PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Consumer Protection and Enforcement Division **Resolution UEB-016**
April 24, 2025

R E S O L U T I O N

RESOLUTION UEB-016: ADMINISTRATIVE CONSENT ORDER AND AGREEMENT OF CONSUMER PROTECTION AND ENFORCEMENT DIVISION AND BOLT ENERGY SERVICES, LLC, REGARDING BILLING OF EARLY TERMINATION FEES

PROPOSED OUTCOME:

Approve Administrative Consent Order and Agreement (ACO) between the Consumer Protection and Enforcement Division (CPED) and Bolt Energy Services, LLC (Bolt), a core transport agent, to resolve all issues involving Bolt's billing of early termination fees in 2021 for total penalty amount of $150,000.

SAFETY CONSIDERATIONS:

There are no safety considerations associated with this resolution.

ESTIMATED COST:

Pursuant to the Administrative Consent Order and Agreement, Bolt agrees to pay $150,000 in penalties to the State's General Fund to resolve the alleged violations.

SUMMARY

In this Resolution, the California Public Utilities Commission (Commission) approves an Administrative Consent Order and Agreement (ACO), included as Exhibit A, between the Consumer Protection and Enforcement Division (CPED) and Bolt Energy Services, LLC (Bolt), a core transport agent, to resolve all issues involving Bolt's billing of early termination fees in 2021. To resolve CPED's allegations, Bolt agreed to pay total penalty amount of $150,000. This Resolution includes an analysis of the Penalty Assessment Methodology.

BACKGROUND

Bolt provides gas services in Pacific Gas & Electric's (PG&E) service area pursuant to a Core Gas Aggregation Service Agreement executed in 2019. In 2021, Bolt billed early

termination fees ranging from $99-199 to customers who terminated their gas service. By contract, residential customers enjoyed the right to cancel the contract until midnight of the thirtieth day after the date of the first bill for CTA service had been issued. Bolt billed early termination fees to 2,597 former customers who had canceled their service.

After reviewing customer complaints, CPED, through its Utilities Enforcement Branch, investigated Bolt's billing of early termination fees. It concluded that Bolt invoiced customers when it had no authority to do so and mislead CPED with inaccurate information provided in data requests. Consequently, CPED alleged that Bolt's billing of early termination fees violated PG&E Gas Rule 17.1; Rules of Practice and Procedure, section 1.1 (Rule 1.1); and California Public Utilities Code section 451. These alleged violations are explained in greater detail in the ACO.

DISCUSSION

Resolution M-4846, issued in November 2020, adopted the Commission Enforcement and Penalty Policy (Enforcement Policy) and authorized Commission staff to negotiate and propose an ACO to resolve an enforcement matter, subject to review and consideration by the Commission.[1] CPED and Bolt executed the attached ACO,[2] pursuant to and consistent with the Enforcement Policy, which resolves all issues related to Bolt's billing of early termination fees in 2021 and any enforcement action CPED might have brought related to or arising from the billing. In accordance with the Enforcement Policy, the proposed settlement between CPED and Bolt (collectively, Parties) is memorialized in the attached ACO and Agreement. The ACO includes information consistent with the requirements of Section III.A.7 of the Enforcement Policy.

The Enforcement Policy provides that "the following general considerations should be evaluated as part of any proposed settlement to be submitted for Commission review: (1) Equitable factors; (2) Mitigating circumstances; (3) Evidentiary issues; and (4) Other weaknesses in the enforcement action[.]"[3] The Parties explicitly considered these factors in their confidential settlement communications under Rule 12.6 of the Commission's Rules of Practice and Procedure. CPED acknowledges Bolt cooperation with CPED on the negotiation of the ACO, and CPED explicitly considered a range of evidentiary and other matters that would bear upon its pursuit of enforcement actions seeking penalties or citations on disputed issues of fact and law. When taken as a whole, the Parties agree that the ACO amounts are within the range of reasonable outcomes had the matters proceeded to formal litigation.

[1] Resolution M-4846, Findings and Conclusions #8; Enforcement Policy, p. 11.

[2] The ACO is attached as Attachment A.

[3] Enforcement Policy, p. 15.

The Penalty Assessment Methodology sets forth five factors that staff and the Commission must consider in determining the amount of a penalty for each violation: "[s]everity or gravity of the offense, conduct of the regulated entity, financial resources of the regulated entity, including the size of the business, totality of the circumstances in furtherance of the public interest, and the role of precedent."[4] These factors are addressed here.

A. Severity or Gravity of the Offenses

The Commission has stated that the severity of the offense includes several considerations, including economic harm, physical harm, and harm to the regulatory process.

1. Physical and Economic Harm

The Commission has described the physical and economic harm criteria as follows:

> Economic harm reflects the amount of expense which was imposed upon the victims. In comparison, violations that cause actual physical harm to people or property are generally considered the most severe, followed by violations that threaten such harm.[5]

Bolt issued ETF invoices to 2,253 former customers who had terminated service more than three months earlier. Of those 2,253 former customers that were invoiced for ETFs more than three months after they had terminated service, 206 former customers paid ETFs totaling $33,194.

On April 4, 2022, Bolt submitted a report to CPED indicating that it had issued refunds to the 206 former customers who paid the ETFs as well as issued letters to the other 2,391 former customers requesting that they disregard the ETF invoice and apologizing for the inconvenience. As such, more than 90 percent of the former customers who received ETF invoices more than three months after their early termination of service were not economically harmed because Bolt withdrew those invoices before they were paid. The 206 former customers who had paid the ETF were issued refunds.

[4] Enforcement Policy, pp. 16-21.

[5] Enforcement Policy, p. 16.

2. Harm to the Regulatory Process

As part of the severity of the offense factor, the Commission has described the harm to the regulatory process criterion as follows:

> "Every public utility shall obey and comply with every order, decision, direction, or rule made or prescribed by the Commission in the matters specified in this part, or any other matter in any way relating to or affecting its business as a public utility, and shall do everything necessary or proper to secure compliance therewith by all of its officers, agents, and employees." (Public Utilities Code § 702).
>
> Such compliance is essential to the proper functioning of the regulatory process. For this reason, disregarding a statutory or Commission directive, regardless of the effects on the public, will be accorded a high level of severity.[6]

Bolt complied with CPED during the investigation of the ETF billing and in the negotiation and presentation of the ACO. Additionally, although CPED maintains that Bolt violated PG&E Gas Rules 9 and 17.1, Rule 1.1, and Public Utilities Code section 451, CPED acknowledges the possibility that Bolt violated these laws in error, not wanton disregard.

3. Number of Violations

"The number of the violations is a factor in determining the severity."[7] Bolt's issuance of ETF invoices more than three months after customers' early termination of service (2,253 alleged violations), issuance of ETF invoices to customers who had timely canceled service (112 alleged violations), and its misleading statements to the CPED (59 alleged violations) resulted in 2,424 alleged violations. When compared to more severe cases with violations in the tens of thousands committed by utilities or CTAs with larger service areas, Bolt's number of alleged violations is relatively low.

4. Number of Customers Affected

A "widespread violation which affects a large number of consumers is a more severe offense than one that is limited in scope."[8] Bolt's belated issuance of ETF invoices affected 2,253 customers. However, of these affected customers only 206 paid the ETFs and were monetarily affected. Thus, while a large percentage of customers was affected, only a small percentage was subject to monetary harm.

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[6] Enforcement Policy, p. 17.

[7] Enforcement Policy, p. 17.

[8] Enforcement Policy, p. 17.

B. The Conduct of the Utility

In evaluating the conduct of the utility, the Commission has described the following considerations in evaluating the utility's conduct: (1) actions taken to prevent a violation; (2) actions taken to detect a violation; (3) actions taken to disclose and rectify a violation; (4) actions taken to conceal, hide or cover up a violation; and (5) prior history of violations.[9]

According to Bolt, there was little that it could have done to prevent or detect the alleged violations of PG&E Gas Rules 9 and 17.1 because they were based on different interpretations of the Rules. However, Bolt could have been clearer with its statements to CPED and avoided invoicing customers who cancelled within the allowable timeframe. Significantly, Bolt has taken meaningful efforts to rectify the alleged violations and prevent and future alleged violations, including improving its billing practices, withdrawing all of its previously issued ETF invoices (including those appropriately invoiced within three months of early-termination of service), refunding all previous ETF payments (including those paid pursuant to invoices appropriately issued within three months of early-termination of service), and discontinuing the practice of charging ETFs altogether as of January 2023. To the date of this ACO, the Commission has received no new customer complaints about Bolt's ETF billing practices. Consequently, Bolt's conduct is mostly positive. Therefore, Bolt demonstrated a good faith effort to comply with the law.

C. Financial Resources of the Utility

The Commission has described this criterion as follows:

> Effective deterrence also requires that staff recognize the financial resources of the regulated entity in setting a penalty that balances the need for deterrence with the constitutional limitations on excessive penalties. . . . If appropriate, penalty levels will be adjusted to achieve the objective of deterrence, without becoming excessive, based on each regulated entity's financial resources.[10]

The Parties agree for purposes of this ACO that Bolt should be required to pay a total of $150,000 to the State's General Fund. Within seven calendar days of the Commission's approval of this ACO, Bolt will pay $30,000 of the total penalty amount. Subsequently, Bolt will pay the balance in 12 monthly installments of $10,000. Based on Bolt's current financial resources, a penalty in the amount of $150,000 to the General Fund is reasonable and appropriate to achieve the objective of deterrence, without being excessive.

[9] Enforcement Policy, p. 17.

[10] Enforcement Policy, p. 19.

D. Totality of Circumstances in Furtherance of Public Interest

The Commission has described this criterion as follows:

> Setting a penalty at a level that effectively deters further unlawful conduct by the regulated entity and others requires that staff specifically tailor the package of sanctions, including any penalty, to the unique facts of the case. Staff will review facts that tend to mitigate the degree of wrongdoing as well as any facts that exacerbate the wrongdoing. In all cases, the harm will be evaluated from the perspective of the public interest.
>
> An economic benefit amount shall be estimated for every violation. Economic benefit includes any savings or monetary gain derived from the act or omission that constitutes the violation.14F[11]

The Commission must evaluate penalties in the totality of the circumstances, with an emphasis on protecting the public interest. Bolt's penalties for the alleged violations should be tailored to the limited harm and mitigating factors of this case.

In addition to the mitigating factors described above, in April 2022, Bolt voluntarily refunded or dismissed all ETFs that were invoiced within three months of the customers' service cancellations, foregoing $59,464 of ETFs that it could have lawfully collected. As a show of good faith and to avoid any future alleged violations, Bolt subsequently and voluntarily decided to forgo invoicing ETFs altogether, thereby relinquishing a substantial monetary source intended to mitigate the costs of gas contracts procured on behalf of customers who terminate service early.

E. Consistency with Precedent

The Commission has described the role of precedent as follows:

> Penalties are assessed in a wide range of cases. The penalties assessed in cases are not usually directly comparable. Nevertheless, when a case involves reasonably comparable factual circumstances to another case where penalties were assessed, the similarities and differences between the two cases should be considered in setting the penalty amount.

The ACO is reasonable when compared to the outcome of another Commission proceeding. CPED considered the facts of this matter with a recent Southern California Gas Company (SoCalGas) deposits case (Resolution UEB-012) for which the

[11] Enforcement Policy, p. 19.

Commission adopted a final resolution on April 6, 2023. In Resolution UEB-012, the Commission approved the settlement agreement between SoCalGas and CPED for improper collection of residential and small business deposits during the COVID-19 customer protection period and after the issuance of D.20-06-003, which eliminated deposits for residential customers. Under Resolution UEB-012, SoCalGas agreed to pay a total of $2.7 million at shareholders' expense. Of that amount, nearly $2.1 million was paid to customers who were improperly charged a deposit. The parties allocated $213,725 to SoCalGas' Gas Assistance Fund and $400,000 in penalties payable to the State of California's General Fund.

The total number of Bolt's affected customers is only a fraction compared to SoCalGas' violations, which billed 33,115 residential and small business customers deposits for establishment or reestablishment of service from May 7, 2020 through April 21, 2021, and 16,709 of these customers paid the deposit. Furthermore, Bolt's case has additional mitigating factors, such as the contention that Bolt's unlawful billing of ETFs stemmed from a difference in interpretation of tariff rules and the fact that Bolt has already voluntarily refunded and foregone all lawfully collected ETFs in a show of good will and to prevent any further alleged violations. As such, the CPED believes the penalty imposed in this case is reasonable and is in proportion to the harm caused by Bolt's actions.

COMMENTS

Public Utilities Code section 311(g)(1) provides that this Resolution must be served on all parties and subject to at least 30 days public review. Any comments are due within 30 days of the date of its mailing and publication on the Commission's website and in accordance with any instructions accompanying the notice. Section 311(g)(2) provides that this 30-day review period and 30-day comment period may be reduced or waived upon the stipulation of all parties in the proceeding.

The 30-day comment period for the draft of this resolution was neither waived nor reduced. Accordingly, this draft resolution was mailed to parties for comments, and will be placed on the Commission's agenda no earlier than 30 days from today. During the comment period, no comments were received.

FINDINGS AND CONCLUSIONS

1. Resolution M-4846 authorized Commission staff to negotiate and propose an ACO to resolve an enforcement matter, subject to review and consideration by the Commission.

2. CPED and Bolt have engaged in settlement negotiations and, consistent with Resolution M-4846 and the Enforcement Policy, have memorialized their proposed settlement in the attached ACO.
3. CPED and Bolt have agreed that the attached ACO resolves all issues related to CPED's investigations of and any enforcement action CPED might have brought related to or arising from Bolt's billing of ETFs.
4. The agreed-upon fines and remedial actions appropriately resolve all issues related to CPED's investigations and any enforcement action CPED may have brought, are reasonable in light of the circumstances, consistent with the law, and in the public interest.
5. Based on the analysis under the Penalty Assessment Methodology, the agreed-upon fines, safety measures and disallowances are reasonable in light of the circumstances.

THEREFORE, IT IS ORDERED that:

1. The ACO between CPED and Bolt relating to Bolt's billing of ETFs is adopted.
2. Bolt shall pay a monetary penalty of $150,000 pursuant to a payment plan. Bolt must pay $30,000 within seven calendar days after the date that this Resolution is final and no longer subject to appeal. Subsequently, Bolt must pay the balance in 12 monthly installments of $10,000. Payments must be with a certified check made or wire transfer payable to the ***California Public Utilities Commission*** to:

   California Public Utilities Commission
   Attn: Fiscal Office
   505 Van Ness Avenue
   San Francisco, CA 94102-3298

   Bolt shall state on the face of the check or on the wire transfer: "For deposit to the General Fund per Resolution UEB-016."

3. This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on April 24, 2025; the following Commissioners voting favorably thereon:

/s/ SHAO PAT TSEN

Shao Pat Tsen
Deputy Executive Director
Consumer Policy, Transportation, and Enforcement

ALICE REYNOLDS
President
DARCIE L. HOUCK
JOHN REYNOLDS
KAREN DOUGLAS
MATTHEW BAKER
Commissioners

ATTACHMENT A

ADMINISTRATIVE CONSENT ORDER AND AGREEMENT BETWEEN UTILITIES ENFORCEMENT BRANCH AND BOLT ENERGY SERVICES, LLC (CTA 0039) FOR BACK BILLING OF EARLY TERMINATION FEES

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

In the matter of: BOLT ENERGY SERVICES, LLC (CTA 0039) FOR BACK BILLING OF EARLY TERMINATION FEES	[PROPOSED] ADMINISTRATIVE CONSENT ORDER AND AGREEMENT Issued pursuant to Commission Resolution M-4846 (adopting Commission Enforcement Policy)

[PROPOSED] ADMINISTRATIVE CONSENT ORDER AND AGREEMENT

Dated: February 12, 2025

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[PROPOSED] ADMINISTRATIVE CONSENT ORDER AND AGREEMENT

This Administrative Consent Order and Agreement (hereinafter "ACO") is entered into and agreed to by and between the Consumer Protection and Enforcement Division ("CPED") of the California Public Utilities Commission ("CPUC" or "Commission") and Bolt Energy Services, LLC ("Bolt") (collectively, "Parties") pursuant to Resolution M-4846, dated November 5, 2020, titled *Resolution Adopting Commission Enforcement Policy*.

WHEREAS:

- The Commission has authorized CPED "to investigate, negotiate, and draft proposed Administrative Consent Orders, subject to review and consideration by the Commission" via resolution;[1]
- The Commission's Enforcement Policy requires that a "negotiated proposed settlement . . . be memorialized in a proposed Administrative Consent Order," which requires certain items as set forth in Section 2, below;[2]
- Consistent with Resolution M-4846, this ACO is a product of direct negotiations between the Parties to resolve and dispose of all claims, allegations, liabilities, and defenses related to Bolt's billing of early termination fees in 2021;
- This ACO is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense, and uncertainty of an evidentiary hearing, any further enforcement proceedings, or any subsequent appeals and with the understanding that either of the Parties may or may not prevail on any given issue; and
- The Parties agree to the following terms and conditions as a complete and final resolution of all claims which have been, or might have been, brought by CPED related to or arising from Bolt's billing of early termination fees, and all of Bolt's defenses thereto, based on the information available to the Parties, and without trial and adjudication of any issue of law or fact.

NOW, THEREFORE it is agreed that this ACO is made and entered into as of this February 12, 2025 as follows:

[1] Resolution M-4846 at 15 (Findings and Conclusions No. 8).

[2] Resolution M-4846, Enforcement Policy at 10.

I. PARTIES

The parties to this ACO are CPED and Bolt.

CPED is a division of the Commission charged with enforcing compliance with the Public Utilities Code and other relevant utility laws and the Commission's rules, regulations, orders, and decisions.

Bolt is a core transport agent ("CTA") registered with the Commission. The CPUC's jurisdiction over CTAs is set forth in Public Utilities Code Sections 980 through 989.5. The Commission granted Bolt its registration certificate to operate as a CTA in the State of California on December 2, 2019. Bolt's Registration Application indicated that it plans to offer gas services to residential and small commercial customers statewide. Accordingly, it currently has a Core Gas Aggregation Service Agreement with Pacific Gas and Electric Company ("PG&E") dated November 14, 2019 on file with the Commission. The Core Gas Aggregation Service Agreement between Bolt and PG&E requires Bolt to abide by all applicable PG&E gas tariff rules. On March 17, 2022, Bolt renewed its certificate of registration authorizing its operations in the State of California. Bolt serves customers in PG&E gas service territories.

II. ELEMENTS REQUIRED FOR ADMINISTRATIVE CONSENT ORDERS

Section III.A.7. of the CPUC Enforcement Policy requires every ACO to include (a) the law or Commission order, resolution, decision, or rule violated by the regulated entity; (b) the facts that form the basis for each violation; (c) the number of violations, including the dates on which violations occurred; (d) information related to the potential for additional or ongoing violations; (e) an agreement by the regulated entity to correct each violation; (f) a date by which the regulated entity must certify it corrected all violations; and (g) an agreement by the regulated entity to pay any penalty by a date specified. The Parties address each of these elements below.

Except as explicitly stated herein, the Parties expressly agree and acknowledge that neither this ACO nor any act performed hereunder is, or may be deemed, an admission or evidence of the validity or invalidity of any allegations or claims of CPED. Nor is the ACO or any act performed hereunder to be construed as an admission or evidence of any wrongdoing, fault, omission, negligence, imprudence, or liability on the part of Bolt. This is a negotiated settlement of disputed matters.

A. Relevant Laws and Regulations

PG&E Gas Rule 9, paragraph A, provides in relevant part: "Bills for gas service will be rendered at regular intervals. All bills will be based on meter registration or actual usage data […] Meters will be read as nearly as possible at regular intervals. Except as otherwise stated the regular billing period will be once each month."

PG&E Gas Rule 17.1, paragraph B(2)(a), provides in relevant part: "If a residential service is found to have been undercharged due to a billing error, PG&E may bill the Customer for the amount of the undercharge for a period of three months."

CPUC Rules of Practice and Procedure, Rule 1.1 ("Rule 1.1") provides in relevant part: "Any person who […] transacts business with the Commission, by such act represents that he or she is authorized to do so and agrees to […] never to mislead the Commission or its staff by an artifice or false statement of fact or law."

California Public Utilities Code section 451 states that "Every unjust or unreasonable charge demanded or received for such product or commodity or service is unlawful."

B. Stipulated Facts

The Parties have stipulated to the facts set forth below for purposes of this ACO. The facts as stipulated herein are solely for the purpose of reaching this ACO and should the ACO not be approved by the CPUC, the Parties hereby fully reserve their rights and remedies.

1. Bolt's customer contract allows customers to, at no cost, cancel service with Bolt within three months of starting service. However, after three months, if the customer terminates Bolt service before the full contract term, the customer will be subject to an early termination fee ("ETF") of $99-$199. The purpose of such ETFs is to mitigate costs accrued to Bolt for gas purchases made on the customer's behalf.

2. According to Bolt, for the first year of its operation, Bolt did not have a system in place to issue invoices for ETFs collectable pursuant to the terms of its contract.

3. Between September 2020 and February 2022, the CPED issued Data Requests for a variety of information about certain former Bolt customers (e.g. date of enrollment, method of enrollment, proof of customer authorization, contract term dates, etc.). Among other things, CPED asked: "Did Bolt Energy Services LLC charge the customer an early termination fee?"

4. Bolt provided responses to CPED's Data Requests in which Bolt stated that "there is no early termination fee for these customers" or that the ETFs had been "waived."

5. According to Bolt, after an internal review of customer cancellations in October 2021, Bolt undertook to issue invoices to all prior customers who – pursuant to Bolt's contract terms – were responsible for paying an ETF. On October 15, 2021, Bolt issued ETF invoices to 2,597 former customers.

6. Of the 2,597 customers that were sent ETF invoices, 59 were customers that Bolt had previously represented to the CPED that "there is no early termination fee for these customers" or that the ETFs had been "waived."

7. Of the 2,597 former customers that were billed ETFs, 2,253 were billed more than three months after they had cancelled service with Bolt.

8. Of the 2,253 former customers that were billed for ETFs more than three months after their cancellation dates, 206 paid ETFs.

9. 615 of the 2,597 former customers submitted cancellation requests within the allowable period under Bolt's Terms of Service.

a) 503 of the 615 customers who timely canceled received ETF invoices more than three months after cancellation.

b) 112 of the 615 customers who timely canceled received ETF invoiced within three months of cancellation.

10. On February 2, 2022, the CPED issued data request *02022022 DR Bolt Energy* requesting information related to Bolt's policy/procedures on ETFs.

11. On February 16, 2022, Bolt provided CPED with information on its early termination fee policy along with a listing of the 2,597 former customers that had been billed ETFs.

12. On February 25, 2022, the CPED issued Bolt a Cease and Desist letter. CPED contended that Bolt violated PG&E Gas Tariff Rules 9 and 17.1 by invoicing customers more than three months after cancellation of service. CPED ordered Bolt to cease billing all customers for ETFs longer than three months from their cancellation dates, cancel/refund all ETFs that had previously been invoiced more than three months after the customer's cancellation date, and submit a detailed compliance report to CPED. CPED further contended that Bolt had violated Rule 1.1 because its earlier statements to CPED led CPED to believe certain identified customers would not be charged ETFs, whereas Bolt subsequently did send ETF invoices to those customers.

13. On April 6, 2022, Bolt submitted a Compliance Report confirming it had (a) issued refunds to ***all*** customers that had paid ETFs, including those that were invoiced within three months of cancellation and (b) issued letters to ***all*** customers who were sent ETF invoices asking the customer to disregard the prior invoice sent to them and apologizing for the inconvenience, including those that were invoiced within three months of cancellation. In total, Bolt states that it refunded $33,194 in ETFs to 206 customers invoiced later than three months after cancellation, as well as $59,464 in ETFs invoiced within three months of cancellation.

14. In order to show good faith and avoid any future alleged violations arising from the timing of ETF invoices, Bolt subsequently decided to discontinue charging ETFs altogether.

C. CPED's Alleged Violations

CPED alleges that Bolt's invoicing of the ETFs gave rise to violations of three requirements: PG&E Gas Rule 17.1, Rule 1.1, and California Public Utilities Code section 451. Its investigation and results are summarized in a Staff Investigative Report.

First, as the CTA, Bolt must comply with the terms of PG&E Gas Rules. CPED interprets PG&E Gas Rules 17.1 and 9 to be relevant to this case. Pursuant to PG&E Gas Rule 9, paragraph A, "[b]ills for gas service will be rendered at regular intervals." This provision prevents customers from accumulating significant charges suddenly due upon receipt of a single bill. CPED interprets this paragraph as requiring Bolt to invoice customers any applicable ETFs at the next regular billing interval after a customer early-terminates service. Further, PG&E Gas Rule 17.1 provides that "[i]f a residential service is found to have been undercharged due to a billing error, [the CTA] may bill the Customer for the amount of the undercharge for a period of three months." CPED interprets this rule to afford Bolt up to three months to invoice for the ETFs after customers early-terminate their contracts with Bolt.

In 2,253 instances, Bolt invoiced ETFs more than three months after customers terminated service early. CPED alleges that each invoice sent to these 2,253 customers constitutes a violation of PG&E Gas Rules because Bolt failed to issue the ETF invoice at the regular billing interval or in the permitted timeframe for correction of errors.

Second, pursuant to CPUC Rules of Practice and Procedure Rule 1.1, as an entity conducting business before the Commission, Bolt agreed to never "mislead the Commission or its staff by an artifice or false statement of fact or law."[3] Between September 2020 and January 2022, CPED issued Data Requests asking Bolt to provide information regarding a number of its

[3] Rules of Practice and Procedure, Rule 1.1 (Cal. Code Regs., tit. 20, § 1.1).

former customers. One of the questions posed by CPED was "Did Bolt Energy Services LLC charge the customer an early termination fee." Bolt's responses to these data requests stated that "there is no early termination fee for these customers" or that the customers' ETFs had been waived. However, Bolt did issue ETF invoices to 59 of these former customers. Therefore, CPED alleges that Bolt made 59 false and misleading statements in response to its Data Requests, resulting in 59 violations of Rule 1.1.

Lastly, "[e]very unjust or unreasonable charge demanded or received for such product or commodity or service is unlawful."[4] Section 451 uses the word *charge*, indicating that customers need not pay the unjust or unreasonable charge for a violation to occur. Merely seeking to recover unjust or unreasonable charges constitutes a violation. In this case, invoices for ETFs sent to 615 customers who canceled within the allowed period constituted unjust and unreasonable charges because the customers were not subject to receiving a charge of any amount.

In total, CPED alleges that Bolt committed 2,424 violations arising from its invoicing of ETFs more than three months after customers' early-termination of service, invoicing of ETFs to customers who had timely canceled service, and Bolt's factually incorrect statements to CPED.

D. Bolt Response to Alleged Violations

Bolt contends that there is no specific deadline by which an ETF can be invoiced. Bolt disputes any violations of PG&E Gas Rules 9 and 17.1, Rule 1.1, and Public Utilities Code Section 451.

PG&E Gas Rule 9, paragraph A, states in relevant part "[b]ills for gas service will be rendered at regular intervals. All bills will be based on meter registration or actual usage data

[4] Cal. Pub. Util. Code, § 451.

[…] Meters will be read as nearly as possible at regular intervals." Bolt contends that ETFs are not "bills for gas service … based on meter registration or actual usage data." Moreover, a delay in invoicing a customer for an ETF does not result in an accumulation of charges and, therefore, does not harm the customer. Accordingly, the Gas Rule 9 requirement that meters be read and bills for gas service be rendered at regular monthly intervals does not apply to the billing of ETFs.

By extension, Bolt contends that PG&E Gas Rule 17.1 is also inapplicable to ETFs. Rule 17.1 provides that, "[i]f a residential service is found to have been undercharged due to a billing error, PG&E may bill the Customer for the amount of the undercharge for a period of three months." Bolt contends that an ETF is not a metered gas bill for residential service, that an ETF invoice outside of the monthly billing interval does not constitute an "undercharge[] due to a billing error," and that, therefore, an ETF is not subject to the three-month billing limitation. Bolt disputes that its issuance of ETF invoices more than three months after customers' early-termination of their contracts constitutes a violation of PG&E Gas Rules 9 or 17.1. However, to settle this investigation and avoid the time and costs of litigation, Bolt agrees to pay a penalty for the alleged violations, as specified below.

Bolt disputes that its issuance of ETF invoices has given rise to any violations of Public Utilities Code Section 451.

With regards to the allegations of Rule 1.1 violations, Bolt concedes that it should not have sent invoices to the 59 customers who were not subject to early termination fees, which Bolt had stated to CPED in responses to Data Requests that it would not do. These customers were inadvertently sent invoice as the result of poor internal processes and communication, and the invoices did not represent any intent by Bolt to mislead CPED staff. Two years ago, in order

to remedy these misstatements and prevent the possibility of any future misstatements, Bolt voluntarily chose to refund *all* ETFs collected from customers (not just those invoiced longer than three months after early-termination) and to forego all collection of ETFs in the future. Thus, Bolt has already voluntarily made significant monetary concessions to demonstrate its goodwill and cooperation with CPED staff.

E. No Potential for Additional or Ongoing Alleged Violations

The Parties agree that there is no potential for additional or ongoing alleged violations pertaining to Bolt invoicing of ETFs, in light of Bolt stating that it will discontinue charging ETFs. In Bolt's April 6, 2022 Compliance Report, Bolt agreed to suspend sending all invoices for ETFs until it had set up a process to invoice ETFs within one to two months after a customer cancels service. According to Bolt, in January 2023 the company decided to forgo collection of ETFs altogether, in order to avoid any potential future issues arising from the invoicing of such ETFs.

The Parties intend this ACO to be a complete and final resolution of all claims which have been, or might have been, brought by CPED related to Bolt's invoicing of ETFs, based on the information known, or that which could have been known, by the Parties.

F. Correction of Alleged Violations

To the extent possible, Bolt already corrected each of the alleged violations in April 2022. In Bolt's April 6, 2022 Compliance Report, Bolt attested that it issued refunds to all former customers that had paid ETFs and sent letters to all former customers to whom ETF invoices had been sent, asking the customer to disregard the ETF invoices and apologizing for the inconvenience. Bolt's refund and dismissal of ETF invoices voluntarily included those that had been appropriately invoiced within three months.

G. Penalty Agreement

To avoid costly and time-consuming litigation and resolve all matters pertaining to Bolt's invoicing of ETFs, Bolt agrees to pay a total penalty amount of $150,000 to the General Fund of the State of California. Within seven calendar days of the Commission's approval of this ACO, Bolt will pay $30,000 of the total penalty amount. Subsequently, Bolt will pay the balance in 12 monthly installments of $10,000.

III. DISCUSSION OF PENALTY ASSESSMENT METHODOLOGY FACTORS

The Penalty Assessment Methodology appended to the Commission's Enforcement Policy sets forth five factors that staff and the Commission must consider in determining the amount of a penalty for each violation: (1) severity or gravity of the offense; (2) conduct of the regulated entity; (3) financial resources of the regulated entity; (4) totality of the circumstances in furtherance of the public interest; and (5) the role of precedent.[5]

A. Severity or Gravity of the Alleged Offense

The Commission has stated that the severity or gravity of the offense includes several considerations. Those factors relevant here include economic harm; harm to the regulatory process; the number of violations; and the number of customers affected.[6]

1. *Economic Harm*

In October 2021, Bolt issued ETF invoices to 2,253 former customers who had early-terminated service more than three months earlier. Of those 2,253 former customers that were

[5] Resolution M-4846 (Nov. 5, 2020), Enforcement Policy, Appendix I; *see* D.22-04-058 at 3–4 (affirming that consideration of the Penalty Assessment Methodology provides a basis for the Commission to determine that a negotiated settlement under the Commission's Enforcement Policy is reasonable and in the public interest).

[6] D.20-05-019 at 20; Enforcement Policy at 16.

invoiced for ETFs more than three months after they had early-terminated service, 206 former customers paid ETFs totaling $33,194.

On April 4, 2022, Bolt submitted a report to CPED indicating that it had issued refunds to the 206 former customers who paid the ETFs as well as issued letters to the other 2,391 former customers requesting that they disregard the ETF invoice and apologizing for the inconvenience. As such, more than 90% of the former customers who received ETF invoices more than 3 months after their early termination of service were not economically harmed because Bolt withdrew those invoices before they were paid. The 206 former customers who had paid the ETF were issued refunds. Therefore, Bolt's refunds to the 206 customers mitigated the economic harm to these customers.

2. *Harm to the Regulatory Process*

Compliance with the Commission's directives "is essential to the proper functioning of the regulatory process."[7] For this reason, disregarding a statutory or Commission directive, regardless of the effects on the public, will be accorded a high level of severity.[8] Although CPED maintains that Bolt violated PG&E Gas Rules 9 and 17.1, Rule 1.1, and Public Utilities Code section 451, CPED acknowledges the possibility that Bolt violated these laws in error, not wanton disregard. Thus, Bolt's subsequent efforts to comply with applicable requirements mitigate the harm to the regulatory process.

[7] Enforcement Policy, p. 17.

[8] Enforcement Policy, p. 17.

3. *Number of Violations*

"The number of the violations is a factor in determining the severity."[9] Bolt issued ETF invoices to 2,253 customers who had early-terminated service more than three months prior. CPED alleges that each ETF invoice issued more than three months after the customer's early cancellation of service constitutes a separate violation of PG&E Gas Rules 9 and 17.1 for a total of 2,253 violations.

Additionally, Bolt stated in data request responses to CPED that it had not charged ETFs to specified former customers. However, Bolt subsequently issued ETF invoices to 59 of these former customers. Therefore, CPED alleges that Bolt's statements to CPED were misleading or inaccurate and constitute 59 alleged violations of Commission Rule 1.1.

Lastly, invoicing the ETFs to customers who had timely canceled their service was not just and reasonable under Public Utilities Code section 451. CPED considered 112 of these violations as aggravating factors in assessing the appropriate penalty amount.[10]

In total, Bolt's issuance of ETF invoices more than three months after customers' early termination of service (2,253 alleged violations), issuance of ETF invoices to customers who had timely canceled service (112 alleged violations), and its misleading statements to the CPED (59

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[9] Enforcement Policy, p. 17.

[10] In total, 615 customers who had timely canceled their service received invoices for the ETFs. Of those 615 customers, 503 of them received invoices for ETFs more than three months after their cancellation dates; 112 of them received invoices for ETFs within three months of their cancellation dates. Because Bolt has agreed to pay penalties for issuing invoices for ETFs more than three months after cancellation, it would already be paying penalties for invoicing the 503 customers who timely canceled but received invoices more than three months after cancellation. Regarding each invoice for ETFs sent to the 615 customers who had timely canceled would effectively penalize Bolt multiple times for a single action. It would also inflate the total penalty amount, distorting this penalty assessment. Thus, although CPED alleges that each of these 615 invoices constituted a separate violation of Public Utilities Code section 415, the Commission should consider only the 112 of them where customers who timely canceled received invoices for ETFs within three months of cancellation.

alleged violations) resulted in 2,424 alleged violations. When compared to more severe cases with violations in the tens of thousands committed by utilities or CTAs with larger service areas, Bolt's number of alleged violations is relatively low.

4. *Number of Customers Affected*

A "widespread violation which affects a large number of consumers is a more severe offense than one that is limited in scope."[11] Bolt's belated issuance of ETF invoices affected 2,253 customers. However, of these affected customers only 206 paid the ETFs and were monetarily affected. Thus, while a thousands of customers were affected, only a small number was subject to monetary harm.

B. The Conduct of the Utility

In evaluating the conduct of the utility, the Commission considers the utility's conduct in preventing the violation, detecting the violation, and disclosing and rectifying the violation.[12] According to Bolt, there was little that it could have done to prevent or detect the alleged violations of PG&E Gas Rules 9 and 17.1 because they were based on different interpretations of the Rules. However, Bolt could have been clearer with its statements to CPED and avoided invoicing customers who cancelled within the allowable timeframe.

Significantly, Bolt has taken meaningful efforts to rectify the alleged violations and prevent and future alleged violations, including improving its billing practices, withdrawing all of its previously issued ETF invoices (including those appropriately invoiced within three months of early-termination of service), refunding all previous ETF payments (including those paid pursuant to invoices appropriately issued within three months of early-termination of

[11] Enforcement Policy, p. 17.

[12] Enforcement Policy, p. 17.

service), and discontinuing the practice of charging ETFs altogether as of January 2023. To the date of this ACO, the Commission has received no new customer complaints about Bolt's ETF billing practices. Consequently, Bolt's conduct is mostly positive. Therefore, Bolt demonstrated a good faith effort to comply with the law.

C. Financial Resources of the Utility

The Commission has described this criterion as follows:

> Effective deterrence also requires that staff recognize the financial resources of the regulated entity in setting a penalty that balances the need for deterrence with the constitutional limitations on excessive penalties. . . . If appropriate, penalty levels will be adjusted to achieve the objective of deterrence, without becoming excessive, based on each regulated entity's financial resources.[13]

The Parties agree for purposes of this ACO that Bolt should be required to pay a total of $150,000 to the State's General Fund. Within seven calendar days of the Commission's approval of this ACO, Bolt will pay $30,000 of the total penalty amount. Subsequently, Bolt will pay the balance in 12 monthly installments of $10,000. Based on Bolt's current financial resources, a penalty in the amount of $150,000 to the General Fund is reasonable and appropriate to achieve the objective of deterrence, without being excessive.

The number of customers Bolt serves provides some additional information on Bolt's financial resources. Based on the number of customers Bolt provided CTA service to in recent years, CPED concludes that Bolt does not have extensive financial resources. The amount of penalty agreed to in this settlement adequately balances Bolt's financial resources with the need to deter it from committing similar violations.

[13] Enforcement Policy, p. 17.

D. Totality of Circumstances in Furtherance of Public Interest

The Commission has described this criterion as follows:

> Setting a penalty at a level that effectively deters further unlawful conduct by the regulated entity and others requires that staff specifically tailor the package of sanctions, including any penalty, to the unique facts of the case. Staff will review facts that tend to mitigate the degree of wrongdoing as well as any facts that exacerbate the wrongdoing. In all cases, the harm will be evaluated from the perspective of the public interest.[14]

The Commission must evaluate penalties in the totality of the circumstances, with an emphasis on protecting the public interest. Bolt's penalties for the alleged violations should be tailored to the limited harm and mitigating factors of this case.

In addition to the mitigating factors described above, in April 2022, Bolt voluntarily refunded or dismissed all ETFs that were invoiced within three months of the customers' service cancellations, foregoing $59,464 of ETFs that it could have lawfully collected. As a show of good faith and to avoid any future alleged violations, Bolt subsequently and voluntarily decided to forgo invoicing ETFs altogether, thereby relinquishing a substantial monetary source intended to mitigate the costs of gas contracts procured on behalf of customers who terminate service early.

E. The Role of Precedent

The Commission has described this criterion as follows:

> Penalties are assessed in a wide range of cases. The penalties assessed in cases are not usually directly comparable. Nevertheless, when a case involves reasonably comparable factual circumstances to another case where penalties were assessed, the similarities and differences between the two cases should be considered in setting the penalty amount.[15]

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[14] Enforcement Policy, p. 19.

[15] Enforcement Policy, p. 21.

While not binding precedent, prior settlements are useful for comparison, with the acknowledgement that settlements involve compromise positions. CPED considered the facts of this matter with a recent Southern California Gas Company (SoCalGas) deposits case (Resolution UEB-012) for which the Commission adopted a final resolution on April 6, 2023. In Resolution UEB-012, the Commission approved the settlement agreement between SoCalGas and CPED for improper collection of residential and small business deposits during the COVID-19 customer protection period and after the issuance of D.20-06-003, which eliminated deposits for residential customers. Under Resolution UEB-012, SoCalGas agreed to pay a total of $2.7 million at shareholders' expense. Of that amount, nearly $2.1 million was paid to customers who were improperly charged a deposit. The parties allocated $213,725 to SoCalGas' Gas Assistance Fund and $400,000 in penalties payable to the State of California's General Fund.

The total number of Bolt's affected customers is only a fraction compared to SoCalGas' violations, which billed 33,115 residential and small business customers deposits for establishment or reestablishment of service from May 7, 2020 through April 21, 2021, and 16,709 of these customers paid the deposit. Furthermore, Bolt's case has additional mitigating factors, such as the contention that Bolt's unlawful billing of ETFs stemmed from a difference in interpretation of tariff rules and the fact that Bolt has already voluntarily refunded and foregone all lawfully collected ETFs in a show of good will and to prevent any further alleged violations. As such, the CPED believes the penalty imposed in this case is reasonable and is in proportion to the harm caused by Bolt's actions.

IV. ADDITIONAL TERMS

A. Confidentiality and Public Disclosure Obligations

The Parties agree to continue to abide by the confidentiality provisions and protections of Rule 12.6 of the Commission's Rules of Practice and Procedure, which governs the discussions,

admissions, concessions, and offers to settle that preceded execution of this ACO and that were exchanged in all efforts to support its approval. Those prior negotiations and communications shall remain confidential indefinitely, and the Parties shall not disclose them outside the negotiations without the consent of both Parties.

B. Future Proceedings

Regarding any issue resolved in this ACO, the Settling Parties are prohibited from filing a petition for modification or application for rehearing of a Commission decision that approves this ACO without modification.

Nothing in this ACO constitutes a waiver by CPED of its legal obligations, authority, or discretion to investigate and enforce applicable safety requirements and standards as to other conduct by Bolt unrelated to this ACO that CPED may identify as the basis for any alleged violation. CPED shall retain such authority regardless of any factual or legal similarities that other Bolt conduct, and any alleged violation, may have to Bolt's conduct. Accordingly, any such similarities shall not preclude CPED from using other conduct and alleged violation as a basis for seeking future disallowances.

C. Regulatory Approval Process

Pursuant to Resolution M-4846, this ACO shall be submitted for public notice and comment. Upon approval or ratification of this ACO, the final resolution will "validate[] the order, which becomes an act of the Commission itself."[16]

By signing this ACO, the Parties acknowledge that they pledge support for Commission Approval and subsequent implementation of all the provisions of this ACO. The Parties shall use their best efforts to obtain Commission Approval of this ACO without modification and

[16] Enforcement Policy, p. 8.

actively oppose any modification thereto. Should any Alternate Draft Resolution seek a modification to this ACO and should either of the Parties be unwilling to accept such modification, that Party shall so notify the other Party within five business days of issuance of the Alternate Draft Resolution. The Parties shall thereafter promptly discuss the modification and negotiate in good faith to achieve a resolution acceptable to the Parties and shall promptly seek approval of the resolution so achieved. Failure to resolve such modification to the satisfaction of either of the Parties, or to obtain approval of such resolution promptly thereafter, shall entitle any Party to terminate this ACO through prompt notice to the other Party. (*See also* Section V.D. below.)

If Commission Approval is not obtained, the Parties reserve all rights to take any position whatsoever regarding any fact or matter of law at issue in any future enforcement action or proceeding related to Bolt's invoicing of ETFs.

D. Admissibility

If this ACO is not adopted by the Commission, its terms are inadmissible for any evidentiary purpose unless their admission is agreed to by the Parties.

E. Due Process

Bolt's waiver of its due process rights for the Commission to hear and adjudicate the alleged violations set forth in Section II.C. of this ACO is conditioned on a final Commission resolution or order approving this ACO without modification or with modifications agreeable to each of the Parties.

V. GENERAL PROVISIONS

A. Full Resolution

Upon Commission Approval, this ACO fully and finally resolves any and all claims and disputes between CPED and Bolt related to Bolt's invoicing of ETFs. It also provides for

consideration in full settlement and discharge of all disputes, rights, enforcement actions, notices of violations, citations, claims, and causes of action which have, or might have been, brought by CPED related to Bolt's invoicing of ETFs based on the information known, or that could have been known, to CPED upon execution of this ACO.

B. Non-Precedent

This ACO is not intended by the Parties to be precedent for any other proceeding, whether pending or instituted in the future. The Parties have assented to the terms of this ACO only for the purpose of arriving at the settlement embodied in this ACO. Each of the Parties expressly reserves its right to advocate, in other current and future proceedings, or in the event that the ACO is not adopted by the Commission, positions, principles, assumptions, arguments, and methodologies which may be different than those underlying this ACO. The Parties agree and intend that, consistent with Rule 12.5 of the Commission's Rules of Practice and Procedure, a final Commission resolution approving this ACO should not be construed as a precedent or statement of policy of any kind for or against either Party in any current or future proceeding with respect to any issue addressed in this ACO.

C. General Considerations for Settlement

Section III.B. of the Commission's Enforcement Policy states that "the following general considerations should be evaluated as part of any proposed settlement to be submitted for Commission review: 1. Equitable Factors; 2. Mitigating circumstances; 3. Evidentiary issues; and 4. Other weaknesses in the enforcement action[.]"[17] Without waiving the protections of Rule 12.6 of the Commission's Rules of Practice and Procedure, the Parties generally considered these factors in their confidential settlement communications. When taken as a whole, the Parties

[17] Enforcement Policy, p. 15.

agree that the ACO is an appropriate settlement in order to avoid the time and cost of formal litigation.

D. Incorporation of Complete ACO

The Parties have bargained in good faith to reach the ACO terms set forth herein. The Parties intend the ACO to be interpreted as a unified, integrated order and agreement, so that, consistent with Section IV.C. above, if the Commission rejects or modifies any portion of this ACO or modifies the obligations placed upon Bolt or CPED from those that the ACO would impose, each of the Parties shall have a right to withdraw. This ACO is to be treated as a complete package, not as a collection of separate agreements on discrete issues. To accommodate the interests related to diverse issues, the Parties acknowledge that changes, concessions, or compromises by a Party in one section of this ACO resulted in changes, concessions, or compromises by the other Party in other sections. Consequently, consistent with Section IV.C. above, the Parties agree to actively oppose any modification of this ACO, whether proposed by any Party or non-Party to the ACO or proposed by an Alternate Draft Resolution, unless both Parties jointly agree to support such modification.

E. Commission Approval

"Commission Approval" means a resolution or decision of the Commission that is (a) final and no longer subject to appeal, which approves this ACO in full; and (b) does not contain conditions or modifications unacceptable to either of the Parties.

F. Governing Law

This ACO shall be interpreted, governed, and construed under the laws of the State of California, including Commission decisions, orders, and rulings, as if executed and to be performed wholly within the State of California.

G. Other Provisions

1. The representatives of the Parties signing this ACO are fully authorized to enter into this ACO.

2. The Parties agree that no provision of this ACO shall be construed against either of the Parties because a particular party or its counsel drafted the provision.

3. This ACO constitutes the entire agreement between the Parties and, supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, and understandings of the Parties with respect to the subject matter set forth herein.

4. The rights conferred and obligations imposed on either of the Parties by this ACO shall inure to the benefit of or be binding on that Party's successors in interest or assignees as if such successor or assignee was itself a party to this ACO.

5. Should any dispute arise between the Parties regarding the manner in which this ACO or any term shall be implemented, the Parties agree, prior to initiation of any other remedy, to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Parties in entering into this ACO.

6. The Parties are prohibited from unilaterally filing a petition for modification or application for rehearing of the Commission resolution or decision approving this ACO with modification.

7. This ACO may be executed in counterparts.

8. Nothing in this ACO relieves Bolt from any safety responsibilities imposed on it by law or Commission rules, orders, or decisions.

9. The provisions of Paragraph III.C. shall impose obligations on the Parties immediately upon the execution of this ACO.

IT IS HEREBY AGREED.

[Signatures immediately follow this page]

DATED: February 12, 2025

Bolt Energy Services, LLC

By: 

Elie Klein
President

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DATED: _____

Consumer Protection and Enforcement Division
California Public Utilities Commission

By: S. Pat Tsen

S. Pat Tsen,
Deputy Executive Director/Designee
Consumer Policy, Transportation, and Enforcement

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