

RECEIVED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

2004 JUN -7 COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SECRETARY'S BUREAU
ELLA L. COLEMAN SIMMS

: Docket #: C-20032072

- vs -

PHILADELPHIA GAS WORKS

DOCKETED

JUN 10 2004

Initial Hearing
Pages 1 through 97

Hearing Room 1
State Office Building
1400 West Spring Garden Street
Philadelphia, PA 19130
Wednesday, April 21, 2004
Commencing at 2:00 p.m.

DOCUMENT

Before:

Allison K. Turner, Administrative Law Judge

APPEARANCES:

PHILADELPHIA GAS WORKS
BY: LAURETO A. FARINAS, ESQUIRE
800 West Montgomery Avenue
Philadelphia, Pennsylvania 19122

ELLA L. COLEMAN SIMMS
2721 North Opal Street
Philadelphia, Pennsylvania

* * *

PRECISION REPORTING, INC.
230 South Broad Street - 11th Floor
Philadelphia, Pennsylvania 19102

(215) 731-9847
1-800-528-3060

2149 South Galloway Road 1134 Parliament Way
Bensalem, PA 19020 Thorofare, NJ 08086
(215) 731-9847 (856) 848-4978

INDEX TO WITNESSES

1				
2				
3				
4	WITNESS	DIRECT	CROSS	REDIRECT
5	ELLA SIMMS	-	23	-
6	ANNE MARIE CROMLEY	50	86	-
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

INDEX TO EXHIBITS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

NUMBERS FOR IDENTIFICATION IN EVIDENCE

For the Respondent:

/ PGW-1	51	58
PGW-2	54	58
/ PGW-3	55	58

For Complainant:

/ Simms-1	45	45
-----------	----	----

1 * * *

2 PROCEEDINGS

3 * * *

4 THE COURT: Now is the time
5 and place for a hearing in the matter
6 of Ella L. Coleman Simms versus PGW,
7 Docket Number C-20032072. Mrs. Simms
8 is here in the hearing room, and the
9 court reporter also.

10 I just spoke to Mr. Farinas,
11 who told me that it was his impression
12 that the hearing had been rescheduled
13 to Monday, June 28th. I actually do
14 have a hearing notice with that date
15 on it, but I have another hearing
16 notice that says the previously
17 scheduled hearing for June 28th has
18 been cancelled.

19 MS. SIMMS: Yeah, they told
20 me that.

21 THE COURT: And it's been
22 rescheduled to Wednesday, April 21,
23 2004. So, Mr. Farinas is on his way
24 here, and I'm sorry that he was

1 confused.

2 So, let's go off the record
3 and wait until he gets here.

4 * * *

5 (Whereupon, a discussion was
6 held off the record.)

7 * * *

8 THE COURT: Back on the
9 record.

10 Mr. Farinas has arrived in
11 the hearing room with his witness. I
12 had talked to Mr. Farinas on the phone
13 just before he left his office. What
14 he said to me was that he thought the
15 hearing had been moved back to June
16 28th. I must apologize if the
17 Commission caused that confusion.

18 I only have two hearing
19 notices; one for June 28th, which was
20 the original date, and the one moving
21 it to Wednesday, April 21st, 2004.
22 So, if it was rescheduled, I had no
23 knowledge of that. As I say, if the
24 Commission contributed to that

1 confusion, I apologize.

2 Now, Mrs. Simms has been
3 here patiently waiting. She
4 previously gave me a set of these
5 documents and also, too, to the court
6 reporter. Basically there is a cover
7 sheet, a copy of her mortgage with
8 highlighted sections.

9 Now, Mrs. Simms, have you
10 had a hearing before the Commission
11 before?

12 MS. SIMMS: I have one with
13 the Philadelphia Gas Works. This is
14 the first one with the Philadelphia
15 Gas Works. I had one with the
16 Philadelphia Electric Company.

17 THE COURT: Before the
18 Commission?

19 MS. SIMMS: Before the
20 Commission, yes. They told me they
21 were short of workers and my case
22 needs to go to court. They said in
23 the meantime don't pay no electric
24 bills. It was to the electric

1 company. I had with the electric
2 company. Now I'm here with the Gas
3 Works.

4 THE COURT: I just wanted to
5 find out if you were familiar with the
6 procedures.

7 MS. SIMMS: Well, so far,
8 because I went into court anyway. I
9 studied courses.

10 THE COURT: Because you
11 filed the complaint, you have the
12 burden of proof. We start with your
13 testimony.

14 MS. SIMMS: Well, after I --

15 THE COURT: Wait a minute.
16 Then I may have questions to ask you
17 and Mr. Farinas can ask you questions
18 in what you call cross-examination.
19 Then you can give additional
20 testimony, if you want to, about the
21 questions. Then Mr. Farinas has the
22 opportunity to call his witness. She
23 can give testimony. You can question
24 her, as well as I. After that's

1 concluded he can ask redirect of her.
2 After that is concluded then you can
3 give closing testimony, if you want.

4 I just would like you to
5 remember not to talk over another
6 person, because the court reporter
7 can't get two people that are talking
8 at the same time. Also, remember when
9 you're asking questions to make them
10 questions, not to give more
11 testimony. I may have to remind you
12 of that.

13 At this point would you sit
14 at that desk out there. You can take
15 any papers with you you want.

16 MS. SIMMS: (Witness
17 complies.)

18 THE COURT: Before you sit
19 down will you raise your right hand.

20 MS. SIMMS: (Witness
21 complies.)

22 THE COURT: Do you swear or
23 affirm the testimony you're about to
24 give is the truth, the whole truth and

1 nothing but the truth so far as you
2 know?

3 THE WITNESS: I do.

4 THE COURT: Thank you.

5 Please be seated. Will you state your
6 name for the record.

7 THE WITNESS: Ella Lou
8 Coleman Simms.

9 THE COURT: Make it louder,
10 yes. So, you said Ella Lou Simms?

11 THE WITNESS: Ella Lou
12 Simms, Coleman Simms.

13 THE COURT: Where do you
14 live?

15 THE WITNESS: 2721 North
16 Opal Street, Philadelphia,
17 Pennsylvania.

18 THE COURT: Are you
19 receiving service from PGW?

20 THE WITNESS: Yes, I am.

21 THE COURT: Your complaint
22 -- a summary of your complaint is,
23 Complainant states that she only uses
24 the gas stove now and was told that it

1 was a free easement, but PGW keeps
2 billing her.

3 THE WITNESS: Yes.

4 THE COURT: Now, the way you
5 wrote your complaint is somewhat more
6 extensive than that. So, what I'd
7 like to know is, what facts do you
8 have to support your complaint?

9 One thing is that you did
10 give me this packet of documents. You
11 can make it this exhibit and have it
12 attached into the record. You can
13 refer to it while you're testifying,
14 but let me hear what you have to say.

15 THE WITNESS: Well, at first
16 when I moved into the house, it had a
17 gas heater, gas water heater -- gas
18 heater for the gas, a gas water
19 heater, a gas refrigerator and a gas
20 cook stove. So, during the time --
21 years -- PGW was getting so outrageous
22 cutting off people's utilities and
23 stuff. I moved there with three
24 kids.

1 Then I got six kids in the
2 house. So, I didn't want them cutting
3 off my utilities. So, I changed over
4 to oil for heat and electric for the
5 hot water. But in the meantime I got
6 different appliances from them since
7 they were selling appliances. By me
8 buying appliances from them, they
9 figured the same thing I was paying
10 for the appliance I should have it for
11 the cook stove, which was an
12 easement.

13 Because after I got the cook
14 stove I wasn't paying anything. When
15 I got everything changed over, except
16 the cook stove, nothing was paid. But
17 I was still steady getting my
18 appliances from them, you know. It
19 was what I needed I got from them.

20 In the meantime they kept
21 billing me and billing me and billing
22 me. I couldn't get nowhere with
23 them. Even though I went over -- I
24 went to Broad and Erie. I went to

1 Broad and Erie. The guy told me --
2 say, I don't know why they keep
3 billing you. I don't know why.

4 When I went to down where
5 they at, 9th and Montgomery, at the
6 time in the old building, they told
7 me, I keep taking your name out from
8 the computer. We cleared the
9 computer. Yet, they still kept
10 billing me and billing me and billing
11 me. So, the guy came to my door,
12 knocked on the door. He said, They're
13 going to cut your gas off. I said,
14 Well, I don't got no -- he said, Miss,
15 go down there. If you don't go down
16 there, they're going to cut it off.

17 Evidently he must have knew
18 me or whatever. So, that's when I
19 went down there and they said, Go to
20 PUC. I guess they were telling me
21 back and forth, back and forth. They
22 told me to come over here. That's why
23 I came over the second time, put a
24 complaint in.

1 THE COURT: Okay. Let me
2 ask you a few questions about dates.

3 When did you move into the
4 house?

5 THE WITNESS: In '59.

6 THE COURT: Do you remember
7 the dates, the estimated dates of
8 times you went to PGW?

9 THE WITNESS: They really
10 start giving me a bad time after '72
11 and '73. And '88 was really
12 disruptive. That's when I got my
13 stove. I bought a new stove from
14 them. They billed me 25-something.
15 Because I was paying on the stove. I
16 put a down payment down for \$200 and
17 then paid the rest off monthly.
18 That's what they wanted, to keep it at
19 that, even though all I had was a cook
20 stove.

21 THE COURT: And what year
22 was it that you bought the cook
23 stove?

24 THE WITNESS: I bought a

1 cook stove in '88, I believe. Then I
2 think I bought a washing machine. I
3 bought a washing machine from them
4 after that. They still wanted -- see,
5 I paid off one. I got another one, a
6 washing machine, because they had
7 American Appliances with them, the Gas
8 Works. They want to keep me paying
9 the washing machine price.

10 After I paid the washing
11 machine off they wanted me to keep
12 paying whatever it was. Twenty four
13 dollars, I think it was, you know.
14 Whatever appliance I was paying for,
15 they wanted to keep that going on and
16 on and on. I ain't got but a cook
17 stove. They couldn't keep billing me,
18 you know, \$24, because I had heat, hot
19 water.

20 THE COURT: So, you bought
21 your cook stove from them in 1988?

22 THE WITNESS: Yes.

23 THE COURT: You now paid
24 that off?

1 THE WITNESS: I been paid
2 that off. The last thing I got from
3 them was a washing machine.

4 THE COURT: What year was
5 that?

6 THE WITNESS: I think it was
7 early part of '90s, I believe.

8 THE COURT: And is that paid
9 off now also?

10 THE WITNESS: Yeah, that's
11 paid.

12 THE COURT: Is it a gas
13 washing machine?

14 THE WITNESS: No, it's
15 electric one, because American
16 Appliances hooked up with them.

17 THE COURT: I understand.
18 Did you get a dryer from them?

19 THE WITNESS: No, I don't
20 have a dryer.

21 THE COURT: You do not have
22 a dryer?

23 THE WITNESS: No.

24 THE COURT: And do you

1 remember the year that you switched to
2 oil heat?

3 THE WITNESS: Oh, it was 25,
4 30 years ago.

5 THE COURT: It was a long
6 time?

7 THE WITNESS: Yes.

8 THE COURT: How about the
9 year that you got an electric hot
10 water heater?

11 THE WITNESS: Oh, that's
12 been -- I'm on my third one. So, it's
13 been some time.

14 THE COURT: The
15 refrigerator, has that also been a
16 long time?

17 THE WITNESS: Well, that's
18 electric, the refrigerator.

19 THE COURT: Okay. But you
20 said you originally had a gas
21 refrigerator. But now you have
22 electric?

23 THE WITNESS: Well, that was
24 a long time ago, because it blew out.

1 I didn't know I could get it fixed.
 2 The top of it blew out.

3 THE COURT: So, if I
 4 understand your testimony, you think
 5 that they wanted to continue billing
 6 you the monthly amount you were paying
 7 for these appliances?

8 THE WITNESS: Appliances,
 9 yes.

10 THE COURT: Did they ever
 11 stop that?

12 THE WITNESS: No. They keep
 13 going on and on and on with the
 14 price. That's how I got two and three
 15 thousand dollars.

16 THE COURT: Tell me why you
 17 think you're not supposed to pay for
 18 gas for the cook stove.

19 THE WITNESS: Because it's
 20 an easement.

21 THE COURT: What easement?

22 THE WITNESS: For
 23 Pennsylvanians living in the state,
 24 being in our state.

1 THE COURT: You say what?

2 THE WITNESS: For

3 Pennsylvanians. Being a

4 Pennsylvanian.

5 THE COURT: Okay.

6 THE WITNESS: American. We
 7 don't pay for all that stuff. I mean,
 8 we own the state. I mean, we allow
 9 people to come here and tell us we got
 10 to pay, where would we be at? I mean,
 11 that's the law. I went into real
 12 estate myself. I know this.

13 THE COURT: As far as I
 14 know, there is no law that says that
 15 people do not have to pay for their
 16 gas. If you think there is, you're
 17 going to have to show me that law.

18 THE WITNESS: Well, in my --
 19 in my -- you don't have the deed. But
 20 in my deed and buying warrant, I'm
 21 exempt from real and personal taxes.
 22 I mean, you can either check it out
 23 yourself or somewhere somebody else
 24 can take it out, check it out.

1 THE COURT: I said I'd be
 2 happy to see your deed, and do have
 3 this copy of your mortgage. You have
 4 highlighted things here. But there is
 5 nothing here that says that there is
 6 an easement saying that you don't have
 7 to pay for your gas.

8 THE WITNESS: Well, is the
 9 price there, what I should pay for
 10 gas?

11 THE COURT: No.

12 THE WITNESS: Or
 13 appliances?

14 THE COURT: No.

15 THE WITNESS: But it got
 16 appliances on there, right?

17 THE COURT: It says they
 18 were sold to you.

19 THE WITNESS: No, it doesn't
 20 say it was sold. If you look on the
 21 back --

22 THE COURT: I'm looking at M
 23 868-267. Together with all and
 24 singular, the Buildings, Streets,

1 Alleys, Passages -- then I can't see
2 that word. I think that's Ways.
3 Ways, Water Course, Rights, Liberties,
4 Privileges, Improvements,
5 Hereditaments and Appurtenances
6 whatsoever thereunto belonging or in
7 any wise appertaining, and the
8 Reversions and Remainders, Rents,
9 Issues and Profits thereof; and also
10 together with all plumbing, heating
11 and lighting equipment, machinery or
12 appliances, now or hereafter installed
13 upon the above described premises.

14 That's what was sold to
15 you.

16 It goes on, To have and to
17 hold the said lot or piece of ground
18 and improvements thereon erected.
19 Hereditaments and Premises hereby
20 granted, or mentioned, and intended so
21 to be, with the Appurtenances, unto
22 the said Mortgagee, to and for the
23 only proper use and behoof of the said
24 Mortgagee, forever. Under and

1 subject, as aforesaid. So, that was
 2 under subject to the mortgage.

3 THE WITNESS: Yes, but after
 4 I paid off the mortgage, it was the
 5 deed and a warrant.

6 THE COURT: And a what?

7 THE WITNESS: The deed and a
 8 warrant.

9 THE COURT: W-A-R-R-A-N-T?

10 THE WITNESS: Yes. You see,
 11 when I bought that house it included
 12 -- all of these houses on that lot,
 13 it included the parcel. Now the
 14 utility company, all four of them, are
 15 getting money out of that property. I
 16 haven't received one red cent. I was
 17 steady paying and paying and paying.
 18 Now I'm retired from work. Why should
 19 I keep paying and they still receiving
 20 the money from a property me and my
 21 husband bought?

22 THE COURT: Well, you're
 23 paying for the service that you
 24 consume.

1 THE WITNESS: Well, the
2 service is in the State. I'm a
3 Pennsylvanian. I'm one of them.

4 THE COURT: Well, you are
5 incorrect in that. The citizens of
6 Pennsylvania do not receive utilities
7 free. Everybody has to pay. We're
8 all citizens of Pennsylvania and we
9 all pay.

10 THE WITNESS: Well,
11 everybody doesn't pay. They wouldn't
12 make it tax exempt if they wanted you
13 to pay.

14 THE COURT: There is no
15 connection between taxes and
16 utilities.

17 THE WITNESS: Utilities is a
18 tax. It's a tax to your property.

19 THE COURT: No, it isn't.
20 Okay.

21 Do you have any questions
22 you want to ask, Mr. Farinas?

23 MR. FARINAS: Just very,
24 very briefly, Your Honor.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

* * *
* * *
* * *

CROSS-EXAMINATION

BY MR. FARINAS:

Q. You had stated that you went to PGW's office at Broad and Erie as well as the 9th and Montgomery office?

A. Yes.

Q. You indicated that someone told you they took your name off the list. Do you know who you spoke with and what day?

A. They said they cleared the computer, at least four different times.

Q. Do you know who you spoke with?

A. One of your fellows that be in the office.

Q. Did you take anyone's name or the month and year you went to do this?

A. Well, during the year 2000, you know, when they having a whole lot of stuff, they said they don't know how things is going to turn up. So, the one at Broad and Erie say you guys must be crazy. What you talking about at 9th and Montgomery?

1 Q. So, someone at Broad and Erie told you
 2 that whatever you were told at the other
 3 place --

4 A. Whoever use the computer
 5 that keep putting my name up here, they must be
 6 crazy. So, here I am.

7 Q. It's your belief that your name should
 8 be removed from --

9 A. From billing, yes, because
 10 they bill me anything they want to bill me.

11 THE COURT: Miss Simms, you
 12 have to wait until he finishes his
 13 question.

14 BY MR. FARINAS:

15 Q. Your name should be removed from
 16 billing?

17 A. Yeah.

18 Q. Because you're now entitled to free
 19 gas?

20 A. Free utilities, not just
 21 gas. Utilities. I pay all the time since '59.
 22 I didn't know real estate. I didn't know what
 23 Pennsylvania was offering.

24 Q. Can you tell us what you think an

1 easement is?

2 A. I know what an easement is.

3 Q. Tell us.

4 A. It belongs to a person's
5 home.

6 Q. What is it that makes it different
7 from the front steps? Tell me what an easement
8 is.

9 A. It's to live good and safe
10 and decent in your house.

11 THE COURT: That's what an
12 easement is?

13 THE WITNESS: Whether you
14 rent or buy you're entitled to live in
15 a house with pride and enjoyment.
16 You're entitled to that.

17 BY MR. FARINAS:

18 Q. That's what you believe it is?

19 A. You have water, gas,
20 electric, phone. Whatever you have there, you
21 know, make it pride in your home. That's what
22 an easement is.

23 Q. Did you take your deed or your
24 mortgage papers to an attorney and have them

1 review and discuss with them your definition of
2 an easement?

3 A. No, no, no, I didn't.

4 Q. You just arrived at your opinions by
5 yourself?

6 A. Well, I took real estate
7 courses myself. Would you like to see them?

8 Q. No, that's all right.

9 THE COURT: I would.

10 THE WITNESS: They're in
11 there.

12 THE COURT: It's
13 leatherbound. It says Community
14 College of Philadelphia.

15 THE WITNESS: Yes, I didn't
16 get my graduate. They held the whole
17 roster from me.

18 THE COURT: Would you like
19 to come and look at this?

20 MR. FARINAS: Yes, please.

21 THE COURT: The first thing
22 in here is a letter which says, "Dear
23 Ms. Simms, your readmission
24 application has been received and

1 reviewed. You have been denied
2 readmission to Temple." Those courses
3 seem to be criminal justice courses.
4 Then there is a certificate, Temple
5 University School of Business
6 Administration Center for Professional
7 Development.

8 Real Estate Institute hereby
9 awards the Certificate of Achievement
10 to Ella Lucille Simms, certifying
11 satisfactory completion of 30 hour
12 courses of instruction in each of the
13 following real estate subjects: Real
14 estate appraisal, creative investment
15 practices, residential sales and
16 marketing techniques, tax impact on
17 real estate transactions.

18 Then this says, Temple Real
19 Estate Institute Transcript. Then
20 inside it says all the courses listed
21 are not applicable toward a degree or
22 academic credit. Then it lists the
23 courses by number; two in '87, one in
24 '88, one in '97. Course number 17 is

1 tax impact on real estate
2 transaction. Twelve is real estate
3 sales. That was the one in 1988.
4 Date completed 4/19/88. The one I
5 mentioned before, number 17, is
6 completed 4/27/97. Creative
7 investment practices. That was
8 completed November 18th, '87. And
9 009, appraisal of residential
10 property, was completed in 12/16/87.

11 Then after that was PTC
12 Career Institute of Philadelphia
13 East. There is a certificate in
14 building renovation and maintenance,
15 1990. Certificate of completion,
16 Introduction to Real Estate Law, April
17 of 1986. That was the Institute for
18 Paralegal Training. Where it says
19 Awarded Continuing Education units,
20 it's blank. Then Institute for
21 Paralegal Training Certificate of
22 Completion. Ella L. Simms has
23 attended personal injury law and is
24 awarded 2.2 continuing education

1 units.

2 CoreStates Bank, November,
3 29th, 1995, was awarded a Certificate
4 for completing a course of instruction
5 in the Community Home Buyers Program.
6 Something from the tax training
7 school.

8 Ben Franklin Standard High
9 School, completed education course in
10 basic electronics. That's -- excuse
11 me -- June 1991. High school diploma
12 from William Penn High School awarded
13 to Ella Lucille Coleman on the 24th
14 day of January, 1950. Then there is
15 1985. I'm not sure what institution
16 that is from.

17 So, you're saying that
18 somewhere in one of these courses you
19 learned that definition of an
20 easement?

21 THE WITNESS: Well, when the
22 Gas Works sold me the stove, they said
23 I wouldn't have to worry about paying
24 any bills at all since you allowed to

1 cook in your home or in your apartment
2 or wherever you live at. You are
3 supposed to have hot and cold running
4 water, heat in the wintertime and
5 something to cook on if you want to
6 heat up some soup or hot coffee or
7 something. That's necessary. It's
8 nothing, like, to the extreme.

9 THE COURT: Were you renting
10 at that time?

11 THE WITNESS: No, I was
12 buying all the time.

13 THE COURT: I apologize,
14 Mr. Farinas, for interrupting your
15 cross-examination.

16 MR. FARINAS: That's okay.

17 THE COURT: Do you have more
18 questions?

19 MR. FARINAS: I have just a
20 few more, Your Honor. I'm going to
21 kind of -- with respect, I want to try
22 to do this one more time to perhaps
23 reach an understanding.

24 BY MR. FARINAS:

1 Q. Miss Simms, you have had some
2 background in real estate law. Would you agree
3 with me that an easement is a right given to
4 someone to use their property for a specific
5 purpose? You gave me a very lofty definition
6 before.

7 A. Well, this is what -- can I
8 put it this way? This is the State of
9 Pennsylvania. Now, Pennsylvanians are allowed
10 -- different people use their state for
11 different things, but they don't want you to
12 abuse their citizens or their citizens'
13 children. It's all against the law.

14 Q. I'm just talking about --

15 A. But an easement entitles you
16 to whatever it is that where you rent from or
17 buy or whatever. You're entitled to that.
18 Nobody is supposed to come and turn off your gas
19 or whatever, especially if you got it in writing
20 together with free use, free and common use.

21 Q. So, the definition of an easement I
22 just gave to you, that it's a right to use
23 someone --

24 A. For Pennsylvanians --

1 THE COURT: Let him finish
 2 the question. He let you answer.

3 BY MR. FARINAS:

4 Q. Does that sound like a reasonable
 5 definition of the word easement?

6 A. Say it again.

7 Q. It's the right to use the land of
 8 another or the portion of the land of another
 9 for a specific purpose.

10 A. I --

11 THE COURT: Do you recognize
 12 that definition?

13 THE WITNESS: Well, you
 14 don't have no right unless someone
 15 tells you to use it.

16 BY MR. FARINAS:

17 Q. If you were to give me the right to
 18 use your land for a specific purpose, would you
 19 consider that an easement? Could we call that
 20 an easement?

21 A. Well, if I do, yes.

22 Q. Now, in your deed there is easements
 23 for utilities. Follow me. Would you consider
 24 this a reasonable interpretation of an easement

1 on your property for utilities, that utilities
2 can run their wires, they can run their pipes,
3 they can run telephone optical wires into your
4 property so that you can get the service that is
5 inside the pipes and the wires?

6 A. Well, it's all underneath.
7 It's Pennsylvania. It's only according to what
8 the -- this is the City of Philadelphia, but
9 it's also Pennsylvania.

10 Q. Yes.

11 A. Pennsylvania is supposed to
12 be throughout the state. You can't do one thing
13 at one part and another thing at another part,
14 you know.

15 Q. Would you agree with me that the
16 easement that exists on your property for
17 utilities is the right that comes with owning
18 your land, that utilities can run their pipes
19 and their wires into your property?

20 A. Well, if I didn't -- if the
21 utility didn't have -- I live in a row home.
22 Now, if they came and cut off some of my wires,
23 or something like that, and they came in my
24 property, it might endanger other people having

1 whatever, you know.

2 Q. But PECO, PGW and Verizon can put
3 their cables and their pipes into your property
4 on your land and maybe underneath or overtop in
5 order to set up to give you phone service, gas
6 or electric?

7 A. Well, that's the way.
8 That's the way, you know. Look, what other
9 people do in their homes and stuff --

10 Q. I'm not asking you that.

11 Would you agree with me that pretty
12 much is the practical definition of an easement?

13 A. I bought it with everything
14 there, with the gas already there.

15 Q. Yes.

16 A. Now, if I couldn't go in and
17 cook or have heat, you think I would have bought
18 the home? No, I wouldn't have.

19 Q. Now, would you also agree with me that
20 there is a difference between pipes and wires
21 and cable? There is a difference between those
22 things and the things that travel through them?
23 For example, with respect to PGW, you own the
24 land on which PGW's pipes go into your land,

1 into your cook stove. But what you don't own is
2 the gas that comes through there. We have to
3 get that and put it in a pipe far away. It
4 makes it all through the streets of the City of
5 Philadelphia and eventually it gets to the pipe
6 that crosses your border of your land and gets
7 into your cook stove. You don't own that.

8 Would you agree with me?

9 A. Me being a born
10 Philadelphian, I don't see you turn off a
11 Philadelphian gas anyway.

12 Q. I'm sorry?

13 A. Me being a born
14 Philadelphian, Pennsylvanian, USA, American, I
15 don't see you knocking me in all the time I
16 worked since I was around 18 years old. I was
17 giving money to the City, State and Federal
18 Government. I was putting out money.

19 Q. I understand that. You were paying
20 taxes. But the gas that passed through our
21 pipes into the pipes --

22 A. Now that I'm retired you're
23 giving me a hard time and still want me to pay
24 money. It doesn't makes sense.

1 Q. That's not what we're doing. I'm just
2 asking you the questions about an easement and
3 now I'm going to do the things that are there by
4 virtue of the easement.

5 Now, what I was trying to cover is,
6 the materials that come through the pipes that
7 PGW had to purchase and put in the piping system
8 to cross through into your property, do you
9 believe that you own that?

10 A. I own whatever I use in my
11 house.

12 Q. Do you own utilities before you pay
13 for it?

14 A. It's a free easement.

15 Q. No. We were saying the easement was
16 the thing -- the right that PGW has to put its
17 pipes on your property. That's the easement.
18 Then after that --

19 A. Who you think owns the
20 Philadelphia Gas Works? Philadelphia, don't
21 they?

22 Q. The City of Philadelphia.

23 A. Pennsylvanians, yes. Well,
24 I'm one of them. You sitting there working.

1 Q. You still have to pay for the gas.

2 A. If I'd have hired you and
3 you give me -- me being your boss you giving me
4 a hard time, you think I would keep you?

5 Q. I don't know. Could you get rid of
6 me?

7 A. Yes. Me being a
8 Philadelphia, Pennsylvanian, yes. Well, I don't
9 -- you being a good man, I tried to work it out
10 with you before. Do you remember?

11 Q. Yes.

12 A. It was nothing. But here I
13 am. My husband is a Pennsylvania American. We
14 have laws from Pennsylvania American Veterans
15 from the First World War that cannot be changed.

16 Q. Before you touched upon --

17 A. Cannot be repealed or
18 changed.

19 Q. You did mention something about tax
20 exemption.

21 A. Look --

22 Q. No, no, no, I'm asking. Actually, I'm
23 clarifying something.

24 Does it sound reasonable to you that

1 under the laws of Pennsylvania residential gas
2 served by PGW -- sold by PGW to its customers is
3 not taxable? You do not get taxed for the gas
4 we sell you?

5 A. If it's tax exempt, no. If
6 it's tax exempt, no.

7 Q. Okay. I just wanted to -- does that
8 sound reasonable to you?

9 A. And the Federal Government
10 say, Make sure you get your tax exemption. The
11 state says it. Miss Shirley, she gave out
12 books. Make sure you get the tax exemption. I
13 want to know why the Philadelphia -- I went to
14 the City Council, but it's not coming from City
15 Council. It's coming from the Gas Works.

16 They want -- even though you go face
17 to face and they told me, I don't know what's
18 going on. We cleared the machine. I don't know
19 what's going on. They must be crazy. They keep
20 putting your name up to be billed. The man tell
21 me, Go down and see them. When they tell me to
22 shut it off, that's my job, to shut it off. He
23 say, Go down there. The guy got so tired of
24 seeing me, he just sent me over to the PUC.

1 Q. Miss Simms, just one final question to
2 you.

3 You mentioned before that while with
4 your PECO case, because there is so many cases
5 or whatever, someone told you not to pay your
6 bill while your case was not resolved; is that
7 true?

8 A. Well, I think I went to your
9 gas -- the Gas Commission on Arch Street. I
10 think it was on the 14th Floor on Arch Street.
11 Anyway, I was saying I was disputing the whole
12 bill, which I was and I am. I am disputing the
13 whole bill. It hasn't been changed. It got
14 worse and worse and worse.

15 Q. So, you're disputing every penny that
16 comes through?

17 A. Ever since I bought those
18 appliances, yes. Look, I was down there paying
19 out of the goodness of my heart. Understand?
20 Out of the goodness of my heart I was paying
21 every month. Knowing I didn't have to pay, I
22 paid. Then the lady -- they couldn't get no
23 heads and tails to clear my name out of the
24 computer. I kept going down there. The guy

1 said, Go down there, because it comes up under
2 your name to cut your gas off.

3 Q. Miss Simms, if Judge Turner here
4 issues an opinion and says while the case is
5 pending, while the PUC reviews her opinion, and
6 if she says during that period you have to pay
7 your bill, will you pay your bill?

8 A. I don't have a bill. It's
9 only a cook stove. What kind of bill?

10 Q. If she says you have to pay the --

11 A. You can't give me --

12 THE COURT: Wait. You both
13 can't talk at the same time.

14 BY MR. FARINAS:

15 Q. If Judge Turner's initial decision in
16 this matter says that while the PUC is reviewing
17 your case you have to pay the \$20 or \$22 bill
18 per month that is the cost of running your cook
19 stove --

20 A. No.

21 Q. -- you're going to refuse to pay it?

22 A. Yes, because I paid \$18 for
23 four appliances, for four things \$18.

24 THE COURT: How long ago was

1 that?

2 THE WITNESS: Well, they
3 kept billing me \$22, \$24, like that.
4 That's when I start changing over.

5 THE COURT: So, when you
6 were paying \$18, that was a pretty
7 long time ago, right?

8 THE WITNESS: Well, it's
9 been about 15 maybe. It was after 15
10 years I was in the house, because I
11 been in there 45 years. About 25.
12 During the summer I wasn't paying but
13 \$3.00 a month and had six children.
14 They was kids there, you know. It
15 wasn't no bad thing. I don't know why
16 they got so greedy.

17 BY MR. FARINAS:

18 Q. Miss Simms, when was the last time you
19 paid a PGW bill?

20 A. Since 2000. They kept
21 putting them in the computer and they told me to
22 keep coming down there to 9th and Montgomery.

23 Q. Do you have other utilities at your
24 house?

1 A. My husband took them over,
2 because they told me not to pay. So, they put
3 them in my husband's name.

4 Q. Does he pay them?

5 A. When he feels like it.

6 Q. Does he believe, like you, that there
7 is an easement for your property that lets you
8 -- that allows you free utilities?

9 A. My husband don't know the
10 law like I know it.

11 THE COURT: Is that answer
12 no, he doesn't believe that?

13 THE WITNESS: Well, I'll say
14 no.

15 MR. FARINAS: I don't have
16 any further questions.

17 THE COURT: Miss Simms, let
18 me return your certificates to you,
19 and thank you very much.

20 THE WITNESS: Now, see the
21 color of my skin? That's why I have
22 to go back and forth to the doctors so
23 much. Because all this -- see all
24 this? (Indicating.)

1 THE COURT: Do you want to
2 come look at this?

3 THE WITNESS: Electronic
4 surveillance and communication all
5 over the house. I don't have any
6 quiet enjoyment in the house.

7 THE COURT: So, you're
8 saying that the color of your skin in
9 this picture is different to the color
10 of your skin now?

11 THE WITNESS: Not only me,
12 both of my children, too. Even my
13 husband got darker.

14 THE COURT: You think you
15 have dark blotches on your skin? Is
16 that what you mean?

17 THE WITNESS: All over.
18 It's a different color.

19 THE COURT: When was this
20 picture taken?

21 THE WITNESS: Well, that's
22 in the house I'm in now.

23 THE COURT: How many years
24 ago was this? How old were you at

1 that time?

2 THE WITNESS: I guess I was
3 about 40, I guess, 45.

4 THE COURT: Your statement
5 is that --

6 THE WITNESS: I'm under
7 surveillance. They won't move it for
8 some reason, you know.

9 THE COURT: Thank you for
10 that statement, but we don't have
11 anything to do with surveillance.

12 So, let me just say a few
13 things to you, Miss Simms. Will you
14 please have a seat.

15 THE WITNESS: (Witness
16 complies.)

17 THE COURT: I know you've
18 taken a lot of courses over the years,
19 and I'm afraid you have gotten some
20 incorrect information set in your
21 head.

22 An easement is something
23 whereby the owner, that is you, gives
24 permission to somebody else to use a

1 portion of the owner's land. So, you,
2 or actually the previous owner, gave
3 easements to PGW, PECO, the telephone
4 company to use land and part of the
5 house for their facilities to provide
6 you service. So, an easement is
7 something that you give rather than
8 something that you receive, unless you
9 have to have an easement for somebody
10 else's land.

11 I have your mortgage here.
12 We're going to admit it to the
13 record. We're going to mark it
14 Simms-1 for the record. There was
15 also a letter with it entitled,
16 Exceptions of Ella Lucille Simms,
17 dated 4/21/2004.

18 THE WITNESS: Yes

19 THE COURT: And 3/21/2004.

20 Exceptions to what?

21 THE WITNESS: No to paying
22 Philadelphia Gas Works.

23 THE COURT: Were you taking
24 exceptions to a decision?

1 THE WITNESS: Whatever it
2 was between me and the Gas Works.
3 They want me to pay -- I don't know
4 how much they want me to pay, because
5 it's always a different amount. It's
6 always a different amount.

7 THE COURT: Did you get a
8 decision from -- did you file an
9 informal complaint and get a decision
10 on it?

11 THE WITNESS: Not from the
12 Gas Works. This is the first hearing
13 I had with them.

14 THE COURT: But did you get
15 a decision on an informal complaint
16 without a hearing?

17 THE WITNESS: I got one from
18 -- they told me not to pay no bill
19 that previously I was, you know,
20 complaining about. Now I'm
21 complaining about all of them. So,
22 they said that I should not pay if
23 they would bill me something.

24 THE COURT: Who is "they"?

1 The Public Utility Commissioner?

2 THE WITNESS: Yes -- the Gas
3 Commission.

4 THE COURT: The Gas
5 Commission?

6 THE WITNESS: The Gas
7 Commission.

8 THE COURT: I do believe
9 that there are tax breaks or tax
10 exemptions for senior citizens on real
11 estate. I don't know about that
12 clearly. Even if you don't have to
13 pay your real estate taxes, utilities
14 aren't included in that.

15 I know that you won't
16 believe me. But I am trying to tell
17 you that as far as the PUC is
18 concerned, you are wrong. You are
19 wrong about what an easement is.

20 It's certainly true that
21 when you buy a house you're supposed
22 to be entitled to the free enjoyment
23 of it, of the property. That doesn't
24 mean you don't have to pay your

1 utility bills. I'm not sure how you
2 got the utility issue wrapped up in
3 the right to have to use your property
4 with your deed.

5 I do want to note that we do
6 not have a copy of your deed in the
7 record, even though Mr. Farinas was
8 asking you questions about it. You
9 did state to me that you were rushing
10 to come in and you meant to bring your
11 deed and you don't have it with you.
12 It's noted for the record anyway.

13 I will put your statement
14 in, the exceptions, as part of your
15 exhibit, but it does not mean that I'm
16 going to agree with it. It's just a
17 statement of your position.

18 Now, have you said
19 everything you need to say at this
20 point?

21 THE WITNESS: Yes.

22 THE COURT: Okay. You can
23 be excused and take your seat again
24 over at the table.

1 THE WITNESS: (Witness
2 complies.)

3 THE COURT: Just one more
4 question.

5 In the middle of your
6 exceptions you have a number of
7 sections noted. Then you say, Refer
8 to Conveyancing in Pennsylvania. Are
9 those section numbers from that book?

10 THE WITNESS: Yes.

11 THE COURT: Okay.

12 THE WITNESS: If you'd like
13 to make a note, it's Book 4.

14 THE COURT: Okay. Mr.
15 Farinas?

16 MR. FARINAS: Yes, Your
17 Honor. At this time I would like to
18 call Miss Anne Cromley.

19 THE COURT: Good afternoon,
20 Miss Cromley.

21 THE WITNESS: Good
22 afternoon, Your Honor.

23 THE COURT: Would you move
24 to the desk.

1 THE WITNESS: (Witness
2 complies.)

3 THE COURT: Before you sit
4 down, will you raise your right hand.

5 THE WITNESS: (Witness
6 complies.)

7 THE COURT: Do you solemnly
8 swear that the testimony you're about
9 to give will be the truth, the whole
10 truth and nothing but the truth so far
11 as you know?

12 THE WITNESS: I do.

13 THE COURT: Go ahead,
14 Mr. Farinas.

15 MR. FARINAS: Thank you.

16 * * *

17 DIRECT EXAMINATION

18 * * *

19 BY MR. FARINAS:

20 Q. Miss Cromley, for the record can you
21 spell your name and provide your business
22 address?

23 A. Yes. My first name is Anne
24 Marie, two words, A-N-N-E, M-A-R-I-E, Teresa,

1 T-E-R-E-S-A, last name is Cromley,
2 C-R-O-M-L-E-Y.

3 Q. Do you work for PGW?

4 A. Yes, I do.

5 Q. What is your title?

6 A. Senior customer review unit
7 officer.

8 Q. As a senior customer review unit
9 officer, what do your duties entail?

10 A. My duties entail
11 investigating and resolving informal and formal
12 complaints from the PUC and also from the
13 customers.

14 Q. Did you investigate the complaint
15 filed by Miss Simms that we're discussing today?

16 A. Yes, I did.

17 MR. FARINAS: At this time
18 I'd like to distribute a document that
19 I have marked as PGW Exhibit-1. It is
20 a multi-page document.

21 THE COURT: Okay. It may be
22 marked as PGW Exhibit-1.

23 BY MR. FARINAS:

24 Q. Miss Cromley, did you prepare this

1 document?

2 A. Yes, I did.

3 Q. Can you describe what the document
4 shows us?

5 A. The --

6 Q. What is the document?

7 A. It's a history request of
8 the account.

9 Q. What kind of information does it have
10 on it?

11 A. It states the bills, time
12 period for the bills, the payments, any
13 transactions that have occurred with the
14 account.

15 Q. Can you generally describe the type of
16 account Miss Simms has?

17 A. It is what is called a rate
18 one account, which is a nonheating account.
19 Appliances would be either a gas range or a
20 water heater. Based on the actual current bills
21 it reflects a range, a cook gas range, yes.

22 Q. Is there an automatic meter reading
23 device at the property?

24 A. Yes, there is.

1 Q. Can you tell us how long it has been
2 installed in the service address, roughly?

3 A. Roughly, I would say since
4 at least 1997.

5 Q. Has Miss Simms received bills based
6 upon actual meter readings since then?

7 A. Yes -- well, no, we did have
8 estimates, which meant the AMR wasn't reading,
9 and then she did get a high bill. The bill was
10 adjusted once we did get into the property and
11 adjusted the AMR.

12 Q. When did that occur?

13 A. Let's see. In or around
14 April of 2000. Since then she has had actual
15 readings through the AMR and actual bills since
16 2000.

17 Q. What is her current balance?

18 A. The current account balance,
19 which is on this exhibit, Your Honor, page
20 seven, if you would like to follow with me at
21 the bottom of the page, as of 3/26 of 2004, Miss
22 Simms' account balance is \$1,121.87. That's at
23 the bottom of the page on the last page.

24 THE COURT: I saw that.

1 That's dated March 26th. There will
2 probably be another bill coming out
3 soon.

4 THE WITNESS: Yes.

5 MR. FARINAS: If I may, I
6 would like to now distribute a
7 document that we have marked as PGW
8 Exhibit-2. It was marked 3. I would
9 like to mark it as 2.

10 THE COURT: It may be marked
11 as PGW-2.

12 BY MR. FARINAS:

13 Q. Miss Cromley, do you have that
14 document in front of you?

15 A. Yes, I do.

16 Q. Did you prepare it?

17 A. Yes, I did.

18 Q. Can you describe what it is?

19 A. This is a document that
20 shows a payment history with the customer, Miss
21 Simms. What it shows is the last payment from
22 Miss Simms was June 26th of 2000 in the amount
23 of \$18. I can't see these numbers too good in
24 here.

1 THE COURT: I'm sorry. We
2 do have some lights out.

3 THE WITNESS: Is that 18 or
4 16?

5 THE COURT: It's 18.

6 THE WITNESS: Eighteen.
7 Prior to that, prior to June 26th of
8 2000, Miss Simms does make payments
9 periodically over the years. If you
10 look down, you'll see in '97, you'll
11 see '98, '99. Then in 2000 she makes
12 those three payments and then she
13 stopped paying the bill.

14 I actually met with Miss
15 Simms to discuss the property and the
16 payments, and could explain that to no
17 avail.

18 MR. FARINAS: Finally, Your
19 Honor, I would have marked a document
20 as PGW Exhibit-3.

21 THE COURT: It may be so
22 marked.

23 BY MR. FARINAS:

24 Q. Miss Cromley, did you prepare this

1 document?

2 A. Yes, I did.

3 Q. Can you describe what it is and review
4 the relevant portions of it?

5 A. This is the contacts that
6 the customer has had with PGW, contacts for the
7 account. What I would like to state here is
8 that the decision for the informal complaint,
9 informal complaint from the Bureau of Consumer
10 Services, did state that Miss Simms was
11 responsible for the bill and that she could go
12 on an agreement.

13 THE COURT: Where is that?

14 THE WITNESS: It's 11/21 of
15 2003, Your Honor.

16 THE COURT: It's on the
17 first page, then?

18 THE WITNESS: Yes.

19 THE COURT: The fourth entry
20 down?

21 THE WITNESS: Yes. That's
22 the answer. If you look at the next
23 page of the document, Your Honor, on
24 4/16 of 2003, PUC Decision, customer

1 to pay \$20 a month toward your arrears
2 plus current bill. PGW to waive late
3 paying charges. There has been no
4 response from Miss Simms since then.
5 She has not made any payments or had
6 any agreements.

7 THE COURT: What is it that
8 PGW would want from Miss Simms going
9 forward?

10 THE WITNESS: We would like
11 Miss Simms to pay the bill in full or
12 enter into some type of payment
13 arrangement where she would make
14 monthly payments.

15 THE COURT: The bill in full
16 is \$1,121.87?

17 THE WITNESS: That's
18 correct, Your Honor.

19 THE COURT: The arrangement
20 that you would like would be what was
21 ordered by the Bureau of Consumer
22 Services Commission on 4/16/2003?

23 THE WITNESS: That's
24 correct.

1 MR. FARINAS: Your Honor, if
2 I may, we could not locate the Bureau
3 of Consumer Services' decision.
4 Excuse me. If you agree to do so, I
5 will forward a copy and file it as a
6 late filed exhibit.

7 THE COURT: I would
8 appreciate that. You'll send a copy
9 of it to Miss Simms?

10 MR. FARINAS: Yes, I will.

11 THE COURT: So, you want to
12 move to admit?

13 MR. FARINAS: I would
14 request that PGW-1, 2 and 3 be
15 admitted into the record.

16 THE COURT: Okay.

17 MS. SIMMS: May I say
18 something?

19 THE COURT: Yes.

20 MS. SIMMS: This is all
21 extortion and fraud. I got a cook
22 stove. There is no way in the world I
23 could owe as much money as you say I
24 owe for just a cook stove. We don't

1 even cook anymore. My husband makes
2 sandwiches.

3 THE COURT: So, you think --

4 MS. SIMMS: And we eat
5 cereal.

6 THE COURT: You think
7 they're inaccurate?

8 MS. SIMMS: Yes.

9 THE COURT: Does that
10 include the history of your payments,
11 PGW-2?

12 MS. SIMMS: Well, I admit I
13 haven't paid since 2000.

14 THE COURT: This is an
15 exhibit that says you have paid up to
16 2000. Do you object to that one?

17 MS. SIMMS: The reason why I
18 paid that is because I wanted to keep
19 the utilities on.

20 THE COURT: But the fact is
21 that you think this is accurate, this
22 list of your payments?

23 MS. SIMMS: Yes.

24 THE COURT: Well, I'm going

1 to admit that one, because you don't
2 object. The other one -- the next one
3 is PGW-3, which has -- shows a listing
4 of contacts with you. Do you object
5 to that?

6 MS. SIMMS: To 3?

7 THE COURT: Yes.

8 MS. SIMMS: Yes, I object.

9 THE COURT: Why?

10 MS. SIMMS: I never even
11 paid that much to have all the
12 utilities. I mean every appliance in
13 my house is working.

14 THE COURT: Okay. But this
15 is not about the bill. It just shows
16 their record of how many times you
17 contacted them beginning in 2000 and
18 going -- well, actually, beginning in
19 2003 and going forward to 2004. It's
20 not about the bill. It's about your
21 contacts with them.

22 MS. SIMMS: Why at this late
23 date since I retired at 65? I'm 72
24 now. I never had such, you know, in

1 the last couple years than I had with
2 the Gas Works. I don't have any --
3 it's nobody there but me and my
4 husband and an older daughter.

5 THE COURT: Okay. Excuse
6 me. I'll admit 3.

7 Now, the one that you really
8 object to is 1, because it has all of
9 the bills and -- the payments not so
10 much, but the bills. It does show
11 payments, I believe, beginning in
12 1996. This is what you called what?
13 Was it fraud and --

14 MS. SIMMS: Extortion.

15 MR. FARINAS: Your Honor, I
16 object to that characterization.

17 THE COURT: I note your
18 objection. I am going to admit this
19 document despite your objections to
20 it. It does contain a lot of
21 information on it. Some of it is
22 positive to you, because it shows your
23 payments. On the first page
24 everything in parenthesis is a

1 payment. That will continue onwards.
2 So, 1 is also admitted.

3 I would like to ask, are you
4 finished with Miss Cromley?

5 MR. FARINAS: Actually, I
6 believe you let Miss Simms ask her a
7 question. I was finished. That's why
8 I moved these into the record.

9 THE COURT: I do have some
10 questions I want to ask Miss Simms.
11 Do you have questions you want to ask
12 of this witness? Do you want to wait
13 and let me ask some and then you can
14 see if you have some?

15 MS. SIMMS: Go ahead.

16 THE COURT: Okay. Now,
17 although I've admitted PGW Exhibit-3,
18 it seems to me that -- off the record.

19 * * *

20 (Whereupon, a discussion was
21 held off the record.)

22 * * *

23 THE COURT: PGW Exhibit-3
24 only goes back to 2000. Miss Simms

1 has described a series of contacts
2 with PGW, including the purchase of
3 two appliances, and going into the
4 office before this begins.

5 Now, I understand that you
6 have records kept in what you call a
7 Legacy system. I don't know if you
8 have any other records of contacts
9 there. All I want to say is that this
10 is incomplete. I'm admitting it for
11 what it shows. It may have other
12 implications on it. But in any event,
13 it's in.

14 Now, the payments go back to
15 1997 and go up to June of 2000. There
16 are no bills shown on this. However,
17 if I can look at PGW-1, which shows
18 both bills and payments and a running
19 balance, which I appreciate very much
20 -- I believe it has a running
21 balance. Am I right about that?

22 THE WITNESS: Yes.

23 THE COURT: So I can follow
24 along. But one of my problems is you

1 said she got a large bill at one
2 point.

3 THE WITNESS: Yes, Your
4 Honor.

5 THE COURT: That was
6 adjusted?

7 THE WITNESS: Yes.

8 THE COURT: And what date
9 was that bill?

10 THE WITNESS: February 29th
11 of 2000. You'll see it on page three
12 of seven, Your Honor.

13 THE COURT: Okay. So, the
14 large bill was?

15 THE WITNESS: \$2,977.59.

16 THE COURT: I'm having
17 trouble finding it. There it is. It
18 was adjusted by how much? Is that the
19 reduction down to \$2,527? Is that the
20 adjustment you're talking about?

21 THE WITNESS: Bear with me.
22 If you follow the transaction, which
23 is page three, you see that it starts,
24 Bill cancellation.

1 THE COURT: I'm on page four
2 of seven.

3 THE WITNESS: That's where
4 I'm going. I'm following it down.

5 THE COURT: What I see is on
6 3/29/2000 there is a bill in the
7 amount of \$3,162.55. Then it shows
8 that that bill was cancelled on April
9 26th of 2000.

10 THE WITNESS: Right.

11 THE COURT: In the Current
12 Balance column, the balance of
13 \$3,162.55, which is different than the
14 amount you show there. Then it goes
15 down to \$2,000. I don't understand
16 how it got from \$3,162.55 to \$2,543 if
17 you cancelled the whole bill of
18 \$3,162.

19 THE WITNESS: That's why I
20 said, Your Honor, I'm trying to follow
21 it. There is a lot of transactions
22 here. Also, it continues on the next
23 page. Sometimes with the bill -- when
24 you have to rebill, sometimes it's

1 double and triple the way that it
2 looks in paper form. So, it's not --
3 it wasn't finished yet being rebilled
4 and it continues over into page five.

5 THE COURT: Are you telling
6 me that the end result of the
7 rebillings and the cancelled bills
8 shows up on 10/25/2002 where it says
9 \$276.45?

10 THE WITNESS: Yes, Your
11 Honor. If you follow that down,
12 you'll see 11/24/2000. The bill from
13 10/25 to 11/24. It's in the amount of
14 \$276. That includes the next bill
15 after all the adjustments and
16 everything was recalculated. Then you
17 have your running total of actual
18 readings and actual bills added each
19 month.

20 THE COURT: So, the balance
21 that we're looking at now began
22 essentially on the bill for 10/25/2000
23 to 11/24/2000?

24 THE WITNESS: Yes, Your

1 Honor.

2 THE COURT: The bills in
3 that time period, \$26.31 and \$24.23
4 and so on, and then there is a late
5 payment charge added in. But the
6 bills are quite small; is that
7 correct?

8 THE WITNESS: Yes, Your
9 Honor.

10 THE COURT: Can you explain
11 to Mrs. Simms what components there
12 are on the bill other than her usage?
13 It says customer charge. I don't know
14 how much is during that period. There
15 is the purchase gas plus charge and
16 what we call a commodity charge, which
17 is her current usage. That may be
18 wrong in terms of what you put on the
19 bill. But could you explain to her
20 about that portion of her bill?

21 THE WITNESS: Miss Simms?

22 MS. SIMMS: Yes.

23 THE WITNESS: Okay. If we
24 look at -- let's look at page seven of

1 this exhibit. Page seven of seven,
2 which is the last page. Seven of
3 seven.

4 MS. SIMMS: Yeah.

5 THE WITNESS: Let's look at
6 the bottom of the page for the bill
7 all the way at the bottom of the
8 page. Left-hand column it gives you
9 the date. It says 3/26 of 2004. It
10 says received a bill for \$20.22. If
11 you follow the bottom column that I'm
12 talking about all the way at the
13 bottom of the page, if you follow it
14 over to your right, follow it all the
15 way over, the column next to the last
16 column where there is the number ten,
17 it's your usage column.

18 MS. SIMMS: Yes.

19 THE WITNESS: That's ten
20 CCFs of gas that you've used. So,
21 that's what you've used for the month
22 with your stove. Ten CCFs of gas,
23 which isn't even a half of a CCF,
24 which is cubic feet per day, for even

1 a day. But what you're charged for
2 that ten cubic feet of gas is \$20.22.
3 Within the \$20 charge is a \$12 service
4 charge. It's just to have the gas
5 coming into your house.

6 Then you have all the other
7 components is what makes up what that
8 ten cubic feet of gas costs you.
9 There is a commodity charge. This is
10 what the price of the gas is now.
11 There is a distribution charge, what
12 it costs to have the gas come into
13 your house.

14 Do you understand what I'm
15 saying?

16 MS. SIMMS: I hear you.

17 THE WITNESS: So, you're
18 only really using ten cubic feet of
19 gas, but it costs you \$20.22 to use
20 that stove for the month.

21 THE COURT: Okay. And at
22 least \$12 of that is a fixed charge,
23 which is paying for the facilities to
24 serve her?

1 THE WITNESS: Yes.

2 THE COURT: So, that gets
3 the bill down to \$8.22.

4 THE WITNESS: Yes.

5 THE COURT: And that
6 includes some of those other charges?

7 THE WITNESS: Yes.

8 THE COURT: But basically
9 her usage for the stove is only
10 costing her \$8.00 a month?

11 THE WITNESS: That is
12 correct.

13 THE COURT: That would be
14 true basically for all of these
15 billing amounts. There is always a
16 customer charge. It's not always
17 \$12.

18 THE WITNESS: No.

19 THE COURT: One of the
20 problems is that we don't have the
21 actual bills here. Did you bring any
22 bills with you?

23 MS. SIMMS: No. I told you
24 I grabbed the wrong bag.

1 THE COURT: Yes, you did
2 tell me. I'm sorry. Because we could
3 make copies of them for the record.

4 But I don't know if you can
5 tell me, Miss Cromley, what were the
6 dates the customer charge changed?

7 MS. SIMMS: Here is one from
8 1996. That was stuck in here. It's
9 what I put down for --

10 THE COURT: Let me see that,
11 please, and thank you. Gas deposit
12 works. It's not an actual bill.

13 MS. SIMMS: I think I had a
14 deposit for turning on something,
15 turning on and off.

16 THE COURT: Gas deposit
17 agreement \$28, total deposit. Second
18 payment. This is an actual payment
19 agreement from 1996, which doesn't
20 show what I was interested in showing,
21 which is the customer charge.

22 MR. FARINAS: Your Honor, I
23 can have those dates. The most recent
24 price was \$8.00 up to, I think, the

1 year 2000.

2 THE COURT: If you could
3 provide those dates when you provide
4 the BCS decision?

5 MR. FARINAS: Sure.

6 THE COURT: I would
7 appreciate it.

8 Now, I also note on here
9 someplace -- if you could help me find
10 it, Miss Cromley, I would appreciate
11 it. But you noted that they waived
12 the late payment charges. Oh, there
13 it is. 5/14/2003.

14 THE WITNESS: Yes.

15 THE COURT: So, those were
16 the payments charges from when to
17 when?

18 THE WITNESS: If you go back
19 to page six, Your Honor, there was
20 also a set of late payment charges
21 waived at that time based on the
22 rebill. So, they would go from that
23 time period, 10/17 of 2001 on up to
24 5/14/2003.

1 THE COURT: Since then you
2 have not charged her any late payment
3 charges; is that correct?

4 THE WITNESS: Okay. I think
5 I see one, two there. Maybe two or
6 three.

7 THE COURT: But after the
8 informal complaint you should not have
9 charged her any?

10 THE WITNESS: No, no.

11 THE COURT: Now, I'm back
12 again on page seven. Do you see the
13 late payment charge waiver of
14 5/14/2003?

15 THE WITNESS: Yes.

16 THE COURT: Of \$182. Then
17 further down I see transfer amounts.
18 11/15/2004 you transferred in or out?

19 THE WITNESS: Okay. If you
20 look to the right of the current
21 balance, the exact figure you're
22 looking at is -- what happens is if
23 the customer calls in or we get an
24 informal complaint, any type of thing

1 dealing with the bill, then they'll
2 transfer the bill and put it in a high
3 bill dispute. It just sits in another
4 category so that the customer actually
5 has a running balance, which includes
6 that, but it's actually separated.
7 It's taken out. Then it's transferred
8 back in whenever whatever transfers
9 when it's resolved.

10 MR. FARINAS: Miss Cromley,
11 are you saying -- is it your testimony
12 that the transfer in and out of these
13 amounts is a way of isolating the
14 disputed amount so it does not affect
15 the current bill?

16 THE WITNESS: Yes.

17 THE COURT: You're really
18 not supposed to testify.

19 MR. FARINAS: I understand.

20 THE COURT: That is what we
21 would call a really leading question.

22 MR. FARINAS: I understand.

23 THE WITNESS: So, as you can
24 see, Your Honor, there is another

1 transaction, 3/16 of '02, in the
2 transfer.

3 THE COURT: I see it. So,
4 it was transferred out on November
5 14th and transferred back in March
6 16th. That's because you felt you
7 didn't need to isolate it anymore?

8 THE WITNESS: Yes.

9 THE COURT: That was because
10 of what?

11 THE WITNESS: I would have
12 to -- that may have been the decision
13 at the time the account was worked
14 on. I'm not looking at the contact
15 screen right now, Your Honor, to see
16 what --

17 THE COURT: Okay. That may
18 be true of other transfers in and out
19 on this chart?

20 THE WITNESS: That is
21 correct.

22 THE COURT: How many
23 informal complaints, to your
24 knowledge, has Miss Simms filed with

1 Public Utility Commission?

2 THE WITNESS: I know of at
3 least one. I can look through these.
4 I see one -- the one in 2001.

5 THE COURT: I see --

6 THE WITNESS: I believe I
7 see another one, Your Honor, in 2003.

8 THE COURT: That would be
9 the one that's before the Commission
10 now, precedes this.

11 THE WITNESS: Yes, yes.

12 THE COURT: She also stated
13 she filed a complaint with the Gas
14 Commission.

15 THE WITNESS: Yeah.

16 THE COURT: Do you have any
17 record of that?

18 THE WITNESS: It may be in
19 the Legacy system, Your Honor.

20 THE COURT: We don't know
21 what the decision was from the Gas
22 Commission? I'm looking at both you
23 and Mrs. Simms. Do you remember
24 getting a decision from the Gas

1 Commission?

2 MS. SIMMS: Well, they wrote
3 me a letter and they told me disregard
4 the bill. I would have to pay
5 something on, like, an agreement.

6 THE COURT: Like that?

7 MS. SIMMS: Something like
8 this. I wouldn't say it was this
9 one. But then I took my deed and
10 stuff down to Broad and Erie. Then
11 after I got the stove I wasn't paying
12 anything. I was only paying for my
13 utilities -- I mean only paying for my
14 appliances. That's all. I wasn't
15 paying no gas bill until lately. I
16 mean that's when they start billing
17 me. Otherwise, as long as I'm paying
18 for my appliances, you know, giving
19 money to them, I wasn't getting any
20 bill.

21 THE COURT: I understand.

22 THE WITNESS: Your Honor, I
23 can check that, if you would like. I
24 can see how far back I could go in the

1 Legacy system. There are -- sometimes
2 there are still contacts there. There
3 may be some. I could check.

4 THE COURT: Because I think
5 -- please forgive me, Miss Simms.
6 But I think at least part of what has
7 happened here is that she confused the
8 payments on the appliances with the
9 payments for gas. That's why she's
10 saying, even after I paid it off they
11 continued billing me for my
12 appliances, if you follow me.

13 I think there is a definite
14 confusion between those two things.
15 She bought two appliances from you.
16 I'm not sure if the Legacy system will
17 go that far back.

18 Obviously, Miss Simms'
19 complaints go back many years. It's
20 going to be very hard for me,
21 Mrs. Simms, to try and get all that
22 evidence together. I will do my best
23 when I get the transcript.

24 Before we get to that, do

1 you have questions of this witness?

2 MS. SIMMS: It has nothing
3 to do with her. I mean she works for
4 the Gas Works.

5 THE COURT: She does.

6 MS. SIMMS: I don't have any
7 problems with the gas, only the
8 billing. The billing -- you not doing
9 the billing. You just reading out
10 what it is. I don't know who is doing
11 the billing. To me that's what it --
12 that's what it is down to, who is
13 doing the actual billing to me,
14 Lucille Simms.

15 When I started going to
16 school and started using my maiden --
17 My first name is Ella -- that's where
18 all this stuff started.

19 THE COURT: Can you explain
20 to her who is doing the billing?

21 MS. SIMMS: I would like to
22 change my -- Ella back to Lucille
23 Simms. I asked somebody. They said,
24 you can't do that. Why can't I do

1 it? I wasn't getting so harassed as
2 using Ella Simms as Lucille Simms.

3 THE COURT: Do you want to
4 answer that as well?

5 THE WITNESS: Miss Simms,
6 PGW sends all their customers that use
7 gas a bill every month. Now, we do
8 have the gas service coming into your
9 property. When you light your stove
10 or turn your oven on, it would not go
11 on unless you had gas coming through.

12 We send you a bill because
13 of that gas. You use it and PGW
14 charges you for the use of that gas.
15 We're not talking about the range that
16 you bought years ago. We're not
17 talking about if you bought a water
18 heater at one time from PGW.

19 If you purchased the range,
20 if you bought that at the gas company,
21 you bought that to put it into your
22 house so that you could cook on that
23 range. And it was a gas range. What
24 makes a gas range work is the gas

1 itself, the service.

2 THE COURT: I don't think
3 that was really her question. If I
4 understand her question, she's saying
5 who makes up the bill? Where does it
6 come from?

7 THE WITNESS: The
8 Philadelphia Gas Works billing
9 department.

10 THE COURT: You have an
11 automatic meter reader on her meter?

12 THE WITNESS: Yes.

13 THE COURT: When they take a
14 reading every month with this
15 machine --

16 MS. SIMMS: I --

17 THE COURT: Wait until I
18 finish.

19 That reading goes into the
20 computer and the computer makes up a
21 bill for you. Now, that's probably
22 why someone was talking to you about
23 clearing the computer. Probably, I'm
24 just speculating what they were

1 talking about clearing, was any charge
2 for the appliances.

3 But the bill that you get
4 really comes from PGW's computer and
5 it's based on that automatic meter
6 reading. So, it's not manually
7 billed. There is not a person who
8 makes up your bill like it used to
9 be.

10 Do you have anything to add
11 to that, Miss Cromley?

12 THE WITNESS: No.

13 MS. SIMMS: Before you
14 installed that automatic device I had
15 told the guy. The guy knocked on my
16 door. He said he wanted to install
17 stuff in there. So, I said no, I
18 didn't want nothing new installed in
19 my house. He said, Okay. He went on
20 other places.

21 Evidently he met my husband
22 and my husband sent him back and he
23 put this little device on there. It's
24 been trouble ever since. It can't get

1 straightened out. That's why I say
2 someone have to know something,
3 because they keep sending me these
4 bills. Even though I try to get it
5 straightened out, it don't get
6 straightened out --

7 THE COURT: Well, it won't
8 get -- excuse me.

9 It won't get straightened
10 out because it's not true that you're
11 supposed to be getting free gas.
12 That's what you're trying to get
13 straightened out.

14 I don't know -- what date
15 was the AMR device installed? Can you
16 tell from PGW-1?

17 THE WITNESS: I believe the
18 contact screen shows a contact, Your
19 Honor --

20 THE COURT: PGW-1?

21 THE WITNESS: Yes -- where
22 we were trying to get in to do the
23 maintenance on the AMR.

24 THE COURT: If you were

1 doing maintenance on it, then it had
2 already been installed?

3 THE WITNESS: Yes. It was
4 in there since 1989.

5 THE COURT: Then it was --
6 there was maintenance work on it since
7 1989. All right.

8 When you look at PGW-1,
9 there is a column on there that says
10 read code. See if you look on the
11 first page there is a lot of Ys. Do
12 you see those?

13 MS. SIMMS: It's so many
14 different --

15 THE COURT: I know it's
16 confusing. But wherever there is a Y
17 in that column that means they did an
18 estimated reading. So, they show that
19 they did an actual reading at your
20 house on December 27th of 1997 on that
21 first page. Then there are three
22 estimated readings and then there is
23 another actual reading, on April 29th
24 of 1998. Am I stating this

1 correctly?

2 THE WITNESS: Yes, Your
3 Honor.

4 THE COURT: So, there are
5 many, many Ys on there. But are you
6 sure that you're telling me the AMR
7 went in there in 1989? 1999 maybe.

8 MR. FARINAS: Your Honor, we
9 would like to verify that.

10 THE COURT: To my knowledge,
11 PGW wasn't installing AMRs in 1989.

12 MR. FARINAS: They were
13 beginning to be discussed and approved
14 at the Gas Commission.

15 THE COURT: At that time.

16 MR. FARINAS: If I may
17 verify that.

18 THE COURT: Other case
19 witnesses have testified before me
20 when they started AMRs and it was much
21 more recently than 1989.

22 THE WITNESS: Sorry, Your
23 Honor. It's 1999.

24 THE COURT: We all make

1 misstatements from time to time. I'm
2 just trying to get them correct for
3 the record. I'm not trying to be
4 critical. I'm just trying to get it
5 straight.

6 But, anyway, it looks like
7 beginning in 2000 most of those meter
8 readings are Rs. That usually means
9 automatic readings, although there are
10 one or two estimates in there. That's
11 probably why they had to do
12 maintenance. Because there shouldn't
13 be any estimates after an automatic
14 meter reader is installed. I'm sorry
15 for having interrupted you again.

16 Do you have more questions
17 of this witness?

18 MS. SIMMS: Yes.

19 THE COURT: Please go on.

20 * * *

21 CROSS-EXAMINATION

22 * * *

23 BY MS. SIMMS:

24 Q. On three of seven.

1 THE COURT: Page three of
2 seven?

3 MS. SIMMS: Yes.

4 BY MS. SIMMS:

5 Q. It has all these CANB and BSEGON.
6 What is all that for?

7 A. Okay. CANB is a cancelled
8 bill. BILL is the bill. LPC is a late payment
9 charge. BSEGON --

10 THE COURT: That's GCN,
11 isn't it?

12 THE WITNESS: Thank you.
13 Bill cancellation. Cancelled bill.
14 It's just different language that the
15 computer uses to show a transaction.

16 THE COURT: So, the CN there
17 stands there for cancelled. What does
18 the BSEG stand for?

19 THE WITNESS: Okay. If you
20 see, Your Honor, it's almost like
21 backing it out. In order to do the
22 transactions with the computer system,
23 you kind of have to do two and three
24 steps. You have to put it in. You

1 have to cancel it. You have to take
2 it out. Then you have to rebill.

3 THE COURT: Those are the
4 iterations of the computer?

5 THE WITNESS: Yes.

6 THE COURT: I can understand
7 why you're confused, Miss Simms. So
8 am I.

9 MR. FARINAS: Your Honor, I
10 do have a listing, which I will send
11 of 158 codes, which you will need just
12 a few. A listing does exist.

13 THE COURT: I appreciate
14 that, but we don't need 158 codes,
15 which will probably be confusing us
16 once again. It would be nice to have
17 the part of that list that gives the
18 codes that are used in this chart.

19 MR. FARINAS: I will provide
20 you with that.

21 THE COURT: Which also has
22 abbreviations on it. Okay.

23 So, before I go back to Miss
24 Simms, let's go over what you're going

1 to send me.

2 MR. FARINAS: The BCS
3 decision, the dates of the change and
4 the customer charges.

5 THE COURT: And the amounts,
6 I guess.

7 MR. FARINAS: And the
8 amounts. Whether or not there was a
9 history or the history of complaints
10 filed with the Philadelphia Gas
11 Commission, verifying the dates of the
12 installation of the AMR at the
13 property and the relevant definitions
14 to the abbreviations used in PGW
15 Exhibit-1.

16 THE COURT: Do you have
17 more questions, Mrs. Simms?

18 MS. SIMMS: All this
19 computer stuff. I never liked the
20 computer anyway. I just don't go
21 along with it.

22 THE COURT: It can be
23 confusing.

24 MS. SIMMS: I took a

1 computer course in computer math. I
2 knew it was cheating people. So, I
3 didn't go into it, because I didn't
4 want to be cheated and I didn't want
5 to cheat anyone. I just dropped it
6 altogether.

7 THE COURT: Okay. It's
8 admirable that you at least tried to
9 learn.

10 Do you have any questions
11 for this witness?

12 MS. SIMMS: Well, just that
13 I'm retired from work and I just don't
14 want to be bothered with someone
15 knocking on my door saying they turned
16 my gas off and I got a cook stove.

17 THE COURT: That's not a
18 question. That's a statement.

19 MS. SIMMS: It involves me
20 being here at the PUC. I mean, you're
21 there and you do good work. I don't
22 doubt that.

23 THE COURT: Thank you.

24 MS. SIMMS: But even -- see,

1 this gentleman and lady here, these
2 are the last ones I talked with. But
3 the ones before I talked with in the
4 office, they was good. This was the
5 first time I came here.

6 THE COURT: Well,
7 unfortunately, you can't tell us the
8 names and dates of those
9 conversations. It does -- it does
10 sound confusing to me that they would
11 tell you not to pay your bill. It
12 does confuse me. I understand that's
13 what you heard, and that you're
14 telling us the truth as you heard it.

15 MS. SIMMS: Electronic
16 transcript of me being told not to
17 pay, you know, since all I got is a
18 cook stove. It's a free easement.

19 THE COURT: Okay. Do you
20 have any redirect, Mr. Farinas?

21 MR. FARINAS: I have no
22 redirect, Your Honor.

23 THE COURT: You can be
24 excused, Miss Cromley. Thank you very

1 much.

2 THE WITNESS: You're
3 welcome. Thank you, Your Honor.

4 THE COURT: Now, you've said
5 a lot throughout the hearing. But
6 this is your chance to give any final
7 testimony you want to give. Do you
8 want to give any additional testimony
9 summing up any misunderstandings that
10 have been created by questions or any
11 additional information?

12 MS. SIMMS: Well, all I got
13 is a cook stove now.

14 THE COURT: You've told us
15 that before.

16 MS. SIMMS: Raising six
17 children and relatives in that house,
18 and all there now I have is my
19 husband. We don't cook hardly. Pay
20 so much money for nothing. Can't take
21 the gas off. The gas just stay
22 there. I might just move myself.

23 THE COURT: You can
24 substitute electric for gas.

1 MS. SIMMS: I'm used to
2 gas.

3 THE COURT: I understand.

4 MS. SIMMS: And electric
5 tends to overcook your food. It
6 burns.

7 THE COURT: It does. It's a
8 whole different system. Okay. So,
9 would that be your final testimony?

10 MS. SIMMS: Yes. My husband
11 going to put me out, anyway.

12 THE COURT: He can't do
13 that. Well, I don't want to make any
14 statements. But I don't think he can
15 do that, anyway.

16 I'm not going to close the
17 record today, because I will wait for
18 the exhibits, which Mr. Farinas is
19 going to submit. Please submit them.
20 Mark your exhibits.

21 MR. FARINAS: Yes, Your
22 Honor.

23 THE COURT: Miss Simms, if
24 you want to, when you receive these

1 exhibits, you can have a further
2 hearing.

3 MS. SIMMS: Okay.

4 THE COURT: But you'll have
5 to request it in writing. Let's hope
6 that Mr. Farinas can get the exhibits
7 to us within the next ten days.

8 MR. FARINAS: Yes, Your
9 Honor.

10 THE COURT: After you
11 receive them, then you can call, or
12 preferably write in, and ask for a
13 hearing on those exhibits. I am going
14 to admit them to the record, because I
15 asked for them and I think they will
16 help clarify it, at least for me. I
17 hope they will help clarify it for
18 you.

19 So, unless you have any
20 further statements you want to make?

21 MR. FARINAS: Nothing
22 further.

23 THE COURT: Then I'm going
24 to adjourn for today and hold the

1 record open and wait for what he is
2 going to send me.

3 And if you, Miss Simms,
4 would like to make copies of your
5 bills and send them in, you can do
6 that.

7 MS. SIMMS: Okay.

8 THE COURT: So, is there
9 anything else?

10 MR. FARINAS: I have nothing
11 further.

12 THE COURT: Do you have
13 anything else you want to do today,
14 Miss Simms?

15 MS. SIMMS: No, I do not.

16 THE COURT: We thank you all
17 very much for your patience. Miss
18 Simms and I will both receive the
19 exhibits. We'll probably hear from
20 her. We are adjourned for today.

21 (Hearing concluded at 4:00
22 p.m.)

23 * * *

24

CERTIFICATE

1
2
3 I hereby certify, as the stenographic
4 reporter, the foregoing proceedings were
5 reported stenographically by me, and thereafter
6 reduced to typewriting by me or under my
7 direction; and that this transcript is a true
8 and accurate record to the best of my ability.

Precision Reporting

9 By: *Diana M. Wasnick*
10 Diana M. Wasnick

11
12 The foregoing certification of this
13 transcript does not apply to any reproduction of
14 the same by any means unless under the direct
15 control and/or supervision of the certifying
16 reporter.

17
18 Diana M. Wasnick
19 Precision Reporting
20 230 South Broad Street - 11th Floor
21 Philadelphia, PA 19102
22
23
24