

Decision 25-12-010 December 4, 2025

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Prakash Dhavali,

Complainant,

vs.

Comcast Phone of California, LLC
d/b/a Comcast Digital Phone
(U5698C),

Defendant.

(ECP)

Case 25-06-016

**DECISION PARTIALLY DENIES AND PARTIALLY
GRANTS COMPLAINANT'S RELIEF.**

Prakash Dhavali, for Complainant.

Kelly Clark, for Comcast Phone of California, LLC
d/b/a Comcast Digital Phone for Defendant.

Summary

This decision denies Complainant's request for an overpayment in the amount of \$1,560.00 for the period of March 2018 through April 2020 and further denies Complainant's request for an overpayment in the amount of \$4,320.00 for the period of May 2020 through April 2024. Both requests were submitted more than 120 days after the Complainant's initial contact with the utility and therefore exceed the filing limitation set forth in the Residential Service Agreement.

This decision grants Complainant's request for an overpayment in the amount of \$630.00 for the period of May 2024 through November 2024.

1. Parties

Prakash Dhavali (Complainant) is a residential customer of Comcast Phone of California, LLC d/b/a Comcast Digital Phone (Comcast).

Comcast operating as Xfinity provides internet, cable (TV and Streaming), mobile phone services, voice over internet protocol home phone services and Home Security services to residential customers. Comcast is an investor-owned public utility under the jurisdiction of the California Public Utilities Commission (Commission).

2. Procedural Background

The initial Complaint in this matter, Case (C.) 25-06-016 was filed by Complainant on June 23, 2025.¹ The Complainant alleges that he overpaid Comcast: 1) \$1,560 for the period of March 2018 through April 2020; 2) \$4,950 for

¹ Complaint at 1.

the period of May 2020 through November 2024; and 3) that he was entitled to damages in the amount of \$5,000 for emotional distress and undue burden.

On August 14, 2025, Comcast filed its Answer.

On September 3, 2025, Comcast filed an Amended Answer. In its Amended Answer, Comcast denied Complainant's allegations based on the following: 1) The Commission does not have jurisdiction over Complainant's Complaint because it involves an unregulated internet service; 2) Comcast's Residential Services Agreement (RSA) allows subscribers to dispute a billing charge or request billing credits within 120 days from the date of the billing statement; 3) Comcast refunded the Complainant \$60.00 per month from March 2018 through August 2019; 4) Comcast did not receive any payments after August 2019 and therefore does not owe Complainant a refund for September 2019 through April 2020; and 5) Complainant should not receive any refunds from April 2020 through December 2024 because Complainant's request is vague.

3. Complainant's Contentions

3.1 Period of March 2018 through April 2020

At the hearing, the Complainant stated that he has been a loyal Comcast customer for over 25 years. Complainant stated that he resides at 265 Merrill Avenue, Fremont California (265 Merrill Avenue). Complainant stated that he initially received cable television, internet and voice over internet protocol

(VOIP) phone services from Comcast. Complainant stated that his Comcast Account Number was 2938.²

On or about 2015, Complainant divorced Prajakta Dhavali (ex-wife). Complainant stated that he continued to live at 265 Merrill Avenue and his ex-wife moved to another home in Fremont. Complainant stated that he does not pay any of ex-wife's bills from any of his accounts or credit cards.

On or about March 2018, the Complainant stated that his Account Number 2938 was terminated and he was provided a new Account Number 9432.³ According to the Complainant, although his 2938 account was closed, he continued to make \$60.00 payments to this account monthly. Complainant stated that he made \$60.00 payments from March 2018 through April 2020 for a total of \$1,560.00.

As evidence of Complainant's \$60.00 monthly payments, the Complainant filed 2018, 2019 and 2020 bank statements.

- 2018 Bank Statements indicate that Complainant paid Comcast \$60.00 from January 2018 through December 2018.
- 2019 Bank Statements indicate that Complainant paid Comcast \$60.00 from January 2019 through December 2019.
- 2020 Bank Statements indicate that Complainant paid Comcast \$60.00 from January 2020 through April 2020.

In addition, the 2018, 2019 and 2020 bank statements do not indicate any refund from Comcast to the Complainant's bank account.

² Comcast Account Number 8155 4005 5203 2938.

³ Comcast Account Number 8155 4005 5043 9432.

3.2 Period of May 2020 through November 2024

The Complainant stated that in May 2020, he began paying Comcast \$90.00 per month for Account Number 2938. Complainant stated that he continued to pay Comcast \$90.00 per month from May 2020 through November 2024 for a total of \$4,950.00.

As evidence of Complainant's \$90.00 monthly payments, the Complainant filed 2020, 2021, 2022, 2023 and 2024 bank statements.

- 2020 through 2024 bank statements indicate that Complainant paid Comcast \$90.00 per month from May 2020 through December 2024.

In addition, the 2020 through 2024 banks statements do not indicate any refund from Comcast to the Complainant's bank account.

3.3 Evidence of Double Payment

The Complainant contends that in addition to paying \$90.00 per month for Account Number 2938, Complainant has been paying Comcast for Account Number 9438.

As evidence that he has been paying Account Number 9438, Complainant filed a Citi Credit Card Summary and a letter from his ex-wife.

- The Citi Credit Card Summary shows various payments to Comcast from March 2023 through December 2024.
- Letter undated by ex-wife. The letter states that Ms. Dhavali has never requested, consented to, or authorized the re-routing of any of Mr. Dhavali's payments to Ms. Dhavali's account.

Complainant contends that the Citi Credit Card Summary proves that he has been paying Comcast twice and that his ex-wife's letter supports his argument

that he has been paying Account Number 2938 and Account Number 9438 and not his ex-wife's account number.

3.4 Tech Credit Union

At the hearing, Complainant stated that on or about September 2024, the Complainant realized that he has been overpaying Comcast \$60.00 per month from March 2018 through April 2020 and \$90.00 per month from May 2020 through November 2024. The Complainant stated that he contacted his bank, Tech Credit Union (TCU) to find out if he has been receiving a credit for the overpayments from March 2018 through November 2024.

Complainant stated that he was provided bank statements by TCU for the period of March 2018 through November 2024 which indicated that he did not receive any refund/credit from Comcast. In addition, the Complainant stated that he contacted Vincent Martel, Relationship Broker for TCU.

As evidence of his communications with TCU, the Complainant submitted several emails from Vincent Martel.

- January 7, 2025 – email from Mr. Martel to Comcast. TCU confirmed through documentation that Complainant did send payments to Comcast from March 2018 through May 2020 for Account Number 2938. Mr. Martel asked Comcast to do some research on their end to see if they could track the funds. In addition, Mr. Martel sent Comcast documentation of transactions from July 2022 through November 2024.
- February 21, 2025 – email from Mr. Martel to Comcast. Mr. Martel stated that TCU confirmed that they have not received anything from Comcast.

The Complainant contends that he has been overpaying Comcast from March 2018 through November 2024 and would like to be refunded \$1,560 for the period of March 2018 through April 2020 and \$4,950 for the period of May 2020 through November 2024.

3.5 \$5000.00 for Emotional Distress and Undue Burden

Complainant requests \$5,000.00 in damages for emotional distress and undue burden. Complainant stated that this case has caused him emotional distress and that Comcast's actions have taken a toll on him mentally and physically.

4. Comcast's Contentions

4.1 Jurisdiction

Comcast contends that the Commission lacks jurisdiction over Complainant's Complaint because it involves an unregulated internet service.⁴ Comcast cited the Commission's Rules of Practice and Procedure (Rules) 4.6(a) which states:

This procedure is applicable to complaints against any electric, gas, water, heat or telephone company where the amount of money claimed does not exceed the jurisdictional limit of small claims court referenced in Public Utilities Code Section 1702.1.

At the hearing, Ms. Clark stated that the Complaint concerns internet service during the period of dispute and therefore the Commission lacks jurisdiction. Ms. Clark was provided an opportunity to provide further

⁴ Amended Answer at 1.

arguments or citations to support her argument and she waived this opportunity.

4.2 Terms and Conditions

Comcast contends that the Residential Services Agreement (RSA) limits customers disputes of billing to within 120 days from the date of the customer first contacts the utility.⁵ Comcast filed the RSA, section 12 which reads as follows:

One Year Limitation Period

For billing disputes, subject to applicable law and our binding legal obligations, you must notify us within 120 days of the date on the bill you are disputing or you waive the right to dispute the bill.

At the hearing, Ms. Clark stated that this is the general terms and conditions for residential customers for all of Comcast's services and is applicable to this case.

4.3 Period of March 2018 through April 2020

At the hearing, Ms. Clark stated that Complainant's Account Number 2938 was disconnected on February 23, 2018.

As evidence, Ms. Clark provided the Comcast Billing Statement for March 23, 2018.

- Billing Statement for February 23, 2018 shows several credits to Complainant's account. Specifically: -\$9.54 for internet equipment, -\$62.62 for performance plus and -\$14.46 for speed increase.

⁵ *Id.*

According to Ms. Clark, the credits above are indicators that the service for Account Number 2938 was disconnected.

Ms. Clark stated that Complainant continued to send in \$60.00 per month for Account Number 2938. According to Ms. Clark, Complainant had a credit of \$35.61 for March 2018 and a credit of \$60.00 per month for April 2018 through April 2020.⁶ Ms. Clark stated that Account Number 2938 was closed and therefore did not have a balance. Ms. Clark stated that Comcast credited the Complainant's bank account for every payment he made to Account Number 2938 from March 2018 through April 2020.

As evidenced that Comcast credited the Complainant's bank account, Comcast included the Complainant's billing statements for the period of March 2018 through August 2019.

- Billing Statement March 2018 shows a credit of \$35.61.
- Billing Statements April 2018 through August 2019 shows a credit of \$60.00 per month.

Ms. Clark stated that due to the old age of the account, Comcast did not have billing statements for September 2019 through May 2020. Ms. Clark stated that these billing statements were purged.⁷

⁶ Comcast filed an Excel Worksheet that summarized the Complainant's billing statements from January 2017 through August 2019. Billing statements for the period of January 2017 through August 2019 were attached to the Excel Worksheet.

⁷ It is noted that Ms. Clark's statements about the billing statements being purged are first discussed at the hearing and does not coincide with Comcast's argument in the Amended Answer which indicated that Complainant did not pay \$60.00 per month for the period of September 2019 through May 2020.

Ms. Clark agreed that Complainant did overpay Comcast \$35.61 for March 2018 and \$60.00 per month for the period of April 2018 through May 2020 but that Comcast had credited the amount back to the Complainant's bank account.⁸

4.4 Period of May 2020 through November 2024

Ms. Clark agreed that Complainant paid Comcast \$90.00 per month for the period of May 2020 through November 2024.⁹ Ms. Clark contends that Complainant did not pay \$90.00 per month to Account Number 9432, instead he paid \$90.0 per month to Account Number 7674.¹⁰ Ms. Clark stated that Account Number 7674 belongs to the Complainant's ex-wife. Ms. Clark stated that Account Number 7674 is active. Ms. Clark stated that she is unable to give any details about Account Number 7674 due to privacy laws.

Ms. Clark stated that Complainant has been paying Account Number 9432 using his Citi Credit Card and that account is still active with no balance. Ms. Clark contends that Complainant is not due a refund because the \$90.00 monthly payment has been paying Account Number 7674.

⁸ It is noted that Ms. Clark's statements indicating that Complainant paid Account Number 2938 \$60.00 per month for the period of March 2018 through May 2020 differs from Comcast's position in the Amended Answer where Comcast argues that no refund is due for the period of September 2019 through May 2020.

⁹ It is noted that Ms. Clark statements that Complainant did pay twice, to his Account Number 9438 and to ex-wife's Account Number 7476 are first discussed at the hearing and not in Comcast's Amended Answer.

¹⁰ Comcast would not provide Ms. Dhavali's full account number due to privacy laws.

As evidence that Account Number 7674 does not belong to the Complainant, Comcast filed a declaration.

- Declaration by John Brazier, Executive Director states that Account Number 7674 does not belong to Prakash Dhavali.

Ms. Clark contends that Complainant is not entitled to any refund because all refunds have been issued for the period of March 2018 through April 2020 and that no refund is entitled for the period of May 2020 through November 2024 because Complainant's \$90.00 monthly payments were being used to pay his ex-wife's Account Number 7674.

5. Discussion

A hearing in this matter was held on Webex on September 23, 2025. At the hearing, Prakash Dhavali represented the Complainant and Kelly Clark represented Comcast.

6. Jurisdiction

Rule 4.6(a) applies to expedited complaint proceedings(ECP). Rule 4.6(a) states the following:

This procedure is applicable to complaints against any electric, gas, water, heat or telephone company where the amount of money claimed does not exceed the jurisdictional limit of small claims court referenced in Public Utilities Code Section 1702.1.

Comcast argues that this case concerns unregulated internet service during the disputed period of time and therefore the Commission does not have jurisdiction.

Comcast is a telecommunications corporation whose services include internet, mobile phone, television and streaming, VOIP home phone and home security.

Rule 4.6(a) states that ECP is applicable to telephone companies. The Commission has limited jurisdiction over telephone company's services such as broadband internet¹¹, VOIP home phone¹² and mobile phone services.¹³

Rule 4.6(a) does not state which services must be provided or that a service must be provided during the period of dispute. Here, the evidence establishes that the Complainant was a Comcast customer for over 25 years and he was provided cable, internet and VOIP home phone services at different times. Since Comcast provides its customers with mobile phone services and VOIP home phone services, it is determined that Comcast is a telephone company within the definition of Rule 4.6(a). Therefore, Comcast's contention that a telephone related service must be provided during the period of dispute is unpersuasive and not supported by case law or by a reading of Rule 4.6(a). As such, it is determined that the Commission has jurisdiction to hear this ECP case.

7. Terms and Conditions

The Commission has jurisdiction over the terms and conditions of a service agreement.¹⁴ Comcast argues that section 12 of the RSA applies to the Complainant. Specifically, "For billing disputes, subject to applicable law and

¹¹ Rulemaking (R.) 20-09-001 and R.20-08-021.

¹² Pub. Util. Code Sections 1013 and 1001.

¹³ 47 U.S.C. Section 332 (c)(3).

¹⁴ 47 U.S.C. Section 332(c)(3).

our binding legal obligations, you must notify us within 120 days of the date on the bill you are disputing or you waive the right to dispute the bill.”

Service agreements are contracts between the telephone company and the customer. Unless the terms and conditions in the service agreement are against applicable law, the terms and conditions of the service agreement are binding.

Here, the evidence establishes that the Complainant first became aware of his overpayment in September 2024. After applying the 120-day limitation (September 2024 – 120 days = May 2024), it is determined that the period in dispute will be from May 2024 through November 2024. As such, the Complainant’s allegations that he overpaid from March 2018 through April 2020 and from May 2020 through April 2024 are dismissed as these allegations were submitted more than 120 days after the Complainant’s initial contact with the utility and therefore exceed the filing limitation set forth in the Residential Service Agreement.

8. Period of May 2024 through November 2024

The Complainant provided 2024 bank statements that establishes that he has been paying \$90.00 per month to Comcast from May 2024 through November 2024. The Complainant testified that the \$90.00 per month payments were paid to Account Number 2938. Complainant also provided Citi Credit Card Summary that establishes he has been paying various amounts to Comcast from May 2024 through November 2024. Complainant testified that these payments were for Account Number 9438. Complainant contends that this is

evidence that he overpaid paid Comcast twice for each month and is due a refund.

Comcast agreed that Complainant paid Comcast twice for period of May 2024 through November 2024. However, Comcast argues that Complainant's \$90.00 per month payments for the period of May 2024 through November 2024 were paid to Account Number 7674, which belonged to his ex-wife. However, Comcast did not provide evidence to support this assertion, and instead, cited privacy laws as the reason for not offering proof.

Here, it is determined that the Complainant made duplicate payments to Comcast for the period of May 2024 through November 2024. On February 23, 2018, Comcast disconnected the Complainant's service associated with Account Number 2938. Comcast's records nonetheless establish that the Complainant continued to pay \$60.00 per month to Account Number 2938 from March 2018 through August 2019. The Complainant's 2020 bank statements further confirm that, beginning in May 2020, he paid \$90.00 per month to Account Number 2938.

Comcast has not provided any evidence that the Complainant's \$90.00 monthly payments were redirected from Account Number 2938 to Account Number 7674. The Complainant submitted a letter from his ex-wife affirming that she neither requested nor authorized any payments to her Account Number 7674. Although Comcast furnished a declaration demonstrating that Account Number 7674 is not registered to the Complainant, that declaration does not establish that the ex-wife consented to Complainant's payments being credited to her account.

As such, the Complainant has met his burden of proof by a preponderance of the evidence and is entitled to a refund of \$90.00 per month for the period of May 2024 through November 2024, for a total overpayment of \$630.00.

9. \$5000.00 for Emotional Distress and Undue Burden

Here, the Complainant seeks damages in the amount of \$5,000 for emotional distress and undue burden allegedly caused by Comcast's actions in this proceeding.

The Commission's jurisdiction is limited to ordering reparations in the form of refunds or bill adjustments and does not extend to awards for emotional distress or other non-bill-related damages.¹⁵

As such, the Complainant's request for \$5,000 in emotional distress and undue burden damages is dismissed. The Complainant remains free to pursue such claims in an appropriate civil forum.

10. Conclusion

The Complainant successfully demonstrated that he overpaid Comcast for the period of May 2024 through November 2024 in the amount of \$630.00. The Complainant's request for relief is partially granted.

11. Waiver of Comment Period

Under Rule 14.7(b) of the Commission's Rules of Practice and Procedure, the Commission may waive the otherwise applicable 30-day period for public review and comment on the decision of the assigned Administrative Law Judge (ALJ) in a complaint under the expedited complaint procedure. Under the

¹⁵ PT&T Co., 72 CPUC 505 at 509(1971).

circumstances of this case, it is appropriate to waive the 30-day period for public review and comment.

12. Assignment of Proceeding

Darcie L. Houck is the assigned Commissioner and Minh LeQuang is the assigned ALJ in this proceeding.

IT IS ORDERED that :

1. Comcast Phone of California, LLC d/b/a Comcast Digital Phone must provide Complainant a refund in the amount of \$630.00 within 30 days of this order.

2. Case 25-06-016 is closed.

This order is effective today.

Dated December 4, 2025, at San Francisco, California.

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