

Decision 26-06-015 June 11, 2026

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Susan Wilson,

Complainant,

vs.

Havasu Water Company, Inc.  
(U352W),

Defendant.

(ECP)  
Case 24-10-017

**DECISION GRANTING AND DENYING COMPLAINT**

**Summary**

This Decision grants Defendant Havasu Water Company, Inc. (U352W) (Defendant) service fees in the sum of \$82.70 for the 2022 through 2023 years as adjudicated by Decision on Rehearing Decision 24-08-022<sup>1</sup> issued August 1, 2024. D.24-08-022 was the rehearing decision of D.24-03-053 issued on March 21, 2024.

In D.24-08-022, the Commission determined that, “[t]he 56% reduction in Complainants’ water bills does not apply to the readiness-to-serve fee.”<sup>2</sup> The

---

<sup>1</sup> Exhibit 1, Decision (D.) 24-08-022.

<sup>2</sup> Decision on Rehearing Decision 24-08-022 issued August 1, 2024 at 12.

Commission interprets D.24-08-022 to mean that Complainant Susan Wilson owes the remainder of the readiness-to-serve fees of 44% of the calculated costs or \$82.70 to be distributed from funds held in trust through the Commission impound account created for this proceeding. The Commission shall then distribute the remainder of the funds, at least \$2,336.49,<sup>3</sup> to Defendant as satisfaction of Complainants' water billing for the 2024 through 2025 years, through issuance of this Decision.<sup>4</sup>

All late fees, penalties, and accompanying compounded and/or incidental fees, charges, penalties, or other like fines levied by Defendant against Complainant Susan Wilson and her residents are vacated and expunged.

This proceeding is closed.

## **1. Procedural and Factual Background**

Complainants Gary Chamberlin,<sup>5</sup> Charles Ramsden,<sup>6</sup> and Susan Wilson<sup>7</sup> filed action C.23-05-009 on February 15, 2023, alleging Defendant Havasu Water Company, Inc. (U352W) (Havasu Water or Defendant) erred in calculating their

---

<sup>3</sup> \$2,418.49 - \$82.70 = \$2,336.49 (per CPUC impound account balance of March 18, 2026).

<sup>4</sup> Answer at 1.

<sup>5</sup> Karen Chamberlain was not specifically named in Case (C.) 23-02-009 but was directly impacted. Karen Chamberlain is a named party in this matter, C.24-10-016. Gary and Karen Chamberlain are spouses. The Chamberlains filed a separate matter which was adjudicated on December 4, 2025.

<sup>6</sup> Charles Ramsden is not a named Complainant in C.24-10-016.

<sup>7</sup> Susan Wilson is not a named Complainant in C.24-10-016. Susan Wilson has brought a separate claim C.24-10-017 alleging similar facts under a separate action. C.24-10-017 will be adjudicated independently from C.24-10-016. The Commission takes judicial notice of the companion matter to this Complaint, C.24-10-017 (*Susan Wilson v. Havasu Water*), pursuant to California Evidence Code Section 452 et seq. (Cal. Code Evid. § 452 et seq.)

water billing while not providing water, and charging unwarranted penalties and late fees.<sup>8</sup> Susan Wilson (Complainant) is the only named party in the instant matter, C.24-10-017.

**1.1. Cease and Desist Notice(s) Issued  
Against Defendant 2023 for Case 23-02-009**

On February 16, 2023, the assigned Assistant Chief Administrative Law Judge, W. Anthony Colbert, issued an email ruling to Defendant to suspend all disconnection activity pending against Complainants during the pendency of that litigation. The assigned Administrative Law Judge (ALJ) Lena Afary codified the email ruling with a formal ruling issued on March 13, 2023.

**1.2. Evidentiary Hearing(s) 2023  
for Case 23-02-009**

That matter first came for hearing on May 25, 2023 and for supplemental hearing and testimony by Webex on October 20, 2023 and by supplemental testimony throughout the year by email.

**1.3. Final Decision for Case 23-02-009**

The Decision in C.23-02-009 was signed on March 21, 2024, and issued on March 25, 2024.<sup>9</sup> It required Complainants to resume payments to Havasu Water for their water consumption in lieu of paying to the California Public Utilities Commission (Commission or CPUC) impound account. The Decision also disbursed money in the CPUC impound funds to both parties in percentages. That proceeding then closed and CPUC then returned outstanding checks and disbursed remaining monies in impound accounts to Defendant.

---

<sup>8</sup> See generally, C.23-05-009 Complaint at 1-5.

<sup>9</sup> See Decision (D.) 24-03-053 March 21, 2024 (Date of Issuance 3/25/2024).

#### **1.4. Motion for Rehearing for Case 23-02-009**

On April 11, 2024, Defendant filed a “motion for rehearing,” which was adjudicated on August 1, 2024. An Order to Show Cause (OSC) was issued on June 27, 2024 for Defendant’s alleged conduct in continuing to try to collect the past bills which the Commission had determined were not due. At the June 27, 2024 OSC hearing, Defendant, through Counsel, agreed to remove such charges and late fees from Complainant’s bills pending determination of the Motion for Rehearing, and later did so.

In the “Order Clarifying Certain Holdings of Decision 24-03-053 and Denying Rehearing of the Decision” (Order Clarifying Decision, Rehearing Decision) the Commission carefully considered all the arguments presented by the rehearing applicant and did not find grounds for granting rehearing or oral argument. The Commission did, however, clarify a portion of the Decision related to the readiness-to-serve charge. The readiness to serve fee is a flat service fee on each monthly bill. In short, the Commission determined that “the 56% reduction to Complainants’ water bills is not applicable to the readiness to serve fee” in that matter, C.23-02-009, noting, “we clarify that our reduction of Complainants’ water bills by 56% only applies to the metered charges and charges that are predicted on the metered rates, and not to the readiness to serve fee.”<sup>10</sup> Defendant then sought reimbursement for the remaining service fees.

---

<sup>10</sup> D.24-08-022 at 11 and footnote 1.

## **2. Discussion**

### **2.1. Complainant's Contentions in Case 24-10-017**

Complainant filed the instant action on or about Friday October 28, 2024, and an Amended Complaint on October 29, 2024 alleging Havasu Water has improperly calculated the readiness to serve flat service fee in their past monthly bills with respect to the Order Clarifying Decision 24-08-022 in the underlying matter, C.23-02-009, arguing that it is alternatively not applicable having been paid, that it too should have been reduced as calculated in the original and earlier Decisions, and finally that if Complainant owes anything it is only the remaining 44% of the 56%/44% split of the earlier decision (having paid the original 56%). Complainant further alleges Defendant told her they will shut off their water for failure to pay that full amount in dispute.

### **2.2. Second Cease and Desist for Case 24-10-017<sup>11</sup>**

On October 30, 2024, the ALJ assigned to this matter issued a Cease and Desist notice, ordering "Defendant Havasu Water is Ordered to Cease and Desist all collections or attempted collections for bills addressed in the instant matter, C.24-10-017, and keep the water on, pending final adjudication."<sup>12</sup> That order is still in effect.

---

<sup>11</sup> There is a companion case, C.24-10-016 (*Gary and Karen Chamberlain v. Havasu*). The assigned ALJ issued a nearly identical cease and desist for the Chamberlains within days of the instant matter for similar conduct by Defendant.

<sup>12</sup> October 30, 2024 Cease and Desist notice at 3.

### **2.3. Defendant's Contentions in Case 24-10-017**

On December 3, 2024, Defendant late filed their Answer. In that Answer Defendant rejects Complainant's assessment of an applicable reduction in the ready to serve fees, citing D.24-08-022. Defendant maintains they are entitled to the remaining 44% of the ready to serve fees for 2022 through 2023 and for late penalties, charges, and compounded fees stemming from Complainants' failure to pay during this time period and throughout the pendency of this suit.

### **2.4. Evidentiary Hearing of December 10, 2024 for Case 24-10-016 and Case 24-10-017 Combined**

This matter came before the assigned ALJ for evidentiary hearing on December 10, 2024. Parties<sup>13</sup> appeared remotely by Webex audio.<sup>14</sup> On that date, Complainant raised her concerns that Defendant, through Chief Executive Officer (CEO) Jennifer Hodges, again improperly billed her for the water shortages of 2022 through 2023.

The assigned ALJ explained the Commission's decision in D.24-08-022 and specifically that the Commission determined the ready to serve fees of \$86.78<sup>15</sup> per month calculated over the months of 2022 through 2023 were nonnegotiable fees that could not be reduced. Complainant was to pay them in full. The

---

<sup>13</sup> Gary and Karen Chamberlain appeared as witness for Susan Wilson on that date. Susan Wilson appeared as witness for Gary and Karen Chamberlain on that same date, in the same joint hearing.

<sup>14</sup> Webex video was in-operational for all parties for unknown reasons. The hearing continued by Webex audio.

<sup>15</sup> See Amended Complaint at 2.

assigned ALJ advised<sup>16</sup> the Parties that the Commission has authority to vacate and expunge all other accompanying late fees, penalties, and compounded interest. At this point, we take opportunity to discuss what “in full” means.

### **3. Analysis**

C.24-10-017 is now ready for final decision. The Parties agree that Defendant billed Complainant \$955.06 through September 25, 2024.<sup>17</sup> At issue is whether that is the correct amount, or whether the correct bill amount is something lower.

#### **3.1. Complainants’ Contentions**

Complainant alleges Defendant improperly calculated the payments and reduction. Complainant maintains she owes less, something closer to \$583.20<sup>18</sup> (having already paid a portion of the service fee as adjudicated in the original decision) and does not owe the remaining in late fees, penalties, and calculations resulting in the bill of \$955.06.<sup>19</sup>

#### **3.2. Defendant’s Contentions**

Defendant maintains Complainants owe them the full \$955.06 of service fees, penalties, and late fees as reflected on their September 25, 2024 bill, 10-day

---

<sup>16</sup> In late December 2024 and early January 2025, the Chamberlains in C.24-10-017 informed the ALJ by email that there was a water leak under the Chamberlain property, specifically the driveway. This issue does not directly relate to any issue previously raised in the C.23-02-009 or C.24-10-016 or even C.24-10-017 matters, but does involve the some of the same parties and witnesses and is known to the community. The leak has since been repaired and as it is not the subject of this proceeding. We make note of this as this issue caused delay in adjudicating the instant matter, C.24-10-017.

<sup>17</sup> Amended Complaint at 2 and Answer at 1.

<sup>18</sup> Monthly service fees for Complainant’s home is  $\$86.70 \times 12 = \$1,040.40 \times 0.56 = \$582.40$ .

<sup>19</sup> Amended Complaint at 1-6; Answer at 1.

notice for disconnection and billing history.<sup>20</sup> Defendant initially billed Complainants \$955.06.<sup>21</sup> Complainant paid \$375.00 through funds maintained in her name through the CPUC impound fund, reducing the sum-total.

Defendant alleges that, “[a]ccording to the 8/1/24 ruling the 56% reduction in fees for March 2022 to March 2023 should not have been applied to the readiness to serve fee, so 12 months at \$86.78 at 56% should be added back to the customer’s account,” plus what appears to be a penalty of \$34.56.<sup>22</sup> Defendant alleges that leaves a remaining balance unpaid.

The parties agree that the service fee is \$86.78 per month. Both parties are incorrect as to whether the remainder is to be calculated at 56% or 44%. At issue is the correct percentage to be calculated and the correct amount owed.

**4. Remaining 44% of Outstanding Balance per Decision 24-03-053 is \$82.70**

Defendant is correct in their assessment that Complainants owed the remainder of the service fees. Complainant is correct that if she owes anything to Defendant for the 2022-2023 year, it is only the remaining portion of the outstanding service fees, having already paid the initial portion earlier in the year per D.24-03-053. As noted, both parties are incorrect in their assessment of what percentage is owed. Complainant owes 44% of the remaining service fees, not 56%. The 56% was calculated and paid out through the sums held in her

---

<sup>20</sup> Answer at 1.

<sup>21</sup> Amended Complaint at 1-2.

<sup>22</sup> Answer at 1.

name in the CPUC impound fund at the conclusion of C.23-02-009. We now take opportunity to determine what amount, if anything, that amount is.

The parties seemingly agree on \$86.70<sup>23</sup> as an accurate monthly statement for the readiness to serve fees of 2022 through 2023. Complainant stated she owed 12 months. Defendant stated Complainant owed 11 months. We use 12 months as a base term.  $\$86.70 \times 12 \text{ months} = \$1,040.40$ .

Forty-four percent of  $\$1,040.40 = \$457.78$ . The parties agree Complainant then paid an additional \$375 towards the remaining readiness to serve fees of 2022-2023. This leaves a balance of \$82.78. Defendant alleges Complainant owes another much larger remaining sum totaling \$955.06 for the 12 months of service fees in 2022-2023 and the last months of 2024 in which Complainant was to pay the fees in full. Defendant's argument seemingly compounds an additional 56% owed on top of the 44% sum owed, plus late penalties.

Defendant is incorrect as to what Complainant owed for the 2022-2023 service fees. Complainant owes a remainder balance of \$82.70 for March 2022-2023 having paid the \$375.

The Commission shall distribute \$82.70 to Havasu Water to satisfy Complainant's remaining service fees balance for the 2022-2023 years. The Commission find that this sum constitutes full satisfaction of the fees for the 2022-2023 years. This money will be taken from the monies presently held in the CPUC impound account created for this rehearing matter.

---

<sup>23</sup> Monthly service fees for Complainant's home is  $\$86.70 \times 12 \text{ months} = \$1,040.40$  total (100%).

**5. Remaining Balance in CPUC Impound Account to Satisfy 2024-2026 Water Bills in Absence of Billing**

Complainant has continued to deposit money into the open CPUC impound account created for this matter throughout the 2024 through 2026 timeframe. She has noted that Defendant has not billed her since this filing and is estimating the correct billing by depositing monies into the impound account created for this amount. As of March 18, 2026, there is \$2,418.49 in the impound account.<sup>24</sup> The remainder of this amount, minus the ready to serve fee balance of \$82.70, \$2,336.49, is to be distributed to Defendant for full and final satisfaction of Complainant Susan Wilson's balance for the 2024 through 2026 years inclusive of this decision date. All late penalties and bills are vacated and dismissed.

**6. Defendant's Attributed Contention That This Decision Is Untimely Is Without Merit**

The unconsolidated Havasu Water matters before the Commission and other courts present an interesting organizational, legal, and communication challenge. In March of 2022, Havasu Water had many water outages. Several local families brought independent unconsolidated complaints against Defendant.<sup>25</sup> Defendant in turn brought challenges against these same families in the San Bernardino Superior Court.

---

<sup>24</sup> See Impound Notice of March 18, 2026.

<sup>25</sup> This Commission takes judicial notice pursuant to California Evidence Code Section 452(d)(1) "Records of... any court of this state," of proceedings:

C.23-02-008 (ECP) *Marion Jaramillo and Susan Newton d/b/a Firebells, Complainants v. Havasu Water Company, Inc. (U352W)*, Defendant.  
[Charging allegation is billing error.];

*Footnote continued on next page.*

Defendant, in the person of its CEO Jennifer Hodges, has been brought before this Commission and other courts in her personal and professional capacity for numerous and consistent determined and alleged violations in the water company's management of the district's water. At least three separate ALJs at CPUC, one Assistant Chief, staff the Commission's Water Division and Legal Division, one Superior Court Judge, as well as residents in the Havasu Lake community have been directly involved in these matters. We now take judicial notice of the existence of those records, inclusive dates, and communications.<sup>26</sup>

We make note of this complex web of matters because the various parties, including Defendant through CEO Hodges, often communicate through email with the various ALJs, lawyers, Water Division experts, clerks, complainants and others, sometimes without referencing which case number they are referring to, and sometimes commenting on different matters. As the subject of the suits are

---

C.23-02-009 (ECP) *Gary Chamberlin, Charles Ramsden and Susan Wilson, Complainants v. Havasu Water Company, Inc.* (U352W), Defendant. [Charging allegation is billing error.];

C.23-05-011 (ECP) *Sammy R. Hernandez, Complainant v. Havasu Water Company, Inc.* (U352W), Defendant. [Charging allegation is failure to provide safe and reliable service and billing error.];

C.23-06-006 (ECP) *Gabriel and Kathy Venegas, Complainants v. Havasu Water Company, Inc.* (U352W), Defendant. [Charging allegation is failure to provide safe and reliable service and billing error.]; and

SCNS 2300008 *Havasu Water Company, Inc. v. Louis and Vicki Osuna* (see Statement of Decision, filed April 3, 2024 San Bernardino County Superior Court.) [Small claims action brought by Havasu Water Co. against Osunas for damage to meter, judgment for Havasu Water \$225.].

<sup>26</sup> Cal. Code Evid. §§ 452-453. *See also* accompanying Exhibits.

nearly identical, and the parties are the same in several cases, we anticipate Defendant's contention made through email and written response in other such matters that this matter is untimely and take opportunity to preemptively address this issue.

In November 2025, the assigned ALJ issued notice for parties in C.24-10-016 Gary and Karen Chamberlain, the Parties of the original suit C.23-02-009 (along with Susan Wilson) to appear by Webex for final comments. C.24-10-016 and C.24-10-017 are nearly identical in their issues barring the inclusion of Susan Wilson and additional water damage alleged by the Chamberlain family. Both matters address the reissuance of the surcharge as addressed in Order Clarifying Decision 24-03-053.

Defendant responded by email that they believed the Commission no longer had jurisdiction, and that the matter was untimely and did not appear for that hearing. Defendant also made this identical argument in the motion for rehearing in *Osuna v. Havasu*, D.26-01-024 issued January 15, 2026. In *Osuna*, Defendant Havasu<sup>27</sup> also argued the Decision is untimely per the Expedited Complaint Procedure, which according to Defendant Havasu is limited to 12 months and requires a hearing within 30 days of the filing of the answer. (App. Reh. at 3 citing Rule 4.6(d) of the Commission's Rules of Practice and Procedure (Rules).) Defendant Havasu contended that since the Commission rendered the Decision beyond the Commission's 12-month jurisdiction over Expedited

---

<sup>27</sup> Defendant in this matter is identical to that in the *Osuna v. Havasu* matter. To distinguish what they said in each matter we refer to this party as Defendant Havasu for reference in the *Osuna v. Havasu* discussion.

Complaint Procedure cases, the Commission should have re-calendared the case under the Commission's regular hearing procedure. (App. Reh. at 3-4.)

Defendant Havasu pointed to no authority that requires an Expedited Complaint Procedure Case to be resolved within 12 months or mandates that an Expedited Complaint Procedure Case be converted to a regular case if not resolved within 12 months. Defendant Havasu has cited to Rule 4.6(d), but this rule merely requires a hearing to be held within 30 days of the filing of the answer. Moreover, as noted in the Commission Decision and restated here, it can be argued that Defendant Havasu's conduct and posture in these proceedings has significantly contributed to the delays and final adjudication of these matters. The Commission has complied with the requirements of Rule 4.6(d), holding the evidentiary hearing on December 10, 2024, which was well within 30 days of the filing of Defendant Havasu's Answer on December 3, 2024.

## **7. Conclusion**

To reiterate, the parties do not disagree as to whether Complainant owes money to Defendant. We calculate \$1,040.40 is the correct calculated amount for service fees in the 2022-2023 year at 100%. Therefore, 44% of \$1,040.40 is \$457.78. and the Complainant has paid \$375.00. The remainder between \$457.78 and \$375 is \$82.70. As stated, *supra*, we find that the Complainant owes Defendant \$82.70 to satisfy any remaining readiness to serve fee outstanding from the 2022 through 2023 years, to be distributed through the money held in trust through the CPUC impound account created for this matter in her name.

The Commission shall distribute the remaining money of at least \$2,336.49 to Defendant as full and complete satisfaction of Complainant's water billing for the 2024 through 2026 years, through issuance of this Decision.

Havasu Water is Ordered to accept that payment for Susan Wilson's water usage through the present issuance of the Decision. All other charges, penalties, late fees, compounded fees and interest, deposits, administrative fees, and other fines levied by Defendant against Complainant are vacated and expunged. This proceeding is closed.

**8. Assignment of Proceeding**

Christine Harada is the assigned Commissioner and Lena Afary is the assigned Administrative Law Judge and Presiding Officer in this proceeding.

**9. Waiver of Comment Period**

Pursuant to Rule 14.7(b), the 30-day public review and comment period required by Section 311 of the Public Utilities Code and the opportunity to file comments on the proposed decision is not applicable in Expedited Complaint Proceedings. Accordingly, this matter was placed on the Commission's agenda directly for prompt action.

**O R D E R**

1. Complainant Susan Wilson is ordered to pay Defendant Havasu Water Company, Inc. the sum of \$82.70 from money presently held in trust in the California Public Utilities Commission impound account created for this matter for satisfaction of the 2022-2023 readiness to serve fees as adjudicated by Decision on Rehearing Decision 24-08-022 issued August 1, 2024, pertaining to Decision 24-03-053 issued on March 21, 2024.

2. The California Public Utilities Commission (CPUC) shall distribute \$82.70 to Defendant Havasu Water Company, Inc. (Defendant) to satisfy this remaining readiness to serve fees balance of 2022-2023 as adjudicated by Decision on Rehearing Decision 24-08-022 issued August 1, 2024, pertaining to Decision 24-03-053 issued on March 21, 2024, on behalf of Complainant Susan Wilson. Defendant shall accept this sum as full and final satisfaction of these fees. This money will be taken from the monies presently in place in the CPUC impound account created for this rehearing matter.

3. The California Public Utilities Commission's Fiscal Office is hereby directed to release to Defendant Havasu Water Company, Inc. one check for \$82.70 and one check as remainder in at least an amount of \$2,336.49 for satisfaction of bills incurred by Complainant Susan Wilson for 2022 through the issuance of this Decision.

4. The California Public Utilities Commission vacates and expunges all other charges, penalties, late fees, compounded fees and interest, deposits, administrative fees, and other fines associated with the 2022-2026 water service fees alleged to be owed by Complainant Susan Wilson to Defendant Havasu Water Company, Inc.

5. Any remainder held in the California Public Utilities Commission impound account created for this matter shall be distributed to Defendant Havasu Water Company, Inc. as satisfaction for the billing cycle after issuance of this Decision for services provided to Complainant Susan Wilson.

6. Complainant Susan Wilson is ordered to resume payments to Defendant Havasu Water Company, Inc. (Havas Water) rather than to the California

Public Utilities Commission should she choose to continue purchasing water from Havasu Water.

7. This proceeding is closed.

This order is effective today.

Dated June 11, 2026, at Sacramento, California.

JOHN REYNOLDS

President

DARCIE L. HOUCK

KAREN DOUGLAS

MATTHEW BAKER

CHRISTINE HARADA

Commissioners