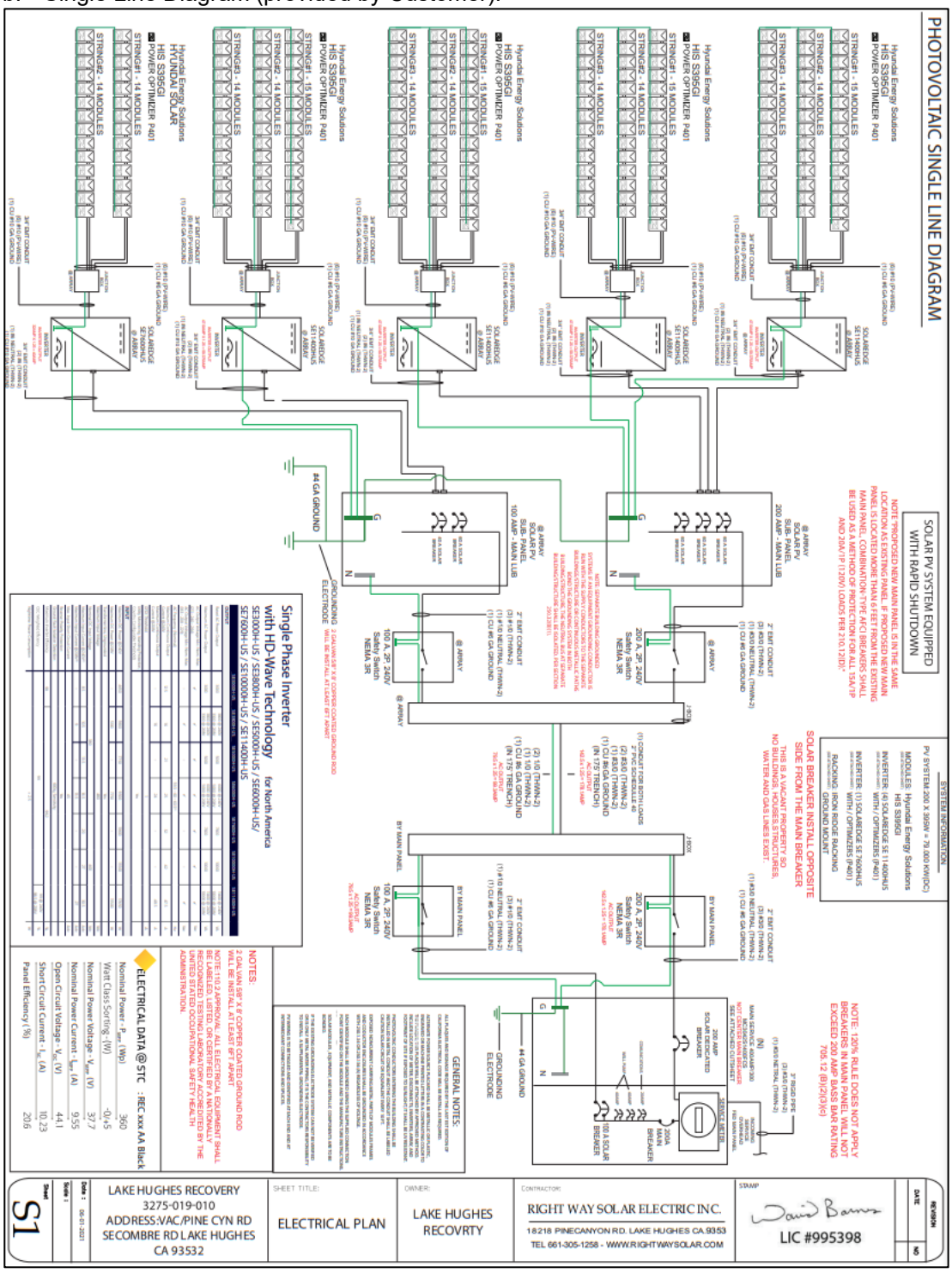
9	In-Service Date and schedule commissioning testing	Customer	Following completion of Milestone 8
10	Testing of SCE's Interconnection Facilities and testing of the Customer's Interconnection Facilities and Generating Facility in accordance with Rule 21 Sections F.5 and L.5	Customer and SCE	Within 10 BD from Milestone 9
11	Notification to SCE of completion of commissioning testing in accordance with Rule 21 Sections F.5 and L.5	Customer	Following completion of Milestone 10
12	SCE's written authorization for Parallel Operation of the Generating Facility in compliance with Rule 21 Section F.5b	SCE	Within 3 BD from Milestone 11
13	Expected date of Parallel Operation	Customer	Following completion of Milestone 12, which is 163 BD from Milestone 2

5. Description of Generating Facility and Single Line Diagrams

a. Description of Generating Facility: All equipment and facilities comprising the Customer's 53.2 kW (71.062 kW CEC-AC) solar photovoltaic generating facility in Lake Hughes, California, as disclosed by the Customer in its Application, which consists of (i) four (4) SolarEdge Technologies SE11400H-US (240V) [SI1] inverters, one (1) SolarEdge Technologies SE7600H-US (240V) [SI1] inverter, two hundred (200) Hyundai Energy Solutions HiS-S395GI PV panels, (ii) the associated infrastructure, (iii) meters and metering equipment, and (iv) appurtenant equipment.

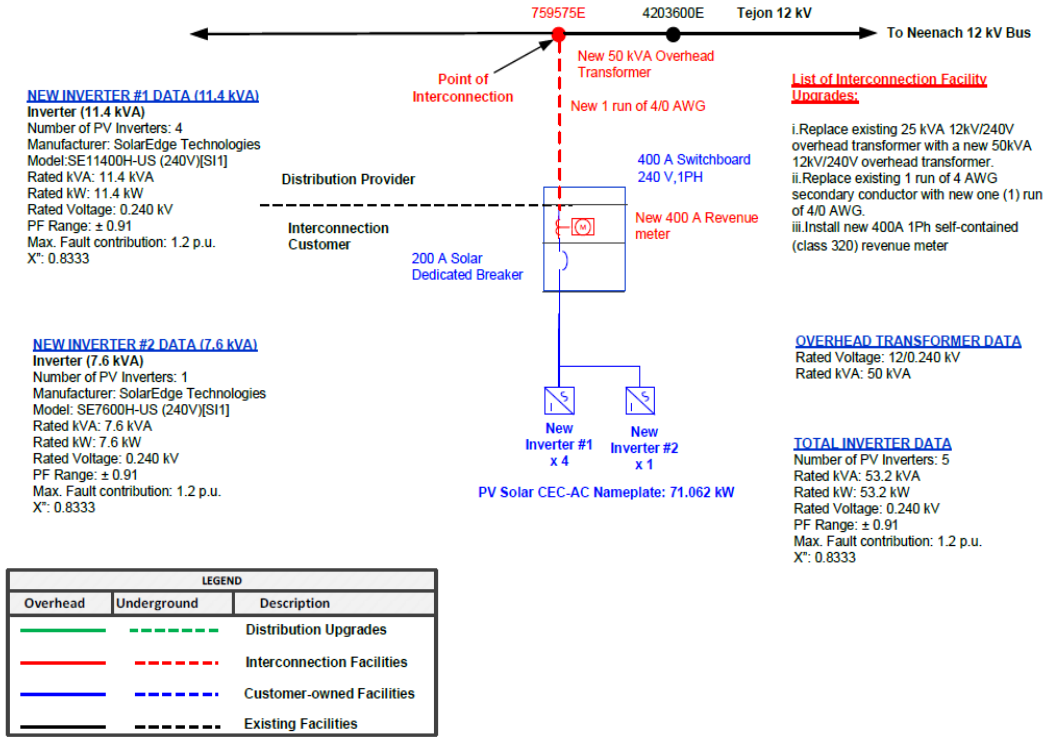
DocuSign Envelope ID: 44D2EC4B-8742-4A4E-A3CB-6552613FA543

b. Single Line Diagram (provided by Customer):



DocuSign Envelope ID: 44D2EC4B-8742-4A4E-A3CB-6552613FA543

c. Single Line Diagram (method of service provided by SCE):



DocuSign

Certificate Of Completion

Envelope Id: 44D2EC4B87424A4EA3CB6552613FA543
Subject: SCE Request for Signature of NST-275116
Custom Envelope Field: NST
Source Envelope:
Document Pages: 19
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Annette Ramos
P.O. Box 700
Rosemead, CA 91770
ANNETTE.RAMOS@SCE.COM
IP Address: 163.116.132.114

Record Tracking

Status: Original
9/2/2022 2:15:59 PM

Holder: Annette Ramos
ANNETTE.RAMOS@SCE.COM

Location: DocuSign

Signer Events	Signature	Timestamp
Marcus Lotto marcus.lotto@sce.com Security Level: Email, Account Authentication (None)	DocuSigned by: Marcus Lotto 8354FDE4FF4A40B... Signature Adoption: Pre-selected Style Using IP Address: 163.116.132.121	Sent: 9/2/2022 2:41:17 PM Viewed: 9/6/2022 8:12:55 AM Signed: 9/6/2022 8:13:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Alexander Frankian alex@firstrespondersfirst.com CEO Security Level: Email, Account Authentication (None), Access Code	DocuSigned by: Alexander Frankian E78F48DB6857424... Signature Adoption: Pre-selected Style Using IP Address: 70.241.129.113	Sent: 9/6/2022 8:13:03 AM Viewed: 9/8/2022 12:38:18 PM Signed: 9/8/2022 12:38:34 PM
Electronic Record and Signature Disclosure: Accepted: 9/8/2022 12:38:18 PM ID: 27abfbce-735d-432a-b84b-ba418406c893		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Annette Ramos annette.ramos@sce.com Southern California Edison Company Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/2/2022 2:41:17 PM Resent: 9/8/2022 12:38:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Janae Camacho Janae.Camacho@sce.com Southern California Edison Company Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/2/2022 2:41:18 PM Viewed: 9/8/2022 1:02:11 PM
Michelle Cabral Michelle.Cabral@sce.com APP2 SCE Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/2/2022 2:41:18 PM
David Barnes dbarnes@rightwaysolar.com CEO / President Right Way Solar Electric inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/6/2022 8:13:03 AM Viewed: 9/6/2022 2:37:56 PM
Kaitlyn Rene Figueroa kaitlyn.r.Figueroa@sce.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/6/2022 8:13:04 AM
Maria G Gutierrez Maria.G.Gutierrez@sce.com Analyst-Program/Project 1 SCE Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/8/2022 12:38:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2022 2:41:18 PM
Certified Delivered	Security Checked	9/8/2022 12:38:18 PM
Signing Complete	Security Checked	9/8/2022 12:38:34 PM
Completed	Security Checked	9/8/2022 12:38:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Southern California Edison Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Southern California Edison Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: IGInformationgovernance@sce.com

To advise Southern California Edison Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at IGInformationgovernance@sce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Southern California Edison Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Southern California Edison Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT B

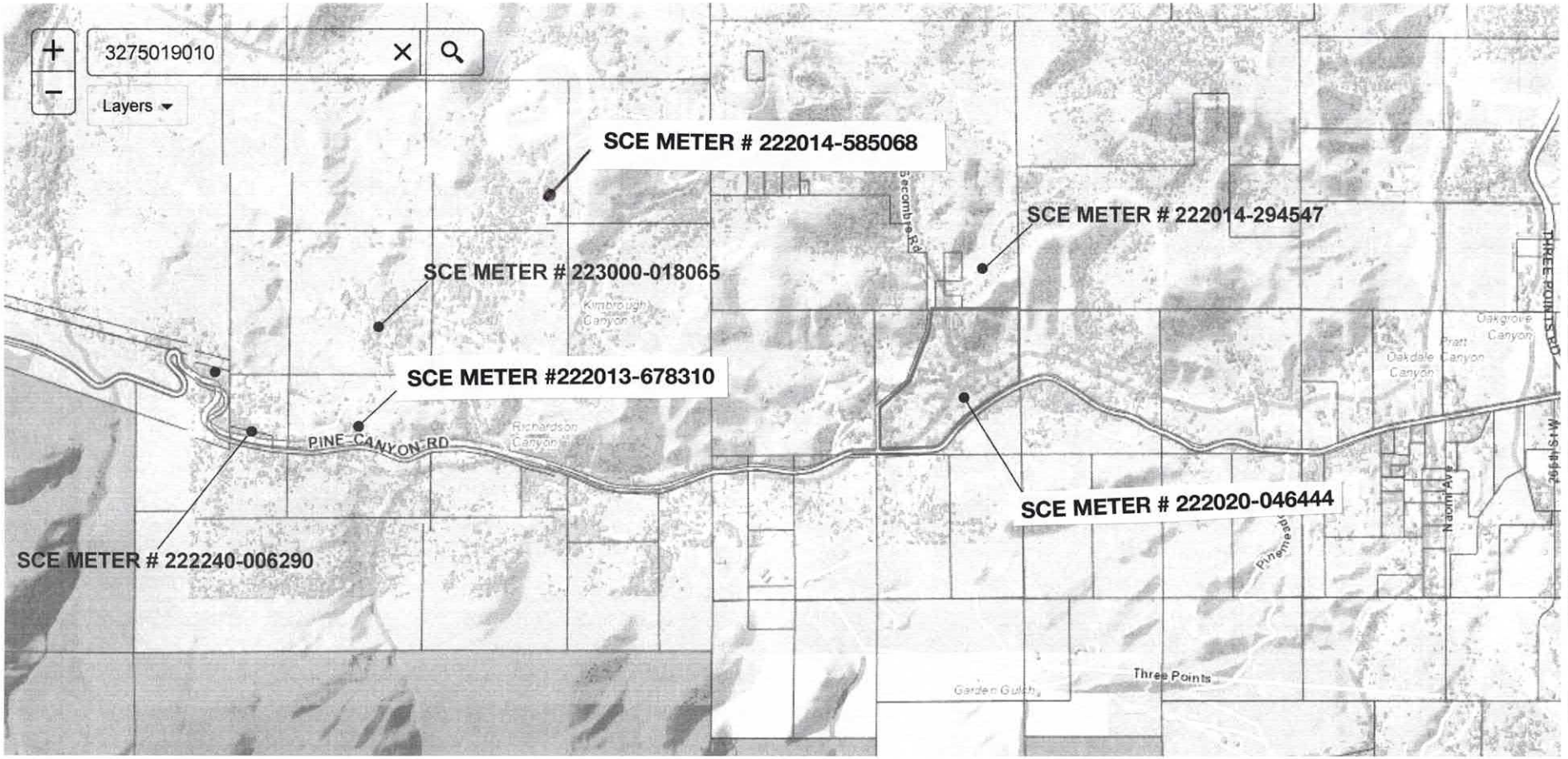
Site and meter map; emails with Kaitlyn Figueroa, including SCE deficiency notice and PTO issued

May 19–21, 2025

Contents:

• Solar site and parcel map showing six meters and accounts (updated May 21, 2025)

• Email thread with Kaitlyn Figueroa (SCE), including Application Returned (1st Notice), May 19, 2025, and PTO issued, May 21, 2025



1. **27691 Pine Canyon Rd., Lake Hughes, CA 93532**
   SCE METER # 222020-046444 (Wells and Solar)

2. **47220 Secombre Rd., Lake Hughes, CA 93532**
   SCE METER # 222014-294547 (Well and House)

3. **28501 Pine Canyon Rd., Lake Hughes, CA 93532**
   SCE METER # 222014-585068 (Barns and House)

4. **28765 Pine Canyon Rd., Lake Hughes, CA 93532**
   SCE METER # 223000-018065 (Main House)

5. **28963 Pine Canyon Rd., Lake Hughes, CA 93532**
   SCE METER # 222240-006290 (Doll House)

6. **28767 Pine Canyon Rd., Lake Hughes, CA 93532**
   SCE METER # 222013-678310 (Main Gate)

N

SITE PLAN

REVISION
DATE | NO

STAMP: David Bamm LIC #995398

CONTRACTOR: RIGHT WAY SOLAR ELECTRIC INC.
18218 PINECANYON RD. LAKE HUGHES CA 93532
TEL 661-305-1258 - WWW.RIGHTWAYSOLAR.COM

OWNER: LAKE HUGHES RECOVRTY

SHEET TITLE: METER MAP

LAKE HUGHES RECOVERY
3275-019-010
ADDRESS:VAC/PINE CYN RD
SECOMBRE RD LAKE HUGHES
CA 93532

Date : 06012021
Scale :
Sheet S1

From: **Kaitlyn Rene Figueroa** kaitlyn.r.Figueroa@sce.com
Subject: RE: (External):Re: (External):Fwd: Application Returned (1st Notice) - NST-275116
Date: May 21, 2025 at 4:59 PM
To: Alex Frankian alex@firstrespondersfirst.com
Cc: Pierre Soliman PIERRE.SOLIMAN@sce.com

KF

Good Afternoon Alex,

Thank you for this information. Everything has been updated on our end and PTO has been issued.

Thank you,

Kaitlyn R. Figueroa
Advisor
Grid Contract Development & Management | System Planning & Engineering
Direct: 909-274-1643 | PAX: 61643
Email: Kaitlyn.R.Figueroa@sce.com

SOUTHERN CALIFORNIA EDISON | Energy for What's Ahead™

From: Alex Frankian <alex@firstrespondersfirst.com>
Sent: Wednesday, May 21, 2025 1:54 PM
To: Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com>
Cc: Pierre Soliman <PIERRE.SOLIMAN@sce.com>
Subject: Re: (External):Re: (External):Fwd: Application Returned (1st Notice) - NST-275116

Hi Kaitlyn,

Please see attached PDF updated version of NST-275116 Parcel Map with Meters and Meter Number as of 5/21/25. Please do not use the one I sent you earlier as it does not have the correct Meter Numbers on it.

If you need anything else. Please email me.

Thank you,

AF

> On May 21, 2025, at 9:36 AM, Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com> wrote:
>
> Good Morning Alex,
>
> The team has reviewed the documents and updated the account information. They also noted that there is an additional benefitting account added to the Aggregation Form. This account would also need to include in the Parcel map as it needs to include all the generating and benefitting accounts.
>
> Thank you,
>
> **Kaitlyn R. Figueroa**
> Advisor
> Grid Contract Development & Management | System Planning & Engineering
> Direct: 909-274-1643 | PAX: 61643
> Email: Kaitlyn.R.Figueroa@sce.com
> <image001.png>
>
> ---
>
> **From:** Alex Frankian <alex@firstrespondersfirst.com>
> **Sent:** Monday, May 19, 2025 1:24 PM
> **To:** Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com>
> **Cc:** Pierre Soliman <PIERRE.SOLIMAN@sce.com>
> **Subject:** Re: (External):Re: (External):Fwd: Application Returned (1st Notice) - NST-275116
>
> HI Kaitlyn,
>
> Please see attached. Let me know if there is anything else that you may need.
>
> Respectfully,
>
> AF
>
> > On May 19, 2025, at 12:15 PM, Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com> wrote:
> >
> > Good Afternoon Alex,
> >
> > Thank you for providing this information, I have relayed the following to the NEM-IC Team.
> > The team is requesting an updated NEM Agg form to reflect the updated accounts as well as a document showing that that Frankian Family Farms LLC is renting, leasing, or sold the property to Lake Hughes Recovery.
> >
> > Thank you,
> >
> > **Kaitlyn R. Figueroa**

Advisor
Grid Contract Development & Management | System Planning & Engineering
Direct: 909-274-1643 | PAX: 61643
Email: Kaitlyn.R.Figueroa@sce.com
<image001.png>

From: Alex Frankian <alex@firstrespondersfirst.com>
Sent: Monday, May 19, 2025 11:42 AM
To: Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com>
Cc: Pierre Soliman <PIERRE.SOLIMAN@sce.com>
Subject: (External):Re: (External):Fwd: Application Returned (1st Notice) - NST-275116

Hi Kaitlyn,

Thank you for the phone call and thank you for updating all of the deficiencies.

Please see below:

HI Kaitlyn,

Please see the New Account Numbers, name of entity and EIN.

Lake Hughes Recovery
28765 Pine Canyon Road
Lake Hughes, CA 93532

TAX ID: 47-4104653

General Customer (Commercial) Account # 700899254005

1. 8018229433
2. 8018229437
3. 8018229445

Domestic Customer (Residential) Account # 700899219750

4. 8018229427
5. 8018229431
6. 8018229451

If there are more Service Account Numbers attached to the above Customer Account Numbers; we reserve the right to include them at a later date if you cannot find them.

Please let me know if there is anything else that you need.

Respectfully,

AF

> On May 19, 2025, at 11:28 AM, Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com> wrote:
>
> Good Morning Alex,
>
> Per our conversation, please provide the accounts have new account numbers and BP account numbers along with the updated aggregation form.
>
> Once this information is provided, I will work with the NEM Team on updating on your behalf.
>
> Thank you,
>
> **Kaitlyn R. Figueroa**
> Advisor
> Grid Contract Development & Management | System Planning & Engineering
> Direct: 909-274-1643 | PAX: 61643
> Email: Kaitlyn.R.Figueroa@sce.com
> <image001.png>
>
> ---
>
> **From:** Kaitlyn Rene Figueroa
> **Sent:** Monday, May 19, 2025 11:11 AM
> **To:** Alex Frankian <alex@firstrespondersfirst.com>; Pierre Soliman <PIERRE.SOLIMAN@sce.com>
> **Subject:** RE: (External):Fwd: Application Returned (1st Notice) - NST-275116
>
> Good Morning Alex,
>
> I will be calling you back shortly.
>
> Thank you,
>
> **Kaitlyn R. Figueroa**
> Advisor
> Grid Contract Development & Management | System Planning & Engineering
> Direct: 909-274-1643 | PAX: 61643
> Email: Kaitlyn.R.Figueroa@sce.com
> <image001.png>
>
> ---
>
> **From:** Alex Frankian <alex@firstrespondersfirst.com>
> **Sent:** Monday, May 19, 2025 10:59 AM
> **To:** Kaitlyn Rene Figueroa <kaitlyn.r.Figueroa@sce.com>; Pierre Soliman <PIERRE.SOLIMAN@sce.com>
> **Subject:** (External):Fwd: Application Returned (1st Notice) - NST-275116

Subject: (External):FW: Application Returned (1st Notice) - NST-275116

Hello Kaitlyn and Pierre,

Please see the forwarded email I just received from SCE. This email is absolutely absurd!

You have been given all of this information from the start of the project. I cannot be threatened to have my 2.0 Interconnection agreement cancelled. I updated all of this information with Kaitlyn 10 months ago.

I need you to communicate with me regarding this.

Thank you,'
AF

Begin forwarded message:

From: SCE Notifications <DoNotReply@PowerClerk.com>
Subject: Application Returned (1st Notice) - NST-275116
Date: May 19, 2025 at 8:47:55 AM PDT
To: jaymike.lynn@yahoo.com, alex@firstrespondersfirst.com

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL® Company

Thank you for submitting your Net Energy Metering (NEM) 2.0 Interconnection Request via the PowerClerk Interconnect portal.

Your Interconnection Request and the documentation provided have been reviewed. At this time, we are unable to deem your request valid as we have identified some deficiencies.

To proceed with the Interconnection Request process and deem your application valid, the items listed below (where applicable) require correction within **ten (10) business days** from the date of this notice, as allowed under Rule 21 Section E.5.b.i.. Incomplete or deficient Interconnection Requests not curated by that time will be ineligible for the NEM 2.0 Rate Schedule and you will have the option to continue your Interconnection Request under the updated program offering – the Solar Billing Plan.

Document Type	Deficiency (where applicable)*
Application:	The accounts on the Aggregation form (including the generating account) have changed. Please update the name on the application, along with the account number.
Single-Line Diagram:	
Load Justification:	
Other Attachment(s):**	Aggregation Form - The accounts on the Aggregation form (including the generating account) have changed. Please update the name on Page 1 of the Aggregation Form and please have the form resigned by an authorized signer. The name and the account numbers need to be updated on Page 2 for the generating and benefitting accounts since they are under a different name now. Please make the necessary corrections and resubmit. Property Control - Our records show the property is under Frankian Family Farms LLC but the name on the SCE accounts is Lake Hughes Recovery. Please submit a lease agreement/ rental agreement or some documentation showing that the name on the application is the property owner. We would need to verify this in order to continue.

*** Blank 'Deficiency' indicates no correction needed.**
**** Other Attachments are conditionally required, depending on the program type selected as part of this Interconnection Request.**

The items referenced below may also require correction, where applicable, and **are not** required to satisfy this Interconnection Request deficiency at this time. However, these documents will need to be provided to receive Permission to Operate (PTO).

Document Type	Deficiency (where applicable)*
Interconnection Agreement:	
Final Inspection:	

Visit your Interconnection Request and locate the Available Form '**NEM-ST Application**' to make the corrections. Additionally, make sure to correct ***only*** what is being requested.

Thanks for being a partner in our shared energy future,

Customer Generation Programs
Southern California Edison

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This is a system generated email.

<Lake Hughes Recovery - Agg. Form (rev.).pdf>

<Lake Hughes Recovery - PARCEL MAP updated (1).pdf>

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT C

Photo of SCE meter 222020-046444 showing 96,017 kWh on channel 071

May 28, 2026, 4:20 p.m.

Contents:

• SCE meter 222020-046444, display reading 071 96017 kWh. Photographed by SCE meter supervisor Mr. Eddy, May 28, 2026 at 4:20 p.m.



SCE meter 222020-046444, display reading 071 96017 kWh. Photographed by SCE meter supervisor Mr. Eddy, May 28, 2026 at 4:20 p.m.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT D

Emails with the Rule 21 Ombudsman (Rod Vickers), including the credit table

June 19 – July 1, 2026

Contents:

• Complainant to Rod Vickers, June 19, 2026, and Complainant's dispute of discontinuance, June 22, 2026
• Rule 21 Ombudsman to Complainant, June 24, 2026 (account "already removed from your NEM-A arrangement")
• Rule 21 Ombudsman to Complainant, July 1, 2026 (account reinstated; billing credit table)

From: **Alex Frankian** alex@firstrespondersfirst.com
Subject: NST-275116 - 200 Panel Solar Array System - No Credit
Date: June 19, 2026 at 2:02 PM
To: Rule21 Ombudsman Rule21.Ombudsman@sce.com

AF

Hello Mr. Rod Vickers,

Thank you for speaking with me today.

We have an NEM Aggregation System (Contract NST-275116). Our 200 Panel System Credits the Grid. We are suppose to have all credits distributed between all 6 of our Meters. We have not received the credits.

To whom it may concern,

We have had an ongoing issue which we desperately need assistance with. I just spoke with Shaun in the Commercial Account Department and he asked me to send in this email due to our account having 6 meters (Aggregate Metering System).

We have a 200 Panel Solar Array System which is no crediting our monthly bills although we received our PTO (Permission To Operate) on 5-21-2025. We respectfully ask someone to research this issue. It is not fair that we are paying for electricity when we are producing more than we are using.

Please see below our 6 Account Numbers:

1. 700899254005
2. 700998995364
3. 700998985563
4. 700998934639
5. 700899219750
6. 700998946157

Again; we need to know why we are not being credited the power/electricity that we are producing with our 200 Panel Solar Array System. Please help figure this out. You may reach me directly at (310) 994-7171

Thank you.

Respectfully,

Alexander Frankian

Lake Hughes Recovery

From: **Alex Frankian** alex@firstrespondersfirst.com
Subject: Re: NST-275116 - 200 Panel Solar Array System - No Credit
Date: June 22, 2026 at 7:08 AM
To: Rule21 Ombudsman Rule21.Ombudsman@sce.com

AF

Hello Mr. Rod Vickers,

We recently received a Letter stating that we Requested to Discontinue Electric Service. Please see attached Letter from SCE.

We Have Not and Did Not "Request to Discontinue Electric Service". All 6 of our Meters are part of the NST-275116 Contract with SCE and we want it to stat that way. We sent an email regarding this matter to Joseph Hidalgo however; nothing happened. Please assist in correcting this matter and please open our account back up so we do not have any issues with the Aggregate Metering and Crediting from our 200 Panel Solar System.

Please inform us when this issue has been resolved.

Thank you,

AF

> On Jun 19, 2026, at 2:02 PM, Alex Frankian <alex@firstrespondersfirst.com> wrote:
>
> Hello Mr. Rod Vickers,
>
> Thank you for speaking with me today.
>
> We have an NEM Aggregation System (Contract NST-275116). Our 200 Panel System Credits the Grid. We are suppose to have all credits distributed between all 6 of our Meters. We have not received the credits.
>
> To whom it may concern,
>
> We have had an ongoing issue which we desperately need assistance with. I just spoke with Shaun in the Commercial Account Department and he asked me to send in this email due to our account having 6 meters (Aggregate Metering System).
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> We have a 200 Panel Solar Array System which is no crediting our monthly bills although we received our PTO (Permission To Operate) on 5-21-2025. We respectfully ask someone to research this issue. It is not fair that we are paying for electricity when we are producing more than we are using.
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> Please see below our 6 Account Numbers:
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> 1. 700899254005
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> Again; we need to know why we are not being credited the power/electricity that we are producing with our 200 Panel Solar Array System. Please help figure this out. You may reach me directly at (310) 994-7171
>
> Thank you.
>
> Respectfully,
>
> Alexander Frankian

Alexander Frankian

Lake Hughes Recovery

From: **Rule21 Ombudsman** Rule21.Ombudsman@sce.com
Subject: RE: (External):Re: (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit
Date: June 24, 2026 at 1:54 PM
To: Alex Frankian alex@firstrespondersfirst.com, Rule21 Ombudsman Rule21.Ombudsman@sce.com

RO

Hi Alex. I have asked for help on this, but we now have two billing issues: 1-verify whether you are receiving NEM credits. 2- Fixing this account termination. It will take a little while to get everything reinstated as it was before. That account was already removed from your NEM-A arrangement. Any idea where we got the notion to terminate that service account?

Thank you,
Rod Vickers

From: Alex Frankian <alex@firstrespondersfirst.com>
Sent: Monday, June 22, 2026 12:58 PM
To: Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
Subject: (External):Re: (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit

Yes, Please see attachment:

Thank you,

AF

> On Jun 22, 2026, at 12:09 PM, Rule21 Ombudsman <Rule21.Ombudsman@sce.com> wrote:
>
> Hi Alex. Was there supposed to be an attachment?
>
> ---
>
> **From:** Alex Frankian <alex@firstrespondersfirst.com>
> **Sent:** Monday, June 22, 2026 7:09 AM
> **To:** Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
> **Subject:** (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit
>
> Hello Mr. Rod Vickers,
>
> We recently received a Letter stating that we Requested to Discontinue Electric Service. Please see attached Letter from SCE.
>
> We Have Not and Did Not “Request to Discontinue Electric Service”. All 6 of our Meters are part of the NST-275116 Contract with SCE and we want it to stat that way. We sent an email regarding this matter to Joseph Hidalgo however; nothing happened. Please assist in correcting this matter and please open our account back up so we do not have any issues with the Aggregate Metering and Crediting from our 200 Panel Solar System.

Please inform us when this issue has been resolved.

Thank you,

AF

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> Hello Mr. Rod Vickers,
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> Thank you for speaking with me today.
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> We have an NEM Aggregation System (Contract NST-275116). Our 200 Panel System Credits the Grid. We are suppose to have all credits distributed between all 6 of our Meters. We have not received the credits.
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> To whom it may concern,
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> We have had an ongoing issue which we desperately need assistance with. I just spoke with Shaun in the Commercial Account Department and he asked me to send in this email due to our account having 6 meters (Aggregate Metering System).
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> We have a 200 Panel Solar Array System which is no crediting our monthly bills although we received our PTO (Permission To Operate) on 5-21-2025. We respectfully ask someone to research this issue. It is not fair that we are paying for electricity when we are producing more than we are using.
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> Again; we need to know why we are not being credited the power/electricity that we are producing with our 200 Panel Solar Array System. Please help figure this out. You may reach me directly at (310) 804-7171

(310) 994-7171

Thank you.

Respectfully,

Alexander Frankian

Lake Hughes Recovery

From: **Rule21 Ombudsman** Rule21.Ombudsman@sce.com
Subject: RE: (External):Re: (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit
Date: July 1, 2026 at 2:17 PM
To: Alex Frankian alex@firstrespondersfirst.com

RO

Hi Alex, here is what billing has provided which indicates that you are receiving credits. The deleted account has be reinstated.

Please find attached an excel table outlining the billing periods, applicable rates, and the consumption/generation allocated to each account from PTO date to current.

Additionally, we have included a summary table showing the credit amounts assigned to each account based on the calculation sheets.

Installation	Contract	Rate	Valid From	Valid To	kWh Allocated	Amount
904492577	8018229445	TP2D49	5/21/2025	5/26/2025	840.05	$124.82
904492577	8018229445	TP2D49	5/27/2025	6/24/2025	5,311.56	$877.82
903992512	8018229451	TD49	5/21/2025	5/26/2025	64.09	$26.95
903992512	8018229451	TD49	5/27/2025	6/24/2025	409.04	$166.65
903236673	8020819484	TD49	5/21/2025	5/26/2025	319.68	$134.93
903236673	8020819484	TD49	5/27/2025	6/24/2025	2,041.23	$831.46
903087931	8020819494	TD49	5/21/2025	5/26/2025	30.72	$12.99
903087931	8020819494	TD49	5/27/2025	6/24/2025	201.55	$82.37
900313685	8020819504	TG1E	5/21/2025	5/26/2025	1.87	$0.58
900313685	8020819504	TG1E	5/27/2025	6/24/2025	54.34	$15.83
904108822	8020819524	TG1E	5/21/2025	5/26/2025	302.99	$77.20
904108822	8020819524	TG1E	5/27/2025	6/24/2025	1,862.40	$534.95
				Total	**11,439.54**	**$2,886.55**

Thank you,
Rod Vickers

From: Alex Frankian <alex@firstrespondersfirst.com>
Sent: Wednesday, June 24, 2026 1:59 PM
To: Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
Subject: Re: (External):Re: (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit

Hello Rod,

1. We are not receiving NEM credits

2. I have no idea where SCE “got the notion to terminate”. That is something that needs to be researched and resolved on your end. We never asked to terminate. All we have been asking for is to be credited for the electricity that we are producing and feeding the grid. We don’t have “a little while” to get everything reinstated. This was SCE’s error and needs to be resolved immediately. That account needs to be added back the the NEM-A arrangement/contract.

If there is anything else that needs my attention; I am here for you.

Thank you,

AF

> On Jun 24, 2026, at 1:54 PM, Rule21 Ombudsman <Rule21.Ombudsman@sce.com> wrote:
>
> Hi Alex. I have asked for help on this, but we now have two billing issues: 1-verify whether you are receiving NEM credits. 2- Fixing this account termination. It will take a little while to get

everything reinstated as it was before. That account was already removed from your NEM-A arrangement. Any idea where we got the notion to terminate that service account?

Thank you,
Rod Vickers

From: Alex Frankian <alex@firstrespondersfirst.com>
Sent: Monday, June 22, 2026 12:58 PM
To: Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
Subject: (External):Re: (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit

Yes, Please see attachment:

Thank you,

AF

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> Hi Alex. Was there supposed to be an attachment?
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> ---
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> **Sent:** Monday, June 22, 2026 7:09 AM
> **To:** Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
> **Subject:** (External):Re: NST-275116 - 200 Panel Solar Array System - No Credit
>
> Hello Mr. Rod Vickers,
>
> We recently received a Letter stating that we Requested to Discontinue Electric Service. Please see attached Letter from SCE.
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> We Have Not and Did Not “Request to Discontinue Electric Service”. All 6 of our Meters are part of the NST-275116 Contract with SCE and we want it to stat that way. We sent an email regarding this matter to Joseph Hidalgo however; nothing happened. Please assist in correcting this matter and please open our account back up so we do not have any issues with the Aggregate Metering and Crediting from our 200 Panel Solar System.
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> Please inform us when this issue has been resolved.
>
> Thank you,
>
> AF
>
> > On Jun 19, 2026, at 2:02 PM, Alex Frankian <alex@firstrespondersfirst.com> wrote:
> >
> > Hello Mr. Rod Vickers,
> >
> > Thank you for speaking with me today.
> >
> > We have an NEM Aggregation System (Contract NST-275116).

Our 200 Panel System Credits the Grid. We are suppose to have all credits distributed between all 6 of our Meters. We have not received the credits.

To whom it may concern,

We have had an ongoing issue which we desperately need assistance with. I just spoke with Shaun in the Commercial Account Department and he asked me to send in this email due to our account having 6 meters (Aggregate Metering System).

We have a 200 Panel Solar Array System which is no crediting our monthly bills although we received our PTO (Permission To Operate) on 5-21-2025. We respectfully ask someone to research this issue. It is not fair that we are paying for electricity when we are producing more than we are using.

Please see below our 6 Account Numbers:

1. 700899254005
2. 700998995364
3. 700998985563
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5. 700899219750
6. 700998946157

Again; we need to know why we are not being credited the power/electricity that we are producing with our 200 Panel Solar Array System. Please help figure this out. You may reach me directly at (310) 994-7171

Thank you.

Respectfully,

Alexander Frankian

Lake Hughes Recovery

Lake Hughes Generation.xlsx
14 KB



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT E

SCE notice "Request to Discontinue Electric Service," Account 8-700899219750

May 25, 2026

Contents:

• SCE notice dated May 25, 2026

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

May 25, 2026

ED20527A 7000006256 00.0000.6256 6256/1

LAKE HUGHES RECOVERY
28765 PINE CANYON RD
LAKE HUGHES CA 93532-1046

Notification: Request to Discontinue Electric Service

Service Account Number: 8-700899219750
Service Account Address: 28501 PINE CANYON
Point of Delivery ID: 101760940005510577

006256

Dear Valued Customer,

This letter is to inform you that Southern California Edison (SCE) has processed your request to discontinue electric service at **28501 PINE CANYON LANCASTER CA 93536**. Effective **May 12, 2026**, your account will be closed. Because you are currently on Community Choice Aggregation Service, you should expect to receive one final billing statement from us detailing any outstanding charges for both SCE and **CLEAN POWER ALLIANCE**, your current Community Choice Aggregator.

We will notify **CLEAN POWER ALLIANCE** of your request to discontinue electric service and the effective date shown above.

Questions about your CCA Service enrollment, your electric generation services, or other terms and obligations of your CCA Service should be directed to your CCA, **CLEAN POWER ALLIANCE** at **(888) 585-3788** or visit **https://cleanpoweralliance.org/**.

Should you have any questions about your SCE charges, please give us a call at **1-800-974-2356**, Monday through Friday, 7:00 a.m. - 7:00 p.m. or Saturday, 8:00 a.m. - 5:00 p.m.

Sincerely,
Southern California Edison
Customer Choice Services

CCA 121

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT F

Emails with Henry Lam (SCE) and Complainant's replies

July 27 – August 6, 2026

Contents:

• Complainant to Henry Lam, July 27, 2026, 12:56 p.m.
• Complainant to Henry Lam, July 27, 2026, 6:18 p.m., quoting Mr. Lam's July 27, 2026, 12:43 p.m. letter ($11,893.32 credit; channel 071)
• Complainant to Henry Lam, July 28, 2026, 11:59 a.m.
• Henry Lam to Complainant, July 28, 2026, 12:08 p.m. ("Please disregard the previous email")
• Complainant to Henry Lam, July 28, 2026, 1:10 p.m.
• Complainant to Henry Lam, August 6, 2026, 5:24 p.m.

From: **Lake Hughes** lakehughesrehab@gmail.com
Subject: Re: CPUC Complaint No. 737587
Date: July 27, 2026 at 12:56 PM
To: Henry Lam henry.lam@sce.com
Cc: Rule21 Ombudsman Rule21.Ombudsman@sce.com

LH

Mr. Lam,

Unfortunately, I have not received a call from you.

1. The $11,893.32 Credit is not adequate and was not done timely which caused losses, damages, penalties etc. It is our belief that the Credited Amount was not calculated in Good Faith since there is not proof of the price per kWh amount.

2. You have not responded on the other damages, losses and costs caused by SCE's multiple delays and loss of paperwork for the project.

3. Our system produces over 15,000 kWh per month and our usage is well below that. We should have been credited for all of the "Usage Charges" which we paid from the May 21, 2025 PTO to present.

4. In addition; SCE disconnected one of our Accounts. SCE needs to reconnect the same account and have it show as connected online. Please speak with Ombudsman at SCE (Mr. Rod Wickers).

5. We are also requesting a complete and detailed report of how you Credited our Account(s).

Thank you,

AF

On Jul 27, 2026, at 12:43 PM, Henry Lam <henry.lam@sce.com> wrote:

Dear Mr. Frankian,

Re: CPUC Complaint No. 737587

Southern California Edison's (SCE) Office of Consumer Affairs received your complaint filed with the California Public Utilities Commission (CPUC). As SCE's Review Manager, I have been asked to address your concerns. Unfortunately, I was unable to reach you by phone, so I am taking this opportunity to respond by e-mail.

I researched your concerns and verified that although you received the Permission to Operate (PTO) your solar system effective May 21, 2025, we experienced a delay in automating your account to Net Energy Metering (NEM). This resulted in the delay in generating your monthly statements under the NEM rate schedule.

On February 5, and July 8, 2026, your billing statements were generated under the NEM and Time of Use Rate Schedules from May 21, 2025, through January 26, 2026. This resulted in a credit of $11,893.32which was applied to your account.

As an NEM customer on the Annual Billing Option, you are required to pay your SCE energy related charges at the end of your 12-month Relevant Period. Your monthly billing statements include each month's non-energy charges, for such items as your utility taxes and city and county fees. These charges are due and payable each month.

As an NEM customer, the meter at your location registers the amount of kilowatt hours (kWh) you consume and the net kWh you generate, beyond what you consume, that go back into the electric grid. However, it does not measure your solar system's total generation. The meter displays several screens that change every five seconds. Channel 001 shows the kWh usage and channel 071 the net kWh generation.

Mr. Frankian, please contact me if you should have any further questions or concerns regarding your complaint. I am available from 8:30 a.m. to 4:30 p.m., Monday through Friday. A copy of this email has been forwarded to the CPUC for their review.

Sincerely

Sincerely,

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 | Pax 42223



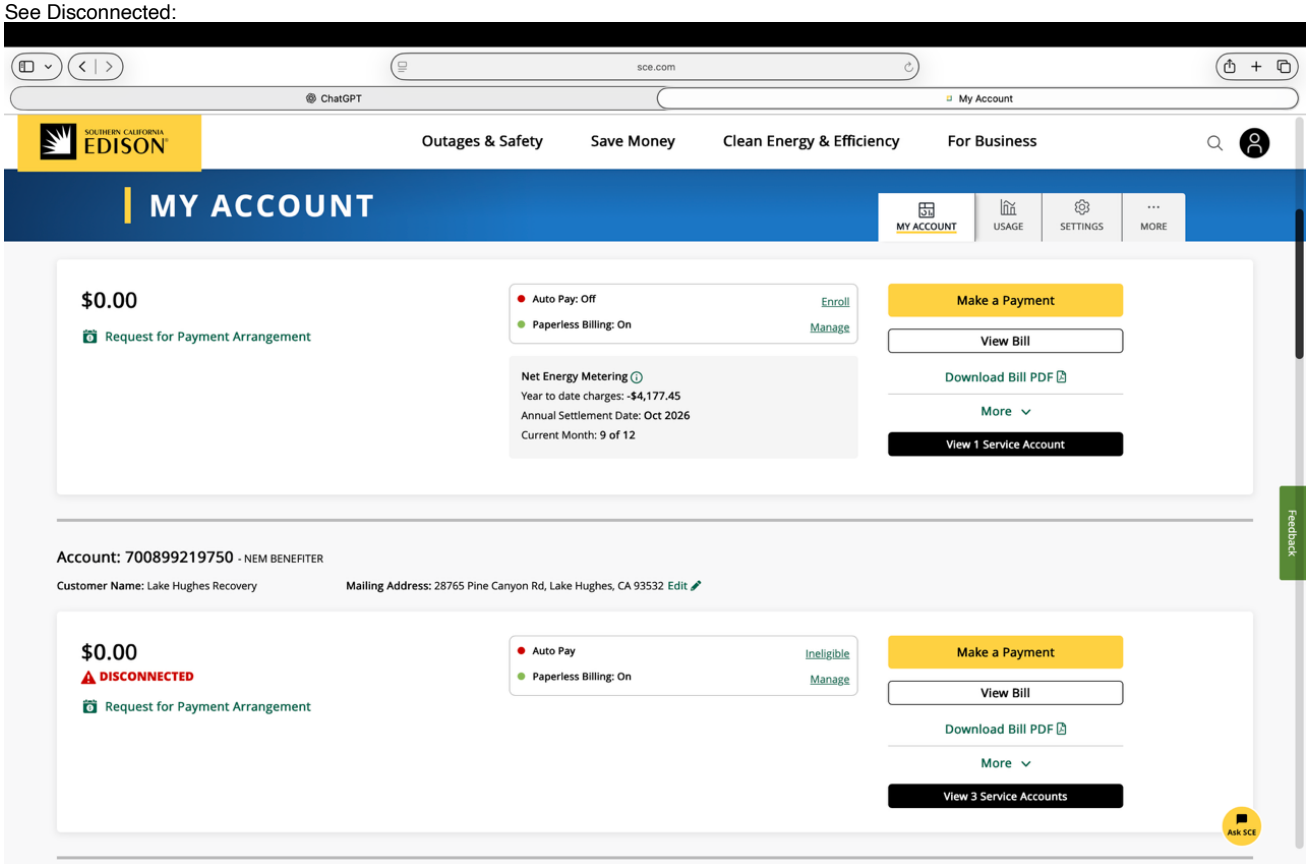
Confidentiality Statement:

The information contained in this electronic message, including attachments, is confidential and may be subject to legal privilege. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, you must not use, copy, distribute or disclose the e-mail and its attachment, or any part of its content or take any action in reliance of it. If you have received this electronic message or attachment in error please discard and return to sender.

From: **Lake Hughes** lakehughesrehab@gmail.com
Subject: Re: CPUC Complaint No. 737587
Date: July 27, 2026 at 6:18 PM
To: Henry Lam henry.lam@sce.com

LH

See Disconnected:



On Jul 27, 2026, at 12:43 PM, Henry Lam <henry.lam@sce.com> wrote:

Dear Mr. Frankian,

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Sincerely,

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 | Pax 42223
<image001.png>

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From: **Lake Hughes** lakehughesrehab@gmail.com
Subject: Re: CPUC Complaint No. 737587
Date: July 28, 2026 at 11:59 AM
To: Henry Lam henry.lam@sce.com, Rule21 Ombudsman Rule21.Ombudsman@sce.com

LH

Mr. Lam,

I had a very good conversation this morning with Rod Vickers. He explained to me that I am in good hands with you. However; after my phone call with Mr. Vickers; I received an email from SCE stating that our issues with SCE was resolved by Mr. Henry Lam (Please see attached).

Would you please explain why I received this letter and what it means? Thank you.

AF

SCE Letter 7-27-26.pdf
130 KB

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Re: CPUC Complaint No. 737587

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Mr. Frankian, please contact me if you should have any further questions or concerns regarding your complaint. I am available from 8:30 a.m. to 4:30 p.m., Monday through Friday. A copy of this email has been forwarded to the CPUC for their review.

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Henry Lam

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 | Pax 42223



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From: **Henry Lam** henry.lam@sce.com
Subject: RE: (External):Re: CPUC Complaint No. 737587
Date: July 28, 2026 at 12:08 PM
To: Lake Hughes lakehughesrehab@gmail.com, Rule21 Ombudsman Rule21.Ombudsman@sce.com

HL

Hello Mr. Frankian,

Please disregard the previous email. I will continue assisting you with the issue. Please allow me some time to reach out to the previous departments that were working with you also to get a better idea of what exactly happened and I will follow up with you.

Please advise what your best contact number would be also as the number listed in the complaint rang 2 times and went to voicemail but stated it was full and unable to leave a message.

Thank you,

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 | Pax 42223

SOUTHERN CALIFORNIA EDISON® | Energy for What's Ahead™

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From: Lake Hughes <lakehughesrehab@gmail.com>
Sent: Tuesday, July 28, 2026 11:59 AM
To: Henry Lam <henry.lam@sce.com>; Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
Subject: (External):Re: CPUC Complaint No. 737587

Mr. Lam,

I had a very good conversation this morning with Rod Vickers. He explained to me that I am in good hands with you. However; after my phone call with Mr. Vickers; I received an email from SCE stating that our issues with SCE was resolved by Mr. Henry Lam (Please see attached).

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From: **Lake Hughes** lakehughesrehab@gmail.com
Subject: Re: (External):Re: CPUC Complaint No. 737587
Date: July 28, 2026 at 1:10 PM
To: Henry Lam henry.lam@sce.com
Cc: Rule21 Ombudsman Rule21.Ombudsman@sce.com

LH

Mr. Lam,

My direct contact call is (310) 994-7171.

AF

> On Jul 28, 2026, at 12:07 PM, Henry Lam <henry.lam@sce.com> wrote:
>
> Hello Mr. Frankian,
>
> Please disregard the previous email. I will continue assisting you with the issue. Please allow me some time to reach out to the previous departments that were working with you also to get a better idea of what exactly happened and I will follow up with you.
>
> Please advise what your best contact number would be also as the number listed in the complaint rang 2 times and went to voicemail but stated it was full and unable to leave a message.
>
> Thank you,
>
> **Henry Lam**
> Review Manager
> Customer Service, Consumer Affairs
> Tel 626-815-7223 I Pax 42223
> <image003.png>
>
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>
> ---
>
> **From:** Lake Hughes <lakehughesrehab@gmail.com>
> **Sent:** Tuesday, July 28, 2026 11:59 AM
> **To:** Henry Lam <henry.lam@sce.com>; Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
> **Subject:** (External):Re: CPUC Complaint No. 737587
>
> Mr. Lam,
>
> I had a very good conversation this morning with Rod Vickers. He explained to me that I am in good hands with you. However; after my phone call with Mr. Vickers; I received an email from SCE stating that our issues with SCE was resolved by Mr. Henry Lam (Please see attached).
>
> Would you please explain why I received this letter and what it means? Thank you.
>
> AF

On Jul 27, 2026, at 12:43 PM, Henry Lam <henry.lam@sce.com> wrote:

Dear Mr. Frankian,

Re: CPUC Complaint No. 737587

Southern California Edison's (SCE) Office of Consumer Affairs received your complaint filed with the California Public Utilities Commission (CPUC). As SCE's Review Manager, I have been asked to address your concerns. Unfortunately, I was unable to reach you by phone, so I am taking this opportunity to respond by e-mail.

I researched your concerns and verified that although you received the Permission to Operate (PTO) your solar system effective May 21, 2025, we experienced a delay in automating your account to Net Energy Metering (NEM). This resulted in the delay in generating your monthly statements under the NEM rate schedule.

On February 5, and July 8, 2026, your billing statements were generated under the NEM and Time of Use Rate Schedules from May 21, 2025, through January 26, 2026. This resulted in a credit of $11,893.32which was applied to your account.

As an NEM customer on the Annual Billing Option, you are required to pay your SCE energy related charges at the end of your 12-month Relevant Period. Your monthly billing statements include each month's non-energy charges, for such items as your utility taxes and city and county fees. These charges are due and payable each month.

As an NEM customer, the meter at your location registers the amount of kilowatt hours (kWh) you consume and the net kWh you generate, beyond what you consume, that go back into the electric grid. However, it does not measure your solar system's total generation. The meter displays several screens that change every five seconds. Channel 001 shows the kWh usage and channel 071 the net kWh generation.

Mr. Frankian, please contact me if you should have any further questions or concerns regarding your complaint. I am available from 8:30 a.m. to 4:30 p.m., Monday through Friday. A copy of this email has been forwarded to the CPUC for their review.

Sincerely,

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 I Pax 42223



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From: **Lake Hughes** lakehughesrehab@gmail.com
Subject: Re: (External):Re: CPUC Complaint No. 737587
Date: August 6, 2026 at 5:24 PM
To: Henry Lam henry.lam@sce.com
Cc: Rule21 Ombudsman Rule21.Ombudsman@sce.com

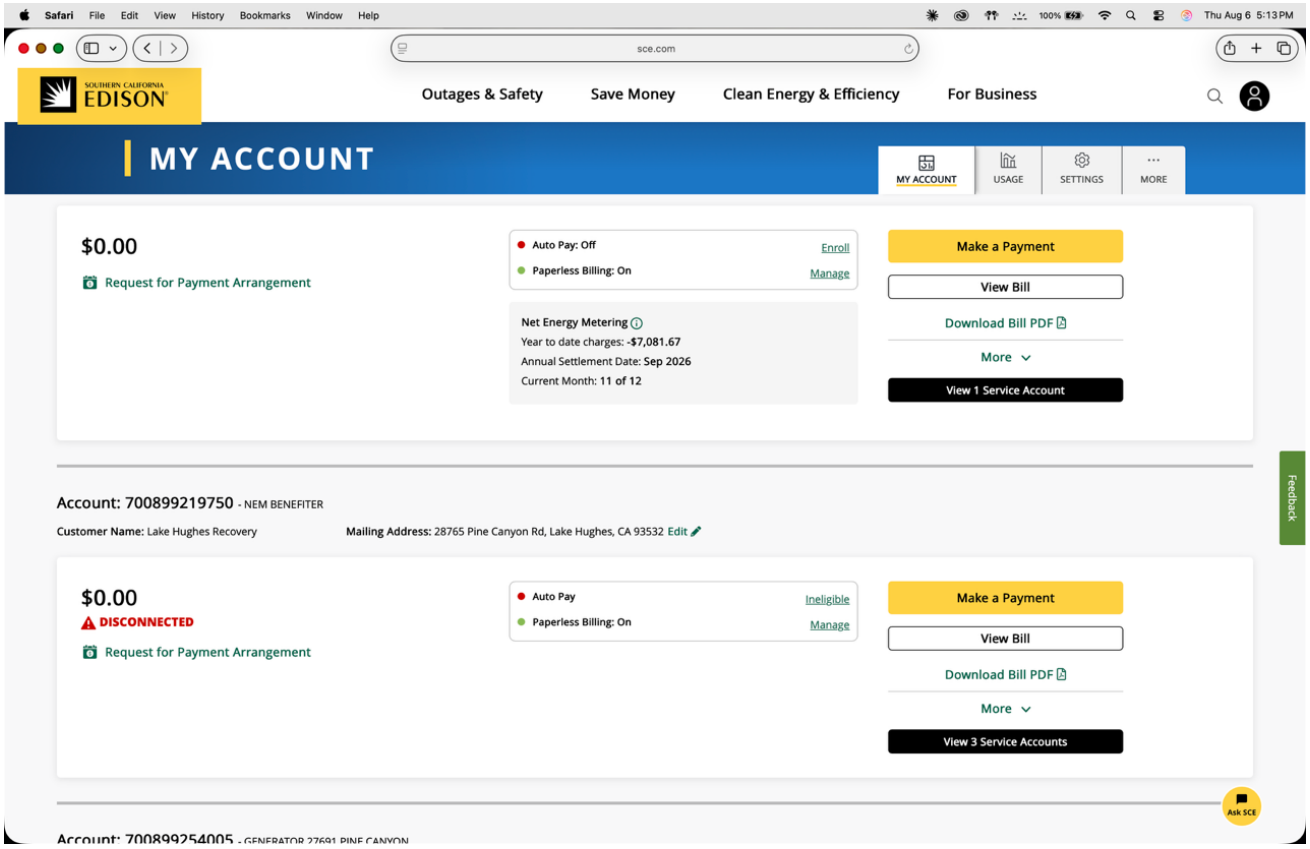
LH

Mr. Lam,

Today August 6, 2026; I went online and the account that was disconnected is still "Disconnected" (please see attached screenshot). I was told that this was resolved. Please advise.

Thank you,

AF



> On Jul 28, 2026, at 12:07 PM, Henry Lam <henry.lam@sce.com> wrote:
>
> Hello Mr. Frankian,
>
> Please disregard the previous email. I will continue assisting you with the issue. Please allow me some time to reach out to the previous departments that were working with you also to get a better idea of what exactly happened and I will follow up with you.
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>
> Thank you,
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> **Henry Lam**

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 I Pax 42223
<image003.png>

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From: Lake Hughes <lakehughesrehab@gmail.com>
Sent: Tuesday, July 28, 2026 11:59 AM
To: Henry Lam <henry.lam@sce.com>; Rule21 Ombudsman <Rule21.Ombudsman@sce.com>
Subject: (External):Re: CPUC Complaint No. 737587

Mr. Lam,

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Would you please explain why I received this letter and what it means? Thank you.

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> On Jul 27, 2026, at 12:43 PM, Henry Lam <henry.lam@sce.com> wrote:
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> I researched your concerns and verified that although you received the Permission to Operate (PTO) your solar system effective May 21, 2025, we experienced a delay in automating your account to Net Energy Metering (NEM). This resulted in the delay in generating your monthly statements under the NEM rate schedule.

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Mr. Frankian, please contact me if you should have any further questions or concerns regarding your complaint. I am available from 8:30 a.m. to 4:30 p.m., Monday through Friday. A copy of this email has been forwarded to the CPUC for their review.

Sincerely,

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 I Pax 42223

<image002.png>

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT G

SCE "Your Complaint Has Been Closed" notice (Kari Gardner)

Dated July 27, 2026; received July 28, 2026, 10:46 a.m.

Contents:

- SCE notice

From: noreply@message.sce.com
Subject: Your Complaint Has Been Closed
Date: July 28, 2026 at 10:46 AM
To: LAKEHUGHESREHAB@gmail.com LAKEHUGHESREHAB@GMAIL.COM

N

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead®

Date: 07/27/2026

Dear LAKE,

Southern California Edison has completed its investigation into your complaint.

You should have already spoken with or received an email from HENRY LAM, who conducted a thorough review of your concerns, providing the results of their investigation. If your complaint was received in our office through the California Public Utilities Commission (CPUC), we will now submit the results of our investigation to them, and you can expect to hear from them directly regarding the outcome in the coming weeks.

If you have any additional questions or were not contacted during the course of the investigation, please don't hesitate to reach out to me directly. Thank you for allowing us the opportunity to address your concern.

Sincerely,

Kari Gardner
Manager of Consumer Affairs
Southern California Edison

Do More at sce.com

Pay Your Bill | Start / Stop Service | Outage Alerts
Go Paperless | View / Report Outages | Stay Safe

Privacy Notice | Terms and Conditions | Contact Us

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

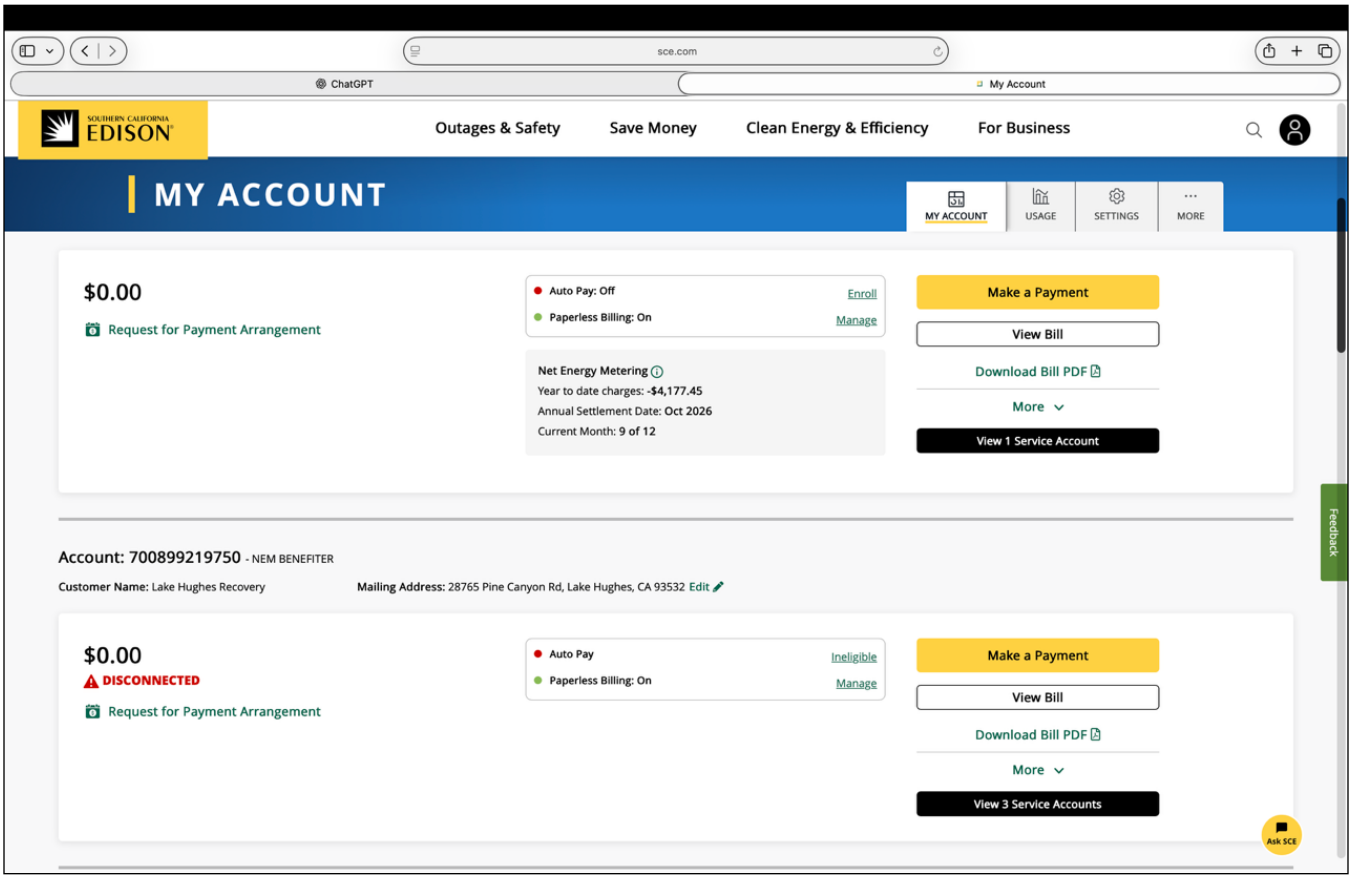
EXHIBIT H

SCE online account screenshots showing Account 700899219750 "DISCONNECTED"

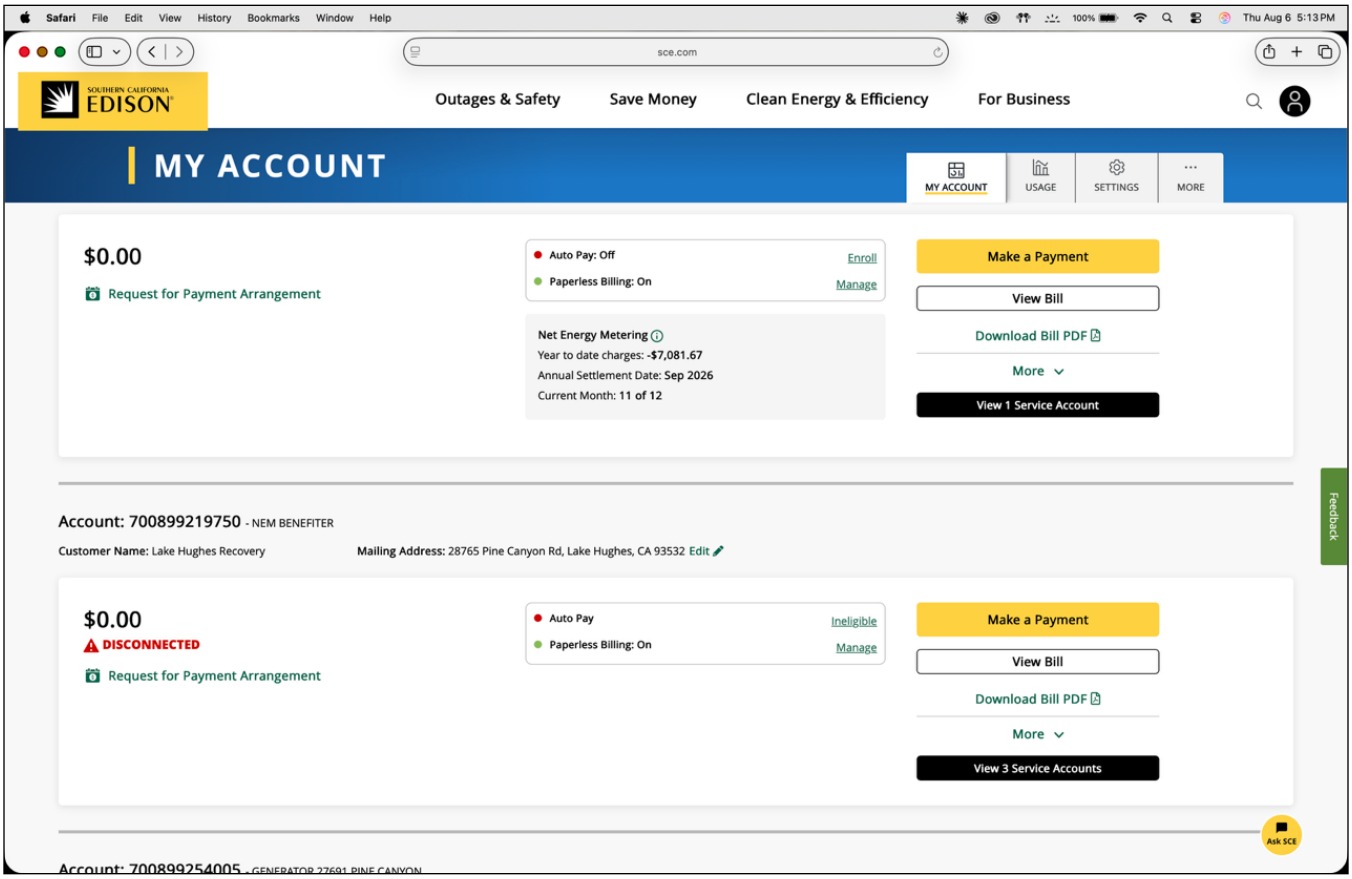
July 27, August 6, and October 19, 2026

Contents:

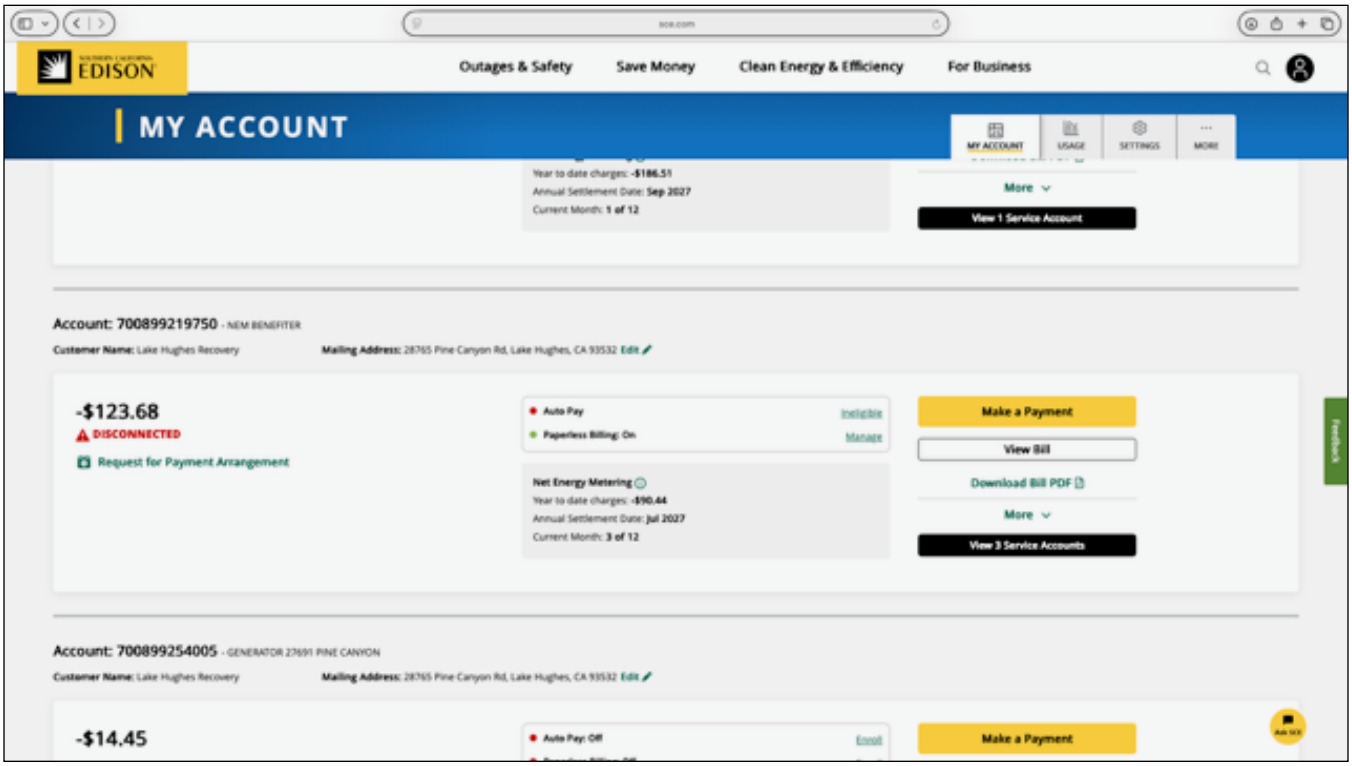
• SCE My Account, July 27, 2026. Account 700899219750 (NEM Benefiter) shown as DISCONNECTED. Sent to Henry Lam by email July 27, 2026, 6:18 p.m. (Exhibit F).
• SCE My Account, August 6, 2026, 5:13 p.m. Account 700899219750 (NEM Benefiter) shown as DISCONNECTED. Sent to Henry Lam by email August 6, 2026, 5:24 p.m. (Exhibit F).
• SCE My Account, October 19, 2026. Account 700899219750 (NEM Benefiter) shown as DISCONNECTED. Sent to Henry Lam and the Rule 21 Ombudsman by email October 19, 2026, 9:43 a.m. (Exhibit I).



SCE My Account, July 27, 2026. Account 700899219750 (NEM Benefiter) shown as DISCONNECTED. Sent to Henry Lam by email July 27, 2026, 6:18 p.m. (Exhibit F).



SCE My Account, August 6, 2026, 5:13 p.m. Account 700899219750 (NEM Benefiter) shown as DISCONNECTED. Sent to Henry Lam by email August 6, 2026, 5:24 p.m. (Exhibit F).



SCE My Account, October 19, 2026. Account 700899219750 (NEM Benefiter) shown as DISCONNECTED. Sent to Henry Lam and the Rule 21 Ombudsman by email October 19, 2026, 9:43 a.m. (Exhibit I).

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT I

Complainant's email to Henry Lam and the Rule 21 Ombudsman

October 19, 2026

Contents:

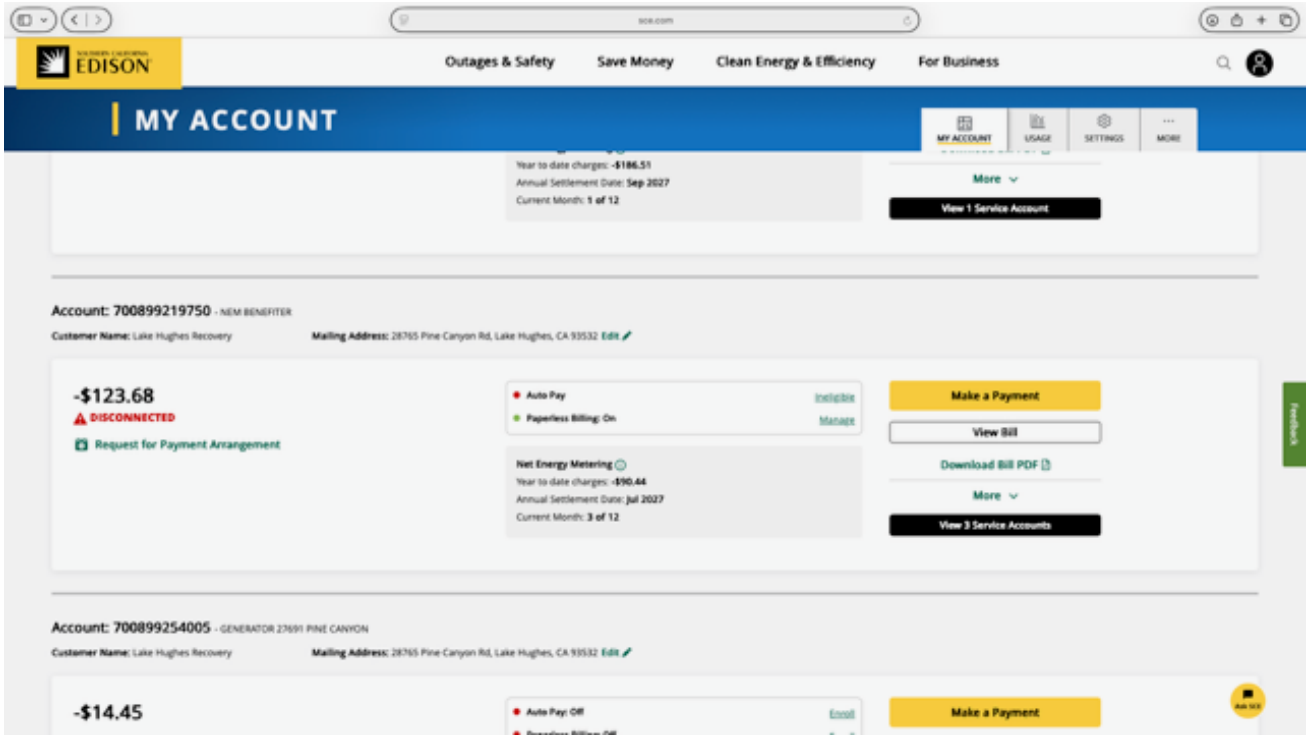
• Complainant to Henry Lam, cc Rule 21 Ombudsman, October 19, 2026, 9:43 a.m.

From: **Lake Hughes** lakehughesrehab@gmail.com
Subject: Re: (External):Re: CPUC Complaint No. 737587
Date: October 19, 2026 at 9:43 AM
To: Henry Lam henry.lam@sce.com
Cc: Rule21 Ombudsman Rule21.Ombudsman@sce.com

LH

Mr. Lam,

In your previous emails and on our phone call you and the Ombudsman promised to Re-Connect our Account and continue the Aggregate Metering with our Solar Array System.
We checked our account again today October 19, 2026 and you have still not remedied this issue. See attached Screenshot. We will give you 72 hours to resolve this issue or we will be forced to File a Formal Complaint with CPUC.



Thank you.
AF

> On Jul 28, 2026, at 12:07 PM, Henry Lam <henry.lam@sce.com> wrote:
>
> Hello Mr. Frankian,
>
> Please disregard the previous email. I will continue assisting you with the issue. Please allow me some time to reach out to the previous departments that were working with you also to get a better idea of what exactly happened and I will follow up with you.
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>
> **Henry Lam**
> Review Manager
> Customer Service, Consumer Affairs
> Tel 626-815-7223 I Pax 42223
> <image003.png>

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From: Lake Hughes <lakehughesrehab@gmail.com>
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Mr. Frankian, please contact me if you should have any further questions or concerns regarding your complaint. I am available from 8:30 a.m. to 4:30 p.m., Monday through Friday. A copy of this email has been forwarded to the CPUC for their review.

Sincerely,

Henry Lam
Review Manager
Customer Service, Consumer Affairs
Tel 626-815-7223 I Pax 42223

<image002.png>

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT J

Consumer Affairs Branch correspondence, File No. 737587

August 11, August 14, and September 2, 2026

Contents:

• CPUC Consumer Affairs Branch email, August 11, 2026
• Complainant's informal appeal to the Consumer Affairs Manager, August 14, 2026
• CPUC Consumer Affairs Branch final letter, September 2, 2026

From: **DoNotReply CAB Operations** DoNotReplyCABOperations@cpuc.ca.gov
Subject: CPUC File Case#737587
Date: August 11, 2026 at 4:19 PM
To: lakehughesrehab@gmail.com

DO

Thank you for contacting the California Public Utilities Commission (CPUC). Attached is our response to your recent inquiry. For your convenience, here are some helpful resources and next steps:

• Check the status of your case: Visit www.cpuc.ca.gov/consumer-support/file-a-complaint
• Submit additional information or file an informal appeal: Email us at consumer-affairs@cpuc.ca.gov and include your case number.
• File a formal complaint: Contact the Public Advisor's Office at 1-866-849-8390 or email public.advisor@cpuc.ca.gov
• General questions about your case: Call the Consumer Affairs Branch at 1-800-649-7570.

We appreciate you reaching out to the CPUC and are here to assist you.

Sincerely,

Consumer Affairs Branch
California Public Utilities Commission

STATE OF CALIFORNIA **GAVIN NEWSOM, Governor**

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE
SAN FRANCISCO, CA 94102

August 11, 2026

File No:737587

Lake Hughes Recovery
Attention: Alex Frankian
28765 Pine Canyon Rd
Lake Hughes, CA 93532

August 14, 2026

California Public Utilities Commission
Consumer Affairs Branch — Written Operations Unit
505 Van Ness Ave
San Francisco, CA 94102

Sent via email to consumeraffairs@cpuc.ca.gov

RE: FILE NO. 737587 — INFORMAL APPEAL AND REQUEST TO CONSIDER NEW EVIDENCE — Complaint Against Southern California Edison Company

Dear Consumer Affairs Representative:

This letter is submitted as both an **INFORMAL APPEAL** and a **REQUEST TO CONSIDER NEW EVIDENCE** regarding the Consumer Affairs Branch's (CAB) August 6, 2026 letter closing my complaint under File No. 737587 against Southern California Edison Company (SCE).

My complaint was originally filed with the Commission as a Formal Complaint on June 18, 2026 (CPUC Electronic Filing confirmation no. 0000233914). That filing was routed to CAB for informal resolution under File No. 737587. It set out four specific issues and two specific requested orders. CAB's August 6, 2026 closure letter resolves none of that — it addresses only a single, much narrower billing correction — and does not acknowledge that it is closing what was originally filed as a Formal Complaint.

PART ONE: INFORMAL APPEAL

Complaint Number: 737587

I contend CAB made the following errors in closing my complaint:

1. Failure to consider evidence — CAB never addressed the four issues identified in my original Formal Complaint. My June 18, 2026 filing specifically asked CAB to consider: (1) crediting over 100,000 kWh of power at the commercial rate of $0.74/kWh (approximately $74,000); (2) delay credits for at least one year of the three-year delay in receiving Permission to Operate — approximately 96,000 kWh at $0.74/kWh (approximately $71,040); (3) reimbursement of the extra $20,000 SCE charged above the original estimate under Contract #NST-275116; and (4) payment for three years of degeneration of my 200 solar panels, prorated at approximately $300,000. CAB's August 6, 2026 closure letter contains no finding on any of these four issues. It addresses only a $11,893.32 NEM billing rebill — a different, much smaller calculation than the commercial-rate methodology in my complaint — and is silent on the delay credits, the contract overcharge, and the panel degeneration claim entirely.

2. Factual mistake — I notified SCE in writing, the same day CAB closed my complaint, that the account was still disconnected — and it still is. My complaint concerned six meters under an aggregate NEM agreement (Account Nos. 700899254005, 700998995364, 700998985563, 700998934639, 700899219750, and 700998946157). SCE's own Rule 21 Ombudsman, Rod Vickers, confirmed by email on June 24, 2026 that Account No. 700899219750 had been improperly removed from my NEM-A aggregation, writing: "That account was already removed from your NEM-A arrangement. Any idea where we got the notion to terminate that service account? … It will take a little while to get everything reinstated as it was before." One week later, on July 1, 2026, Mr. Vickers wrote again: "The deleted account has be[en] reinstated." That representation was inaccurate. On August 6, 2026 — the same day CAB issued its closure letter — I emailed Mr. Lam directly (copying SCE's Rule 21 Ombudsman) with a dated screenshot: "Today August 6, 2026; I went online and the account that was disconnected is still 'Disconnected' … I was told that this was resolved. Please advise." A further screenshot taken August 12, 2026 — after CAB's closure — still shows Account No. 700899219750 marked "DISCONNECTED." CAB's closure letter accepted SCE's representation that the account "was properly rebilled" without verifying that this specific account had actually been reconnected, even though SCE itself had been told, in writing, on the very day the closure letter issued, that it had not.

3. Failure to consider evidence — CAB never addressed my request for ongoing monthly reconciliation of all six meters. My original filing requested an order that Contract #NST-275116 be adhered to and that all six meters under my aggregate NEM agreement be credited and reconciled every month going forward. CAB's closure letter treats the matter as resolved by a single retroactive billing correction and does not confirm ongoing monthly reconciliation of all six accounts.

4. Factual mistake — CAB relied on an SCE investigation that SCE's own reviewer retracted within hours, and CAB was never informed of the retraction. On July 27, 2026, SCE Review Manager Henry Lam emailed me stating he had "verified" my account and that the credit resolved the matter. That same day, SCE's Manager of Consumer Affairs, Kari Gardner, sent an automated notice titled "Your Complaint Has Been Closed," stating that SCE had completed its investigation, that Mr. Lam had "conducted a thorough review," and that "we will now submit the results of our investigation to [CPUC]." The next morning, July 28, 2026 at 12:08 PM — after that closure notice had already been sent — Mr. Lam himself emailed me: "Please disregard the previous email. I will continue assisting you with the issue. Please allow me some time to reach out to the previous departments that were working with you also to get a better idea of what exactly happened." In other words, SCE told me and represented to CPUC that its investigation was complete and that findings were being submitted, while the SCE employee who actually performed that investigation was, within hours, disavowing his own conclusions. I never received a further update from Mr. Lam. CAB's August 6, 2026 closure letter — which relies on SCE's representation that the matter was investigated and resolved — gives no indication that CAB was made aware of this retraction.

5. Failure to consider evidence — five specific unresolved issues I raised with SCE in writing were never addressed. In my July 27, 2026 written response to Mr. Lam (copied to SCE's Rule 21 Ombudsman), I identified five specific, unresolved problems: (1) the

$11,893.32 credit was not timely and was not calculated with any verifiable support for the price-per-kWh used; (2) SCE never responded regarding the other damages, losses, and costs caused by its delays and lost paperwork on this project; (3) my system produces well above my usage, yet I was not credited for all "Usage Charges" paid from the May 21, 2025 PTO date forward; (4) SCE disconnected one of my six metered accounts and needed to reconnect it and show it as connected online; and (5) I requested a complete, itemized report showing how SCE calculated the credits to my account(s). None of these five points is addressed anywhere in CAB's August 6, 2026 closure letter.

6. Failure to consider evidence — SCE never responded to a separate billing inquiry, and did not answer my follow-up call. On June 24, 2026, SCE's Customer Billing Inquiry Specialist C. Alvarado sent me a letter regarding Account No. 700899254005 — a separate account from the one SCE disconnected — asking me to call to discuss "findings of our investigation." I called the number provided on June 30, 2026 at 8:17 a.m. and was sent to a voicemail box. I never received a return call or any findings. CAB's closure letter does not address this account or this unanswered inquiry.

Why correcting these errors would change the disposition: Confirming findings on the four issues from my original Formal Complaint, actual (not merely promised) reconciliation and reconnection of all six meters, SCE's July 28, 2026 retraction, the five unresolved points from my July 27, 2026 letter, and the unanswered billing inquiry on Account No. 700899254005, would necessarily change the disposition of my complaint from closed to reopened.

PART TWO: REQUEST TO CONSIDER NEW EVIDENCE

Complaint Number: 737587

Description of new evidence: Enclosed is the following correspondence and documentation, not previously provided to CAB: (a) email correspondence with SCE Review Manager Henry Lam, dated July 27–28, 2026, consisting of his July 27, 2026 email stating my concerns were resolved with a $11,893.32 credit, my July 27, 2026 written reply identifying the five unresolved issues described above, and Mr. Lam's July 28, 2026 email retracting his prior email and stating he needed additional time to investigate; (b) email correspondence with SCE's Rule 21 Ombudsman, Rod Vickers, dated June 19–24, 2026, in which SCE confirms that Account No. 700899219750 was improperly removed from my NEM-A aggregation and states it would be reinstated; (c) Mr. Vickers's July 1, 2026 follow-up email stating "the deleted account has be[en] reinstated," together with SCE's own calculation table showing only $2,886.55 credited for 11,439.54 kWh for the period May 21–June 24, 2025 — a partial, early-period credit that is inconsistent with, and far smaller than, the $11,893.32 figure CAB's closure letter treats as resolving the matter; (d) SCE's automated "Your Complaint Has Been Closed" notice, dated July 27, 2026 and sent by Kari Gardner, Manager of Consumer Affairs, stating that SCE's investigation was complete and that results were being submitted to CPUC — sent hours before Mr. Lam's July 28, 2026 retraction of that same investigation; (e) SCE's June 24, 2026 billing inquiry letter regarding Account No. 700899254005, together with my record of an unanswered follow-up call placed June 30, 2026; (f) my August 6, 2026 email to Mr. Lam (copying SCE's Rule 21

Ombudsman) — sent the same day CAB issued its closure letter — with a dated screenshot showing Account No. 700899219750 still marked "DISCONNECTED," and a further screenshot taken August 12, 2026 showing the same account still disconnected; and (g) SCE's own meter-level generation and consumption data for all six accounts, covering the period May 21, 2025 through May 27, 2026, showing total generation of 78,661 kWh against total consumption of 61,427 kWh — a net surplus of 17,234 kWh generated but not consumed.

Why this evidence would change the disposition: This documentation shows that SCE's own representatives withdrew or contradicted the position CAB relied on to close my complaint, that SCE twice represented in writing that the disconnected account had been fixed when it had not, that SCE was told directly — on the same day CAB's closure letter issued — that the account remained disconnected, that SCE told CPUC its investigation was complete and results were being submitted at essentially the same time its own investigator was retracting his findings, that a separate billing inquiry and my follow-up call went unanswered, and that SCE's own usage data confirms substantial surplus generation that was never fully reconciled. This directly contradicts the premise of the August 6, 2026 closure letter — that SCE had "addressed your concerns."

REQUESTED RESOLUTION

I request that CAB reopen File No. 737587 and issue findings on: (1) the four issues from my original June 18, 2026 Formal Complaint — the commercial-rate kWh credit, delay credits, the $20,000 contract overcharge, and panel degeneration; (2) immediate, verified reconnection and reinstatement of Account No. 700899219750 into the NEM-A aggregation, given that SCE has twice represented in writing (June 24 and July 1, 2026) that this was handled when it was not; (3) ongoing monthly reconciliation of all six meters; (4) an itemized accounting of how the $11,893.32 credit and its price-per-kWh were calculated, reconciled against SCE's own generation and consumption data; (5) my requests for compensation for delays/losses and reimbursement of related costs; and (6) confirmation of what investigation findings SCE actually submitted in support of the August 6, 2026 closure, given that SCE's own investigator retracted his conclusions the day after SCE told me and CPUC that the investigation was complete. Please contact me with any questions or if additional documentation is needed.

Sincerely,

Alex Frankian
Lake Hughes Recovery
28765 Pine Canyon Rd
Lake Hughes, CA 93532
lakehughesrehab@gmail.com

Enclosures: SCE email correspondence (Henry Lam, July 27–August 6, 2026; Rod Vickers/Rule 21 Ombudsman, June 19–July 1, 2026); SCE "Your Complaint Has Been Closed" notice dated July 27, 2026 (Kari Gardner); SCE billing inquiry letter dated June 24,

2026 (Account No. 700899254005); SCE online account screenshots dated August 6 and August 12, 2026; SCE generation/consumption data, May 2025–May 2026

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE
SAN FRANCISCO, CA 94102

September 02, 2026

Lake Hughes Recovery
Attention: Alex Frankian
28765 Pine Canyon Rd
Lake Hughes CA 93532

Subject: Commission File No: 737587 for Complaint with Southern California Edison Company

Dear Alex Frankian:

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

CAB received your complaint disputing the resolution provided on August 6, 2026. You are requesting further review.

According to SCE's records, although Permission to Operate (PTO) was granted on May 21, 2025, summary-billed statements continued through October 9, 2025. After the accounts were separated into individual billing, the primary generating account continued to reflect zero net generation through February 2026. SCE advised that the first allocation of net generation was 4,224 kWh.

SCE corrected the billing after obtaining the necessary meter data during a field visit on January 13, 2026. These corrections resulted in a $9,406.19 credit for service periods from May 21, 2025, through November 24, 2025. SCE also issued an additional credit of $2,855.77 on July 8, 2026, for service periods from May 21, 2025, through June 24, 2025.

SCE further stated that they offered to conduct another meter test to verify the meter's performance and recorded usage; however, the offer was declined.

Regarding the May 12, 2026, disconnection, SCE advised that the account was disconnected due to nonpayment and their inability to obtain access to the meter. SCE confirmed that service was restored the same day.

Please note that requests for compensation for losses are outside the CPUC's jurisdiction and must be submitted directly to SCE's Claims Department. SCE advises that such claims are reviewed individually and that compensation is not guaranteed.

Based on the information provided, SCE's position is that the Net Energy Metering (NEM) billing and meter-data issues have been corrected, the applicable credits have been issued, and any remaining claims for financial losses must be pursued separately through SCE's claims process.

Should you have any further questions or concerns regarding the above, please contact SCE directly.
If you wish to pursue this matter further, you have the option to file a formal complaint and present your case before an Administrative Law Judge at the CPUC. The Formal Complaint Procedures have been attached for your

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE
SAN FRANCISCO, CA 94102

review.

Sincerely,

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

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
Lake Hughes Recovery v. Southern California Edison Company (U338E)

EXHIBIT K

CPUC e-filing receipt, Confirmation No. 0000233915

June 18, 2026

Contents:

• CPUC Notice of Receipt of Documents via Electronic Filing

California Public Utilities Commission **Electronic Filing Services** **NOTICE FOR:** Lake Hughes Recovery	**PHONE NUMBER:** 415 703-2782	
THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA		**Confirmation Number:** 0000233915
NOTICE OF RECEIPT OF DOCUMENTS **VIA ELECTRONIC FILING**		**Proceeding Number:** **New Filing**

Additional Proceeding Numbers:	
Client-Matter Name/Number:	
Parties:	Lake Hughes Recovery
Officially received by the CPUC on:	Thursday, 06/18/2026 at 03:11:50 PM
Your email address:	lakehughesrehab@gmail.com
This Filing's Confirmation Number:	0000233915
Your Voice number:	(661) 724 - 0001
Credit Card used:	
Case Type:	Formal Proceeding
Fee Tendered - Exact Amount:	$0.00
Forms Received:	
Pleadings Received:	CPUC LHR v SCE.pdf - Complaint (1 MB) NST-275116 Fully Executed Contract.pdf - Attachment (1 MB) SCE Emails with Joseph Hidalgo 2.pdf - Attachment (198 KB) SCE Emails with Joseph Hidalgo.pdf - Attachment (646 KB) SCE Emails with Kaitlyn 4.pdf - Attachment (782 KB) SCE Emails with Kaitlyn 3.pdf - Attachment (1 MB) SCE Emails with Kaitlyn 2.pdf - Attachment (695 KB) SCE Emails with Kaitlyn 1.pdf - Attachment (1 MB)

NOTICE: This receipt **DOES NOT** constitute acceptance by the CPUC of your documents for filing. This receipt confirms that your filing **HAS BEEN RECEIVED** by CPUC on the date and time indicated. Your Confirmation Number at the top of this receipt, is issued by CPUC, and it should be used in all communications with CPUC regarding this filing. You will receive a separate email notification directly from CPUC when your filing has been Accepted or Rejected.

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