

FS/dr

ORIGINAL

Decision No. 90930 OCT 23 1979

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

C. TOOMEY (COTTONWOOD REALTY),)
)
 Complainant,)
)
 vs)
)
 PACIFIC TELEPHONE AND TELEGRAPH)
 COMPANY,)
 Defendant.)

Case No. 10702
(Filed December 11, 1978)

C. Toomey, for herself and Cottonwood Realty,
complainant.
Margaret deB. Brown, Attorney at Law, for
defendant.

O P I N I O N

The complaint is lengthy and describes a series of incidents starting in May of 1977. An Answer was filed on February 9, 1979. It alleges that complainant owed a total of \$476.93 in past-due telephone bills as of February 9, 1979; \$173.06 on 347-5511 (disconnected at complainant's request in October, 1978), \$238.30 for 347-5668; and \$65.57 for 347-4011. Complainant deposited the sum of \$171.18 with this Commission on December 14, 1978. A public hearing was scheduled and held on May 17, 1979, in San Francisco before Administrative Law Judge Edward G. Fraser.

Complainant testified that she first applied for telephone service in May of 1977 at her temporary residence, and that defendant's representative did not show on the date agreed upon and was late for the second appointment. When he did arrive, he advised that she would be required to provide the telephone pole to convey the

telephone line to her mobile home, which involved an extra charge of \$33.00. Defendant also imposed a \$5.60 mileage charge on her home telephone (347-5511) which has not been identified.

She started Cottonwood Realty in August, 1977, and to avoid delay, she took by supersedure the telephone number (347-4011) of the prior tenant. She testified that she asked for rotary service (numbers combined so if number called is busy, call is automatically transferred to second number) on the two telephone numbers identified and was told that it could not be done, although other tenants in the building already had the service.

In October 1977, complainant's residence telephone number (347-5511) was transferred to her office along with the number (347-4011) obtained from the prior tenant. She obtained a new residence telephone (347-5668) at this time. She testified and the complaint alleges that during the period she was having telephones installed, she found it impossible to obtain reliable customer service information. Each time she called there would be different information or a different interpretation of a quoted rule. Telephone installers were also late or never arrived (on one occasion), and this caused her a great deal of inconvenience in the conduct of her business. She testified that when the telephones were installed at her office, the workman started to drill holes through the side of the wall, until she showed him where the other circuits were brought in. The workman also refused to crawl into the attic to pull the wire through; he claimed he was not allowed by company rules to do it.

In March 1978, complainant's permanent home was in the last stage of construction. She testified that she called defendant to request that all wiring be installed for the telephone before the house framing was covered. She was advised by defendant's representative that wiring would have to be installed by a private contractor. After the wiring and construction were completed, she called defendant to have the phone installed and was told that the wiring she had could not be used. The telephone company thereupon installed its own wires and put the new telephone in the most inconvenient part of the house.

Complainant testified regarding three other incidents. In February of 1978, she was on a business trip to southern California and tried to call from Pasadena on her credit card. She was informed that her card was not valid; she then tried to charge her business phone for the call, but could not, because no one was in her office to answer the phone and accept the operator's call. After several calls to supervisors, she discovered that her credit card was invalid because no new cards were issued her after her telephone number was changed.

She testified that new telephone directories are usually received about the first of August; she did not receive hers in 1978 and called defendant's Redding office on August 2 or 3, 1978; she was advised they were being mailed. She inquired again on August 10, when she was told to come to the Redding office to get her copy. When she arrived at the Redding office, she was told she could not have the directory. Complainant indicated that she told the clerk she had three telephones and had never received a directory. The clerk became very rude, but finally handed her one book.

The last incident concerns the light on her key telephone set (No. 347-4011). She testified that the telephone was installed in October 1977 and the light did not work until it was repaired during mid-May 1978. On cross-examination, she advised that she reported the light was not working on numerous occasions, and although she reported it to defendant's local business representative the repair unit was not notified. When the light was finally fixed, she discovered that she was charged for it during the entire period it was not working.

She testified that the numerous calls and visits required before she could get service from defendant was time deducted from her business. She has paid all current telephone bills on time, but feels that some adjustment should be made as recompense for some of her past problems.

Defendant provided testimony from the customer operations manager in Redding and the local customer service manager. The latter was also a former installation supervisor. Their testimony revealed that complainant's mobile home was in an area (May 1977) that had no prior telephone service. It was therefore required that complainant provide her own service pole to carry the necessary telephone line. Her service was classified as suburban, or outside of the regular Cottonwood exchange, and a mileage charge had to be applied under defendant's tariff rules. This charge is no longer applicable, since the Cottonwood Exchange was expanded to include the area presently occupied by complainant's home. Telephone installation appointments are scheduled between 8:00 a.m. and 5:00 p.m. on weekdays. Workers come out of the Redding Service Center, about 20 miles from Cottonwood, and all customers are usually warned that workers may be late if delayed on a previous job. It is likely that the installer arrived late for the second appointment as alleged by complainant, but he was probably delayed for some reason on one of his earlier jobs. Customer installation records and complaints are usually retained for only six months; defendant's records for this period have been destroyed.

When complainant started Cottonwood Realty, she was advised that the two telephone numbers assigned to her were not equipped for rotary service. It was suggested that she accept two new telephone numbers from a number group qualified to handle rotary service. By her choice the existing numbers were never changed and it has not been possible to provide the new service requested. The customer operations manager testified he investigated the complaint that Mrs. Toomey had received unreliable information and different quotes on service in October 1977. He found the complainant called the local business office and the marketing department with many questions. Three service options were explained along with the rates charged and advantages of each installation. The customer service manager investigated the complaint regarding the installation of service at Cottonwood Realty during October of 1977. The installer told him that it was not possible to run the wire under the floor, or in other places

normally provided. Workmen have also been instructed not to crawl in unlighted attics, for safety reasons. He investigated the allegation that complainant had been told to wire her home by a private contractor (March 1978), only to subsequently have the wiring not used by the telephone company. The installation foreman visited the premises and found the wire in place could not be used. Among other defects, it was stapled down, which made it inconvenient to handle. He tried to contact Mrs. Toomey to provide a further explanation, but she was not available; the foreman then met the installer at the Toomey residence and the instrument was placed with the wire concealed, as requested by the customer. It was noted that representatives of the telephone company tried to reach Mrs. Toomey on several occasions without success. At this time, defendant was not pre-wiring homes. Customers who inquired were advised to have conduits installed to take the wire, before the house was completed; or to have pull wires installed, so telephone wire could be attached to the loose wire and pulled through wherever it was supposed to go. He testified that ordinarily contractors were familiar with this procedure and most had practical experience properly installing the conduits or wires.

The customer operations manager testified regarding Mrs. Toomey's credit card call in February of 1978. Defendant's records indicate that a third number call from Pasadena to Pomona was billed to (916) 347-5668 on January 23, 1978. Credit cards were issued on all three of complainant's telephone numbers (347-5668, 347-4011, and 347-5511) on January 24 and 25, 1978. No further information is provided and it is difficult to determine what did happen more than a year ago.

The complaint regarding failure to receive a 1978 telephone directory was also checked. Defendant's directories are delivered by an independent contractor. The record indicates that delivery in the Cottonwood area extends from August 2 through August 10. If customers call the office for a copy during the delivery period,

they are asked to wait until after all deliveries are completed, then if they have not received a copy to call at one of defendant's local offices. If complainant requested her copy at the office during the period deliveries were still being made, she may have encountered some reluctance from local clerks.

He investigated the complaint that the light on telephone number 347-4011 was inoperative from October 1977 - when installed - to mid-May of 1978. Defendant's records show that the telephone was reported out of order at 1:30 p.m. on May 19, 1978. A workman was dispatched and the instrument was back in operation by 5:30 p.m. of the same day. The trouble was a missing or defective jumper cable. No adjustment was made on the bill because there was no notice of defective service until May 19, 1978. Defendant's "Trouble Ticket", which described the work to be performed and its completion, was placed in evidence as Exhibit 2. The witness stated that defendant is willing to make an adjustment for the defective telephone light, based on complainant's testimony that it never worked. The adjustment would be \$5.20 per month for the period from October 1977 through May of 1978, a period of eight months (\$41.60). Defendant placed Exhibit 1 in evidence, which shows that on the date of hearing (May 17, 1979) complainant owed \$84.31 on telephone account 347-5668; \$264.94 on 347-4011; and \$146.26 on 347-5511; a total of \$495.51.

Discussion

We are of the opinion the complainant should receive reparation with respect to the key telephone service light for the eight-month period it was inoperative. The \$5.20 per month charge over that period totals \$41.60.

The other instances, described above, reflect a series of misunderstandings, and unfortunate occurrences, but no violation or misapplication of tariff rules for which reparation can be awarded.

Findings of Fact

1. Complainant was required by applicable tariff provisions to provide a telephone pole and pay a mileage charge, when she had telephone service extended to a remote area not previously served.
2. Complainant's business telephone numbers were not designed to provide rotary service and she refused to accept other numbers from a block equipped to perform this function.
3. Complainant has not been unreasonably inconvenienced considering she resides in a remote area, 20 miles or more from defendant's repair and office facilities.
4. For a period of eight months from October 1977 through May 1978, the light on complainant's telephone was inoperative. By reason of such defective service, complainant is entitled to a credit on her telephone bill of \$5.20 per month for eight months, or a total of \$41.60.
5. The amount of \$171.18 which has been deposited with this Commission should be paid to defendant and credited to complainant's account for telephone service.

Conclusion of Law

Complainant owes defendant the sum of \$495.51, less \$171.18 on deposit with the Commission which should be paid to defendant and a further credit of \$41.60, leaving \$282.73 as the sum to be paid to defendant by the complainant.

O R D E R

IT IS ORDERED that:

1. Within ten days after the effective date of this order, The Pacific Telephone and Telegraph Company (Pacific) shall credit the sum of \$41.60 to complainant's account as an adjustment to telephone service No. 347-4011, for the period between October 1977 and May 19, 1978.
2. Deposits by complainant in the sum of \$171.18 and any other sums deposited with the Commission by complainant with respect to this complaint shall be disbursed to Pacific.

3. All other relief requested in the complaint is denied.

The effective date of this order shall be thirty days from the date hereof.

Dated OCT 23 1979, at San Francisco, California.

Commissioner Vernon L. Sturgeon, being necessarily absent, did not participate in the disposition of this proceeding.

John E. Boyer
President

Richard D. Hoyle

Charles T. Hedrick

Thomas J. [unclear]
Commissioners