

ORIGINAL

Decision No. 86715

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

OAKY MILLER,

Complainant,

vs.

PACIFIC TELEPHONE & TELEGRAPH CO.,

Defendant.

Case No. 10092
(Filed April 30, 1976)

Oaky Miller, for himself, complainant.
Clay C. Burton, Attorney at Law, for
defendant.

O P I N I O N

Complainant Oaky Miller seeks an order requiring defendant The Pacific Telephone and Telegraph Company (Pacific) to rebate \$320.28, 50 percent of his telephone bills of \$640.57 for service at 8029 Blackburn Avenue in the city of Los Angeles, because of the poor quality of the telephone service provided him at that address.

A public hearing was held before Examiner Jerry Levander at Los Angeles on August 9, 1976 and the matter was submitted on that date. Complainant testified on his own behalf. Pacific's witnesses were a business office supervisor and a test board supervisor who work at the exchange serving complainant.

Complainant's Position

Complainant testified that:

- (1) He lived at 8029 Blackburn Avenue for approximately 14 months, from January 27, 1975 to April 6, 1976. During that time his family had terrible problems with their telephone service because of a noise problem.
- (2) People he spoke to on the telephone complained about static and poor connections in their conversations with him both verbally and in writing (see Exhibits 2 and 3).
- (3) There was a great deal of static on long distance and message unit calls. The intensity of the static varied. It was frequently quite severe.
- (4) He estimated that he had complained to Pacific 10 to 12 times.
- (5) He conducted much of his business through long distance and multi-message unit calls.
- (6) Many of his calls to eastern states were made in the early morning or early evening to take advantage of the lower rates then in effect. When static interfered with such calls, he preferred to repeat himself or to talk or shout over the static to avoid further delays by calling again or in asking for an adjustment and/or for operator assistance. Such delays could result in his not being able to make his calls at Pacific's lower rates.
- (7) He objected to Pacific's repairmen not showing up for their appointments with him and for Pacific's failure to be more specific as to what time in the morning or afternoon their repairman would come out.

- (8) A repairman replaced a dirty carbon on his service on January 28, 1976 which eliminated much of the louder static he had heard but that the static problem reoccurred. The repairman told him that the problem should have been detected when he moved into his home and that he should call Pacific's business office to complain and get an adjustment.
- (9) A Pacific representative discussed the problem with him and offered him a \$90 settlement (one-half of his long distance and message unit billings for six months).
- (10) He objected to the \$90 settlement because he wanted the adjustment to cover the entire period he received service at Blackburn Avenue and the dispute was left unresolved.
- (11) In a follow-up call Pacific decreased the adjustment to \$18 and Pacific's representative said that she had not or should not have offered to make a \$90 adjustment. Subsequently two other Pacific representatives called him about the adjustment, one of whom was extremely rude and accused him of trying to rip off Pacific.

Complainant attacked Pacific's credibility in the following particulars:

- (1) Pacific had supplied incorrect information to the Commission staff in an informal complaint because he had not given Pacific permission to observe (monitor) three calls to check out his service and Pacific subsequently admitted^{1/} it monitored only one call.

^{1/} Pacific admits that its answer to the Commission in an informal complaint was in error as to the number of calls observed.

- (2) Pacific had destroyed its line card (a master record) which described all service trouble contacts with him, or had lost trouble tickets.
- (3) He could not get a fair settlement from Pacific when a Pacific supervisor accused him of attempting a rip-off.

Pacific's Position

Pacific's business office supervisor testified that:

- (1) After verification of complainant's request for an adjustment with the repairman who replaced the dirty carbons on complainant's service, Pacific had made an \$18 adjustment, 10 percent of \$180, the total message unit charges for the past six months.
- (2) One of the six monthly bills was lost and charges on that bill were not included in making the adjustment and that an additional \$3 adjustment had been credited^{2/} to complainant's account. This \$3 omission was discovered when preparing for the hearing on this complaint.
- (3) A larger adjustment was not made because complainant's bills indicated that complainant was making many long distance calls for ten minutes or longer and Pacific believed that complainant was obtaining quality transmission on many of these calls. Complainant had not requested any adjustments on his calls from January 1975, at the time his service was installed, until January 28, 1976.
- (4) A business office check with its repair section revealed that complainant had reported static on only two occasions during the past year.
- (5) Complainant was asked to state the amount of the adjustment he was seeking. During the conversation many different dollar figures were mentioned, possibly including a \$90 adjustment.

^{2/} The adjustment was to appear on complainant's next bill.

- (6) No offer of a \$90 adjustment was made to complainant.
- (7) On February 26, 1976 complainant spoke to Pacific's district manager and stated that he had been experiencing trouble for thirteen months and wanted an adjustment of \$180 which was 100 percent of the total message unit charges for the last six months and complainant concluded that conversation by saying he would not accept an adjustment of less than \$120.
- (8) In processing an informal complaint Pacific failed to respond to complainant's request for an adjustment of \$5 for central office work furnished on January 15, 1976 and it was crediting complainant's forthcoming bill for the incorrect charge.
- (9) Pacific normally keeps billing records for six months but when an informal or formal complaint is filed, records are kept for a longer period of time.
- (10) Pacific normally does not make percentage adjustments to bills. Its usual adjustment is the deletion of charges for specific calls.
- (11) Her experience was that customers do not allow a static to occur on their service for a period of a year without contacting the business office before requesting an adjustment in their bill. When a customer called, Pacific would try to rectify the problem and the customer would ask for an immediate adjustment. If a customer was not satisfied, he would continue to call in.

A test board supervisor testified that:

- (1) His office was responsible for the maintenance and repair of complainant's line during the period in dispute. He was responsible for making sure that the trouble reports coming to Pacific's office were properly handled.
- (2) Pacific maintains a line card for each customer which indicates the customer's name, address, type of service, and equipment. The back of the card contains a chronological log of customer trouble reports by date, type of report, and disposition. Pacific destroyed the line card information on complainant's service from January 1975 to January 1976 because of a change in complainant's telephone number due to the installation of a new feature on complainant's telephone.
- (3) Line card notations are made from trouble tickets made for each trouble complaint.
- (4) Pacific keeps trouble tickets for any given telephone line for one year.

- (5) Complainant first reported static on July 30, 1975. Pacific checked and could not find any static.
- (6) On January 27 and 28, 1976 complainant reported static on all calls. Pacific replaced dirty carbons on the line and removed a disconnected wire. Pacific lost the trouble tickets on this complaint.
- (7) Complainant reported on March 19, 1976 that he could not hear on long distance calls, that he had no dial tone, and that he could not get incoming calls. Pacific repaired a tangled mounting cord.
- (8) No other static trouble was reported between March 1975 through April 1976.
- (9) He did not consider complainant's static problems serious or deserving of any further adjustment because complainant reported static only three times in one year and Pacific has made only one repair, to replace dirty carbons.
- (10) Pacific makes adjustments when customers experience static or cable trouble due to storm-induced outages or where there is a serious impediment caused by static for a period of 24 hours or more in accordance with its Rule No. 14.B. He interpreted Rule No. 14.B to mean that if severe static impaired service, during each of several calls made over a period of time, only the actual calling times rather than the period the problem existed should be considered in making an adjustment.
- (11) He felt that complainant's telephone instrument had been subjected to abuse beyond normal wear due to the unusual number and type of trouble reports involving a loose mounting cord, two instances of a malfunctioning dial, a burned mounting cord, a disconnected mounting cord, and of several calls when trouble was reported.

- (12) It takes an average of 24 minutes to advise a customer of what repair action had been or would be taken to correct a service problem.

Pacific contends that complainant has not demonstrated that Pacific violated its Rule No. 14.B. which requires it to make an adjustment to a customer's bill where his service has been interrupted for a period in excess of 24 hours as a result of events not within the control of the customer; that Pacific has shown it has responded reasonably and punctually to complainant's complaints; that when troubles were found they were corrected whether or not the troubles were the results of complainant's abuse of Pacific's equipment or were due to an equipment malfunction; that complainant has failed to carry his burden of proof to show that Pacific has failed to meet its obligations as a public utility to him as a customer; and that complainant is not entitled to a further refund.

Discussion

Pacific's bill adjustments of \$18 and \$3 represent an implicit recognition of the fact that service to complainant was deficient. We must resolve the reasonableness of those adjustments and what recognition should be given to Pacific's contention that many of the problems were caused by complainant's abuse of its equipment.

As to the latter point, Pacific drew our attention to its Rule No. 16, IV.C., "The customer will be held responsible for loss of or damage to any equipment or apparatus furnished by the Utility, unless such loss or damage is due to causes beyond his control." Pacific questioned complainant as to whether he paid damages to replace a burned 25-foot extension cord and a burned mounting cord.

Complainant testified that he paid all of his bills to Pacific and that the cord was burned by his wife accidentally pulling the phone cord over her kitchen stove. Pacific did not elect to make any charges for any claimed abuse of its equipment. Pacific did not even charge for the replacement of the 25-foot cord and the mounting cord as provided for in its tariffs.

Complainant's testimony that he persisted in making long distance calls in spite of static appears to be borne out by the billing for a 17-minute call on December 18, 1975.^{3/}

Exhibit 4, the Commission's letter to complainant dated May 13, 1976 in Informal Complaint MI 6570-T, states: "The utility's repair records show four trouble reports in the past twelve months..." and "...the utility claims that three separate calls were observed by the Chief Deskman," Pacific's Exhibit 7 shows there were 20 trouble reports for the period in question including several follow-up calls. Pacific admits that it monitored only one call. Two of the trouble reports listed on Informal Complaint MI 6570-T are not included in the tabulation of trouble history on complainant's service.

Complainant did experience excessive static which interfered with and prolonged the length of his multi-message unit and long distance calls. Exhibit 7 shows that complainant experienced static problems from July 30, 1975 through March 18, 1976.

^{3/} Exhibit 2, a letter to complainant dated December 19, 1975 states in part "...as we discussed during our telephone conversation on December 17 [sic]. (It was too bad that we had such a dreadful connection)...."

An adjustment of \$66 for Pacific's multi-message unit and long distance charges for service to complainant at 8029 Blackburn Avenue during this period is reasonable. The \$66 credit should be reduced by the \$21 already credited to complainant and by \$15 for the extension cord and mounting cord replacements made on November 26, 1975.

Pacific's handling of complainant's assertions of poor service prior to the filing of this complaint leaves much to be desired. Pacific should review its procedures for handling informal complaints so that it may furnish complete information to its customers and the Commission.

Findings

1. The quality of the telephone service to complainant at 8029 Blackburn Avenue in the city of Los Angeles was unsatisfactory from July 30, 1975 to March 18, 1976 due to excessive static.
2. Pacific has credited \$21 to complainant's account as an adjustment for the static problems experienced by complainant.
3. An adjustment of \$66 of Pacific's charges to complainant for multi-message unit and long distance calls made from his telephone at 8029 Blackburn Avenue, Los Angeles, from July 30, 1975 to March 18, 1976 should be made. Pacific should pay complainant \$30 which is the net of the \$66 adjustment reduced by \$21 for its prior adjustment and by \$15 for unbilled cord replacements.

The Commission concludes that the relief requested should be granted to the extent set forth in the order which follows.

ORDER

IT IS ORDERED that within thirty days after the effective date of this order The Pacific Telephone and Telegraph Company shall pay \$30 to Oaky Miller.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 7th day of DECEMBER, 1976.

[Signature]
 President

William J. [Signature]

[Signature]

[Signature]

Robert Bateman
 Commissioners