COM/CHG/jds/kmh **Date of Issuance 11/10/2026**

Decision 26-10-060 October 29, 2026

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Louie Osuna and Vicki Osuna, Complainants, vs. Havasu Water Company, Inc. (U-352W), Defendant.	(ECP) Case 23-12-002

PROPOSED DECISION GRANTING DEFENDANT OPPORTUNITY TO REPLACE, BUT NOT CHARGE FOR USE OF THREE-QUARTER WATER METER, VACATING ALL LATE FEES AND PENALTIES AGAINST COMPLAINANTS, AND CLOSING CASE

Complainants,
Louie and Vicky Osuna, *in pro per*
vs
Defendant,
Havasu Water by Jennifer Hodges, CEO *in pro per*

Summary

This Decision addresses the events occurring after issuance of the Decision (D.)25-03-010 on March 13, 2025, which awarded fees to Defendant and initially closed this matter, the Commission's final Decision of January 15, 2026, D.26-01-

024, "Order Modifying Decision 25-03-010 And Denying Rehearing, As Modified," and the Assigned Administrative Judge's rulings of April 30, 2025, May 19, 2025, and February 20, 2026.

This Decision denies Defendant's demand of the $250 security deposit. It allows Defendant to change the 5/8th inch water meters to ¾ water meters but caps the service charge and actual water usage per the approved California Public Utilities Commission tariff in place for a functioning 5/8th inch water meter until such a time as the California Public Utilities and the Water Division of the CPUC grant Defendant opportunity to pursue new tariff rates.

This decision codifies the assigned Administrative Law Judge's ruling capping Defendant's fees to those tariff costs associated with the 5/8th inch water meter that was originally on Complainants' property rather than the 3/4th inch water meter that is now in place on the property. This Decision further vacates and dismisses all late fees and penalties against the Complainants.

Complaint Case 23-12-002 is closed.

1. Background.

1.1. Initial Factual Background for Issuance of Decision of March 13, 2025, D.25-03-010.

On December 1, 2023, Louie and Vicky Osuna (Complainants) filed complaint Case (C.) 23-12-002 (Complaint) with the California Public Utilities Commission (Commission) against Havasu alleging billing errors and failure to provide safe, clean, and reliable water service. The Complaint alleged that Complainants experienced a loss of water service for approximately ten days in March 2022, followed by inconsistent water quality and supply during 2023. Complainants further alleged that they were subject to "Do Not Drink" or "Boil

Water" notices for roughly half of the year following the outage and requested a 50 percent reduction or reimbursement of bills paid between March 2022 and March 2023. Complainants also alleged they continued to be billed for water service after July 2, 2023, when Havasu removed their 5/8th inch water meter due to alleged vandalism.[1] On December 19, 2023, the Commission issued instructions requiring Havasu to file an Answer by January 8, 2024, and set the matter for hearing on February 5, 2024 under the Expedited Complaint Procedure.

2. Issues Before the Commission, Past and Present.

2.1. Procedural Background for Issuance of Decision of March 13, 2025, D.25-03-010.

On February 1, 2024, the assigned ALJ issued an Administrative Law Judge's Ruling Granting Havasu Water Company's Request For an Extension of Time to File Answer and Addressing Other Matters in the Proceeding. Among other things, the ruling granted Havasu's request for an extension to file its Answer through February 12, 2024, and reset the scheduled hearing for February 15, 2024. On February 22, 2024, Havasu late-filed its Answer to the Complaint.

On February 23, 2024, at the request of Havasu, the assigned ALJ reset the evidentiary hearing from February 15, 2024, to March 14, 2024. At the March 14, 2024 evidentiary hearing, Complainants Louie and Vickie Osuna appeared on their own behalf. Jennifer Hodges appeared on behalf of Havasu in her capacity as Chief Executive Officer. The parties informed the ALJ that Havasu had filed

[1] D.25-03-010 at 1-4.

an action in San Bernardino Superior Court[2] alleging that Complainants tampered with or broke the water meter on their property. The Superior Court held a hearing on March 15, 2024, and issued a decision on April 3, 2024, ordering Complainants to pay a $225 fee and ordering Havasu to cease billing Complainants for water services. The Superior Court reserved determination of Havasu's rights to past-due water charges for adjudication in the administrative proceeding.

On October 29, 2024, the parties appeared for a status conference and provided additional billing information. By that time, the assigned ALJ had received the Superior Court's April 3rd decision in the related civil matter. Consistent with that decision, the ALJ ordered Havasu to cease billing. The assigned ALJ also ordered Complainants to provide proof of payment of the $225 fee required by the Superior Court; Complainants' receipt was submitted as an exhibit.

On March 13, 2025, the Commission issued D.25-03-010, granting in part and denying in part the relief sought in the Osuna's complaint. The Decision ordered Complainants to pay Havasu $1,681; $1,674.81 of which was to be disbursed from the funds held in trust in the Public Utilities Commission impound account opened for this matter.[3] Havasu was ordered to eliminate all fees, penalties, and late fees against Complainants, and all remaining billing, fees

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[2] SCNS 2300008 *Havasu Water Company vs. 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.) The entirety of this document was included as an exhibit in the original Decision.

[3] D.25-03-010 at 4.

and penalties were expunged and vacated.[4] Havasu subsequently filed the Application for Rehearing at issue here on March 25, 2025.

On January 15, 2026, the Commission issued Decision D.26-01-024 - Order Modifying Decision 25-03-010 And Denying Rehearing, As Modified, Case C.23-12-002, and again closed the proceeding.[5]

3. Procedural Background Post Issuance of March 13, 2025 Decision D.25-03-010.

3.1. May 13, 2025 Sanctions Status Conference Post Issuance of March 13, 2025 Decision D.25-03-010 Regarding Defendant's Failure to Install a Functioning Water Meter.

In the period between the issuance of the original March 13, 2025 Decision D.25-03-010 and the January 15, 2026 Order Modifying the Decision of January 15, 2026, D.26-01-024, Complainants again notified the assigned ALJ that Havasu had refused to install a functioning water meter on their property and also demanding additional monies in the form of a bill for a $250 security deposit. The assigned ALJ held a status conference on WebEx on May 13, 2025 and issued the ruling of May 19, 2025 ordering Havasu to replace the Osuna's water meter and to not bill the family for more than they would for a 5/8th inch meter, or face sanctions. Defendant could determine the appropriate size of water meter to install on the property between the choice of a 5/8th inch and 3/4th inch meter as utility custom and usage had changed since the installation of the original 5/8th inch water meter. While 5/8th inch water meters are legal, the new California

[4] *Id*.

[5] Decision D.26-01-024 - Order Modifying Decision 25-03-010 And Denying Rehearing, As Modified, Background.

minimum size standard encourage usage of a 3/4th inch water meter in most single-family homes[6] and Defendant was deemed to be the best party suited to determine what size water meter to install.

The assigned ALJ also reminded the Parties in Ordering Paragraph #1 that the, "Defendant may not bill Complainants more than they would for usage of a 5/8th inch water meter per the currently approved California Public Utilities

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[6] Residential water meters are typically available in standard sizes, most commonly 5/8-inch, 3/4-inch, and 1-inch. The size designation refers to the meter's nominal diameter, which correlates directly to its maximum safe operating capacity, measured in gallons per minute (GPM).

The 5/8-inch meter is often used for small homes, mobile homes, or properties with low water demands, offering a maximum flow rate of approximately 15 GPM. The 3/4-inch meter is the most common size for modern single-family homes, safely handling flow rates up to about 25 GPM. For larger homes or those with high-demand features like fire suppression systems or extensive irrigation, a 1-inch meter is usually selected, supporting flow rates around 55 GPM.

In California, single-family residences are generally encouraged to have a new minimum 3/4-inch (nominal) water meter under the California Plumbing Code. The 5/8-inch meters in place are still legal and, as noted, they were historically used for smaller homes or low-demand properties. Current code standards and general utility practices encourage larger meters to ensure adequate flow, documentation, and pressure for modern homes. *See* § Sec. 8-402 Building supply pipe (California Plumbing Code, Table 610.4) (reading as follows: Building Supply, three-quarter (3/4) inch (20 mm) nominal size minimum, - 1" minimum diameter for each single-family residential structure.). The appropriate minimum size for a unit depends on the number of fixtures, toilets, shower heads, faucets, drains, etc. per unit.

California Code of Regulations, Title 10, Section 260.140.71.6 states that: "The size, design, material, and installation of service pipes [are] to conform to the reasonable requirements of the mutual water company; provided, however, that the minimum size of the pipe to be not less than 3/4 inch nominal size."

This functionally means that if a utility is *installing* a water meter or service line, the supply pipe leading to it is encouraged to be rated at least 3/4-inch nominal diameter, unless the service is exempt (e.g., non-freezing use with drainage arrangements). Cal. Code Regs. Tit. 10, § 260.140.71.6 et seq. Those supply lines and meters rated at 5/8th inch that are still in place on various older properties and mobile homes are still legal, where functioning, but are essentially "upsized" with a variation of one of the larger sizes when replaced.

Commission (CPUC) tariff presently in place" and that failure comply with the directive in Ordering Paragraph #1 will result in the issuance of an Order to Show Cause for sanctions pursuant to California Public Utilities Code, Section 2107." Jennifer Hodges, in her personal capacity, was also chastised for her behavior during the proceeding and informed of the Commission's ability to bring sanctions against her in her personal capacity.[7]

3.2. March 20, 2026 Sanctions Status Conference Post Issuance of Decision and Rehearing Decision Regarding Defendant's Insistence on Collecting a $250 Deposit for the Water Meter and Penalties.

Since May 13, 2025, Defendant has tried on several occasions to collect the $250 deposit and penalties from Complainants. The assigned ALJ has repeatedly reminded the Parties that the Defendant is not entitled to this money. They were instructed to contest this issue in another proceeding. Defendant issued a water cut-off notice to Complainants on February 11, 2026 which Complainants forwarded to the Commission on February 19, 2026. Also on February 11, 2026, Defendant asserted that the basis of their demand is per Tariff Book Rules 6, 7, and 11 where a prospective customer applying or reapplying for water services after, "service discontinued for nonpayment of bills," will be required, among other payments, to provide a security deposit with the water company.

Complainants have not failed to pay their water bill and the Defendant should be aware of this fact. The Complainants paid their bills to Havasu and

[7] Administrative Law Judge's Notice of Tuesday May 13, 2025 Status Conference and Accompanying Orders issued May 19, 2025 at 1-2.

then to the Commission through the impound accounts, and similarly to the Superior Courts for submission to Defendant. Defendant removed the Complainants' water meter of their own volition, and in defiance of the law. Defendant has repeatedly been reminded by the assigned ALJ that they do not have the right to do so. Defendant was ordered to reinstall the water meter in order to remedy a wrong that they, Havasu, created. Defendant was ordered to provide reparations to cover the costs of their own intentional violations.

Defendant responded by email on January 13, 2026. The assigned ALJ determined the email response of January 13, 2026 was without merit. In it, Defendant argued that, "[t]he Osuna's prior security deposit was returned to them in August of 2006, therefore, they are subject to termination for not having a security deposit on file, per tariff rules No 6 & 7."

As addressed above, Tariff Book Rules 6 and 7 address installation of water meter for applicants whose water was justifiably cut off for non-payment of bills, not willfully by the Defendant. Moreover, the statute of limitations for the collection of a debt in California is at most four (4) years.[8] Defendant had clearly availed themselves of their access to Superior Court against the Osuna family for perceived debt collections and damages.[9] They are legally and statutorily time-barred from doing so again, ten (10) years after the fact.

[8] Cal. Code Civ. Proc. § 337, et seq. §§ Sections 337-339 defining the statute of limitations for various types of debts, damages to property, and breach of contract to two (2) to three (3) years.

[9] D.25-03-010 at 1-4 and SCNS 2300008 *Havasu Water Company vs. 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.)

In March 2026, the assigned ALJ held a status conference with the Parties to determine whether Defendant had replaced the water meter, removed the security deposit from the Complainants bill, and to determine whether a further hearing for sanctions was necessary. On that date, the assigned ALJ determined it was not. Defendant had complied as ordered.

However, Complainants informed the assigned ALJ and attending assigned Assistant Chief that while Defendants removed the requirement of a $250 security deposit, they were now charging a higher base service fee for the installed water meter. Defendant argued they were granted this right by the ALJ in the ongoing Order Instituting Investigation[10] despite the cap placed on them in this matter. We now take opportunity to address these issues.

4. Discussion and Analysis.

4.1. Complainants' Contentions.

Because the Parties' disagreements continued in the interim after the issuance of the first Decision, D.25-03-010, the Commission reopened the instant matter, C.23-12-002. In this reopened Complaint, Complainants contend that Defendant is wrong to insist on the $250 security deposit. In order to preserve their argument, Complainants have refused to provide another security deposit as retainer to Defendant. Defendant, in turn, issued late fees and compounded penalties. The Defendant removed the deposit fee on Complainants' bills, as

[10] Investigation I.25-08-007 Order Instituting Investigation into the Operations, Maintenance, and Practices of Havasu Water Company (WTD-352) for Failure to Comply with the Laws, Rules, and Regulations of this State Governing the Manner in which California Consumers are Provided with Safe and Reliable Water Service and Order to Show Cause Why the Commission Should Not Petition the Superior Court for the Appointment of a Receiver (OII).

ordered by the assigned ALJ, but not the late fees and penalties. In doing so, Defendant also added a higher service charge fee for the Complainants usage of a 3/4th inch water meter where they previously had a 5/8th inch meter in place[11]. Complainants contend this too is incorrect and cite to the assigned ALJ's ruling of May 19, 2025, which ordered, "Defendant may not bill Complainants more than they would for usage of a 5/8th inch water meter per the currently approved California Public Utilities Commission (CPUC) tariff presently in place."[12] Defendant issued penalties and compounded late fees for this as well.

4.2. Defendant's Contentions.

Defendant contends that they are entitled to a new security deposit as the Complainants are a new family whose last water meter Defendant removed and confiscated for failure to pay their bills. Defendant contends that they are entitled to all fees and compounded penalties and cite to Investigation I.25-08-007 ,the open OII, against them for alleged mismanagement of their water utility for the right to charge for usage of the larger 3/4th inch water meter rather than being capped at the service charge associated with the smaller, 5/8th inch water meter.

Both Parties are correct about some of their contentions. Complainants are correct they do not owe a second security deposit. They similarly do not owe

[11] A 5/8th inch water meter is smaller than a 3/4th inch water meter. The Tariff in place for Havasu Water allows Havasu to charge $92.42 per meter per year for usage associated with a 5/8th by 3/4th inch water meter and $138.68 per meter per year for usage associated with a 3/4th inch water meter. *See* Exhibit 1, Tariff.

[12] May 19, 2025 Administrative Law Judge's Notice of May 13, 2025 Status Conference and Accompanying Orders at 1-2.

any late fees or penalties on either or any charge. Defendant is correct that the pending Order Instituting Investigation allows them to bill the service charges associated with the usage of the larger 3/4th water meter in place rather than being capped at the fees associated with the 5/8th inch water meter in that matter. We shall address the remainder of the concerns in turn.

4.3. Procedural History of K.25-06-028 Order Instituting Investigation of Havasu Water Company and Petition for Receivership.[13]

On June 23, 2025, the California Public Utilities Commission initiated Investigation (I.) 25-08-007 to assess whether Havasu failed to comply with applicable laws, rules, and regulations governing the provision of safe and reliable water service to consumers. The Commission also issued an Order to Show Cause directing Havasu to explain why the Commission should not petition the California Superior Court for the appointment of a receiver to take possession of Havasu's property and operate its system, and why the Commission should not impose penalties for violations, noncompliance with Commission orders and other unlawful or harmful practices affecting customer safety. On March 13, 2026, the Commission issued the Presiding Officer's Decision Resolving Order Instituting Investigation of Havasu Water Company and Order to Show Cause in K.25-06-028 (OII Decision).

The OII Decision is presently pending on rehearing.[14] However, it grants the California Public Utilities Commission's Consumer Protection Enforcement

[13] K.25-06-028 Order Instituting Investigation (OII) of Havasu Water Company and Petition for Receivership at 3.

[14] *See* K.25-06-028 March 11, 2026 Appeal of Presiding Officers Decision.

Division's request to petition the California Superior Court for a receivership for Havasu Water Company. This decision is based on Havasu Water Company's well-documented history of noncompliance and unresponsiveness at the Federal, State and County levels, together with mismanagement of the company which has resulted in health and safety risks to customers and the general public.

The OII Decision finds that Havasu Water Company violated Public Utilities Code § 2713(a) and General Order 103-A when it failed to provide all records of its inspection, repair and replacement of all its fire hydrants in its service area in the last ten years to the California Public Utilities Commission, Water Division (Water Division).

The OII Decision also finds that Havasu Water Company violated Rule 1.1 when on: 1) December 8, 2023, Havasu submitted an Advice Letter with incorrect information to Water Division; 2) October 11, 2024, Havasu responded to a data request claiming it was awaiting further information from the San Bernardino County Fire Department (SBCFD) when it knew SBCFD did not have any information to be given; and 3) April 8, 2025, Havasu sent bills to customers requesting late fees when it was ordered in D.24-03-053 to remove all late fees from customers' bills from 2021 forward.

Finally, the OII Decision finds that Havasu Water Company did not violate Public Utilities Code § 454 and Tariffs 12(B) and 12(c) when it changed its customers' water meters from 5/8 x 3/4" to 3/4" specifically noting that, "Havasu did not violate Pub. Util. Code § 702 and did not violate Tariff 12 (B) and (C)

when it changed the meter size of its customers from 5/8 x 3/4" to 3/4".”[15] In short, the OII determined that the replacement of a 5/8th to ¾ in water meter does not amount to a water rate change.[16]

4.4. We Grant Defendant Opportunity to Change the 5/8th inch Water Meters to 3/4th Inch Water Meter by Statutory Interpretation.

By inference, we determine that the OII grants Havasu the opportunity to change the water meters from 5/8th inch to 3/4th inch water meters per their discretion. That decision does not allow Defendant to circumvent Commission approval process or collect unearned fees where specifically denied.

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[15] K.25-06-028 OII at 46.

[16] *Id.* In full, the OII reads that the California Public Utilities Commission's Consumer Protection Enforcement Division (CPED):

> CPED has failed to provide any evidence or citation supporting the contention that the replacement of water meters equates to an increase in the water rate charged to Havasu's customers. While it is possible that the installation of 3/4" meters may result in higher customer bills, such increases may be caused by the improved accuracy of the 3/4" water meters. The older 5/8 x 3/4" meters may have underreported actual usage, thereby artificially lowering bills. The correction of underreporting through the use of more precise water meters does not constitute a change in the water rate.
>
> Furthermore, the rate charged by Havasu to its customers remained unchanged. The change from 5/8 x 3/4" to 3/4" water meters changes the amount of water that may flow through the water meter but the amount used is still charged the same rate. CPED has failed to meet its burden on this issue.
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> As such, it is determined that Havasu did not violate Pub. Util. Code § 702 and did not violate Tariff 12 (B) and (C) when it changed the meter size of its customers from 5/8 x 3/4" to 3/4".

5. We Distinguish the ECP Matter and Process from the OII Matter and Process and Cap rates to 5/8th inch Water Meter Billing.

In the OII enforcement action CPED alleged that Havasu violated Pub. Util. Code Section 454 and Tariffs 12(B) and (C) when it changed its customers' water meters[17]. The rate charged by Havasu to its customers remained unchanged. The change from 5/8 to ¾ inch water meters changes the amount of water that may flow through the water meter, but the amount used is still charged the same rate. The OII determined that CPED failed to meet its burden on the issue of whether a meter change necessarily grants any type of rate change.

In the OII decision, the assigned Administrative Law Judge stated that CPED failed to meet its burden on the narrow issue of whether a meter change, by itself, constitutes a rate change. CPED offered no additional evidence to support its position. The finding addresses only that specific evidentiary failure and does not suggest that Havasu's practice of changing customer meters cannot constitute a circumvention of rate increase rules. The Commission may take action where, as here, the evidence shows that Havasu is attempting to bypass the Commission's approval process by reinstituting a fee where explicitly denied.

Finally, the expedited complaint procedure (ECP) of the instant matter is governed by different procedural and contextual safeguards than the action

[17] Id.

brought against Havasu in the OII pending before the CPUC.[18] In the ECP process the parties are not represented, there is no court reporter, the matter in controversy is akin to that of small claims court. In the OII the parties are all represented, and all hearings were formally reported and transcribed.

Nonetheless, by the canons of statutory interpretation, California courts and agencies are encouraged to interpret conflict or discrepancies in statutory language in such a way as to avoid ambiguity.[19]

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[18] Public Utilities Code section 1702.1:

> (a) The commission shall entertain complaints against any electrical, gas, water, heat, or telephone company under Section 734, 735, and 736 when the amount of money claimed does not exceed the jurisdictional limit of the small claims court as set forth in subdivision (a) of Section 116.220 or Section 116.221 of the Code of Civil Procedure. However, when the public interest so requires, the commission or presiding officer may, at any time prior to the filing of a decision, terminate the expedited complaint procedure and calendar the matter for hearing under the commission's regular procedure.
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> (b) No attorney at law shall represent any party other than himself or herself under the expedited complaint procedure.
>
> (c) No pleading other than the complaint and answer is necessary. A hearing without a reporter shall be held within 30 days after the answer is filed.
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> (d) The parties may file applications for rehearing pursuant to Section 1731. If the commission grants an application for rehearing, the rehearing shall be conducted under the commission's regular hearing procedure.

[19] *People v. Burke* (2023) 89 Cal.App.5th 237, 242 [305 Cal.Rptr.3d 641] (*Burke*):

> To resolve whether defendant's interpretation of the … statute[] is correct, we are guided by familiar canons of statutory construction. [Citations omitted] (2) '[I]n construing a statute, a court [must] ascertain the intent of the Legislature so as to effectuate the purpose

Footnote continued on next page.

Having reviewed the general extrinsic guidelines of the OII, and in keeping with the concepts of statutory interpretation governing conformity, we therefore grant Defendant opportunity to change Complainants' water meter but cap the service charges and rate associated with the Tariff on file for water usage and consumption as recorded by a 5/8th inch water meter.[20] Per Exhibit 1[21], the Tariff rate for service charges provided to the ALJ Division from the CPUC Water Division is $92.42 per meter per year for a 5/8th inch water meter.

6. Conclusion

For the reasons set above, we grant Defendant opportunity to change the smaller water meter to a larger water meter as appropriate. We decline opportunity to pursue sanctions against Defendant, at this time. The

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> of the law.' [Citations omitted.] In determining that intent, we first examine the words of the respective statutes: 'If there is no ambiguity in the language of the statute, "then the Legislature is presumed to have meant what it said, and the plain meaning of the language governs." [Citations omitted.] "Where the statute is clear, courts will not 'interpret away clear language in favor of an ambiguity that does not exist.' [Citation omitted.]"' [Citation omitted.] If, however, the terms of a statute provide no definitive answer, then courts may resort to extrinsic sources, including the ostensible objects to be achieved and the legislative history. [Citation omitted.] 'We must select the construction that comports most closely with the apparent intent of the Legislature, with a view to promoting rather than defeating the general purpose of the statute, and avoid an interpretation that would lead to absurd consequences.'"
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> *Id. citing People v. Coronado* (1995) 12 Cal.4th 145, 151 [48 Cal. Rptr. 2d 77, 906 P.2d 1232].

People v. Burke, 89 Cal. App. 5th 237, 242

[20] *See* Exhibit 1 Tariff Sheet.

[21] *Id*.

Commission has afforded Defendant opportunity to determine between the appropriate size water meter to reinstall, and Defendant installed the larger sized 3/4th inch water meter.

We vacate and remove all late fees, penalties, fines, and the like levied against Complainant by the Defendant in the Complainants alleged refusal to pay the larger sized water meter tariff size or the security deposit. We similarly vacate the need for Complainants to provide a security deposit. Complainants were not "new" users, nor did they have poor credit history justifying the confiscation of their original water meter. This was a contested issued appropriate for judicial review. Finally, the Parties are cautioned that violation of this Decision may result in sanctions.[22] This includes the reinstatement any late fees, fines, compounded penalties, and the like, or for actions stemming from these or previously litigated causes of action.

This matter is closed.

7. Assignment of Proceeding

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

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[22] Cal. Pub. Util. Code § 2107 reads:

> Any public utility that violates or fails to comply with any provision of the Constitution of this state or of this part, or that fails or neglects to comply with any part or provision of any order, decision, decree, rule, direction, demand, or requirement of the commission, in a case in which a penalty has not otherwise been provided, is subject to a penalty of not less than five hundred dollars ($500), nor more than one hundred thousand dollars ($100,000), for each offense.

8. Waiver of Public Comment

Pursuant to Rule 14.7(b) of the Commission's Rules of Practice and Procedure, the 30-day public review and comment period required by Section 311of 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

IT IS ORDERED that:

1. The requirement of a $250 security deposit on file for Complainants Louie and Vicky Osuna is hereby vacated and removed from their water bill.

2. All late fees, penalties, fines, and the like, are hereby vacated and removed from the Complainants Louie and Vicky Osuna's water bills.

3. Defendant may charge Complainants a service charge rate associated with the Tariff on file for water usage and consumption capped to that determined by a 5/8th inch water meter until such a time as the California Public Utilities Commission and the Water Division grant Defendant opportunity to pursue new tariff rates. Per the tariff presently in place for Havasu water that is $92.42 per meter per year.

4. The Parties are warned that failure to abide by this Order shall result in an Order to Show Cause for possible sanctions.

5. Complaint C.23-12-002 is closed.

This order is effective today.

Dated October 29, 2026, at San Francisco, California.

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