BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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Solar LLC, Complainant, vs. Pacific Bell Telephone Company d/b/a AT&T California (U1001C), Defendant.	ECP C.26-09-026 (Filed September 14, 2026)

MOTION OF PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (U1001C) TO DISMISS EXPEDITED COMPLAINT OF SOLAR LLC

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On behalf of AT&T California

Dated: November 11, 2026

Under Rules 11.1 and 11.2 of the California Public Utilities Commission's (Commission) Rules of Practice and Procedure, Pacific Bell Telephone Company d/b/a AT&T California (U1001C) (AT&T California) asks the Commission to dismiss the Complaint filed by Solar LLC (Complainant).

I. BACKGROUND

The Complaint challenges the reasonableness of the rates and resulting charges for AT&T Business Local Calling (BLC).

II. THE COMPLAINT SHOULD BE DISMISSED

A. Section 1702 Bars Complainant's Reasonableness Challenge.

California Public Utilities Code § 1702 provides:

> [n]o complaint shall be entertained by the commission, except upon its own motion, as to the reasonableness of any rates or charges of any gas, electrical, water, or telephone corporation, unless it is signed by the mayor or the president or chairman of the board of trustees or a majority of the council, commission, or other legislative body of the city or city and county within which the alleged violation occurred, or by not less than 25 actual or prospective consumers or purchasers of such gas, electricity, water, or telephone service.[1]

The Complaint challenges the reasonableness of AT&T California's rates and resulting charges[2] without satisfying the requirements of California Public Utilities Code § 1702.[3] Therefore, the Commission cannot entertain the Complaint and should be dismissed.

B. The Complaint Fails to State a Claim.

The Complaint does not state a claim for which relief may be granted. California Public Utilities Code § 1702 requires a complaint to:

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[1] Cal. Pub. Util. Code § 1702; *see also* Cal. Code Regs. tit. 20, § 4.1(b).

[2] *Complaint* (Complaint), *Attachment to Formal Complaint Statement of Facts and Relief Requested*, Case (C.) 26-09-026 (Sept. 14, 2026).

[3] Cal. Pub. Util. Code § 1702; *see also* Cal. Code Regs. tit. 20, § 4.1(b).

> set[] forth any act or thing done or omitted to be done by any public utility, including any rule or charge heretofore established or fixed by or for any public utility, in violation or claimed to be in violation, of any provision of law or of any order or rule of the commission.[4]

The Complaint does not identify any statute or Commission order or rule that AT&T California allegely violated. It also does not identify which charges it alleges were incorrect, the alleged amount it contends should have been billed instead, or the billing periods at issue.

The Complaint should therefore be dismissed.

C. The Complaint Should Be Dismissed in Favor of Arbitration or Small Claims.

Rule No. 14.A. in the AT&T California Guidebook provides a limitation of liability that refers to the AT&T Business Services Agreement.[5] Section 8 of the AT&T Business Services Agreement requires the resolution of "ANY disputes individually in binding arbitration or small claims court[.]"[6] The Federal Arbitration Act (FAA) makes that arbitration agreement "valid, irrevocable, and enforceable[.]"[7] The United States Supreme Court has held that the FAA preempts state rules that interfere with individual arbitration.[8] Because Section 8 governs the claims in the Complaint, the Complaint should be dismissed.

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[4] Cal. Pub. Util. Code § 1702; *see also* Cal. Code Regs. tit. 20, § 4.1(a)(1).

[5] *See* AT&T California Guidebook, Part 2 (General Terms and Conditions), Section 2 (Regulations), Rule No. 14 (Limitation of Liability), A. (General). AT&T California asks the Commission to take official notice of the AT&T California Guidebook available at att.com/servicepublications. *See* Cal. Code Regs. tit. 20, § 13.10; *see also* Cal. Evid. Code § 450; Cal. Evid. Code § 452(g).

[6] AT&T Business Services Agreement, § 8. AT&T California asks the Commission to take official notice of the AT&T Business Services Agreement (September 9, 2024 version) available at corp.att.com/agreement/. *See* Cal. Code Regs. tit. 20, § 13.10; *see also* Cal. Evid. Code § 450; Cal. Evid. Code § 452(g).

[7] 9 U.S.C. § 2.

[8] *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 352 (2011).

III. CONCLUSION

For the reasons stated above, AT&T California respectfully requests that the Complaint be dimissed.

Date: November 11, 2026

Respectfully submitted,

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