
PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

[DATE]

Agenda ID # _____

Adjudicatory

~~TO PARTIES OF RECORD IN CASE 25-08-023:~~

~~This is the proposed decision of Administrative Law Judge Shannon Clark. Until and unless the Commission hears the item and votes to approve it, the proposed decision has no legal effect. This item may be heard, at the earliest, at the Commission's~~

~~April 9, 2026, Business Meeting. To confirm when the item will be heard, please see the Business Meeting agenda, which is posted on the Commission's website 10 days before each Business Meeting.~~

~~Parties of record may file comments on the proposed decision as provided in Rule 14.3 of the Commission's Rules of Practice and Procedure.~~

~~Michelle Cooke
Chief Administrative Law Judge~~

MLC: jds

[ALJCOM/SCDKDL/jds](#) **PROPOSED DECISION**
[\(Rev. 1\)](#)

Agenda ID # 24082

Adjudicatory
[4/9/2026 Item #8](#)

Decision **PROPOSED DECISION OF ALJ CLARK** (Mailed ~~4/9/2026~~ [03/09/2026](#))

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Nsikak Iniodu,

Complainant,

vs.

Complaint 25-08-023

Wave Energy LLC,

Defendant.

**PROPOSED DECISION GRANTING RELIEF IN PART
AND DENYING RELIEF IN PART**

Summary

Complainant Nsikak Iniodu alleges that Defendant Wave Energy, LLC made misrepresentations to him to induce him to sign up for their services, specifically, that (1) Mr. Iniodu would save money by switching to Wave Energy, (2) that Mr. Iniodu could cancel at any time without fees, and (3) that Mr. Iniodu would not be charged for the first two months. Complainant requests a full refund of the outstanding Wave Energy charges on his PG&E account, which he reports to be \$131.56, plus a refund of the \$22.13 billed to him by Wave Energy during his first month.

We find that Complainant has met his burden to demonstrate by a preponderance of the evidence that Wave Energy made misrepresentations to

him that he would save money by switching to their services. However, we also

find that Complainant failed to meet his burden to demonstrate by a preponderance of the evidence that the Defendant made misrepresentations that Mr. Iniodu could cancel at any time without fees and that he would not be charged for the first two months. Therefore, this decision directs the Defendant to refund \$135.96 to Complainant's account, the approximate additional amount Complainant paid above his typical gas bill as a result of signing up with Wave Energy.

Complainant's request for relief is granted in part and denied in part.

Complaint 25-08-023 is closed.

1. Background

On August 25, 2025, Complainant Nsikak Iniodu (Complainant or Mr. Iniodu) filed the instant complaint disputing his gas bills from October 23, 2024 to November 21, ~~2024.~~¹2024.¹ Mr. Iniodu alleges that Defendant Wave Energy, LLC (Defendant or Wave Energy) provided him with misleading information that led him to sign up for their services, and then continued to charge him after he cancelled his services on November 11, 2024. The full factual and procedural background is set forth below.

1.1. Procedural Background

Mr. Iniodu filed the instant complaint on August 25, 2025. On October 17, 2025, the California Public Utilities Commission (Commission) issued Instructions to Answer, directing the Defendant to file its answer on November 6, 2025.

On November 3, 2025, Defendant's representative requested to reschedule the evidentiary hearing then-scheduled for November 14, 2025. On November 4,

¹~~Complaint at 1-2.~~

¹Complaint at 1-2.

2025, after confirming the Complainant's availability, the assigned Administrative Law Judge (ALJ) issued a ruling rescheduling the evidentiary hearing to November 17, 2025.

On November 10, 2025, the assigned ALJ sent a procedural email to the service list stating that she had not yet received service of Defendant's answer and directing the Defendant to serve a copy of its answer to the entire service list as soon as possible. The assigned ALJ also noted that Defendant's answer had been submitted for filing on November 10, 2025, two business days late. Defendant sent a response email to the service list stating that they had misunderstood the deadline of the Answer to be twenty business days, rather than twenty days. That same day, Defendant served its answer on the service list.

Also on November 10, 2025, as noted by the assigned ALJ in her email, the Defendant attempted to file its answer with the Commission. The answer contained several deficiencies, including that it was not signed or verified pursuant to Rules 4.4, 1.8 and 1.11 of the Commission's Rules of Practice and Procedure (Rules). As a result of these deficiencies, the answer was not filed.

On November 12, 2025, the assigned ALJ issued a ruling requesting that the defendant, Wave Energy, provide an itemized billing statement of all Wave Energy charges billed to the Complainant. The Defendant provided that information on November 14, 2025.

On November 12, 2025, the Complainant emailed the Assigned ALJ requesting the issuance of a subpoena duces tecum of his phone service provider Comcast/Xfinity to produce call recordings and call logs of his communications with Wave Energy. On November 14, 2025 the assigned ALJ forwarded the request to the service list. At the evidentiary hearing on November 17, 2025, the assigned ALJ denied the Complainant's request because Complainant did not

sufficiently demonstrate the materiality of the requested documents required by Rule 10.2.

The evidentiary hearing on this matter was held on November 17, 2025. In response to requests made by the assigned ALJ at the evidentiary hearing, on November 18, 2025, the Complainant emailed the assigned ALJ information regarding the specific amounts he was requesting refunded in his Complaint. The Complainant also provided information regarding his financial situation. On December 1, 2025, the assigned ALJ forwarded the email and documents from the Complainant to the entire service list.

On January 13, 2026, the assigned ALJ issued a ruling directing the Defendant to correct deficiencies in its answer and to serve and file the corrected answer no later than seven business days from the issuance of the ruling. On January 21, 2026, the Defendant filed a corrected answer and served the corrected answer on the service list.

As of January 21, 2026, this proceeding was submitted.

1.2. Factual Background

Mr. Iniodu is a Pacific Gas and Electric (PG&E) customer living in a one-bedroom apartment in Sacramento, CA. He receives the California Alternative Rates for Energy (CARE) program monthly discount on his energy bill.² On July 23, 2024, Mr. Iniodu alleges that a Wave Energy agent came to his apartment complex and told him that Wave Energy is partnered with PG&E to offer low-income energy plans.³ Wave Energy is a Core Transport Agent (CTA). CTAs are

²-Complaint Attachments, p. 13.

³-Id. at 2.

²Complaint Attachments, p. 13.

³Id. at 2.

alternative natural gas suppliers to Local Distribution Companies, such as PG&E. CTAs purchase gas on behalf of customers for their homes or businesses.

When Mr. Iniodu was initially approached by Wave Energy in July 2024, he reports that he was hesitant to sign up with Wave Energy because he was experiencing severe financial hardship.⁴ Mr. Iniodu alleges that when the Wave Energy representative asked him what his monthly bill was, he told the representative that it ranged from \$25 to \$35.⁵ He also communicated to the representative that he was in a financial crisis.⁶ Mr. Iniodu alleges that the representative told him that with Wave Energy his monthly bill would be lower than his current monthly bill and that he could cancel at any time without fees.⁷ Mr. Iniodu also alleges that the representative told him that he would not need to pay his bill for two months until his account was activated.⁸ The Wave Energy representative also asked for Mr. Iniodu's PG&E account number so that the representative could check whether Mr. Iniodu was qualified to sign up for Wave Energy.⁹ Mr. Iniodu stated that he asked for time to think about the offer, but that the representative insisted that Mr. Iniodu act quickly.¹⁰ According to Mr. Iniodu, the representative called his supervisor who spoke with Mr. Iniodu, and provided additional assurances that Mr. Iniodu's bill would be lower.¹¹

⁴ *Ibid.*

⁵ *Ibid.*

⁶ *Id.* at 4.

⁷ *Id.* at 2.

⁸ *Id.* at 3-4

⁹ *Id.* at 2.

¹⁰ *Id.* at 3.

¹¹ *Ibid.*

⁴ Ibid.

⁵ Ibid.

⁶ Id. at 4.

⁷ Id. at 2.

⁸ Id. at 3-4

⁹ Id. at 2.

¹⁰ Id. at 3.

¹¹ Ibid.

Based on these assurances that his monthly gas bill would be lower, Mr. Iniodu signed up for Wave Energy.¹² Following signing up, Mr. Iniodu was provided an executed copy of the contract.¹³

We note that Wave Energy operates under a flat rate model. Based on a customer's annualized historical usage, a customer is assigned a monthly flat rate.¹⁴ For customers whose annualized historical usage is less than 200 therms, the estimated monthly gas charges are \$45.00, and for customers whose annualized usage is between 201-600 therms, the estimated monthly gas charges are \$65.00.¹⁵ Wave Energy customers are also responsible for paying applicable taxes and fees, including an additional administration fee of \$14.99 a month.¹⁶ In addition to the gas charges and fees charged by Wave Energy, customers also need to pay PG&E charges for transportation and delivery services.¹⁷

According to the terms and conditions of Mr. Iniodu's contract with Wave Energy, because Wave Energy was unable to obtain Mr. Iniodu's annual usage, he would be subject to a rate of \$1.19 per therm for the first month.¹⁸ The flat rate fee would begin in Mr. Iniodu's second month of service with Wave Energy.¹⁹

¹² ~~Ibid.~~

¹³ ~~Answer at 1.~~

¹⁴ ~~Wave Energy LLC Residential and Small Commercial Natural Gas Terms of Service in California Markets at 1.~~

¹⁵ ~~Ibid.~~

¹⁶ ~~Id. at 2.~~

¹⁷ ~~Id. at 1.~~

¹⁸ ~~Ibid.~~

¹⁹ ~~Ibid.~~

¹² *Ibid.*

¹³ Answer at 1.

¹⁴ Wave Energy LLC Residential and Small Commercial Natural Gas Terms of Service in California Markets at 1.

¹⁵ *Ibid.*

¹⁶ *Id.* at 2.

¹⁷ *Id.* at 1.

¹⁸ *Ibid.*

¹⁹ *Ibid.*

Mr. Iniodu's service with Wave Energy began on August 24, ~~2024.~~²⁰2024.²⁰ His first billing statement that included Wave Energy charges was dated October 1, ~~2024.~~²¹2024.²¹ As this was his first billing cycle with Wave Energy, he was charged on a per therm basis, and his gas charges totaled \$7.14. In addition, he was charged a \$14.99 administration fee by Wave Energy and \$8.88 in PG&E gas delivery charges.²² His total charges for this month were \$31.01.

Mr. Iniodu's next bill from Wave Energy came on his October 30, 2024 statement.²³ Based on his historical annual usage calculation, he was placed in the first flat rate tier, and his monthly gas charge was ~~\$45.00.~~²⁴\$45.00.²⁴ In addition, Wave Energy charged him a \$14.99 administration fee, and PG&E's gas delivery charges were ~~\$10.78.~~²⁵\$10.78.²⁵ His new charges for this month totaled \$70.77. On November 3, 2024, Mr. Iniodu reviewed this bill and states that he was shocked by how high his monthly charges were.²⁶

Mr. Iniodu states that he called Wave Energy the next business day on Monday, November 4, 2024, intending to cancel his contract and communicating that his bill was much higher than what he was led to believe it would be.²⁷ Mr. Iniodu claims that the customer representative convinced him to stay for another six months, telling him at that time he would receive reward offers from the

²⁰ ~~Wave Energy Itemized Billing Statement for Nsikak Iniodu.~~

²¹ ~~Complaint Attachments p. 28-30.~~

²² ~~Ibid.~~

²³ ~~Id. at 13-14.~~

²⁴ ~~Ibid.~~

²⁵ ~~Ibid.~~

²⁶ ~~Id. at 4.~~

²⁷ ~~Id. at 4-5.~~

²⁰Wave Energy Itemized Billing Statement for Nsikak Iniodu.

²¹Complaint Attachments p. 28-30.

²²*Ibid.*

²³*Id.* at 13-14.

²⁴*Ibid.*

²⁵*Ibid.*

²⁶*Id.* at 4.

²⁷*Id.* at 4-5.

program.²⁸²⁸ Mr. Iniodu states that he eventually determined that he could not afford Wave Energy's fees, and called Wave Energy again on November 11, 2024, officially cancelling his services on this date.²⁹²⁹ During this call, Mr. Iniodu asserts that he asked what his last bill would be, as he was told that he could cancel anytime without additional costs, and reports that the agent responded that she was not sure what his final bill would be.³⁰³⁰ It was Mr. Iniodu's understanding following this call that he would only be charged for Wave Energy's services up until the date that he cancelled.³¹³¹

Between December 2024 and February 2025, Mr. Iniodu states that his understanding was that his contract with Wave Energy had been cancelled. On December 4, 2024, he received a bill of PG&E of \$15.36 for his last cycle of delivery charges.³²³² In January and February 2025, Mr. Iniodu began receiving regular gas charges from PG&E again.³³³³

On March 29, 2025, Mr. Iniodu received his final bill from Wave Energy for the billing cycle of October 23, 2024 to November 21, 2024.³⁴³⁴ In this bill, based on his annualized historic usage, Mr. Iniodu was placed in the second flat rate tier, making his monthly gas charge \$65.³⁵³⁵³⁶³⁶ In addition to this charge,

²⁸ ~~Id. at 5.~~

²⁹ ~~Id. at 5-6.~~

³⁰ ~~Ibid.~~

³¹ ~~Ibid.~~

³² ~~Id. at 20-21.~~

³³ ~~Id. at 22-23, 25-27.~~

³⁴ ~~Id. at 15-19.~~

³⁵ ~~Ibid.~~

³⁶ ~~We note that Wave Energy's placement of Mr. Iniodu into a higher payment tier seems contrary to what the record demonstrates about Mr. Iniodu's relatively low gas usage. Wave Energy's terms and conditions state that a users' annualized historical usage is calculated each month based on the preceding twelve month period. The terms give Wave Energy "sole discretion" to make adjustments to annualized historical usage "to account for factors such as, but not limited to, seasonal~~

he was also

²⁸Id. at 5.

²⁹Id. at 5-6.

³⁰Ibid.

³¹Ibid.

³²Id. at 20-21.

³³Id. at 22-23, 25-27.

³⁴Id. at 15-19.

³⁵Ibid.

³⁶We note that Wave Energy's placement of Mr. Iniodu into a higher payment tier seems contrary to what the record demonstrates about Mr. Iniodu's relatively low gas usage. Wave

Footnote continued on next page.

~~abnormalities and delayed meter readings." We find Wave Energy's complete discretion over billing tier placement to run contrary to Public Utilities Code § 985(e)'s requirement that CTA bills "shall contain sufficient detail for the customer to recalculate the bill for accuracy."~~

charged Wave Energy's usual \$14.99 administration fee.³⁷ These charges, along with his final PG&E delivery charge of \$15.36 billed on December 4, 2024,³⁸ made his total charges for his final billing cycle with Wave Energy \$95.35.

Mr. Iniodu states that over the next couple months, he reached out to Wave Energy to dispute this bill numerous times, and that he eventually reached out to the Commission's Consumer Affairs Branch.³⁹ Mr. Iniodu filed this instant complaint when these prior communications failed to resolve the issue.

Mr. Iniodu reports that he has an outstanding unpaid amount of \$131.56 in Wave Energy charges.⁴⁰

2. Complainant's Contentions

Complainant alleges that he was provided false and misleading information by Wave Energy in order to induce him to sign up for their services.⁴¹ He says that he only signed up for Wave Energy because he was told by the Wave Energy representative that if he signed up, his gas bills would be lower than his usual PG&E rate of \$25-\$35 a month, and that he would not need-

to
Energy's terms and conditions state that a users' annualized historical usage is calculated each month based on the preceding twelve-month period. The terms give Wave Energy "sole discretion" to make adjustments to annualized historical usage "to account for factors such as,

³⁷~~Complaint Attachments at 15-19.~~

³⁸~~Id. at 20-21.~~

³⁹~~Id. at 7-12.~~

⁴⁰~~In an email communication dated November 18, 2025, Mr. Iniodu reported that in April 2025 the California Climate Credit of \$67.03 was added to his account, reducing Mr. Iniodu's total outstanding bill. Mr. Iniodu represents that he still wants this amount refunded to him.~~

⁴¹~~Complaint at 2.~~

but not limited to, seasonal abnormalities and delayed meter readings.” We find Wave Energy’s complete discretion over billing tier placement to run contrary to Public Utilities Code § 985(e)’s requirement that CTA bills “shall contain sufficient detail for the customer to recalculate the bill for accuracy.”

³⁷ Complaint Attachments at 15-19.

³⁸ *Id.* at 20-21.

³⁹ *Id.* at 7-12.

⁴⁰ In an email communication dated November 18, 2025, Mr. Iniodu reported that in April 2025 the California Climate Credit of \$67.03 was added to his account, reducing Mr. Iniodu’s total outstanding bill. Mr. Iniodu represents that he still wants this amount refunded to him.

⁴¹ Complaint at 2.

to pay his bill for two months until his account was activated.⁴²⁴² He also alleges Wave Energy should not have charged him past the date that he cancelled his services, November 11, 2025, because he was told that he could cancel anytime.⁴³⁴³

Mr. Iniodu requests a full refund of the outstanding Wave Energy charges on his PG&E account, which he reports to be \$131.56, plus a refund of the \$22.13 billed to him by Wave Energy during his first month, as he alleges that Wave Energy represented to him that he would not be charged for the first two months.⁴⁴⁴⁴

3. Defendant's Contentions

Defendant argues that the Complainant voluntarily authorized the switch to Wave Energy and provides the executed contract documents which state that Mr. Iniodu agreed to the switch and Wave Energy's terms and Conditions.⁴⁵⁴⁵ Wave Energy states that Mr. Iniodu's understanding and acceptance of Wave Energy's terms and conditions is exemplified by his enrollment and participation in Wave Energy's rewards program.⁴⁶⁴⁶

Defendant further argues that no misrepresentations were made to Mr. Iniodu, and provides customer logs that it states demonstrate that Mr. Iniodu was treated professionally.⁴⁷⁴⁷ Defendant requests that the Commission dismiss Mr. Iniodu's complaint in its entirety.⁴⁸⁴⁸

⁴²~~Complaint Attachments at 3-4.~~

⁴³~~Id. at 6.~~

⁴⁴~~Email from Mr. Iniodu dated November 18, 2025.~~

⁴⁵~~Answer at 1; Answer Attachments.~~

⁴⁶~~Answer at 1.~~

⁴⁷~~Answer at 2-3; Attached Customer Service Log.~~

⁴⁸~~Answer at 3.~~

⁴²Complaint Attachments at 3-4.

⁴³*Id.* at 6.

⁴⁴Email from Mr. Iniodu dated November 18, 2025.

⁴⁵Answer at 1; Answer Attachments.

⁴⁶Answer at 1.

⁴⁷Answer at 2-3; Attached Customer Service Log.

⁴⁸Answer at 3.

4. Jurisdiction

Commission jurisdiction over CTAs like Wave Energy is established in Public Utilities Code sections 980 through 989.5. Among other things, these provisions allow customers to proceed with a complaint against a CTA either through the judicial court system or through a complaint filed with the Commission.⁴⁹⁴⁹ The provisions also allow the Commission to take enforcement actions where it finds that a CTA has made “material misrepresentations in the course of soliciting customers,” or acted with “dishonesty, fraud or deceit with the intent to substantially benefit the [CTA] or its employees, agents, or representatives....”⁵⁰⁵⁰

Additionally, Decision (D.) 14-08-043 adopted registration standards for CTAs, “...to ensure that core customers who purchase natural gas directly from third-party suppliers are protected from fraud and abuse.”⁵¹⁵¹

5. Discussion

To succeed in an expedited complaint, Complainant bears the burden of proving, by a preponderance of evidence, that Defendant violated an applicable law, rule, tariff or statute administered by the Commission. Mr. Iniodu alleges that Wave Energy made three misrepresentations of fact to him to induce him to sign up for their services. Specifically, Mr. Iniodu alleges that Wave Energy misrepresented: 1) that he would save money on his gas bill by switching to Wave Energy, 2) that he could cancel at any time without an extra cost, and 3) that he would not be charged for the first two months of Wave Energy Services.

⁴⁹~~Pub. Utilities Code § 983, subd. (b).~~

⁵⁰~~Id. at § 983.5, subd. (b)(1)-(2).~~

⁵¹~~D.14-08-043 at 2.~~

⁴⁹Pub. Utilities Code § 983, subd. (b).

⁵⁰*Id.* at § 983.5, subd. (b)(1)-(2).

⁵¹D.14-08-043 at 2.

5.1. Misrepresentations That Mr. Iniodu Would Save Money on his Gas Bill by Switching to Wave Energy

We find that Complainant has demonstrated, by a preponderance of the evidence, that Wave Energy representatives made misrepresentations to him that his gas bill would decrease to induce him to sign up for Wave Energy's services.

Here, the evidence demonstrates that the Wave Energy representative that came to Complainant's residence on July 23, 2024 could not have reasonably believed that the Complainant would save money with Wave Energy's services. Complainant states that he was upfront with the representative about his financial situation and about the amount he was currently paying for his gas usage. Mr. Iniodu reports that the representative asked him what his monthly gas bill was, and that he told the representative it ranged from \$25-\$35 dollars.⁵²⁵² He also states that he provided the representative with his PG&E account number.⁵³⁵³ When provided this information, Mr. Iniodu states that the representative told him that the rate he would pay with Wave Energy would be lower – despite the fact that the lowest base rate Wave Energy provides for gas is \$45 – not including administrative and PG&E fees, which inflate the cost more.⁵⁴⁵⁴ Not only does Mr. Iniodu allege that the representative assured him that his rate would be lower, Mr. Iniodu also reports that he also called his supervisor who repeated these misrepresentations to Mr. Iniodu.⁵⁵⁵⁵ Mr. Iniodu states that the only reason he made the switch to Wave Energy was because he believed that it would save him money, which is supported by the other

⁵²~~Complaint Attachments at 2.~~

⁵³~~Ibid.~~

⁵⁴~~Ibid.; see also Wave Energy Terms and Conditions at 1.~~

⁵⁵~~Complaint Attachments at 3.~~

documentation Mr.

⁵²Complaint Attachments at 2.

⁵³*Ibid.*

⁵⁴*Ibid.*; see also Wave Energy Terms and Conditions at 1.

⁵⁵Complaint Attachments at 3.

Iniodu has provided about his financial situation at the time he signed up for Wave Energy.⁵⁶56

Moreover, even if Mr. Iniodu hadn't been so upfront about his current monthly gas payments, the Wave Energy representative had ample reason to believe that Mr. Iniodu would not reduce his monthly bill with Wave Energy. Wave Energy operates on a flat rate basis. The customers who benefit from such a program, are those who use higher amounts of gas, such that the monthly flat rate (plus administrative and PG&E fees) is lower than what they would be paying if they had to pay per therm. For example, at the evidentiary hearing, the Defendant noted that many Wave Energy customers who use gas for heating their swimming pools are very satisfied customers because they pay less under the flat-rate program. In contrast, Mr. Iniodu lives in a one-bedroom apartment. His monthly gas usage is correspondingly much lower than someone who owns a single-family home with a pool.

We find that it is patently unreasonable for the Wave Energy representative who arrived at Mr. Iniodu's door – or his supervisor – to represent that a customer in Mr. Iniodu's position would save money with Wave Energy. Instead, what is much more reasonable to infer from the evidence presented, is that Wave Energy approached a man who told them he was having financial challenges, and assured him that he could save money if he switched to Wave Energy – despite having every reason to believe that he would not. Not only do these actions constitute material misrepresentations of fact, we find them to be predatory.

⁵⁶~~Email from Mr. Iniodu dated Nov. 18, 2025.~~

⁵⁶Email from Mr. Iniodu dated Nov. 18, 2025.

Wave Energy argues that they did not make misrepresentations to Mr. Iniodu because the full details about the cost of Wave Energy's services were included in the written terms and conditions which were provided to Mr. Iniodu and which he signed with his initials. We are not persuaded by this argument. It is not reasonable that a man who states he is in a "financial crisis"⁵⁷57 would knowingly increase his monthly gas bill from \$25-35 a month to, at minimum, a \$45.00 gas charge, an additional \$14.99 administrative fee, and additional PG&E charges. Moreover, we note that Public Utilities Code sections 985 and 986 provide numerous requirements for the written notice of service terms that CTAs provide to customers, including that such notices shall be "...easily understandable."⁵⁸58 We do not find that it consistent with the intent of these requirements, which are designed to ensure that customers fully understand the terms and conditions of the service they are agreeing to, for a CTA representative to make statements orally that contradict written terms they are asking a customer to sign.⁵⁹59

Given that we find the Complainant only agreed to switch to Wave Energy's services because the Defendant misrepresented that Complainant would reduce his monthly bill, we find it reasonable to refund Complainant for the additional amount he paid beyond his typical gas bill as a result of his enrollment with Wave Energy. In the complaint Mr. Iniodu states that his typical monthly PG&E bill ranges from \$25-\$~~35~~.⁶⁰35.⁶⁰ However, based on the several PG&E

⁵⁷~~Complaint Attachments at 4.~~

⁵⁸~~Pub. Utilities Code § 985, subd. (d).~~

⁵⁹~~We also note that Mr. Iniodu does not speak English as his first language, and that the offer of service that Wave Energy provided, as well as the terms and conditions and written statement confirming the switch to Wave Energy, were all provided in English.~~

⁶⁰~~Complaint Attachments at 2.~~

⁵⁷Complaint Attachments at 4.

⁵⁸Pub. Utilities Code § 985, subd. (d).

⁵⁹We also note that Mr. Iniodu does not speak English as his first language, and that the offer of service that Wave Energy provided, as well as the terms and conditions and written statement confirming the switch to Wave Energy, were all provided in English.

⁶⁰Complaint Attachments at 2.

statements Mr. Iniodu provided from the period after his services with Wave Energy ended, we note that his gas bills from this period (dated January 3 and 28 and February 26) were lower, ranging from ~~\$17.20-23.74.~~⁶¹17.20-23.74.⁶¹ Using the actual amounts on Mr. Iniodu's gas bills, we find that Mr. Iniodu's average monthly gas bill with PG&E is \$ 20.39. Mr. Iniodu was a customer of Wave Energy for three billing cycles, meaning that if he were not a Wave Energy customer, we calculate he would have paid a total of \$61.17 for that period. Instead, as a Wave Energy customer, Mr. Iniodu was charged ~~\$31.01,~~⁶²31.01,⁶² ~~\$70.77,~~⁶³70.77,⁶³ and \$95.35⁶⁴64 for his gas bills, respectively, during these billing cycles, totaling ~~\$197.13.~~⁶⁵197.13.⁶⁵ Therefore, we find that Mr. Iniodu paid an additional \$135.96 over what he otherwise would have paid due to signing up with Wave Energy, and direct the Defendant to credit or otherwise refund, \$135.96 to the Complainant.

Mr. Iniodu requests a full refund of his outstanding Wave Energy charges, which he reports to be ~~\$131.56.~~⁶⁶131.56.⁶⁶ Because Mr. Iniodu would have been paying his typical PG&E bill anyway had he not signed up with Wave Energy, we decline to grant this relief in its entirety and instead award him a refund of the additional money he paid to Wave Energy beyond his typical gas bill, \$135.96.

⁶¹~~Id. at 22-23, 24-27.~~

⁶²~~Id. at 28-30.~~

⁶³~~Id. at 13-14.~~

⁶⁴~~Id. at 15-19; 20-21.~~

⁶⁵~~These totals include Wave Energy gas charges, administrative fees and PG&E delivery charges.~~

⁶⁶~~It appears that Mr. Iniodu paid a portion of the Wave Energy charges, and that \$131.56 is the portion of his Wave Energy bills that remains outstanding, and is not the full amount he asserts he was charged by Wave Energy.~~

⁶¹Id. at 22-23, 24-27.

⁶²Id. at 28-30.

⁶³Id. at 13-14.

⁶⁴Id. at 15-19; 20-21.

⁶⁵These totals include Wave Energy gas charges, administrative fees and PG&E delivery charges.

⁶⁶It appears that Mr. Iniodu paid a portion of the Wave Energy charges, and that \$131.56 is the portion of his Wave Energy bills that remains outstanding, and is not the full amount he asserts he was charged by Wave Energy.

5.2. Misrepresentations That Mr. Iniodu Could Cancel at Any Time Without Cost

Mr. Iniodu alleges that Wave Energy misrepresented to him that he could cancel his Wave Energy services any time without cost, and therefore that he should not have been charged for services past the date his services were cancelled.⁶⁷⁶⁷ We do not find that Mr. Iniodu has demonstrated by a preponderance of the evidence that Wave Energy made misrepresentations with regards to this allegation.

Mr. Iniodu's services with Wave Energy were cancelled as of November 11, 2025.⁶⁸^{2025.68} Rather than concluding billing on that date, Wave Energy billed Mr. Iniodu for the remainder of his last billing cycle, dated October 23, 2025 through November 21, 2025 – 10 days after the cancellation date.⁶⁹⁶⁹ However, we do not find that this fact means that Wave Energy's assurances to Mr. Iniodu were misrepresentations. Mr. Iniodu was not charged any cancellation fees or other penalties for cancelling. While perhaps a little vague, we do not find that the statement that customers "...can cancel anytime with no extra cost," to necessarily mean that they wouldn't be charged through the end of a billing cycle or to run counter to the terms and conditions provided to Mr. Iniodu.⁷⁰⁷⁰ Therefore, we decline to grant any relief based on this allegation.

⁶⁷ ~~Complaint Attachments at 5-6.~~

⁶⁸ ~~Ibid.~~

⁶⁹ ~~Email from Wave Energy dated November 14, 2025.~~

⁷⁰ ~~The Wave Energy terms and conditions allow residential customers to cancel (1) until midnight of the thirtieth (30) day after the date of the first bill of service has been issued to you or (2) at any time with sixty (60) days advance written notice. We do note that since for the first month of Wave Energy charges are billed on a per term basis, many customers may not be in a position to realize the true full cost of their Wave Energy services until that 30-day period is entirely or nearly complete. However, we also note that in this case, despite Mr. Iniodu not canceling until after the 30 day period, he was not charged an addition 60 days past his cancellation date.~~

⁶⁷ Complaint Attachments at 5-6.

⁶⁸ *Ibid.*

⁶⁹ Email from Wave Energy dated November 14, 2025.

⁷⁰ The Wave Energy terms and conditions allow residential customers to cancel (1) until midnight of the thirtieth (30) day after the date of the first bill of service has been issued to you or (2) at any time with sixty (60) days advance written notice. We do note that since for the first month of Wave Energy charges are billed on a per therm basis, many customers may not be in a position to realize the true full cost of their Wave Energy services until that 30 day period is entirely or nearly complete. However, we also note that in this case, despite Mr. Iniodu not

Footnote continued on next page.

5.3. Misrepresentations That Mr. Iniodu Would Not be Charged for the First Two Months of Wave Energy Services

Mr. Iniodu also requests a full refund of the Wave Energy charges (excluding the PG&E delivery fees) for his first month of service, totaling \$22.13, as he alleges the Wave Energy representative told him that he would not be charged for the first two months of services.⁷¹ Given that Mr. Iniodu's Wave Energy service began in August 2024, and did not receive his first Wave Energy bill until October 1, 2024, we believe that this communication may have been a misunderstanding, and that the representative meant that while charges would begin sooner, the bill would not arrive for a couple of months. Therefore, we do not find that Mr. Iniodu has met his burden with regard to this allegation, and we decline to grant Mr. Iniodu a refund of the entire first month's charges.

6. Conclusion

We find that the Complainant has successfully demonstrated by a preponderance of the evidence that the Defendant misrepresented that he could lower his monthly gas bill by switching to Wave Energy to induce him to sign up for its services. However, we also find that Complainant failed to demonstrate that he should be granted a full refund of his current outstanding Wave Energy charges. Moreover, we find that Complainant failed to demonstrate that the Defendant misrepresented that Complainant could cancel at any time without notice or that he would not be charged for the first two months. Therefore, Complainant's request for relief is granted in part and denied in part.

[canceling until after the 30 day period, he was not charged an addition 60 days past his cancellation date.](#)

⁷¹~~Email from Mr. Iniodu dated November 18, 2025.~~

⁷¹Email from Mr. Iniodu dated November 18, 2025.

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7. Comment Period

Under Rule 14.7(b), the Commission may waive the otherwise applicable 30-day period for public review and comment on the decision of the assigned Administrative Law Judge in a complaint under the expedited complaint procedure. Under the circumstances of this case, we decline to waive the period for public review and comment.

The proposed decision of ~~Administrative Law Judge Shannon Clark~~ Commissioner Karen Douglas in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.3 of the Commission’s Rules of Practice and Procedure. ~~Comments were filed on _____, and~~ The Complainant filed comments on the proposed decision on March 11, 2026. No reply comments were filed ~~on _____ by _____.~~ Complainant comments that he should be awarded a full refund of all Wave Energy charges or additional compensation. Complainant also makes other requests that do not identify factual, legal or technical errors in the proposed decision and therefore we accord no weight pursuant to Rule 14.3. After reviewing the comment, we make no revisions for the reasons set forth above in the proposed decision.

8. Assignment of Proceeding

Karen Douglas is the assigned Commissioner and Shannon Clark is the assigned Administrative Law Judge and Presiding Officer in this proceeding.

~~ORDER~~

ORDER

IT IS ORDERED that:

1. Complainant’s request for relief is granted in part and denied in part.
2. Defendant shall credit \$135.96 to Complainant’s PG&E account or

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PROPOSED DECISION (REV. 1)

~~2.~~ otherwise refund the Complainant \$135.96.

3. Complaint 25-08-023 is closed.

[This order is effective today.](#)

~~This order is effective today.~~

Dated April , 2026, at San Francisco, California.

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Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 4/8/2026 3:03:14 PM	
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Intelligent Table Comparison: Active	
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Modified filename: (Rev. 1) C.25-08-023 GRANTING RELIEF IN PART AND DENYING IN PART.scd 4.8.docx	
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<u>Add</u>	251
Delete	266
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	518