

Decision No. 85764

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Wanda L. Solomon,
Complainant,
vs.
Pacific Telephone, a corporation,
Defendant.

Case No. 9998
(Filed October 29, 1975)

Wanda L. Solomon, for herself, complainant.
Norah S. Freitas, Attorney at Law, for defendant.

O P I N I O N

This dispute involves whether defendant, The Pacific Telephone and Telegraph Company (Pacific), has properly billed complainant, Wanda L. Solomon (Solomon), for residential service commencing with its billing of September 5, 1975 and whether a deposit and a reconnection charge should be required prior to restoration of service to Solomon.

Solomon contends that her telephone service should be restored at her old number upon payment of \$29.72.

Pacific contends that Solomon would have to pay a balance of \$89.71 for past-due service, a \$130 deposit, and a reconnection charge of approximately \$28 for one telephone instrument, or about \$247.71 to have her services restored.

Solomon's complaint alleges that Pacific wrongfully removed her telephone; that Pacific did not supply her with a copy of the numbers that she had called as they had on other occasions; that a telephone installation was made at her new address on September 12, 1975; that she was billed \$69.72 on September 23, 1975; that her telephone was cut off on October 8, 1975; that her telephone was removed on October 9, 1975 while she was at Pacific's office making payment on her bill; that she deposited \$30.10, leaving a balance of \$39.62 carried over to her October bill; that her October bill was \$142.77 and contained no deductions; that the bill was received on October 4, 1975; that she received a closing bill on October 16, 1975 with a \$10.10 deduction and a \$36.09 credit, leaving a balance of \$96.58; and that she was billed after the disconnection of her service.

Pacific requests dismissal of the complaint because (a) it does not comply with Section 1702 of the Public Utilities Code; (b) Pacific's actions were not in violation of any provision of law or of its tariffs, or of any applicable rule or order of the Commission; and (c) Solomon did not state a cause of action. Pacific states that an adjustment of \$7.50, which had not previously been brought to its attention, should be made to complainant's bill.

After notice public hearing was held in Los Angeles on February 19, 1976 and the matter was submitted on that date.

Pacific provided an advance copy of the bills in dispute to Solomon and submitted a copy of such bills as Exhibit 3.

Solomon testified that she needed a list of subscribers' names for certain listed numbers to verify whether she had made the calls; that she had worked out arrangements at Pacific's North Hollywood business office providing for weekly \$10 to \$15 weekly payments on her September 1975 bill and made partial payments; that she was in Pacific's office making a partial payment at the time her service was discontinued; that she requested adjustments of charges for certain calls which Pacific's representative agreed to; that Pacific did not make all of the adjustments agreed to; that Pacific informed her that her bill should be less than \$20 a month; that she was not informed that message unit charges are similar to long distance telephone calls; that she was unemployed; that it was necessary for her, as a single woman, to have a telephone to meet her personal, business, and health problem needs; that her credit was good because she had made timely one-half payments of several prior bills and had not lost her telephone service; that she called Pacific's office and went to Pacific's office after being notified that her service would be discontinued if payment was not made in five days, but that she did not think her service would be discontinued; and that Pacific did not give her enough time to pay her bill.

Pacific's North Hollywood office manager, Sue Langham (Langham), testified about office contacts made with Solomon and on Pacific's office procedure concerning customer contacts and payments. Langham's testimony explained (a) the derivation of bilings to Solomon; (b) the credits for received payments (\$10 on September 16, 1975 and \$10.10 on October 9, 1975); (c) that adjustments were made on September 17 to eliminate charges for wrong number calls, but that adjustments were not made where Solomon did not deny making the calls; (d) a \$7.50 credit reversing an

incorrect charge for a telephone cord billing; (e) a credit for service not received during the transition period between the disconnection of Solomon's old service and establishment of her new service; (f) a credit for the prebilled service charge for service not received due to the disconnection of Solomon's service; (g) an additional charge for a third party telephone call charged to Solomon's telephone; (h) application of Solomon's previous deposit towards payment of outstanding bills; and (i) the basis for requesting a \$130 deposit to reestablish credit and the basis for requiring a reconnection charge.

Langham testified that on August 18, 1975 arrangements had been entered into providing for a \$30 partial payment of Solomon's \$62.65 August 1975 bill on August 20 at Pacific's office, with the balance due on August 27, and that if payment was not made Solomon's service would be temporarily disconnected; and that a letter confirming this arrangement was sent to Solomon. A payment of \$32.65 was made on August 20 and a \$30 payment was made on September 3.

Langham testified that Solomon made no partial or time payment arrangements when she made a \$10 payment on September 16, or when she secured the above-mentioned bill adjustments on September 17, or when she sought adjustments of all one- and two-minute calls and of all Anaheim calls on October 9; that if a partial payment arrangement had been made there would be a notation on the office record; that no such notation was made; that there was no record of a confirming letter (which is usually sent out when partial payment arrangements have been made); that Pacific did not receive a partial payment of \$10 by a United States Postal Money Order dated September 28, 1975; that Pacific was unsuccessful in trying to call Solomon regarding payment of

her bill before service was discontinued; that Solomon did not take timely action to prevent discontinuance of her service; that on October 9 Solomon was advised that no further adjustments could be made and that her current \$25 deposit would be applied to her closing bill; and that Solomon said she would make a \$10.10 payment on that day and would pay the balance on her final bill and place an application for reestablishment of service.

The disputed \$83.34 September 5 bill includes a 22-cent credit from the prior bill; a \$12 monthly service charge which covers \$5.70 for one-party, flat-rate residential service; a touchtone, push-button telephone for \$1.60; a nonpublished number for 15 cents; and an optional residential plan for \$4.55 permitting toll-free extended area calling to certain areas; \$7.33 for message unit charges; \$55.48 for long distance charges from August 5 to September 4, 1975; \$5.34 for U.S. tax; and \$1.99 for local taxes. Most of the numbers called were called more than once during the billing period and many were called during other months.

Exhibit 15 contains Pacific's listings of two questioned numbers on Solomon's July billing and of 25 numbers on her August billing, together with the associated subscribers' names and locality.

Solomon wants additional subscriber information concerning numbers listed on her September 5, 1975 bill. It is not clear as to whether she requested such subscriber information prior to the discontinuance of her service.

Pacific adjusted the September 5, 1975 bill by eliminating long distance charges for a call to Las Vegas, a call to Santa Ana, for six multi-message unit calls made to a Norwalk exchange within a 13-minute period, and for three multi-message unit calls made to a Culver City exchange during a 10-minute period.

Solomon testified that she did not make the Norwalk calls and that many dialing errors occurred (e.g., transposing numbers) with her push-tone instrument. Langham advised Solomon to notify the operator when a dialing error occurred. Solomon testified that she was seeking certain information and was connected to telephone recordings rather than to a person who could answer her questions and that she did not think it reasonable that she be charged for such calls. Solomon sought to have Pacific waive billings for all one- and two-minute calls and for calls to the Anaheim exchange because they were information calls which should not be charged for.

In order to avoid the expense of hearings and to settle this formal complaint Pacific made offers to reconnect Solomon's service and to waive reconnection charges and the \$130 credit deposit if Solomon agreed to make \$20 payments on her past-due bills. Pacific withdrew this offer at the outset of the hearings due to Solomon's refusal to accept its offer. Solomon disputed Pacific's right to withdraw the offer.

Solomon's \$10.10 payment was machine-stamped at Pacific's office on October 9, 1975 on the back of a denial notice, an attention-getting red and white billing notice dated September 23, 1975, stating in part: "Your payment hasn't arrived yet. Unless we receive payment for your telephone service within five days from the date of this notice, your phone will be subject to disconnection. If disconnection should become necessary, we will ask you for a deposit in addition to the full payment of the telephone charges before re-establishing service. So, won't you please send your payment today? If you have any questions, please call our Business Office."

Discussion

Our review of the evidence supports Pacific's contention that its billings (which have been adjusted to include the above-mentioned \$7.50 credit) and its actions in discontinuing service to Solomon and removing its instrument are authorized by its filed tariffs. It appears that Pacific considered Solomon's past partial payments and the magnitude of the September 5, 1975 bill in electing to require full payment prior to the next regular bill after the 15-day delinquency period. Solomon did not pay her bill within the five-day period called for after the September 23 mailing of the denial notice nor did she make arrangements for partial payments of her bill.

Pacific's furnishing of subscriber information is provided as a courtesy service; it is not required. Providing this information is a costly process. The record does not show if the 22-cent credit on Solomon's August 1975 bill was related to one of the 25 numbers for which subscriber information was requested. Telephone rates would have to be increased if Pacific had to furnish extensive lists of subscriber information as a regular practice.

Solomon presented no convincing evidence that any adjustment other than that made by Pacific was appropriate. She is responsible for all of Pacific's billings to her.

There is a dispute as to whether or not Solomon mailed a \$10 payment on September 28, 1975; whether Pacific agreed to accepting partial payments for the September 5, 1975 bill; or whether all of Pacific's billings were proper.

Solomon testified that she made a \$10 payment on September 28, 1975 and in support thereof included a customer's receipt portion of a United States Postal Service money order as a portion of Exhibit 1. A copy of this receipt is attached to this decision as Attachment A. The handwritten portions of the receipt, written in two colored inks, states: Pay to "T.C. 9/28/75". Purchased by "Wanda Solomon". For "P.T. Telephone Co." The "9" on the date was written in a dark ink covering what appears to be a "5" in light ink. "Telephone Co." is in dark ink. Solomon testified that "T.C. was her abbreviation for telephone company. The machine-printed issue date on the money order is "750528" (May 28, 1975).

Rule 1 of this Commission's Rules of Practice and Procedure is the Code of Ethics, which states: "Any person who signs a pleading or brief, enters an appearance at a hearing, or transacts business with the Commission, by such act represents that he is authorized to do so and agrees to comply with the laws of this State; to maintain the respect due to the Commission and its hearing officers; and never to mislead the Commission or its staff by an artifice or false statement of fact or law." (Emphasis added.)

Solomon's alteration of the May 28, 1975 money order receipt and her supporting testimony constitutes an attempt to mislead this Commission. In light of these acts we cannot accept the validity of her testimony on other points in contention.

Pacific's requirements for payment of back bills, of a \$130 deposit, and of a reconnection charge as a condition for reestablishment of Solomon's service are reasonable. The relief requested should be denied.

Findings

1. Pacific billed Solomon in accordance with its filed tariffs. Solomon owes Pacific \$89.71 for past service.
2. Pacific may demand a \$130 deposit and a reconnection charge of up to \$28 plus payment of the \$89.71 prior to restoring Solomon's service.
3. Solomon attempted to mislead this Commission as to payments made on her September 5, 1975 bill.

Conclusion

We conclude that the relief requested should be denied. ✓

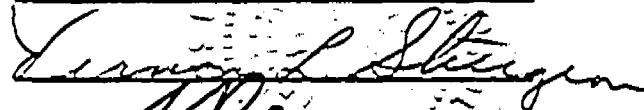

O R D E R

IT IS ORDERED that the relief requested is denied.

The effective date of this order shall be twenty days after the date hereof.


Dated at San Francisco, California, this 14
day of MAY, 1976.


President



Commissioners

Commissioner William Symons, Jr., being necessarily absent, did not participate in the disposition of this proceeding.

ATTACHMENT A

NOT NEGOTIABLE		CUSTOMER'S RECEIPT		NOT NEGOTIABLE	
18410249610		750528 916051		*10*00	
SERIAL NUMBER	YEAR MONTH DAY	POST OFFICE		DOLLARS AND CENTS AMOUNT OF ORIGINAL MONEY ORDER	
	PAY TO <i>L. C.</i>		<i>Not Negotiable</i>		
	<i>9/28/75</i>				
	PURCHASED BY <i>Wanda J. Johnson</i>				
FOR <i>P. T. Telephone Co</i>					

This receipt is your guarantee of a 100% refund if your money order is lost or stolen, provided you fill in the Pay To and Purchased By information on the money order in the space provided.

If your money order is lost or stolen, present this receipt and file a claim for a refund at your Post Office. Please allow 60 days before making a claim or inquiry.