

Decision \_\_\_\_\_

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Daniel Dellepiane,

Complainant

vs.

Southern California Edison Company  
(U338E),

Defendant.

(ECP)

Case 14-08-004

(Filed August 4, 2014)

Daniel Dellepiane, for himself, Complainant.  
Prabha Cadambi and Vanessa Kirkwood for  
Southern California Edison Company, Defendant.

**DECISION DENYING RELIEF  
AND DISMISSING COMPLAINT**

**Summary**

Complainant, Daniel Dellepiane, requests to be relieved of a closing bill transfer of \$1,024.30 that has been applied by the Defendant, Southern California Edison Company (SCE), to his current active account at 1897 Ridgeway Lane in Simi Valley, California. The bill transfer is from 2376 Brower Street in Simi Valley. Mr. Dellepiane also seeks a refund of \$498.00 that he paid to the Defendant to have his electrical service restored; a payment of \$250.00 to cover the cost of food that spoiled when Defendant suspended his electrical service; and finally a payment for the stress that the Defendant has caused him. SCE

maintains that the transfer of the closing bill from Mr. Dellepiane's Brower Street account to his current account was appropriate and that SCE has complied with all applicable rules, laws and tariffs in servicing Complainant's account and suspending his electrical service. We conclude that the Complainant's explanation of the facts, circumstances and events surrounding his accounts is not credible and that he has failed to demonstrate that SCE has violated any applicable Commission rule, law or mandated tariff. The request for relief is denied and the complaint is dismissed.

### **1. Complainant's Contention**

The Complainant resides at 1897 Ridegate Lane (Ridgegate) in Simi Valley, California. Mr. Dellepiane states that he has lived at that address since 2012. Mr. Dellepiane indicates that from 2007-2008 he resided at 2376 Brower Street in Simi Valley (Brower Street) and that the SCE account at the address was under his name for a limited time. Mr. Dellepiane claims that after 2008 he no longer resided at the Brower street address and that the account was placed under the name of his mother, Gigi Feria. Mr. Dellepiane indicates that his mother and five other relatives lived at the Brower Street home until they were evicted in November 2013.

Mr. Dellepiane asserts that after his mother was evicted from the Brower Street home, SCE placed her closing electricity bill balance on his account. He also states that SCE subsequently suspended his electricity until he paid the past due balance of \$498.00. Mr. Dellepiane claims that during the time his service was suspended at least \$250.00 worth of food spoiled in his refrigerator because his power was shutoff. He also asserts that SCE should

compensate him for the “stress they have caused.”<sup>1</sup> Mr. Dellepiane claims that he has provided SCE proof that he did not reside at and is not responsible for the closing bill at the Brower Street address.

## **2. Defendant’s Contention**

SCE contends that the Complainant is responsible for the past due balance from the Brower Street account that was transferred to his account. SCE states that the Brower Street account was under Mr. Dellepiane’s name when the charges in question were incurred. SCE contends that the Complainant’s name was on the account on Brower Street from October 30, 2009 until it was closed on April 19, 2010.<sup>2</sup> SCE asserts that between February 11, 2010 and March 2, 2010 Complainant wrote at least 8 checks for the electric bill at the Brower Street address. These checks were often in excess of the then-current bill. SCE contends that after knowingly writing a check in excess of the current account balance Mr. Dellepiane would request a refund of the overpayment. SCE cites as an example that on February 19, 2010 Complainant had an account balance of \$495.05. On that day he made an online check payment of \$495.05 bringing the account balance to zero. On February 22, 2010 Mr. Dellepiane made an on-line check payment of \$400.00 bringing the balance owed on the account to negative \$400.00. On February 23, 2010 he requested and was granted a refund of \$400.00. On February 24, 2010, Complainant’s check for \$400.00 was returned for insufficient funds. As previously stated, SCE contends that this pattern was repeated at least eight times over a two-month period and the Complainant

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<sup>1</sup> Dellepiane Complaint at 6, § H.

<sup>2</sup> SCE Answer to Complaint at 4 and 5.

obtained at least five unwarranted refunds totaling over \$1,500.00.<sup>3</sup> SCE asserts that when Mr. Dellepiane closed the Brower Street account on April 19, 2010 there was an outstanding balance of \$2,174.88.<sup>4</sup>

SCE states that electricity service at the Brower Street address was established by Mr. Dellepiane's mother, Gigi Feria, on June 11, 2010. SCE asserts that Ms. Feria identified the Complainant as her son and advised SCE that Mr. Dellepiane was authorized to conduct business on her behalf with SCE. SCE states that Ms. Feria's Brower Street account was closed on November 25, 2013 with an outstanding balance of \$1,416.26.

SCE states that on August 29, 2012 Ms. Feria established electricity service at the Ridgeway address. On February 10, 2014, the outstanding balance on Ms. Feria's Brower Street account (\$1,416.26) was transferred to her active Ridgeway account. SCE contends that on February 11, 2014 Ms. Feria made a payment of \$2,000.00 to her Ridgeway account. On February 12, 2014 Ms. Feria closed her Ridgeway account. On February 14, 2014, Ms. Feria's \$2,000.00 check was returned for insufficient funds.<sup>5</sup>

SCE contends that the Complainant established service under his name on February 12, 2014 at the Ridgeway address. SCE states that when Mr. Dellepiane established service under his name at the Ridgeway address his remaining past due balance from the Brower Street address, in the amount of \$1,204.30, was transferred to his Ridgeway account.<sup>6</sup>

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<sup>3</sup> *Id.* at 2-4.

<sup>4</sup> *Id.* at 4.

<sup>5</sup> SCE Answer to Complaint at 4.

<sup>6</sup> *Id.*

SCE asserts that, when the Complainant denied he was responsible for the Brower Street charges, it asked Mr. Dellepiane to provide proof that he did not reside at the Brower Street address from October 30, 2009 to August 24, 2013. SCE asserts that in response, Mr. Dellepiane provided a copy of his California Driver's License. SCE contends that the address on the Complainant's Driver's License was not a residence but was instead a business that provides mailbox services.<sup>7</sup> SCE states that Mr. Dellepiane also provided a rental agreement for the Ridgeway address dated August 25, 2013. SCE contends that the Complainant has not provided any documented proof that he did not reside at the Brower Street address from October 30, 2009 to August 24, 2013.<sup>8</sup>

SCE asserts that in conformance with its Commission approved Rule 3 D, it can hold the Complainant jointly and severally liable for the outstanding past due balance for service at the Brower Street address for the period October 30, 2009 to November 25, 2013. Rule 3 D provides in part: Where two or more persons join in one application or contract for electric service they shall be jointly and severally liable thereunder...Whether or not SCE obtained a joint application, where two or more persons occupy the same premises, they shall be held jointly and severally liable for bills for electric energy supplied.<sup>9</sup>

### **3. Discussion**

This proceeding involves a convoluted interplay between the accounts of the Complainant, his Mother (Ms. Feria) and two different addresses. At the hearing held in this matter on September 22, 2014, Mr. Dellepiane argued that he

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<sup>7</sup> *Id.* at 6.

<sup>8</sup> SCE Answer to Complaint at 6.

<sup>9</sup> *Id.* at 5 citing SCE Rule 3 D.

opened the account at the Brower Street address in 2009 because Ms. Feria was not able to obtain credit approval from SCE under her name. He went on to claim that despite the fact that Brower Street account was under his name it was Ms. Feria that had always been “responsible” for the account. As to the Ridgeway account Mr. Dellepiane asserted that it was his address when Ms. Feria opened an account in August 2012. Mr. Dellepiane asserts that Ms. Feria opened the account at the Ridgeway address on his behalf because he could not obtain credit approval from SCE at the time.

Mr. Dellepiane asserts that he should not be held responsible for the past due charges at the Brower Street address because the charges in question were his mother’s responsibility not his. Mr. Dellepiane’s argument does not explain the two-month period between February and March 2010 in which he engaged in what appears to be a form of “check fraud/kiting.” (Retail-based kiting involves the use of a party other than a bank to unknowingly provide temporary funds to an account holder lacking funds needed for check to clear.)<sup>10</sup> SCE has provided documentation that Mr. Dellepiane wrote at least eight checks that were returned for insufficient funds and obtained at least five unwarranted refunds from SCE totaling over \$1,500.00. SCE has asserted that when Mr. Dellepiane closed the Brower Street account on April 19, 2010 there was an outstanding balance of \$2,174.88. SCE states that when Mr. Dellepiane established service under his name at the Ridgeway address his remaining past due balance from the Brower Street address, in the amount of \$1,204.30, was

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<sup>10</sup> Wikipedia, “Check Kiting.”

transferred to his Ridgeway account. We conclude that Mr. Dellepiane is clearly responsible for the past due balance on the SCE account at the Brower Street address incurred when that account was under his name and when he made several payments with insufficient funds.

Mr. Dellepiane has asserted that his mother, Ms. Feria, established electricity service on his behalf at the Ridgeway address. SCE contends that this service was established in late August 2012. We will accept that this was when Mr. Dellepiane began residing at the Ridgeway address. We will hold Mr. Dellepiane responsible for the entire amount of the past due charges for the Brower Street account when that account was under his name. We will also hold the Complainant jointly and severally responsible, along with Ms. Feria, for all other charges at the Brower Street address up to and including September 1, 2012. In addition, Mr. Dellepiane is responsible for any and all current and past due charges incurred at the Ridgeway address from and including September 1, 2012 to the present.

The testimony, evidence and applicable tariffs all support SCE's contention that it has acted properly in this matter. Complainant has not demonstrated SCE violated any applicable rule, law or tariff in holding him responsible for past due charges incurred under his name at the Brower Street address until the account was closed on April 19, 2010. SCE asserts that Mr. Dellepiane should be jointly and severally liable for all of the outstanding charges at the Brower Street address up to and including November 25, 2013. We disagree. We find that Mr. Dellepiane had established a separate residence on Ridgeway Lane by September 1, 2012. As we stated, *supra*, we will also hold the Complainant jointly and severally responsible, along with Ms. Feria, for all charges at the Brower Street address up to and including September 1, 2012 and responsible for

any and all current and past due charges incurred at the Ridgeway address from and including September 1, 2012. With the exception of adjusting the last date for which he will be held jointly and severally liable for charges at the Brower Street address from November 25, 2013 back to September 1, 2012, the Complainant's request for relief is denied and the case is closed.

**Assignment of Proceeding**

Carla J. Peterman is the assigned Commissioner and W. Anthony Colbert is the assigned Administrative Law Judge and Presiding Officer in this proceeding.

**Waiver of Comment Period**

Pursuant to Rule 14.7(b) of the Commission's Rules of Practice and Procedure, the 30-day public review and comment period required by Section 311 of the Public Utilities Code and the opportunity to file comments on the proposed decision is not applicable in Expedited Complaints Proceedings. Accordingly, this matter was placed on the Commission's agenda directly for prompt action.

**O R D E R****IT IS ORDERED** that:

1. Complainant is responsible for all past due charges for electricity service received for an account with Southern California Edison Company, under his name, at 2376 Brower Street, Simi Valley California from and including October 30, 2009 to and until the account was closed on April 19, 2010.
2. Complainant is jointly and severally liable for all past due charges for electricity service received for an account with Southern California Edison Company at 2376 Brower Street, Simi Valley California from and including April 19, 2010 to and including September 1, 2012.

3. Complainant is responsible for all current and past due charges for electricity service received for an account with Southern California Edison Company at 1897 Ridgegate Lane, Apartment L, Simi Valley California from and including September 1, 2012 to the present.

4. Defendant may take any and all collection and or service termination actions authorized in its tariffs.

5. All other requests for relief are denied.

6. Case 14-08-004 is closed.

This order is effective today.

Dated \_\_\_\_\_, at San Francisco, California.