ALJ/MLQ/vhj **Date of Issuance 9/8/2026**

Decision 26-09-009 September 3, 2026

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Robert Howe and Thuy Howe, Complainants, vs. San Diego Gas and Electric Company (U902E) Defendant.	(ECP) Case 26-03-034

DECISION DENYING RELIEF

Robert Howe and Thuy Howe, for Complainants

Greg Anderson and Carla Jones, for San Diego Gas and Electric Company

Summary

This decision denies Complainants' request for an award, in the amount of $4,758.22, for allegedly inaccurate true-up charges for the period of 2020 through 2023. We find that the Complainants have failed to establish that their meter provided inaccurate kilowatt-hour data to San Diego Gas and Electric Company (SDG&E) by a preponderance of the evidence.

This decision also denies Complainants' request for an award, in the amount of $4,429.83, for inaccurate true-up charges for the period of 2024

through 2025 because SDG&E has provided the Complainants a credit of $4,429.83 for 2024 through 2025 and adjusted the Complainants' monthly charges for 2024 and 2025.

This proceeding, Case 26-03-034, is closed.

1. Parties

Robert Howe and Thuy Howe (Complainants) are residential customers of SDG&E.

SDG&E is a regulated public utility that distributes electricity and natural gas in San Diego and Southern Orange counties. SDG&E is an investor-owned public utility under the jurisdiction of the California Public Utilities Commission (Commission).

2. Procedural Background

The Complainants filed the initial Complaint in this matter, Case (C.) 26-03-034 on March 30, 2026.[1] The Complainants allege that SDG&E billed them inaccurate true-up charges for kilowatt-hour (kWh) consumption from 2020 through May 2025.

On May 4, 2026, SDG&E filed its Answer.[2] In its Answer, SDG&E admits that the Complainants' meter began providing intermittent display issues beginning on December 15, 2023 and that the meter ultimately failed on December 19, 2023.[3] SDG&E argues that prior to December 15, 2023, the meter was operating correctly and all recorded usage was based on actual meter reads

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[1] Complaint at 1.

[2] Answer at 1.

[3] Answer at 4.

and not estimated data.[4] SDG&E stated that they have worked with the Complainants and have provided bill reductions and credits as a remedy to the situation.[5]

On May 14, 2026, the Assigned Administrative Law Judge (ALJ) issued a ruling requiring SDG&E to provide additional evidence in support of their Answer. On June 30, 2026, the ALJ issued a ruling requesting additional information on SDG&E's Exception Rebilling Summary Table.

3. Complainants' Contentions

At the hearing, Robert Howe stated that they installed 27 solar panels on their home's roof in 2025. He explained that on December 22, 2022, they added 8 more solar panels and a battery backup. According to Robert Howe, the full solar system and battery backup became operational in January 2023.

Robert Howe acknowledged that SDG&E switched them from Net Energy Metering (NEM) 1.0 to NEM 2.0 in January 2023. He also stated that he did not know which time-of-use (TOU) plan they were on.

Robert Howe explained that they own a 2022 Volkswagen ID4 electric vehicle. He said his wife is the primary driver and commutes to Carlsbad. He stated that they charge the vehicle at home four to five times per week and that her commute uses about 20 to 30 percent of the battery.

Robert Howe stated that they own a pool and that an electric filtration system near the pool circulates the water. He added that the pool holds approximately 12,000 gallons. He stated that the pool is not heated.

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[4] Id.

[5] Answer at 7.

Robert Howe stated that SDG&E arrived at his home on May 11, 2025 and replaced his meter. He stated that prior to replacing his meter, he noticed irregularities in his SDG&E true-up charges.[6] He stated that he contacted SDG&E multiple times by phone and email to discuss irregularities in his true-up charges, and that SDG&E did not respond.

Robert Howe stated that after SDG&E replaced the meter on May 11, 2025, his SDG&E billing became accurate. He reported that his January 2026 true-up charge was $0.00 and that SDG&E credited him for providing excess electricity to the grid. He added that his true-up occurs every January.

Robert Howe contends that the May 11, 2025 meter failure is conclusive evidence that the meter was not providing accurate data to SDG&E from 2020 through May 11, 2025. He submitted a table summarizing his true-up charges from 2020 to May 2025.[7]

Excess True-Up Charges

- 2020: $500.00
- 2021: $937.00
- 2022: $1,728.97
- 2023: $1,593.22
- 2024: $1,891.02[8]

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[6] A true-up charge on an electricity bill is an annual reconciliation process. It settles the difference between the electricity your home used from the utility grid and the excess electricity your solar system generated over a 12-month period.

[7] Complaint at 8.

[8] SDG&E states that the correct true-up for 2024 is $1,891.63. This number will be used for the Complainants' 2024 true-up because it was provided by SDG&E and is against its interest.

- 2025: $2,538.20
- Total: $9,188.41

Robert Howe stated that their electricity consumption has not changed from 2023 to present.

Robert Howe asserts that SDG&E inaccurately billed him for true-up charges from 2020 through May 2025 and maintains that his true-up charges for this entire period should be $0.00, just as it was in 2026. The Complainants request that SDG&E reimburse them $9,188.41 (true-up charges from 2020 through 2025) for the inaccurate true-up billings.

In support of their case, the Complainants have provided a series of emails to SDG&E, 10 news.com, CPUC and Baker Electric Home Energy. In addition, the Complainants provided several screenshots of their hourly electric usage from SDG&E, for the periods of December 2024 through January 2025, May 2025, June 2024 and June 2025.

4. SDG&E's Contentions

Gregg Anderson, SDG&E's tariff manager, stated at the hearing that SDG&E enrolled the Complainants' home in the TOU 5 schedule. He explained that TOU 5 designates super off-peak hours from 12:00 a.m. to 6:00 a.m.; off-peak hours from 6:00 a.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m.; and peak hours from 4:00 p.m. to 9:00 p.m.

Mr. Anderson admitted that the Complainants' meter stopped operating on December 19, 2023. He stated that SDG&E did not replace the meter until May 11, 2025 because the utility faced a backlog of cases and limited resources. He also stated that the meter functioned properly before December 19, 2023 and that SDG&E considers the usage data recorded from 2020 through December 2023 accurate.

Mr. Anderson stated that SDG&E used a billing estimate to determine the Howes' KWH usage for 2024 through May 2025. He explained that SDG&E based the estimate on the Complainants' historical data, including their prior years of generation and consumption. He added that SDG&E billed the Complainants this estimated amount in their true-up billings.

SDG&E provided several tables detailing the Complainants' kWh use. The first table lists the Complainants' schedule type, total kWh consumption, total bill amount and NEM meter version from 2020 through 2025. The second table shows every payment the Complainants made to SDG&E during the same period. In the third set of tables, SDG&E includes all of the Complainants' billing statements from 2020 through 2025. Finally, SDG&E presents the Complainants' 2025 schedule type, kWh consumption, total bill amount and NEM meter version.

SDG&E provided an Exception Rebilling Summary dated May 12, 2026. This summary showed the following:

- Account Summary: Previous Balance 2024: $4,048.07
- Adjustment Charges from January 2024 through December 2024
- Total Adjustment: -1,398.58
- Account Summary: Previous Balance 2025: $3,794.27
- Adjustment Charges from January 2025 through December 2025
- Total Adjustment: -16.76

SDG&E provided a Response to the ALJ's June 30, 2026 Ruling regarding the Exception Rebilling Summary. In its Response, SDGE provided the following table:

Description	Charge/Credit
Charges up to 1/16/23	$1,593.22
2/16/23 payment	-$1,593.22
3/24/24 payment	-$1,891.63
3/17/25 payment	-$2,538.20
Non-Bypassable charges from 1/17/23-1/15/24	$503.16
California Climate Credit	-$121.40
	-$4,048.07

In addition, SDG&E clarified that the Complainants in 2024 paid $1,891.63 in true-up charges not $1,891.02. SDG&E stated that the total true-up charges for 2024 ($1,891.63) and 2025 ($2,538.20) are $4,429.83.

SDG&E stated that on May 12, 2026, it provided the Complainants' a credit of $4,429.83 minus the Non-Bypassable charges from January 17, 2023 through January 15, 2024 of $503.16 and add the California Climate Credit of $121.40 for a total credit of -$4,048.07. In addition, SDG&E adjusted the Complainants' monthly charges for 2024 and 2025. According to SDG&E, the Complainants' current credit is -$3,302.61 and the Complainants have the option to use this credit for future true-up charges or elect to receive a refund.

5. Discussion

5.1. Period of 2020 through December 2023

The Complainants assert that a meter failure on May 11, 2025 proves that their true-up charges from 2020 through December 2023 are inaccurate. They provide no additional testimony or evidence showing that the meter malfunctioned or provided inaccurate data during this period. They also fail to provide screenshots from 2020 through December 2023 that would indicate any irregularities with kWh usage during this period. The Complainants are asking the Commission to accept that the meter failure in December 2023 is conclusive evidence that it has always provided inaccurate kWh data to SDG&E.

SDG&E admits that the meter began providing intermittent display issues beginning on December 15, 2023 and the meter ultimately failed on December 19, 2023. SDG&E contends that prior to December 15, 2023, the meter was operating correctly, and all recorded usage was based on actual meter reads and not estimated data.

As this is a complaint procedure pursuant to Rule 4.6, the Complainants bear the burden of proving the allegations in the complaint by a preponderance of the evidence.[9] Here, we find that the Complainants have not provided

[9] 4 Decision 99-06-004, * 4 ("In a complaint, the complainant has the burden of proving his allegations."); Decision 82-07-037, * 5 (same); and Evidence Code § 115, which states:

Burden of proof" means the obligation of a party to establish by evidence a requisite degree of belief concerning a fact in the mind of the trier of fact or the court. The burden of proof may require a party to raise a reasonable doubt concerning the existence or nonexistence of a fact or that he establishes the existence or nonexistence of a fact by a preponderance of the evidence, by clear and convincing proof, or by proof beyond a reasonable doubt.

sufficient evidence to support their allegation that the meter was providing inaccurate data from 2020 to December 2023. The Complainants' argument that the May 11, 2025 meter replacement is conclusive evidence that the meter provided inaccurate data from 2020 through December 2023 is circular. The evidence confirms that the meter failed in December 2023 and that any data it produced thereafter may be inaccurate. However, the record contains no evidence indicating that the meter malfunctioned or provided inaccurate data before its failure in December 2023. Here, the meter functions as a measurement device, just as a thermostat records a home's temperature at a specific moment. A future malfunction of the thermostat does not retroactively invalidate the thermostat's prior reading. Causation does not run backwards. Only evidence showing that the thermostat was inaccurate at the time of measurement could undermine that reading. The Complainants offered no such evidence.

Therefore, it is determined that the Complainants' have failed to meet their burden and have not established that the meter was providing inaccurate data for the period of 2020 through December 2023. The Complainants' request for $4,758.22 (Howes true-up charges 2020: $500.00 + 2021: $937.00 + 2022: $1,728.97 + 2023: $1,593.22 = $4,758.22) for the period of 2020 through 2023 is denied.

5.2. The Period of January 2024 through May 2025

The record establishes that the Complainants' meter failed in December 2023 and that SDG&E relied on their historical data to calculate the Complainants' kWh usage from January 2024 through May 2025. The dispute centers on whether the true-up charges SDG&E billed for 2024 and 2025 are reasonable. According to the Complainants, their true-up charges in 2024 and 2025 were $1891.02 and $2,538.20, respectively.[10]

SDG&E knew the Complainants' meter failed in December 2023 and chose not to replace it until May 2025. SDG&E asserts that a backlog in cases and limited resources caused the delay, but that explanation is not persuasive. SDG&E is a multi-billion-dollar corporation that earns roughly 500 million dollars in annual profits, and its resources far exceed what its justification implies. Therefore, we find SDG&E's stated reason for failing to replace the Complainants' meter unpersuasive.

Robert Howe testified that he recognized the meter was malfunctioning and providing inaccurate data because his true-up charges were unusually high, even though he operates a 35-panel solar system with a backup battery. The Complainants provided screenshots of their hourly electric usage from SDG&E for December 2024 through January 2025, May 2025, June 2024 and June 2025, and those records showed clear inaccuracies. They also provided emails to SDG&E outlining their concerns about their true-up charges and requested an investigation. Based on SDG&E's admissions and the Complainants' evidence, we conclude that SDG&E inaccurately calculated the Complainants' true-up charges for 2024 and 2025 and is at fault.

SDG&E acknowledges the meter failure and issued the Complainants a credit of -$4,429.83 (Complainants' true-up charges 2024: $1,891.63 + 2025: $2,538.20 = $4,429.83). In addition, SDG&E adjusted the Complainants' monthly

[10] Note, we will use SDG&E 2024 true-up cost of $1,891.63 in calculations hereafter.

charges for 2024 and 2025. The Complainants currently hold a -$3,302.61 credit that they can apply to future true-up costs and charges or elect to receive as a refund.

After reviewing the evidence, we conclude that SDG&E provided an adequate remedy for the inaccurate 2024 and 2025 true-up charges, by issuing the Complainants a -$4,429.83 credit, adjusting their 2024 and 2025 monthly charges and giving them the option to retain the credit or request a refund. These actions fully compensate the Complainants, and any additional credit would constitute unjust enrichment. Therefore, we deny the Complainants' request for $4,429.83 for the period of 2024 and 2025.

6. Conclusion

For the foregoing reasons, we find that the Complainants have not shown by a preponderance of the evidence that their meter provided inaccurate data from 2020 through December 2023.

Although the Complainants met their burden and demonstrated that the meter produced inaccurate data in 2024 and 2025, SDG&E sufficiently remedied the dispute by providing a credit for the Complainants' true-up charges for those years, adjusting their monthly charges and by giving them the option to retain the credit or request a refund.

The Complainants' requested relief is denied, the case is dismissed and the proceeding is closed.

7. Assignment of Proceeding

Christine Harada is the assigned Commissioner and Minh LeQuang is the assigned Administrative Law Judge in this proceeding.

8. Waiver of Comment Period

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

O R D E R

IT IS ORDERED that:

1. Complainants' request for relief is denied.
2. Case 26-03-034 is dismissed.

3. Case 26-03-034 is closed.

This order is effective today.

Dated September 3, 2026, at Sacramento, California.

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