ALJ/SCD/jds **PROPOSED DECISION** **Agenda ID #24278 (Rev. 1)**
Adjudicatory
7/16/2026 Item #4

Decision **PROPOSED DECISION OF COMMISSIONER DOUGLAS (Mailed 6/8/2026)**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Amy Weaver, Complainant, vs. Wave Energy LLC, Defendant.	(ECP) Complaint 26-02-003

PROPOSED DECISION GRANTING COMPLAINANT'S REQUESTED RELIEF

Summary

This decision finds that the Complainant has demonstrated by a preponderance of evidence that the Defendant violated a Commission rule, law, tariff, or statute by enrolling the Complainant in its gas services without her consent. As a result, this decision directs the Defendant to credit or otherwise refund $119.98 to Ms. Weaver's PG&E account.

The Complainant's request for relief is granted.

Complaint 26-02-003 is closed.

1. Factual and Procedural Background

On February 5, 2026, Complainant Amy Weaver (Complainant or Ms. Weaver) filed the instant complaint disputing gas charges on statements dated October 30, 2025, and December 3, 2025. Defendant Wave Energy, LLC (Defendant or Wave Energy) answered the complaint on March 10, 2026. A hearing was held on March 17, 2026. At the hearing, the assigned Administrative Law Judge (ALJ) requested that the Defendant provide, via emailing the service list for this proceeding, records of all customer service interactions with the Complainant. On March 23, 2026, the Defendant emailed the service list with those records. On April 1, 2026, the assigned ALJ was forwarded an email communication from the Complainant providing additional information regarding this proceeding. That same day, the assigned ALJ forwarded the entire email thread to the service list for this proceeding, in compliance with the Commission's ex parte rules. This matter was submitted as of April 1, 2026.

Ms. Weaver is a Pacific Gas and Electric (PG&E) customer living in an apartment in Redding, California. She receives the California Alternate Rates for

Energy (CARE) program monthly discount on her energy bill.[1] Ms. Weaver states that her typical PG&E gas bill without Wave Energy charges is quite low, approximately $50 for a whole year.

In early November 2025, Ms. Weaver states that she received an energy bill from PG&E that contained a $59.99 charge from Wave Energy.[2] In addition to the charge from Wave Energy, the bill included a $1.69 in PG&E gas delivery charges.[3] Ms. Weaver states that receipt of this bill was when she became aware that she was enrolled with Wave Energy. Prior to receipt of the November 2025 bill, Ms. Weaver asserts that she had no knowledge of Wave Energy nor any recollection of signing up with Wave Energy for natural gas service. Wave Energy is a Core Transport Agent (CTA). CTAs are alternative natural gas suppliers that purchase gas on behalf of customers for their homes or businesses.

On or around November 10, 2025, following receipt of the Wave Energy charges, Ms. Weaver states that she called Wave Energy and spoke with a customer service representative.[4] During this call, the customer service logs reflect that Ms. Weaver told the representative that she did not authorize Wave Energy services and that she wanted to cancel the account.[5] Ms. Weaver also states that she was told by the customer service representative that it was unclear how she had been enrolled and that only minimal personal information had been

[1] Complaint Attachments at 4.

[2] Complaint at 2; Complaint Attachments at 3-5.

[3] Complaint Attachments at 3.

[4] *Id*. at 1; Answer at 2.

[5] Complaint Attachments at 1; Customer Service Logs at 1.

used to create the account.[6] Wave Energy states that it processed Ms. Weaver's cancellation at this time.[7]

The following month, Ms. Weaver states that she received another PG&E bill that included a $59.99 Wave Energy charge.[8] In addition to the Wave Energy charge, the bill included $8.35 in PG&E gas delivery charges.[9] Following receipt of this bill, on or around January 5, 2026, Ms. Weaver states that she called Wave Energy again.[10] During this call the customer service logs reflect that Ms. Weaver inquired about the status of her cancellation and was informed that it took effect on November 22, 2025, the end of the billing statement.[11] Ms. Weaver states that during this call she was told by the customer service representative that an agent came to her home on or around January 9, 2025 and received her authorization to open the Wave Energy account.[12] She also states that the representative told her that she had been sent the documentation for her enrollment.[13] Ms. Weaver asserts that no Wave Energy agent ever visited her home and that she never received any documentation at the time of her enrollment.[14]

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[6] Complaint Attachments at 1.

[7] Answer at 2.

[8] Complaint Attachments at 1, 6-7.

[9] *Id*. at 6.

[10] *Id*. at 1; Customer Service Logs at 1.

[11] Customer Service Logs at 1.

[12] Complaint Attachments at 1.

[13] *Ibid*.

[14] *Ibid.*

2. Complainant's Contentions

Ms. Weaver contends that that she was enrolled in Wave Energy without her knowledge or consent and requests a refund of $119.98, the total of the two $59.99 Wave Energy charges she received.[15] She alleges that not only did she not sign up with a Wave Energy representative in January 2025, she also states that she does not recognize the email, phone number or signature on the authorization for services that Wave Energy has provided as an attachment to its answer. She states that she lives alone, and there is no one else in her household who could have signed up for Wave Energy. She further states that she could not have authorized Wave Energy to access her online PG&E account because she does not have an online PG&E account.

Ms. Weaver states that prior to realizing that she had been enrolled with Wave Energy, she was enrolled with another CTA, Peak Six Power, from around November 2024 to August 2025. She states that her enrollment with Peak Six Power was a mistake, and that subsequent to her termination of her contract with Peak Six, she discovered the new charge from Wave Energy.[16] Ms. Weaver alleges that she believes her unauthorized enrollment in Wave Energy may be related to her prior enrollment with Peak Six.[17] She believes this based in part on what she alleges to be Wave Energy's inconsistent and contradictory explanations regarding her enrollment.[18]

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[15] Complaint at 2.

[16] Complaint at 2.

[17] Complaint Attachments at 1.

[18] *Ibid.*

3. Defendant's Contentions

Wave Energy contends that Ms. Weaver enrolled with a Wave Energy door-to-door representative on January 10, 2025.[19] As a part of this enrollment process, Wave Energy contends that Ms. Weaver authorized Wave Energy to access her PG&E account information through the ShareMyData platform.[20] Wave Energy states that without this authorization, Wave Energy could never have accessed Ms. Weaver's historical usage data which they used to calculate her estimated annual gas consumption, which is reflected in Ms. Weaver's contract.[21] Wave Energy denies that Ms. Weaver was enrolled with Wave Energy's services without her consent. They state that her authorization for Wave Energy's services is reflected in the signed acknowledgement and contract that they attach to their answer.[22] [23]

Wave Energy further alleges that the two $59.99 charges on Ms. Weaver's bills are consistent with the $45.00 monthly fee, plus the $14.99 administrative fees, that were disclosed in the contract that she signed.[24] Wave Energy states

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[19] Answer at 1.

[20] *Ibid*.

[21] *Id*. at 1-2.

[22] See, generally, Answer Attachments.

[23] While Complainant maintains that she never received or signed the acknowledgement to change gas services, we note that the acknowledgement that Wave Energy provides of Ms. Weaver's change in gas service appears to be written in a font smaller than 16pt, in violation of D.18-02-002 at 109-110.

[24] Answer at 2.

that her cancellation was processed upon her request on November 10, 2025, and went into effect on November 22, 2025, the last date of that current billing cycle.[25]

Wave Energy states that they are not affiliated with Peak Six Power, and that Peak Six Power's charges are not related to Wave Energy's services.[26] At the hearing, Wave Energy stated that Ms. Weaver may want to check her PG&E online account to verify whether someone had fraudulently logged on to her PG&E account.

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.[27] 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…."[28] Commission Decision 18-02-002 further adds to these requirements by implementing minimum standards that CTAs must adhere to in their interactions with customers, and adopting a uniform format for the notice of the price, terms, and conditions of service CTAs are required to provide to

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[25] *Id*. at 2-3.

[26] *Id*. at 2.

[27] Pub. Util. Code § 983, subd. (b).

[28] *Id*. at § 983.5, subd. (b)(1)-(2).

customers.

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."[29]

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. Ms. Weaver alleges that she was signed up for Wave Energy's services without her authorization.

Here, Ms. Weaver states that she has no recollection of ever having signed up for Wave Energy. She states that she does not recognize the name, email or phone number on the new user registration form that Wave Energy provided. She further states that she does not live with anyone else, and so there is no one else at her residence who could have given them her approval. She states that she believes she was signed up for Wave Energy, without her consent, through her enrollment in another CTA, Peak Six Power. In contrast, Wave Energy states that she was approached by a Wave Energy representative in January 2025. They state that the only way they could have accessed her PG&E account to gather her annual therm usage would be if she had provided access to her account. They deny any affiliation with Peak Six Power.

Reviewing this record and the claims of the parties, we share concerns about the circumstances surrounding Ms. Weaver's switch to being a Wave

[29] D.14-08-043 at 2.

Energy customer. At the time that Wave Energy states that Ms. Weaver signed up for their services, she reports that she was already a CTA customer with Peak Six who was actively seeking to cancel those services due to their high cost. It doesn't follow that she would seek to sign up with another CTA with costs that were similarly prohibitively expensive to her. Moreover, we find Ms. Weaver to be a credible witness. She acknowledges that she voluntarily signed up with Peak Six Power, which lends credibility to her testimony that she has no recollection of signing up for Wave Energy. Moreover, the registration documents and service logs that Wave Energy provided do not include documentation of the home visit to Ms. Weaver.[30]

The record further supports that Ms. Weaver did not knowingly sign up for Wave Energy's services. Wave Energy operates a flat-rate business model. The customers who benefit from such a model are those who use higher amounts of gas, such that the monthly flat rate is lower than what they would be paying if they had to pay per therm. Ms. Weaver, in contrast, does not use a large amount of gas. She estimates that her typical PG&E gas bill is around $50.00 total over an entire year. This estimate supported by the data that Wave Energy gathered from Ms. Weaver's PG&E account, which set her annual usage at only 50 therms. Wave Energy's lowest flat-rate tier is $45.00 a month, plus $14.99 in administrative fees, and any additional delivery fees charged by PG&E.[31] This means that by switching to Wave Energy, Ms. Weaver would be agreeing to pay

[30] See, generally, Answer Attachments, Customer Service Logs.

[31] See Wave Energy's Terms and Conditions of Service.

more in one month for gas service than she otherwise would pay in an entire year. We do not find it reasonable that Ms. Weaver, had she been informed about Wave Energy's terms and conditions, would have consented to sign up for Wave Energy given her circumstances.

While the exact circumstances surrounding Ms. Weaver's enrollment are not fully clear, the record reflects that Ms. Weaver did not knowingly consent to becoming a Wave Energy customer. We find that in authorizing Ms. Weaver's enrollment in Wave Energy without Ms. Weaver's knowing consent, Wave Energy or its representative acted with dishonesty, fraud, or deceit with an intent to substantially benefit Wave Energy or its representatives.[32] Therefore, we direct Wave Energy to credit or otherwise refund to Ms. Weaver the $119.98 she requests.[33]

6. Conclusion

For all the reasons discussed above, we find that the Complainant has demonstrated by a preponderance of evidence that the Defendant violated a Commission rule, law tariff or statute by enrolling the Complainant in its gas services without her consent. Wave Energy is therefore directed to credit or otherwise refund $119.98 to Ms. Weaver's PG&E account.

The complaint is granted. This proceeding is closed.

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[32] Pub. Utilities Code at § 983.5, subd. (b)(2).

[33] Although Ms. Weaver does not request it in her complaint, we note here that we decline to refund the PG&E gas delivery charges that Ms. Weaver was charged alongside her Wave Energy charges. This is because we find these charges (approximately $10 total) to be roughly what Ms. Weaver would have paid for gas anyway, had she still been a PG&E customer.

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 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. No comments on the proposed decision were filed.

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.

O R D E R

IT IS ORDERED that:

1. Complainant's request for relief is granted.
2. Defendant shall credit $119.98 to Complainant's PG&E account or otherwise refund the Complainant $119.98.
3. Complaint 26-02-003 is closed.

This order is effective today.

Dated July __, 2026, at San Francisco, California.