

Decision S4 01 C05

JAN 5 1984

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

RICHARD A. GIFFORD, Ed.D.,  
VIVIAN D. GIFFORD,

Complainants,

v.

PACIFIC GAS AND ELECTRIC COMPANY,

Defendant.

(ECP)

Case 83-07-02

(Filed July 15, 1983)

Richard A. Gifford, Ed.D., for Vivian D.  
Gifford and himself, complainants.  
Robert West and Bill Karbe, for  
defendant.

O P I N I O N

Richard A. Gifford, Ed.D., (Gifford) and Vivian D. Gifford complain against Pacific Gas and Electric Company (PG&E), alleging that the utility has adopted and pursued a course of conduct toward complainants in violation of its tariffs and of complainants' rights. Elements of the complaint as originally submitted on June 9, 1983 and as restated and filed on July 15, 1983 are as follows:

1. Meter readers in the employ of PG&E have repeatedly and continuously failed to read complainants' meter card, incorrectly read the meter card, or made false reports concerning readings of the card.

2. One meter reader made a false report concerning the conditions under which the meter was read. He later admitted to his superiors that he had lied. Still, PG&E insists on the honesty and accuracy of its employees.

3. The same meter reader gained illegal access to complainants' property while in the employ of defendant and, in the process, damaged the property. PG&E has always been aware of this financial loss of complainants, but has constantly refused to reimburse complainants by an adjustment on their account or otherwise.

4. As a result of meter readers' errors or lies with regard to the reading of complainants' meter card, PG&E sends bills to complainants which cover usage for more than one month, but PG&E does not properly spread the charges over the billing period. The method used by PG&E results in loss to complainants of a portion of their lifeline allowance.

5. When the meter readers' errors or lies result in a billing to complainants covering more than one month, PG&E continuously refuses to acknowledge that the two or more billing period amounts cannot be combined in demanding payment to prevent shutoff. To prevent shutoff, complainants state they should be only required to pay the bill for the usage of the month when the meter card was not read or read and lied about. The result of this practice is that complainants are forced to pay more to avoid shutoff than the tariffs require.

6. When PG&E granted complainants a credit, after all types of physical and emotional abuse to Gifford, it failed to apply the credit to the earlier billing period where it belonged, but issued a credit against the current billing. This resulted again in a higher amount being required of complainants to avoid shutoff than the tariffs require.

7. PG&E refused to figure a partial payment against the delinquent amount for which it was specifically tendered, but instead repeatedly stated that the payment would be applied against the current month's bill. Again, this practice results in improper shutoff notices being issued.

8. A PG&E employee telephoned complainants after business hours and made abusive charges and threats to Gifford.

9. Mrs. Gifford received an abusive and threatening telephone call regarding a 48-hour shutoff, although complainants had not received the preliminary 15-day notice required by tariff.

Complainants state that they cannot tolerate the continued harassment, threats, and abuse meted out by defendant's employees. They seek the following relief:

1. The Commission should establish a system of fines against PG&E to the effect that when they give a 48-hour shutoff notice without having given the required 15-day notice, or if the amount of the charge sought to be collected by shutoff enforcement is incorrect, PG&E should be fined the amount of the charge and the fine should be credited to the affected customer's account.

2. Order PG&E to hire honest and efficient meter readers in complainants' area.

3. Order PG&E to take proper action against the meter readers who have damaged complainants' property, falsely reported meter readings, and otherwise harmed and injured complainants.

4. Order PG&E to reimburse complainants for the damages and expenses incurred because of the meter readers' misconduct.

5. Order PG&E to treat its customers with common courtesy and respect.

6. Order PG&E to properly prorate the lifeline allowance when a billing covers two or more months.

7. Order PG&E to credit partial payments against the oldest due billing rather than the current billing.

8. Order PG&E not to telephone complainants at any time and to cease and desist from otherwise harassing complainants.

9. Grant treble damages to complainants, being three times the amount of \$141.46 they have on deposit with the Commission.

10. Levy an award of punitive damages against PG&E and in favor of complainants to prevent PG&E from being hard on complainants as a result of their filing of this complaint.

11. Order PG&E to pay complainants' costs and losses incurred because of defendant's refusal to act according to its tariffs.

In complainants' restated complaint, Gifford states that he understands that some of the relief sought may not be within the Commission's jurisdiction. In that event, he asks that a ruling be made by the Commission so that complainants may go to court against PG&E without PG&E raising a defense that the matter should be heard by the Commission.

The restated complaint also alleges that since the time of their original complaint on June 9, 1983, accompanied by check in the amount of \$141.46, PG&E has continued to threaten shutoff by telephone, by unscheduled and unannounced visits to complainants' home, and in person to Gifford when he calls at PG&E's Woodland office to discuss the account. Complainants seek an immediate order that PG&E not proceed with shutoff threats for the amount on deposit with the Commission.

The complaint was treated under the Expedited Complaint Procedure in Rule 13.2 of the Rules of Practice and Procedure and Public Utilities Code § 1702.1. A public hearing was held before Administrative Law Judge Wright in Woodland between the hours of 11 a.m. and 1 p.m., and the matter was submitted. Gifford testified on behalf of complainants and Robert West (West) and Bill Karbe (Karbe) testified on behalf of defendant.

At the hearing it was shown that complainants' deposit of \$141.46 with the Commission did not forestall PG&E's further collection action. In fact, a 15-day and a 48-hour notice were served upon complainants which resulted in their having to pay \$139.70 on July 15, 1983 to avoid shutoff. An explanation of this happening is required.

On June 9, 1983 when complainants first presented their complaint to the Docket Office, they owed PG&E \$171.79 of which only \$32.09 was current, being the billing for June 2, 1983; \$141.46 was the billing amount for the period ended April 21, 1983 which was almost 60 days delinquent on June 9, 1983. Gifford's complaint states that someone from the Docket Office telephoned to say that the staff would attempt an informal resolution of the complaint before filing it. Gifford states that on the same day a woman, representing herself to be in the employ of the Commission, telephoned him, insulted him and accused him of committing an illegal act. The complaint goes on to say that the woman threatened Gifford and told him that he would see just what power she had. (There is a note in the formal file from the supervisor in the Consumer Affairs Branch stating that Gifford said he would not resolve the matter informally and that she was wasting six weeks of Gifford's time.)

The complaint continues, stating that on June 24, 1983 a bulky package from the Commission arrived at the post office which serves Gifford. As it was plain that the package could only contain his complaint being returned to him despite the promise of the Docket Office person that it would be held and filed if informal resolution did not occur, Gifford declined to accept the mailing. Later, according to the complaint, a PG&E employee, attempting to shut off Gifford's power, told him the whole matter was being summarily rejected as being vague.

Gifford's complaint states that he knows the attempted return of his papers to him was the work of a vindictive Commission employee whose judgment is warped and prejudiced because a lowly citizen dared to challenge her wild accusations. Both her making of such accusations and her carrying out her threats to get even with people must be dealt with to protect the public and to preserve the required neutral position of the Commission and its employees, according to the complaint.

On July 15, 1983 complainants tendered a supplemental complaint and both the original complaint and its supplement were filed by the Docket Office. On July 18, 1983 a receipt was issued by the Cashier's Office for \$141.46. On July 18, 1983 the Docket Office returned a second check for \$141.46 which Gifford had sent in case the first check was lost.

Since by the end of June 1983 complainants' account with PG&E showed a delinquency of \$195.63 dating back to April 21, 1983, PG&E issued a 15-day notice of shutoff. Gifford continued to insist that the Commission held \$141.46 of his money. On July 12 or July 13, 1983 West states that he called the Commission's cashier and was informed that Gifford had no funds on deposit. PG&E reported this news to Gifford and requested that Gifford look into it. Gifford refused to do so as it was PG&E's responsibility alone, in Gifford's view.

As July 15, 1983 was the day scheduled for shutoff, Gifford went to the PG&E office in Woodland the day before and gave Karbe a photocopy of an unsigned check to PG&E for \$139.70 dated July 15, 1983 which Gifford said would be available in signed form next day. On July 15, 1983 complainants were not home, but left the PG&E check with their grocer nearby. A note on the Gifford's door stated that the check was at the grocers, where the PG&E employee retrieved it. However, the note also stated that it should be removed when read, which apparently was not done. Thus, Gifford complains that anyone walking by could see the note on the door and know that no one was home. Karbe apologized; Gifford refused to accept the apology.

Complainants state that their health is not good. Accordingly, they have requested that no one disturb them during the daytime. The PG&E meter reader's record shows "day sleeper" and "do not knock" in large letters. As noted above, they also do not want any telephone calls or personal calls after normal business hours. Further, a fence and gate separate their meter from the street, and

they have requested that no one enter the gate. To accommodate this situation, PG&E provided the Giffords with a replica card of the meter which they are to set each month and place in the window for the PG&E meter reader to see.

With respect to Element 1 of the complaint, the PG&E meter reader's record shows that on eight occasions in the last two years, the replica card was not posted in Gifford's window. Gifford insists that he did post the meter card in his window.

With respect to Elements 2 and 3 of the complaint, the record is unclear. However, it seems that on one occasion PG&E sent Gifford a billing when Gifford had not posted the meter card in his window. Upon inquiry by Gifford as to how PG&E could bill him so accurately without reading the meter card, a PG&E employee said the meter was actually read, but with a telescope. Gifford then proved that the meter could not be read by a telescope as it could not even be seen from the street. Further, Gifford showed that the latch on his gate was loose and accused the PG&E employee of entering his property to read the meter. The employee confessed to his superiors, according to Gifford, but Gifford was left to reset the screws in his gate latch himself without compensation from PG&E. Neither West nor Karbe had any knowledge of this incident. Gifford was unable to substantiate this complaint by giving any names, times, or dates; he made no claim of damages to PG&E at the time.

Elements 4, 5, 6, and 7 concern billing practices. West states that partial payments are always applied against the oldest bill, contrary to Gifford's assertion. Gifford's billing record shows this to be true. West also stated and showed by computation that Gifford's record of slow payment and missed meter readings have not cost him any part of his allotted lifetime allowance.

Elements 8 and 9 concern the continuous harassment alleged by complainants. An examination of Gifford's record of payment is helpful in considering whether PG&E is harassing complainants or

whether PG&E is contacting complainants simply to collect an overdue account and avoid shutoff. PG&E contends that it routinely has been required to give 15-day notices to complainants and frequently 48-hour notices are necessary.

Complainants' payment record shows that only once in the last 15 billings have the Giffords been current. The bill for the period ended October 1, 1982 was paid on December 9, 1982, 60 days after it was rendered. The bill for November 1, 1982 was paid on January 13, 1983, 70 days after it was rendered. The bill for December 2, 1982 was paid on April 21, 1983, 140 days after it was rendered. No bill could be rendered for January or February 1983, because the meter card was not posted, according to PG&E, benefiting complainants by extending further time to them. The bill for March 3, 1983 was not fully paid until June 2, 1983, 90 days after it was rendered. Complainant's delinquency is constant from October 1982 to the present time.

We think the objective evidence is overwhelming that the letters, notices, and telephone calls received by complainants from PG&E are accounted for as the direct result of complainants' failure to pay their PG&E bills in a timely fashion as required by the tariffs.

In fairness to the utility, we think that complainants should see if paying their bills on time might cause PG&E to discontinue the sending of notices and the telephone and personal calls to Gifford's residence.

We find that complainants have not provided sufficient evidence to support the allegations of their complaint and we will grant none of the relief requested.

As Gifford inquired as to his rights of appeal, we invite his attention to Rule 13.2(h) of the Commission's Rules of Practice and Procedure which states: "The parties shall have the right to file applications for rehearing pursuant to Section 1731 of the Public Utilities Code."



As complainants' account with PG&E shows a delinquency of \$94.47 as of September 1, 1983, we will disburse that sum to defendant and return the balance to complainants.

O R D E R

IT IS ORDERED that:

1. The relief requested is denied.
2. Complainant's deposit of \$141.46 shall be disbursed to defendant in the amount of \$94.47 and to complainants in the amount of \$46.99.

This order becomes effective 30 days from today.

Dated JAN 5 1984, at San Francisco, California.

LEONARD M. GRIMES, JR.  
President

VICTOR CALVO

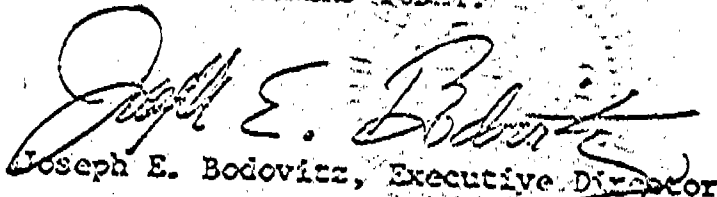
PRISCILLA C. GREW

DONALD VIAL

WILLIAM T. BAGLEY

Commissioners

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

  
Joseph E. Bodovitz, Executive Director