

Decision 88 11 011 NOV 9 1988

**ORIGINAL**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

John B. Fraga and Kathryn L. Fraga,

Complainants,

vs.

Pacific Gas & Electric Company,

Defendant.

Mailed

NOV 10 1988

(ECP)  
Case 88-08-006  
(Filed August 4, 1988)

John B. Fraga, for himself, complainant;  
Mike Weaver and Cecil M. Shore, for Pacific Gas  
and Electric Company, defendant.

OPINION

This complaint which is being processed under the expedited complaint procedure (Rules of Practice and Procedure § 13.2) involves a bill guaranty in an amount not to exceed \$200 signed by John B. Fraga on June 12, 1988 and a notification by Pacific Gas and Electric Company (PG&E) to him that service will be terminated for the non-payment of \$92.57.

Public hearing was held on September 30, 1988 in Cloverdale before Administrative Law Judge O'Leary at which time the matter was submitted.

In March, 1987 Mr. Fraga, as conservator, rented property located at 430 N. Jefferson Street, Cloverdale, to Bill Hartman and a young woman who was with child. On June 12, 1987, Mr. Fraga learned that the young woman had left and that Mr. Hartman had taken in two young men to share the home at 430 N. Jefferson Street. Mr. Fraga also learned that PG&E was about to terminate

the service at 430 N. Jefferson Street because of non-payment of bills.

The same day, at the request of Mr. Hartman, Mr. Fraga accompanied Mr. Hartman to the Geyserville office of PG&E where complainant signed a bill guaranty so that the service would not be terminated. Mr. Fraga claims that he signed the bill guaranty under duress. He further claims that he was informed on Wednesday of the following week that the account had been transferred.

Mr. Fraga was relieved of his conservatorship of the property about August 1987.

Exhibit 2 is a statement of Mr. Hartman's account for the period April 6, 1987 to and including June 22, 1988. The exhibit discloses that at the time complainant signed the bill guaranty, Mr. Hartman owed a total of \$111.31 for service to June 4, 1987. On June 12, 1987, a payment on account of \$50.00 was made leaving a balance owing of \$61.31. An additional \$31.26 accrued for the period June 4, to June 22, 1987 leaving an outstanding amount of \$92.57. On June 22, 1987, Mr. Hartman's account was closed.

Exhibit 3 is a computer printout of Mr. Fraga's account for PG&E service at 438 N. Jefferson Street, Cloverdale. It discloses that the \$92.57 outstanding on Mr. Hartman's bill on June 22, 1987 was transferred to Mr. Fraga's account on November 24, 1987. PG&E is now threatening to shut off complainant's service if the Hartman account is not paid in full. Exhibit 3 shows that the amount now outstanding is \$60.65. A payment of \$31.92 received by PG&E on July 21, 1988 which duplicated a prior payment received on June 14, 1988 was credited to complainant's account and was used to reduce the balance of the amount transferred to \$60.65 (\$92.57 - \$31.92).

Mr. Fraga requests that he not be held responsible for the Hartman account. He also contends that the account at 438 N. Jefferson Street is not in his name but in the name of his wife Kathryn L. Fraga, and that she is convalescing for prospective

open heart surgery. PG&E's records disclose that the account is in the name of John B. Fraga.

The bill guaranty signed by Mr. Fraga provides in part: "The undersigned hereby authorizes Pacific Gas and Electric Company, at its election, to transfer any past due closing bill(s) limited to the amount of this guaranty for Applicant to any current or subsequent account of undersigned with Pacific Gas and Electric Company, and undersigned agrees that service under any of said accounts may be subject to disconnection if the bill is not paid."

It is unfortunate that Mr. Fraga is liable for a bill incurred by Mr. Hartman; however, in signing the bill guaranty, he became legally liable and the relief sought in the complaint must be denied. With respect to Mr. Fraga's claim that he signed the bill guaranty under duress, it appears that the only duress was the prospective discontinuance of service at 430 N. Jefferson in Cloverdale.

ORDER

IT IS ORDERED that the relief sought by complainants in Case 88-08-006 is denied.

This order becomes effective 30 days from today.

Dated NOV 9 1988, at 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 Weissert, Executive Director

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