

Decision 89-11-038 November 22, 1989

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

PEGGY GLENN (ALLSTATE INSURANCE),)

Complainant,)

vs.)

GTE CALIFORNIA INCORPORATED,)

Defendant.)

ORIGINAL

Case 89-06-017 ✓
(Filed June 15, 1989)

ORDER OF DISMISSAL

In this proceeding, Peggy Glenn (Allstate Insurance) complains that GTE California Incorporated (GTEC) is not abiding by its 1986 agreement to provide to inquiring callers her 714 local business telephone number and her 818 foreign exchange business telephone number, commonly called "or" listing service. Complainant requests that GTEC be ordered to comply with the agreement to give out both of these telephone numbers to callers in either area code requesting complainant's listing.

In its answer to the complaint, GTEC asserts that the 1986 agreement to give callers both of complainant's listings was with Pacific Bell (Pacific). GTEC agreed to provide both numbers in the local directories and to enter both numbers in the Pacific Bell/GTEC joint listing database which is used by Pacific's 714 operators.

Also, in its answer, GTEC moved to dismiss the complaint because it is legally insufficient. GTEC alleged that the complaint failed to show acts omitted by GTEC or laws, Commission rules or orders violated and that no injury was described as a result of the acts alleged.

Complainant responded that she needs written assurance that Pacific and GTEC would comply with their 1986 promise to

provide both listings to callers. Since 1986, although both telephone numbers are listed by GTEC in the local directory, both numbers are not given out by GTEC operators.

We denied defendant's motion to dismiss because the complaint alleges sufficient facts to advise the defendant and the Commission of the facts constituting the grounds of the complaint, the injury complained of, and the relief which is requested. Complainant alleges an agreement with GTEC which is not being honored. Defendant's breach of this agreement is causing clients not to be given complainant's local telephone number. Complainant requests that defendant be ordered to honor its agreement. These allegations meet the requirements of our Rules of Procedure, Rule 10.

Hearing was held on September 20, 1989 in Los Angeles before Administrative Law Judge (ALJ) Bennett. Complainant and three witnesses for defendant testified. Complainant testified to the same facts presented in her complaint and response to the motion to dismiss. In addition, complainant indicated she had dismissed a prior complaint in exchange for the agreement of GTEC, Pacific, and AT&T to provide "or" listing service. (C.86-02-031.)

Defendant's witnesses testified that it is within GTEC's discretion to provide "or" listing service. There is no charge for the service and it is not contained in GTEC's tariffs. GTEC offered this service prior to April 1987. However, the service was terminated after this date with no notice of termination to the subscribing customers.

In 1987, complainant's service was terminated without notice because a letter from Allstate did not indicate complainant was authorized to maintain two listings. Upon confirmation of this fact by Allstate, GTEC reinstated complainant's "or" service. However, complainant continued to experience periods in 1986-1988 when both listings were not given out by local operators.

Complainant discussed the problem with five GTEC representatives during this period.

GTEC offered the "or" service again in May 1989 in order to standardize GTEC's parent company offerings nationwide. Complainant has not experienced problems with GTEC's operators since June 1989. Complainant did not experience similar problems with Pacific's long distance operators.

After hearing this testimony, the assigned ALJ inquired if this complaint was moot since complainant was currently receiving the service she desired the Commission to order defendant to provide and there had been no recent problems with service. Complainant indicated she wanted to proceed to obtain written assurance that defendant would not deny the agreement in the future and would notify complainant if this service was terminated. ALJ Bennett called a recess to allow the parties to discuss settlement of the complaint.

After the recess, the parties indicated that an agreement had been reached. GTEC will provide complainant with a copy of the "or" listing service policy and procedures and will notify complainant if that policy changes in the future.

Before accepting the agreement, the ALJ made clear the Commission's concern that complainant be treated in the same manner as all other customers receiving this discretionary service, with the exception that as a result of this complaint, complainant will be notified if this service is to be discontinued in the future. Complainant is to receive the same reasonable level of service as other subscribing customers as long as GTEC offers the service.

Complainant indicated that no other matters were in dispute. Complainant withdrew her complaint based upon the agreement reached and recorded in the transcript of this proceeding.

Since a reasonable agreement has been reached which resolves the disputed matters in this complaint, we dismiss the complaint, without prejudice.

IT IS ORDERED that this complaint is dismissed, without prejudice.

This order becomes effective 30 days from today.

Dated NOV 22 1989, at San Francisco, California.

G. MITCHELL WILK
President
FREDERICK R. DJUDA
STANLEY W. HULETT
JOHN B. OHANIAN
PATRICIA M. ECKERT
Commissioners

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

Wesley Franklin

WESLEY FRANKLIN, Acting Executive Director

pb

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