Decision 26-09-006 September 3, 2026

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Laura Marie Newhart, Complainant, vs. Comcast Phone of California, LLC (U5698C), Defendant.	(ECP) Case 25-12-007

DECISION GRANTING REQUESTED RELIEF, IN PART

Summary

The decision grants the requested relief, in part.

This proceeding is closed.

1. Factual and Procedural Background

On December 10, 2025, Laura Marie Newhart (Ms. Newhart or Complainant) filed the instant complaint against Comcast Phone of California, LLC (Comcast or Defendant). Complainant alleges that Defendant overcharged her for services she did not request or use, specifically landline phone and television services. On February 5, 2026, Defendant requested an extension to file its answer. On February 6, 2026, the assigned Administrative Law Judge

(ALJ) granted the extension to file the answer to the complaint. Defendant answered the complaint on February 23, 2026.

On February 24, 2026, the assigned ALJ granted Defendant's motion to continue the hearing date. A remote hearing was held on March 17, 2026.

2. Complainant's Contentions

Ms. Newhart contends that on July 4, 2024, Comcast began charging her approximately 250% of her expected rate for internet service.[1] Ms. Newhart contends that Comcast told her she had agreed to expanded services; however, Ms. Newhart claims she did not request or agree to expanded services.

On February 9, 2021, Ms. Newhart asserts that she was charged $97.01 for internet service. On June 20, 2022, she states that she was charged $106.94 for services that included landline and television. On May 24, 2024, she was charged $206.75 for services to include landline and television. On July 4, 2024, she states that she was billed $241.39. Prior to July 4, 2024, she contends that the billed amounts were reasonable, with increasing amounts over time but never the same amount.

Ms. Newhart states that she received email notices from Comcast on June 20, 2022 and May 24, 2024 about the expanded services but she did not read those emails until August 1, 2025, when she began investigating the overcharges. Ms. Newhart contends that she does not read emails daily and because she had not requested expanded services, she was not expecting emails from Comcast.

Ms. Newhart contends that on August 1, 2025, she began contacting Comcast's customer service via various methods, including the customer service

[1] Complaint at 2.

phone number, chat function, and a visit to a Comcast location to close her account. After being unable to discuss this issue with anyone at Comcast, Ms. Newhart submitted a Notice of Dispute with Comcast and was then contacted by a representative. The representative asserted that she had accepted expanded services which resulted in additional charges. Ms. Newhart contends that Comcast told her customers have 120 days from the billing date to file a complaint, per the Residential Service Agreement. Ms. Newhart states that under Public Utilities (Pub. Util.) Code Section 736, the statute of limitations should be three years from the date of the complaint.

Ms. Newhart seeks a refund in the amount of $1,204.38. This is based on the charges over $97.01 per month for a three-year period and $97.01 per month represents the amount she originally agreed to for internet service. Ms. Newhart claims that the total overcharged amount is $1,882.59, but she had requested her credit union reverse three months of charges, which resulted in her being repaid $678.21. The remaining balance she is seeking is $1,204.38. Ms. Newhart also requests that Comcast remove and reverse negative information reported to credit agencies against her and provide verification of that removal.

At the hearing, Ms. Newhart testified that she did not consent to expanded services on June 20, 2022 or May 24, 2024. She testified that the smaller monthly increases were not concerning, and it was not until July 4, 2024 that she became concerned when the increases became significantly higher. She stated that she did not address the increases from July 2024 to August 2025 because she had a difficult year that prevented her from doing so.

3. Defendant's Contentions

Comcast contends that on February 4, 2021, Ms. Newhart affirmatively subscribed to Comcast services, including internet service at a promotional rate for 12 months, voice service, and streaming service.[2] Comcast contends that during the ordering process, Comcast texted a link to Ms. Newhart's cell phone number for her to review and submit the order, and that Ms. Newhart clicked on the link and submitted the order. Comcast asserts that on February 4, 2021, Ms. Newhart was sent a confirmation email regarding this order.

Comcast contends that again on June 20, 2022, Ms. Newhart affirmatively subscribed to a new 24-month promotion for internet service, and retained her existing voice and streaming services. Comcast states that during the ordering process, Comcast emailed a link to Ms. Newhart to review and submit her order, and that Ms. Newhart clicked on the link and submitted the order. Comcast asserts that on June 20, 2022, Ms. Newhart was sent a confirmation email regarding this order.

Comcast states that again on May 31, 2024, Ms. Newhart affirmatively subscribed to a new 12-month promotion for television, internet, and voice services. Comcast states that during the ordering process, Comcast texted a link for Ms. Newhart to review and submit her order, and that Ms. Newhart clicked on the link and submitted the order. Comcast asserts that on May 31, 2024, Ms. Newhart was sent a confirmation email regarding this order.

Comcast contends that pursuant to its Residential Services Agreement, subscribers are required to dispute billing charges within 120 days from the date

[2] Answer at 1.

of the applicable billing statement. Comcast states that Ms. Newhart did not raise any concerns until August 1, 2025 and that on August 13, 2025, Ms. Newhart requested to disconnect her Comcast services. Around the same time, Comcast asserts that Ms. Newhart requested that her bank charge back the three most recent monthly payments. On September 14, 2025, Comcast issued a new bill for $701.60 that included the previous final balance and the newly reversed payments.

Comcast asserts that if the Commission finds Ms. Newhart is entitled to relief, such relief should be limited to amounts charged within 120 days of her first complaint on August 1, 2025. Comcast denies Ms. Newhart's claims and asserts that she was charged for services she subscribed for and Comcast did not add any unauthorized services to her account.

At the hearing, Defendant's representative Kelly Clark (Ms. Clark) testified that Ms. Newhart initiated a charge back for three monthly payments to her bank causing a default on her Comcast account, which led to an unpaid balance and collection activity. Ms. Clark testified that Comcast service would not have been initiated unless Ms. Newhart consented to services via the provided links. Ms. Clark testified that Comcast is not regulated by the Public Utilities Commission and therefore, Comcast is not subject to Pub. Util. Code Section 736. Ms. Clark acknowledged that landline services are subject to the Commission's jurisdiction.

4. Discussion

In a complaint proceeding, the Public Utilities Code requires that a complaint allege, "any act or thing done or omitted to be done by any public utility … in violation or claimed to be in violation, of any provision of law or of any order or rule of the commission."[3] The burden of proof in a complaint proceeding is on the Complainant to demonstrate that Defendant violated an applicable provision of law, rule, or Commission order.

As a preliminary issue, we consider the applicable statute of limitations. In the complaint, Complainant cites Pub. Util. Code Section 736 to state that there is a three-year statute of limitations for a complaint for damages resulting from Pub. Util. Code Sections 494 or 532. Defendant argues that Comcast's Residential Services Agreement limits the statute of limitations to 120 days, stating that subscribers are required to dispute billing charges within 120 days from the applicable billing statement date.[4] Defendant also asserts that the Commission does not have jurisdiction over Comcast.

The Commission finds that the causes of action in this matter arise from, among other services, Comcast's landline services. Comcast's landline telephone services were part of the bundled services Comcast offered to Ms. Newhart, along with television and internet services. As the Commission regulates landline telecommunications, we determine that the Commission has jurisdiction over Comcast in this matter.

In addition, while Comcast's Residential Services Agreement may apply to its customer dispute process, the agreement does not supersede Pub. Util. Code Section 736 with respect to complaints filed at the Commission pursuant to Section 494 or Section 532. Pub. Util. Code Section 736 provides as follows:

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[3] Pub. Util. Code § 1702.

[4] *See* Xfinity Residential Services Agreement at Section 3(l), available at: https://www.xfinity.com/corporate/customers/policies/subscriberagreement.

> All complaints for damages resulting from the violation of any of the provisions of Section 494 of 532 shall either be filed with the commission, or … in any court of competent jurisdiction within three years from the time the cause of action accrues, and not after.

Therefore, the Commission finds that Pub. Util. Code Section 736 is the applicable statute of limitations in this matter. Complainant notified Defendant of the issue arising from this complaint on August 1, 2025. As such, the applicable time period is the three-year period preceding August 1, 2025.

Next, the Commission considers whether Defendant violated Pub. Util. Code Section 532.[5] Section 532 provides, in relevant part, that:

> …[N]o public utility shall charge, or receive a different compensation for any product or commodity furnished or to be furnished, or for any service rendered or to be rendered, than the rates, tolls, rentals, and charges applicable thereto as specified in its schedules on file and in effect at the time…

Defendant contends that Complainant consented to a promotional rate for internet service on June 20, 2022, and a promotional rate for television, internet, and voice services on May 31, 2024. Complainant denies that she consented to these services, stating that she only wanted internet service. Complainant acknowledges that confirmations from Comcast were emailed to her inbox but asserts she did not read those emails until August 1, 2025.

Complainant's monthly bills increased from approximately $97 to $127 beginning on March 4, 2022. Complainant states she did not notice these initial increases because they were moderate increases that tended to fluctuate. On July

[5] We note that Section 494 applies to transportation common carriers.

4, 2024, Complainant's monthly bills increased from approximately $113 to $239, and remained over approximately $200 per month until August 4, 2025.[6] Complainant states that she saw the significant monthly increases in July 2024 and did not dispute the charges with Comcast until August 1, 2025.

The Commission is persuaded by Complainant's assertion that she did not consent, or did not intend to consent, to services beyond internet service on June 20, 2022 and May 24, 2024. The Commission is also persuaded by Complainant's assertion that she did not notice the initial monthly bill increases from March 4, 2022 to July 4, 2024 because they were moderate, fluctuating increases. The Commission finds that Complainant has met her burden to demonstrate that Defendant improperly billed her for services beyond internet service that she did not consent to, or did not intend to consent to.

With respect to billing charges from July 4, 2024 onward, however, Complainant admits that she noticed the significant monthly bills (that remained over $200 each month) but did not contact Comcast for over one year, on August 1, 2025. The Commission finds that Complainant could have mitigated damages incurred by contacting Comcast after noticing the substantial increased bills in July 2024, rather than waiting 13 months to dispute the charges. While the Commission finds it reasonable to grant relief to Complainant for overcharges incurred from June 20, 2022 to July 4, 2024, we limit the relief granted during the

[6] According to Appendix B of the complaint, beginning on July 4, 2024, Complainant's monthly charges fluctuated. For example, Complainant was charged $239.03 in July 2024, $205 from August 2024 – January 2025, $214 from February – March 2025, $166 in April 2025, $195 from May – June 2025, and $241 from July - August 2025.

period from July 4, 2024 to August 1, 2025 to a six-month period due to Complainant's failure to mitigate damages.

Accounting for the three-year statute of limitation period (August 1, 2022 - August 1, 2025), the Commission grants Complainant's requested relief for the bills charged from September 4, 2022 to July 4, 2024. The Commission also grants relief for a six-month period within the July 4, 2024 to January 4, 2025 timeframe. Complainant is entitled to relief for the amounts charged over the monthly $97.01 per month (representing the initial internet service charge), as follows:[7]

Date Charged	Monthly Charged Amount	Charge over $97.01
9/4/2022	$107.15	$10.14
10/4/2022	$107.15	$10.14
11/4/2022	$107.04	$10.03
12/4/2022	$107.04	$10.03
1/4/2023	$107.04	$10.03
2/4/2023	$108.32	$11.31
3/4/2023	$108.32	$11.31
4/4/2023	$108.32	$11.31
5/4/2023	$108.71	$11.70
6/4/2023	$108.71	$11.70
7/4/2023	$108.71	$11.70
8/4/2023	$108.72	$11.71
9/4/2023	$113.87	$16.86
10/4/2023	$113.87	$16.86

[7] The monthly charges are based on Appendix B of the complaint.

11/4/2023	$114.01	$17.00
12/4/2023	$114.01	$17.00
1/4/2024	$114.01	$17.00
2/4/2024	$114.05	$17.04
3/4/2024 – 5/4/2024	$228.10	$34.10
5/4/2024	$113.99	$16.98
6/4/2024	$113.99	$16.98
7/4/2024	$239.03	$142.02
8/4/2024	$205.54	$108.53
9/4/2024	$205.68	$108.67
10/4/2024	$205.68	$108.67
11/4/2024	$205.77	$108.76
12/4/2024	$205.77	$108.76
1/4/2025	$205.77	$108.76
		$1095.10 Total Overcharged

Because Complainant received three reversed payments from her bank in the amount of $678.21, that amount is deducted from the total overcharge of $1,095.10, resulting in an outstanding amount of $416.89.

Accordingly, Complainant has met its burden to demonstrate that Defendant improperly billed her for expanded services beyond internet service that she did not consent to, or did not intend to consent to, in violation of Pub. Util. Code Section 532. Defendant shall reimburse Complainant in the amount of $416.89 within 30 days of the issuance of this decision. Defendant shall have negative credit information removed or reversed from the credit reporting agencies within 30 days of the issuance of this decision.

5. Conclusion

For the reasons discussed above, the Commission concludes that Complainant has met her burden of proof to demonstrate that Defendant violated Pub. Util. Code Section 532 and Complainant's requested relief is granted, in part. Defendant shall reimburse Complainant in the amount of $416.89 within 30 days of the issuance of this decision. Defendant shall have negative credit information removed or reversed from the credit reporting agencies within 30 days of the issuance of this decision.

6. Assignment of Proceeding

Darcie Houck is the assigned Commissioner, and Debbie Chiv is the assigned Administrative Law Judge and Presiding Officer, in this proceeding.

7. 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 decision was placed on the Commission's agenda directly.

O R D E R

IT IS ORDERED that:

1. As Complainant met her burden of proof to demonstrate that Defendant violated Public Utilities Code Section 532, the Commission grants the requested relief, in part.

2. Within 30 days of the issuance of this decision, Defendant shall refund Complainant in the amount of $416.89.

3. Within 30 days of the issuance of this decision, Defendant shall have negative credit information removed or reversed from the applicable credit reporting agencies.

4. Case 25-12-007 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