

Decision 89 12 038 DEC 1 8 1989

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

U.S. Business Services, )  
 )  
 Complainant, )  
 )  
 vs. )  
 )  
 Pacific Bell, )  
 )  
 Defendant. )

**ORIGINAL**

Case 89-06-012  
(Filed June 13, 1989)

Matthew Epstein, for U.S. Business Services,  
 Inc., complainant.  
Bonnie B. Packer, Attorney at Law, for  
 Pacific Bell, defendant.

O P I N I O N

This decision addresses the complaint of U.S. Business Services (USBS) against Pacific Bell (PacBell) alleging improper billings in the amount of \$2,931.48. We deny the complaint, finding that PacBell properly billed USBS for remote call forwarding services.

USBS' Complaint

USBS' complaint seeks a refund from PacBell in the amount of \$2,931.48 "for services never received." It states that PacBell failed to inform USBS that one of its services would be offered at a higher rate after USBS moved to a new location. The complaint states USBS' bills rose from \$20 and \$30 per month to between \$400 and \$800 per month. USBS complained to PacBell about these increases and sought a credit for them. According to the complaint, PacBell delayed responding to USBS and then issued a credit of only 10% or \$316.69.

PacBell's Response

PacBell's response to the complaint states that USBS' billings were correct and that its bills increased for two reasons. First, when complainant moved to its new location, the rate for its remote call forwarding service increased because the distance between the complainants' lines increased. Second, complainant's bills rose in part due to much higher usage which occurred following its move.

PacBell states its account executives advised complainant on several occasions of more economic service options, but complainant declined to change service.

Discussion

A hearing was held in this complaint at which USBS presented one witness, Matthew Epstein, a vice president at USBS. PacBell presented three witnesses, all account representatives who had been previously assigned to USBS' account. The hearing was held to determine whether PacBell improperly billed USBS for remote call forwarding services, or failed to provide adequate service to USBS.

The testimony of the witnesses provides conclusive evidence that PacBell properly billed USBS for the subject services, and that PacBell provided reasonable service to USBS.

During the course of the hearing, USBS effectively stipulated that the bills which USBS disputes properly reflect the services provided to USBS at the proper rates. Although USBS does not challenge the accuracy of the billings, it does believe that PacBell should have informed it in advance that service in USBS' new location would be at higher rates.

PacBell probably should have volunteered information regarding the higher cost of USBS' remote call forwarding service in USBS' new service area. Its failure to do so, however, does not make it liable for USBS' higher bills. First, USBS does not even suggest that PacBell is required by Commission rule or utility

tariff to inform business customers of rate changes which may occur when a customer changes service areas.

Moreover, USBS is clearly a sophisticated consumer of telecommunications services. It therefore had some responsibility to inquire whether its call forwarding service rates would increase if it moved its offices further from the location of its Los Angeles telephone line from which calls were forwarded.

In any case, it appears that USBS had the most cost-effective service available to it during the six month period in question. Although USBS argued that PacBell should have offered it a foreign exchange service (FEX) before USBS moved to its new location, PacBell provided uncontroverted testimony that the service USBS had was the most cost-effective service available during the six-month period for which USBS seeks relief.

Overall, PacBell provided USBS with a reasonable level of service. It provided USBS with an analysis of service options on more than one occasion. In response to USBS' complaint, it also credited USBS 10% of the six months of billings.

USBS has not demonstrated that PacBell incorrectly billed USBS, violated any tariff or rule, or failed to provide USBS with adequate service. Accordingly, we will deny this complaint.

#### Findings of Fact

1. PacBell properly billed USBS for remote call forwarding services which are the subject of this complaint.
2. The billings which are the subject of this complaint are substantially higher than those experienced by USBS the year previous because call volumes are higher, and because USBS moved its business further away from the Los Angeles service from which its calls are forwarded.
3. PacBell provided adequate service to USBS with regard to the services which are the subject of this complaint.

Conclusion of Law

This complaint should be denied.

ORDER

IT IS ORDERED that this complaint is denied.

This order becomes effective 30 days from today.

Dated DEC 18 1989, at San Francisco, California.

G. MITCHELL WILK  
President  
FREDERICK R. DUDA  
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

*ds*