

Decision \_\_\_\_\_

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

Shannon Carson,

Complainant,

vs.

Verizon California, Inc. (U1002C),

Defendant.

(ECP)  
Case 13-08-009  
(Filed August 5, 2013)

Shannon Carson, for herself, Complainant  
Hope Christman, for Verizon Wireless, Defendant

**DECISION GRANTING RELIEF IN PART AND  
OTHERWISE DENYING COMPLAINT**

**1. Summary**

Complainant, Shannon Carson, contends that Defendant, Verizon California Inc. (Verizon) created a fictitious account under her name and continued to charge her for telephone service after she moved from Apple Valley and established service with Verizon in Palm Springs. She contends that the disputed amount should be categorized as LifeLine credits. Verizon argues that it created a fictitious account to begin collecting for the outstanding balance of \$145.96 on Ms. Carson’s Apple Valley account. Verizon also contends that it already prorated Ms. Carson’s LifeLine credits into the disputed bill and the bill remains unpaid. Verizon asserts that Complainant’s claims are without merit

and she should pay the combined outstanding balance on her accounts of \$351.37. We have allocated an additional \$25.96 to the Complainant for LifeLine credit, reducing the outstanding balance to \$325.41. Aside from this adjustment, Complainant has not demonstrated that Verizon's charges for her three accounts were inaccurate, excessive, or violated any applicable rule, law or tariff administered by the Commission. Additional relief is not warranted. Complainant's request for relief is denied in part.

## **2. Procedural History**

Ms. Carson currently resides in Redlands. She previously resided in Palm Springs and prior to that, Apple Valley: All three cities are located in California. The initial hearing in this matter was set for September 30, 2013; however, Ms. Carson could not attend. The hearing was rescheduled to October 8, 2013 and conducted via telephone.

## **3. Complainant's Contention**

Ms. Carson has had telephone service from Verizon at three different locations over the past two years. Her initial service was in Apple Valley, followed by Palm Springs, and finally Redlands. She is no longer a Verizon customer. In her complaint, Ms. Carson contends that Verizon created a fictitious account under her name and continued to charge her after she terminated her account, moved from Apple Valley, and established telephone service with Verizon in Palm Springs. At the hearing, Ms. Carson did not discuss the fictitious account and instead contested the amount charged to her first Verizon (Apple Valley) account.

Ms. Carson engaged Verizon's services for her Apple Valley residence on August 25, 2011. Ms. Carson claims that she requested that her Apple Valley account be disconnected in December, 2011. After she disconnected service, the

bill for the Apple Valley residence totaled \$259.38. Ms. Carson contacted Verizon in February, 2012 telling Verizon that it had continued to charge her after she had terminated service and had not provided her with the appropriate LifeLine credits. Verizon credited her \$141.78 as a courtesy, refunding her for service provided from December 1, 2011 to February 25, 2012. Her final bill for the Apple Valley residence came to a total of \$145.96.

In 2012 Ms. Carson moved to Palm Springs. She established a new account with a new phone number with Verizon. She used Verizon's services from January 4, 2012 to November 14, 2012. She claims to have requested a disconnection order for her Palm Springs account on April 3, 2012. The final bill came to \$229.80 but Verizon initially charged Ms. Carson's account \$237.56. Verizon sent Ms. Carson a check for \$7.76, for the overcharge, to the forwarding address she had provided. The address was her brother's residence located in Victorville, California. Ms. Carson has acknowledged that she received and cashed the check.

Ms. Carson stayed with her brother in Victorville for a period of time before moving to Redlands where she, again, requested Verizon's service. Verizon again set up a new account with a new phone number. Ms. Carson used Verizon service in Redlands from September 28, 2012 to April 28, 2012. She then discontinued service with Verizon and ported her number to another telephone service provider. At the time she terminated service with Verizon, Ms. Carson's Redlands account had an outstanding balance of \$205.41.

Ms. Carson does not contest the bill for the Redlands account but blames Verizon for why it remains unpaid. She complained that she did not receive the bills for this address for quite some time because they were being sent to her

brother in Victorville. She does acknowledge that her brother told her he received some of her mail but she did not retrieve it.

During the hearing, Ms. Carson asserted that she does not owe Verizon anything for the Apple Valley account because the \$145.96 owed should be categorized as LifeLine credits. Ms. Carson argues she should owe Verizon \$205.41 for the Redlands account only.

#### **4. Defendant's Contention**

Verizon contends that it did not charge Ms. Carson for a fictitious account but it created a fictitious account to begin collecting for the outstanding balance of \$145.96 on Ms. Carson's Apple Valley account. At the hearing, Verizon stated that establishing service at a new address does not automatically result in service being terminated at a previous address; nevertheless, Verizon contends that it had already credited her and/or refunded Ms. Carson for the miscommunications regarding the timing of her disconnection orders.

Verizon argues that Ms. Carson has an outstanding bill of \$145.96 for her Apple Valley account and an outstanding bill of \$205.41 for her Redlands account, totaling \$351.37. Verizon asserts that the \$145.96 Ms. Carson owes for her Apple Valley account does not constitute LifeLine credits as the LifeLine credits applicable to that account had already been prorated into the bill. The LifeLine credit provided came to \$27.53.

#### **5. Discussion**

At the October 8 hearing, Verizon presented three spreadsheets detailing the Apple Valley, Palm Springs, and Redlands accounts. The spreadsheets recorded the billing date, the billing address, adjustments and credits, the total due, as well as notes for each account. In the "notes" section for the Apple Valley account, the December 25, 2011 bill date entry states "\$20.25 [L]ifeline

approved, credit provided; \$27.53 prorated change in service plan.” While it is clear that Verizon credited Ms. Carson for LifeLine, the spreadsheet was vague on how that credit was broken down and factored into Ms. Carson’s bill.

Ms. Carson did not submit any copies of her bills. She claims she sent the originals to the Commission some time ago and that the Commission lost them. Ms. Carson acknowledges that Verizon e-mailed her copies of her bills; however, she did not present them at the hearing. She submitted copies of her credit reports but did not explain their significance, or that of any of her other exhibits’, at the hearing. Ms. Carson did not submit any evidence showing that the \$145.96 balance from her Apple Valley account should be a LifeLine credit.

The testimony and written evidence all support Verizon’s contention that the Apple Valley bill of \$145.96 is essentially correct. If the \$145.96 was credited to Ms. Carson, it would mean that she would not have to pay anything for the four months of telephone service she received from August to December of 2011. Verizon was unclear on how exactly the LifeLine credit was prorated into Ms. Carson’s account. We will add \$25.96 to her LifeLine credit, reducing the outstanding balance on the Apple Valley account to \$120. When the \$120.00 outstanding balance from the Apple Valley account is combined with the outstanding bill of \$205.41 for her Redlands account, Ms. Carson now owes Verizon a total of \$325.41. Aside from this adjustment, the Complainant has not met her burden of proof. She has not demonstrated that Verizon’s charges for her three accounts were inaccurate, excessive or violated any applicable rule, law or tariff administered by the Commission. Additional relief is not warranted.

### **Assignment of Proceeding**

Catherine J. K. Sandoval is the assigned Commissioner and W. Anthony Colbert is the assigned Administrative Law Judge in this proceeding.

**O R D E R**

**IT IS ORDERED** that:

1. Verizon shall provide Complainant \$25.96 in additional LifeLine credits.
  2. Complainant shall pay Verizon the total remaining balance on Complainant's accounts of \$325.41.
  3. All relief not granted in Ordering Paragraphs 1 and 2 is denied
- Case 13-08-009 is closed. This order is effective today.

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