



**FILED**

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BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA

Maria V. Lawrence,

Complainant

vs.

Pacific Gas and Electric Company (U39M)

Defendant

CASE ( C ) 10-02-026

(Filed February 25, 2010, Reclassified May 25,  
2010)

AMENDMENT TO COMPLAINT

Maria V. Lawrence  
138 Virginia Court, Alamo, Ca 94507  
Tel. 925/820-3400  
e-mail: [olympusfinancial@hotmail.com](mailto:olympusfinancial@hotmail.com)

Pursuant to Rule 1.12, Complainant Maria Lawrence requests, and hereby submits an amendment to the above mentioned Complaint for adjudication.

## **ITEM (F) 2 Details of Complaint**

### **A. P G & E CONTRACT TERMS AND ITIMIZED PAYMENTS**

P G & E contends that the CPUC dictates contract terms and that “P G & E does not have the authority to alter or modify Form 62-4527 without CPUC approval.”

Complainant contends that she is a consumer and should not be required to indemnify P G & E. She requested that P G & E delete it from the contract.

P G E & refused, stating that the CPUC prevented them from deleting terms.

#### **1. Item #2**

“Applicant shall indemnify and hold harmless P G & E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of P G & E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of P G & E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of P G & E, its officers, agents and employees. Applicant will, on P & E’s request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by P G & E in enforcing this indemnity, including reasonable attorneys’ fees.”

Complainant strongly objects to this indemnity clause (including but not limited to) on the following grounds:

1. Unforeseen and incalculable risk that may cause her to loose her home because she has absolutely no control or able to exercise discretion to enter into litigation, “on P & E’s request, defend any suit asserting a claim covered by this indemnity.”
2. She does not have the financial resources to “pay all costs that may be incurred by P G & E in enforcing this indemnity, including reasonable attorneys’ fees.”

3. She had additional burden of proof to first prove “active negligence or willful misconduct of P G & E, its officers, agents and employees”
4. P G & E has denied Complainants’ the right to seek restitution for any damage they caused because she is required to defend P G & E.
5. She does not supervise or manage the work of P G & E employees.
6. She does not indemnify any contractors that work on the project on per property (plumber, carpenter, electrician, etc.) and should not be required to indemnify P G & E an entity that can cause the most serious damage and liability.

**2. Itemized Payment on the contract for Electric service line:**

A. Trench Permits & land Rights                      \$132.01

P G & E contends that this is a valid charge and relates to labor performed by P G & E’s Land Department for work performed.

Complainant contends that she should not be paying P G & E for Trench Permits & Land Rights because there are no trench permits obtained by P G & E; that the electric work is on her property and under the contract, she performed the trenching.

B. ITCC Income tax Component Contribution @34.0%    \$2,313.97

P G & E contends that “All contributions in Aide of Construction made to P G & E must include a charge to cover P G & E’s estimated liability for Federal and State Income Tax. P G & E is authorized by the CPUC to collect these charges under Gas Preliminary Statement P and Electric Preliminary Statement J”

Complainant contends that she is a consumer and should not be paying ITCC, Aid of Construction; that consumers do not pay 34.0% tax, \$2,313.97 to any entity or on any service.

## **B ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT BY P G & E, ITS OFFICERS, AGENTS AND EMPLOYEES**

1. Placing electric lines across the property, on the ground 150+ feet for more than one year, August 24, 2009 to September 27, 2010. Caused impaired use of garage and obstructed clear access. Complainant had to drive over the electric lines each day for more than a year in order to get car out of garage.
2. Leaving exposed active gas lines at 2 locations with 4 X 4 foot bellhole, for more than 2 months, July 7, 2010 to September 28, 2010. Complainant was not able to access and use her garage. Car was parked in street.
3. Leaving an active gas line, not terminated at meter or main for more than 2 months.
4. Not completing the new gas line installation on July 7, 2010 per contract.  
Requiring re-trenching on September 29, 2010 to complete the work.
5. Caused hazard for children in neighborhood with trenches and 2 4 X 4 foot bellholes.
6. Turning off gas service for more than a month August 24, 2009 to October 1, 2009.
7. Turning off electric service remotely without any notice, using Smart Meter, May 26, 2010.
8. Turning off gas service for three days, July 7 to July 9, 2010.
9. Violating the Partial Settlement Agreement, Attachment 1 of the engineered specifications for size of electric splice box at location 2 in the middle of driveway, by installing a box 19" X 30" instead of the 13" X 18" as specified in Attachment 1.
9. Modifying the contract for the engineered specification of size for both the EFV and electric splice box at location 2 without prior notice or new contract.
10. Poor, sloppy work, requiring Comcast to make adjustment to their service.

## **C. VIOLATION OF SETTLEMENT AGREEMENT AND CONTRACT**

P G & E violated Partial Settlement Agreement Attachment 1 and modified contract, for

engineering specification which they created, by placing a larger splice box 19" X 30" instead of 13" X 18" in location 2, center of driveway.

#### **D. MEDIATION AND PARTIAL SETTLEMENT AGREEMENT TO CORRECT HAZARD CONDITIONS CREATED BY P G & E**

A. After more than one year, August 24, 2009 to September 27, 2010, Mediation was required before P G & E corrected a hazard condition, and removed the 150+ feet of electric lines they placed diagonally across the property, on the ground, and put the electric service line into the trench Complainant re-dug in August 2009.

B. After more than two months, July 7, 2010 to September 27, 2010, Mediation was necessary before P G & E corrected a hazard condition they created by leaving the active gas service lines exposed at 2 location, with 4 X 4 foot bellhole.

C. After more than two months, July 7, 2010 to September 27, 2010, Mediation was necessary for P G & E to complete the terms of the contract and install an EFV near the main where they installed the new gas service line.

#### **(F) 2 DETAILS**

P G & E designed the relocation of the gas and electric service lines to start at different locations with separate trenches. P G & E insisted that the gas service line be place in the middle of the driveway. There is no logical, reasonable, rational reason that the gas line should be place in that location because there is dirt on both sides of the driveway, north and south. Complainant objected but P G & E refused to modify their engineered specifications.

On June 21, 2010 I trenched and removed part of the driveway and excavated a 4 X 4 foot bellhole adjacent to the street for the new gas service line. This obstructed accesses to the garage and I was not able to enter the driveway. I had to park my car in the street.

On July 7, 2010 the gas service line was placed in this location but the work was not completed.

On September 27, 2010 the 4 X 4 foot bellhole had to be re-excavated in order for P G & E to complete the work stipulated in the contract.

### **(G) 3 (2) ISSUES TO BE CONSIDERED**

1. Contracts P G & E demands that consumers sign
  - A. Indemnity clause
  - B. Itemized costs
  - C. Violation of standard contract procedures
2. P G & E active negligence and willful misconduct
3. PUE easements/right of way
4. Additional costs incurred by Complainant from filing of Complaint on February 25, 2010
5. P G & E turning off electric services remotely using smart meter without notice or cause.

### **ITEM (H)**

WHEREFORE Complainant respectfully prays for relief to include the following:

1. P G & E to design and install gas and electric service extension to home and garage/workshop, with single meter (for each service) as required by Contra Costa County at no cost to Complainant.
2. P G & E to reimburse additional costs incurred by Complainant since filing CPUC complaint on February 25, 2010 including:
  - A. Trenching in the middle of the driveway
  - B. Replace the driveway after services lines are removed
  - C. Any remedial work required by Contra Costa County Inspection on foundation since last inspection in August 2009.

- D. Payments made by Applicant to P G & E per contract
  - E. P G & E's Applicant required materials per contract and additional items on listed including rope and cap
  - F. Contractors time for inspection canceled by P G & E without notice (July 19, 2010)
  - G. Cost of moving equipment to job site numerous times by contractor.
  - H. Contractors time to obtain additional parts not on the materials list (July 28, 2010)
3. Additional costs caused by P G & E delay
- A. Increase in construction costs for labor and materials since 2005.
  - B. Loss of revenue since 2005
4. That Smart Meters be removed from the residence because P G & E has turned off service without prior notice or cause.
5. The Commission require P G & E remove the indemnity clause from all contracts with consumers.
6. Commission rule that P G & E may not turn off consumer utility services for more than a maximum of 24 hours unless imminent danger exists.
7. That the Commission provide such other relief at it deems appropriate.

Respectfully submitted, October 1, 2010

/s/ MARIA V. LAWRENCE, Complainant  
Maria V. Lawrence  
138 Virginia Court, Alamo, Ca 94507  
Tel. 925/820-3400  
e-mail: [olympusfinancial@hotmail.com](mailto:olympusfinancial@hotmail.com)

VERIFICATION

I, Maria Lawrence, am the Complainant in the referenced matter.

The statements in the foregoing Complaint are true of my own knowledge, except as to matters which are herein stated upon information or belief; and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 1, 2010 at Danville, California

/s/ MARIA V. LAWRENCE, COMPLAINANT  
Maria V. Lawrence

CERTIFICATE OF SERVICE

I, Maria V. Lawrence have provided notification of filing to the Email addresses below by providing a link to the electronic copy of the filed document to be served electronically upon the service list for this proceeding.

October 1, 2010, at Danville, California

/s/ MARIA V. LAWRENCE  
Maria V. Lawrence

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CALIF PUBLIC UTILITIES COMMISSION

DIVISION OF ADMINISTRATIVE LAW JUDGES