

JUL 25 1988

Decision 88 07 060 JUL 22 1988**ORIGINAL**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

MATTHEW FRIEDMAN,

Complainant,

v.

GENERAL TELEPHONE COMPANY OF
CALIFORNIA,

Defendant.

(ECP)

Case 88-02-004

(Filed February 2, 1988)

Matthew Friedman, for himself, complainant.
Edward R. Duffy, for General Telephone Company
 of California, defendant.

OPINION

Complainant, Matthew Friedman requests an order from the Commission to order defendant, General Telephone Company of California (General) to restore telephone service to his Manhattan Beach residence. He also seeks a refund of \$99.75 held by the Commission pending resolution of his dispute with General and requests that his billing dispute with General be closed.

After notice a hearing was held before an administrative law judge under the expedited complaint procedure set forth in Rule 13.2 of the Commission's Rules of Practice and Procedure. The matter was submitted. Complainant testified on his own behalf. General cross-examined complainant and sponsored exhibits during its cross-examination of complainant. General called no witnesses to support the allegations in its answer to the complaint.

At issue is whether or not complainant is responsible for payment of a \$99.75 telephone bill for residential service in Rancho Mirage purportedly taken out by him and for a telephone bill of \$624.31 for business telephone service purportedly taken out by him for service to Friedman and Associates in Palm Springs.

General established the business and residential services on receipt of calls in which the caller(s) stated that the service was being taken out for Matthew Friedman and the caller(s) correctly supplied complainant's social security number, driver's license number, the name of his employer, and his Manhattan Beach residential phone number.

Complainant testified as follows:

1. He signed a rental agreement for an apartment in Manhattan Beach in August 1986. He was a General residential subscriber at that address and at other residences in Manhattan Beach since 1978.
2. In a telephone conversation, a General representative informed him that the company was holding him responsible for payment of a delinquent business telephone service bill of \$624.31 taken out under the name of Friedman and Associates for service in Palm Springs. He replied that he had signed no agreement for the service. The service was established without his knowledge or consent.
3. General also advised him that he was responsible for payment of delinquent residential service bill for the Rancho Mirage service; threatened to cut off his Manhattan Beach telephone service and did cut off that service when he did not pay the \$99.75. He deposited the amount of \$99.75 with the Commission to restore his Manhattan Beach service and filed the subject complaint.
4. He was shocked by General's threat to advise TRW (a credit rating organization) and to send the bill to a collection

agency. He threatened to sue General if a collection action was taken against him on the account.

5. He acknowledged the possibility that his father had established the service; if so his father had no authority to establish the service nor did General have the authority to establish the service in his name without his knowledge and consent. His father probably knew his social security and driver's license numbers (as well as his telephone number and his employer's name) which would be obtained by General to establish service.

6. His relationship with his father, a dentist, was strained. He communicated with his father indirectly through his sister in New York. He did not dispute that he received a call from the Palm Springs number and that calls were made to or from the same numbers from the three telephones listed in his name.

7. One of the customer record sheets produced by General (see Exhibit 4) shows that service to the Rancho Mirage residence was requested by Dr. Friedmn (sic); he would not refer to himself as a doctor.

8. Even though his relationship with his father was strained, complainant was unwilling: to take action against him as requested by General; to be involved in General's litigation against his father; to pay the bills and try and collect those amounts from his father.

9. A General representative indicated to him that he probably did not establish the services in dispute but General's position was to hold him responsible for payment of the bills on those accounts.

General contends that the identical subscriber information is contained in its records for the three accounts. Since complainant requested it to not take action against his father for the delinquent bills on the two services he was responsible for payment of those bills. General requests that the

Commission find that the complainant was responsible for payment on both of the delinquent services and to dismiss the complaint.

General's Tariff Rule 11 states in part:

"B. Former Service

"A customer's telephone service may be temporarily or permanently discontinued for nonpayment of a bill for the same class of service (residence or business) previously rendered at a location served by the Utility, provided such bill is not paid within fifteen days after presentation to the customer."

Based on General's assessment of complainant's responsibility for payment of the two bills and its Rule 11, it could discontinue complainant's residential service for nonpayment of the Rancho Mirage bill but it could not discontinue his service for nonpayment of the business service since it is a different class of service.

But the record does not disprove complainant's denial of responsibility for those services or demonstrate that he benefitted from establishment of those services. We cannot and will not attempt to compel complainant to take affirmative legal or collection actions against his father. Neither, however, will we constrain General from doing so despite complainant's wishes to the contrary. ✓

The occupant(s) of the residence in Rancho Mirage and of the business office in Palm Springs did benefit from establishment of the residential service in Rancho Mirage and of the business service in Palm Springs. If possible, General should establish who benefitted from those services and attempt to collect the amounts due for those services.

It would not be desirable to preclude General from establishing telephone service by telephone. But its present methodology is subject to abuse. General should explore further

procedures to confirm the identification of parties responsible for establishing service. One possible procedure would involve mailings by General of service application cards, containing the information furnished by telephone to subscribers for their signatures, at the addresses the services were established.

General advised the Commission that it reestablished service to complainant after a Commission Consumer Affairs Representative advised them that complainant had deposited \$99.75 with the Commission pending resolution of the complaint. This amount should be disbursed to complainant. Since General has restored service to complainant no further action on complainant's request for service restoration is necessary. General should cause the removal of any adverse credit information furnished to any credit rating organization and/or discontinue any collection efforts against complainant related to those disputed bills. It should not reinstitute any action against complainant relating to those bills unless, in another forum, it could establish complainant's complicity in fraudulently establishing the services in question or in fraudulently preventing General from collecting the amounts due it for telephone service for the accounts in question.

ORDER

IT IS ORDERED that the complaint is granted to the extent that:

- a. The \$99.75 impounded with the Commission in Case 88-02-004 shall be disbursed to complainant, Matthew Friedman, when this order becomes effective.
- b. Defendant, General Telephone Company of California, shall promptly reverse any adverse credit entries against complainant relating to the bills in dispute and/or

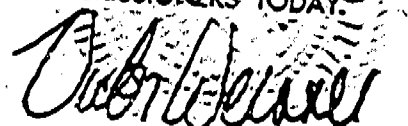
terminate any collection action against
complainant relating to this dispute.

This order becomes effective 30 days from today.

Dated JUL 22 1988, San Francisco, California.

STANLEY W. HULETT
President
DONALD VIAL
FREDERICK R. DUDA
G. MITCHELL WILK
JOHN B. OHANIAN
Commissioners

I CERTIFY THAT THIS DECISION
WAS APPROVED BY THE ABOVE
COMMISSIONERS TODAY.


Victor Weiss, Executive Director

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