ALJ/MLQ/vj4 **PROPOSED DECISION** **Agenda ID #24627**
Adjudicatory

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Patricio Sanchez Complainant, vs. Southern California Edison Company (U338E), Defendant.	(ECP) Case 26-06-027

DECISION DENYING RELIEF

Summary

This decision denies Complainant's request to retain the $8,180.13 refund check issued in error by the Defendant. We find that the Complainant has failed to establish that Southern California Edison (SoCal Edison) overcharged the Complainant for the period of December 2021 to May 2024. We find that Tariff Rule 17 is not applicable to refunds issued as a result of accounting errors.

This proceeding, Case 26-06-027, is closed.

1. Parties

Patricio Sanchez is a residential customer of Southern California Edison (SoCal Edison).

SoCal Edison is a regulated public utility that distributes electricity in Los Angeles county. SoCal Edison is an investor-owned public utility under the jurisdiction of the California Public Utilities Commission (Commission).

2. Procedural Background

The Complainant filed the initial Complaint in this matter, Case (C.) 26-06-027 on June 26, 2026.[1] The Complainant disputes SoCal Edison's account corrections, retroactive charges, late fees, disconnection activity, and SoCal Edison's failure to provide a clear itemized accounting of his account.[2] The Complainant asserts that SoCal Edison Tariff Rule 17 (Rule 17) bars SoCal Edison from collecting a refund older than three months. The Complainant requests that the Commission require SoCal Edison to apply Rule 17 to a refund check that he received in error and remove the associated balance from his billing statement.

On August 12, 2026, SoCal Edison filed its Answer.[3] In its Answer, SoCal Edison states that it mistakenly provided the Complainant a refund of $8,180.13 for the period from December 2021 to May 2024.[4] SoCal Edison further states that it applied Rule 17 for the period from June 2024 to June 2025. SoCal Edison argues that Rule 17 applies to qualifying delayed-billing and undercharging circumstances and not for the mistaken issuance of a refund because of an accounting error.[5]

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[1] Complaint at 1.

[2] Id at 2.

[3] Answer at 1.

[44] Answer at 4 and Sanchez Billing Information, Tab Refund Amount.

[5] Id.

On August 13, 2026, the assigned Administrative Law Judge (ALJ) issued a ruling requiring the Parties to submit additional evidence supporting their positions. On August 28, 2026, the Complainant filed the following: SoCal Edison Billing and Payment history; Wells Fargo Refund Check; Landlord Text Messages; AT&T Usage Detail Record; audio file; and a declaration. On the same date, SoCal Edison filed a table (Table No. 1) that contained a tab marked Refund Check (this tab shows monthly bills from December 2021 to May 2024 and the amount paid by the Complainant), a tab marked 2024 to 2025 (this tab shows each month's bill, amount paid, balance carry over, Rule 17 amount; and billing errors), and original billing statements for January to May 2024 and September to December 2025.

3. Complainant's Contentions

At the hearing, the Complainant testified that he moved into his current residence in November 2021. He stated that he is SoCal Edison customer and began paying for electric service in December 2021. He also stated that he received monthly bills from SoCal Edison by mail and enrolled in autopay.

The Complainant stated that he received monthly bills from SoCal Edison between December 2021 and May 2024 and paid each bill through autopay. After reviewing SoCal Edison's table for that period, he stated that the bill amounts appeared accurate to him. He further stated that, to his knowledge, he paid every monthly bill via autopay.

The Complainant stated that on August 27, 2024, SoCal Edison sent him a refund check for $8,180.13. He stated that the refund check raised concerns so he called SoCal Edison to ask why he received it. According to the Complainant,

the SoCal Edison representative told him that SoCal Edison reviewed his account, found errors, and determined he was entitled to a refund. The Complainant stated that he asked to speak to a manager, and the manager reaffirmed that he was entitled to a refund. He stated that he deposited the refund check on September 3, 2024.

The Complainant stated that beginning in June 2024, he stopped receiving monthly bills from SoCal Edison. He stated that he checked his bank account and noticed that SoCal Edison did not charge him for the month despite his autopay enrollment. He stated that he contacted SoCal Edison to ask why he was not receiving monthly bills but did not receive any information. According to the Complainant, SoCal Edison continued to withhold monthly bills and did not charge him through autopay from June 2024 to August 2025. After reviewing SoCal Edison's table for that period, he stated that he did not know the bill amounts because SoCal Edison never sent them to him, but he also confirmed that he did not pay SoCal Edison for any month during that time. He acknowledged that he received SoCal Edison bills on September 3, 2025, for $8,426.12; on September 4, 2025, for $5,739.06; and on September 4, 2025, for $8,680.14. He stated that the sudden and different amounts confused him and that he did not understand why the charges were so high or why they changed within days.

The Complainant stated that SoCal Edison admitted that it issued the refund check in error and that Rule 17 only allows SoCal Edison to render an adjusted bill for an undercharge not exceeding three months for a residential customer. He argues that SoCal Edison issued the refund check in August 2024,

more than three months before the September 2025 bill. He states that he wants SoCal Edison to remove the $8,180.13 refund amount from his bill because SoCal Edison admits it issued the refund in error and because Rule 17 governs the allowable period for undercharge adjustments.

4. SoCal Edison's Contentions

Robert Rojas testified that he served as an advisor in State and Regulatory Operations with SoCal Edison. He stated that the information provided in Table No. 1 under a tab marked Refund Tab, covering the period of December 2021 to May 2024, was accurate. He further stated that SoCal Edison would submit the original bills to verify the Refund Tab's accuracy.

The Refund Tab shows that form December 2021 to May 2024, the Complainant was billed a total amount of $8,180.13 and paid that full amount. Mr. Rojas stated that SoCal Edison committed an accounting error that caused it to mistakenly issue the Complainant a refund check for $8,180.13 for the period of December 2021 to May 2024. He stated that its table confirms that the Complainant paid the correct amount from December 2021 to May 2024 and therefore did not incur any under or over charge.

Mr. Rojas testified that from June 2024 to August 2025, SoCal Edison failed to issue the Complainant a monthly bill and received no payments during that period through no fault of the Complainant. He stated that in late August 2025, SoCal Edison discovered the billing error and applied Rule 17. Under Rule 17, SoCal Edison could charge the Complainant only for the months of July, August, and September 2025. He stated Complainant's total bill for the period of June 2024 to June 2025 was $4,283.95. He stated that SoCal Edison removed all

charges from June 2024 to June 2025 because Rule 17 does not allow it to bill a customer for more than three months for a billing error.

Mr. Rojas stated that SoCal Edison did not apply Rule 17 to the $8,103.13 refund check because the refund was not a billing error or adjustment. He explained that Rule 17 governs qualifying billing errors, delayed billing conditions, meter errors, rebills, and certain underbilling circumstances. He asserted that the refund did not arise from a misread meter, an improper usage calculation, a failure to issue a bill, or a qualifying underbilling that would entitle the Complainant to Rule 17 relief.

Mr. Rojas stated that the refund resulted from an accounting error. He explained that SoCal Edison completed an account review of the Complainant's account and determined that it had made an error. He further argued that Rule 17 does not allow a customer to permanently retain funds a utility issued in error, nor does Rule 17 bar SoCal Edison from correcting administrative or accounting mistakes to ensure an accurate account balance.

5. Discussion

5.1. Complainant's Billing Period From December 2021 to May 2024

SoCal Edison filed Table No. 1 with a tab marked Refund Amount.[6] This table showed the Complainant's monthly bills from December 2021 to May 2024.[7] The table is shown below:[8]

Billing Period	Amount Billed	Amount Paid

[6] SoCal Edison Table dated August 28, 2026, under Refund Amount tab.

[7] Id.

[8] Id.

12/02/2021 - 01/02/2022	$281.51	$281.51
01/03/2022 - 01/31/2022	$225.22	$225.22
02/01/2022 - 03/02/2022	$190.09	$190.09
03/03/2022 - 03/31/2022	$148.46	$148.46
04/01/2022 - 05/02/2022	$191.63	$191.63
05/03/2022 - 06/01/2022	$194.54	$194.54
06/02/2022 - 06/30/2022	$309.35	$309.35
07/01/2022 - 08/01/2022	$379.17	$379.17
08/02/2022 - 08/30/2022	$488.99	$488.99
08/31/2022 - 09/29/2022	$582.88	$582.88
09/30/2022 - 10/31/2022	$266.65	$266.65
11/01/2022 - 12/01/2022	$275.42	$275.42
12/02/2022 - 01/02/2023	$269.46	$269.46
01/03/2023 - 01/31/2023	$139.43	$139.43
02/01/2023 - 03/01/2023	$111.97	$111.97
03/02/2023 - 03/30/2023	$204.51	$204.51
03/31/2023 - 04/30/2023	$210.53	$210.53
05/01/2023 - 05/30/2023	$193.86	$193.86
05/31/2023 - 06/28/2023	$220.17	$220.17
06/29/2023 - 07/31/2023	$416.26	$416.26
08/01/2023 - 08/29/2023	$438.96	$438.96
08/30/2023 - 09/28/2023	$299.77	$299.77
09/29/2023 - 10/29/2023	$165.14	$165.14
10/30/2023 - 11/29/2023	$258.26	$258.26
11/30/2023 - 01/01/2024	$238.94	$238.94
01/02/2024 - 01/30/2024	$275.01	$275.01
01/31/2024 - 02/29/2024	$250.63	$250.63
03/01/2024 - 04/01/2024	$264.24	$264.24
04/02/2024 - 04/30/2024	$309.33	$309.33
05/01/2024 - 05/30/2024	$379.75	$379.75
Total	**$8,180.13**	**$8,180.13**

The record was left open for SoCal Edison to provide the original monthly billing statements so the assigned Administrative Law Judge could verify the authenticity of Table No. 1's tab marked Refund Amount. On September 25, 2026, SoCal Edison filed a table (Table No. 2) containing the original billing statements for the months of December 2021 through May 2024, and the

Complainant did not object to that filing. At the hearing, the Complainant stated that he was enrolled in autopay with SoCal Edison and therefore paid each monthly bill during that period. Based on this evidence, we find SoCal Edison's Table No. 1, tab marked Refund Amount to be accurate and conclude that the Complainant paid a total of $8,180.13 from December 2021 to May 2024.

5.2. Complainant's Billing Period From June 2024 to August 2025

SoCal Edison's filed Table No. 1 with a tab marked 2024 to 2025.[9] This table showed the Complainant's monthly bills from June 2024 to September 2025.[10] The table is shown below:[11]

BILLING PERIOD		Cost of Electricity Per Month	Amount Paid	Balance Carried Over	Rule 17 Amount - SCE
1/2/2024	1/30/2024	$275.01	$275.01	$0.00	
1/31/2024	2/29/2024	$250.63	$250.63	$0.00	
3/1/2024	4/1/2024	$264.24	$264.24	$0.00	
4/2/2024	4/30/2024	$309.33	$309.33	$0.00	
5/1/2024	5/30/2024	$379.75	$379.75	$0.00	
5/31/2024	6/30/2024	$471.40			($471.40)
7/1/2024	7/31/2024	$594.29			($594.29)
8/1/2024	8/29/2024	$542.62			($542.62)
8/30/2024	9/30/2024	$437.99			($437.99)
10/1/2024	10/29/2024	$162.19			($248.19)
10/30/2024	12/1/2024	$321.08			($321.08)
12/2/2024	1/1/2025	$438.08			($438.08)
1/2/2025	1/29/2025	$305.09			($305.09)
1/30/2025	3/2/2025	$251.23			($251.23)
3/3/2025	3/31/2025	$208.62			($208.62)
4/1/2025	4/30/2025	$173.21			($229.21)
5/1/2025	6/1/2025	$236.15			($236.15)
6/2/2025	6/30/2025	$193.26		**Total Rule 17 Adjustment**	**($4,283.95)**

[9] SoCal Edison's Table No. 1, under tab 2024 to 2025.

[10] Id.

[11] Id.

7/1/2025	7/31/2025	$194.73			
8/1/2025	9/1/2025	$254.02	$0.00	$8,680.14	
9/2/2025	9/30/2025	$244.97	$0.00	$8,925.11	

SoCal Edison provided the original billing statements for January 2024 through May 2024 and for September 2025 through December 2025. Based on the testimony of Mr. Rojas and the Complainant, the Complainant did not receive any monthly bills from SoCal Edison for the period of June 2024 to August 2025. The Complainant viewed Table No. 1, tab 2024 to 2025, and testified that the billing amounts appeared accurate to him when compared to the prior year's bills. Based on this evidence, we find SoCal Edison's Table No. 1, tab marked 2024 to 2025, to be accurate and conclude that the total amount billed by SoCal Edison for the period of June 2024 to June 2025 was $4,283.95.

5.3. Tariff Rule 17

Rule 17 governs how SoCal Edison corrects billing errors and issues adjustments.[12] Under Rule 17, when SoCal Edison undercharges a customer due to a billing error[13], SoCal Edison may issue an adjusted bill for the undercharge, but only for a limited period, no more than three months for residential service or a small business customer, and no more than three years for all other classes of service.[14]

[12] D.25-09-030 at 484.

[13] A billing error is a mistake by SoCal Edison which results in incorrect billing charges to the customer. (SoCal Edison Electric Rule 17, Sheet 3).

[14] SoCal Edison Electric Rule 17, Sheet 3.

The purpose of Rule 17 back billing limitations is two-fold. First, the Commission has held that receiving accurate bills issued at regular intervals is a basic consumer right, as "customers particularly those with low or fixed monthly incomes, must have accurate monthly bills in order to properly budget their expenses."[15] Second, the three month back billing limit in Rule 17 creates a strong incentive for the utilities to establish and maintain accurate billing systems.[16]

5.3.1. Refund Check

The evidence shows that from December 2021 to May 2024; the Complainant received accurate monthly bills from SoCal Edison and paid each bill through autopay. SoCal Edison's Table No. 1, tab marked Refund Amount lists an aggregate amount of $8,180.13 for this period, and SoCal Edison confirmed this amount by submitting the original bills.

This record demonstrates that SoCal Edison maintained accurate accounting for the period of December 2021 to May 2024 and that the Complainant paid all monthly charges. The record contains no evidence that SoCal Edison overcharged the Complainant or that the Complainant was entitled to a refund. We therefore accept SoCal Edison's contention that it issued the refund check due to an accounting error.

At issue is whether Rule 17 bars SoCal Edison from recouping the refund check in the amount of $8,180.13. Rule 17 applies to billing errors and

[15] D.07-09-041 at 8.

[16] Id. at 9.

adjustments[17]. A billing error is an error by SoCal Edison which results in incorrect billing charges to the customer due to meter error, overcharges, or undercharges.[18] Rule 17 lists the following as examples of billing errors: incorrect meter reads; clerical errors when applying wrong rate, wrong billing factor, or incorrect calculations; and failure to deliver a bill.[19]

There is no evidence in the record that supports meter error or overcharging by SoCal Edison during this period of time. Table No. 1, tab Refund Amount establishes that SoCal Edison did not undercharge the Complainant from December 2021 to May 2024. Based on the above, we find that no billing error occurred during the period of December 2021 to May 2024.

The evidence supports SoCal Edison's assertion that it issued the refund check due to an accounting error. We find that an accounting error is not a correction or modification to an electric bill and therefore does not constitute an adjustment under Rule 17. Therefore, we deny the Complainant's request for Rule 17 relief regarding the $8,180.13 refund check because an accounting error does not fall within Rule 17's purview.

5.3.2. Billing Period of June 2024 to June 2025

The evidence shows that from June 2024 to August 2025, SoCal Edison failed to send the Complainant a monthly bill.[20] As a result, SoCal Edison

[17] An adjustment occurs when the utility corrects or modifies a customer's electric bill.

[18] SoCal Edison Tariff Rule 17, Sheet 3.

[19] Id.

[20] SoCal Edison Tariff Rule 17, Sheet 3 lists failure to deliver a bill as an example of a billing error.

undercharged the Complainant during this period even though the Complainant had autopay. SoCal Edison later discovered the issue and issued a September 2025 bill for $8,680.14.[21]

Here, SoCal Edison admits billing errors for failing to provide the Complainant a monthly bill from June 2024 to August 2025.[22] As a result, we find that Rule 17 applies to this situation. Applying Rule 17 limits SoCal Edison to a three month back billing period, so SoCal Edison may only bill for July, August, and September 2025. We find that June 2024 to June 2025 falls within Rule 17's purview. According to SoCal Edison's Table No. 1, tab 2024 to 2025, SoCal Edison undercharged the Complainant $4,283.95 for that period. The evidence shows that SoCal Edison applied Rule 17 to June 2024 to June 2025 and removed the $4,283.95 in charges from the Complainant's bill. We agree with SoCal Edison's actions.

6. Conclusion

For the foregoing reasons, we find that the Complainant has not shown by a preponderance of the evidence that SoCal Edison overcharged him for the period of December 2021 to May 2024 or that Rule 17 applies to the $8,180.13 refund check.

The Complainant's request for relief is denied, the case is dismissed and the proceeding is closed.

[21] SoCal Edison bill dated September 4, 2025.

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. Complainant's request for relief is denied.
2. Case 26-06-027 is dismissed.
3. Case 26-06-027 is closed.

This order is effective today.

Dated _____, at Sacramento, California.