



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

Danielle Leva, Paralegal
Legal Department
Direct Dial: 215-684-6862
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June 9, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: SBG Management Services, Inc v. PGW, Docket No. C – 2012 – 2304183, C – 2012 – 2304215, C – 2012 – 2304324, C – 2012 – 2304167, C – 2012 – 2304303, C – 2012 – 2308454, C – 2012 – 2308462, C – 2012 – 2308465, and C – 2012 – 2334253

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §1.12 and 5.342(d)(1), the Philadelphia Gas Works ("PGW") hereby files its objection to the Complainants' Discovery Requests: Interrogatories and Requests for Production of Documents, Set III.

If additional information is required, please do not hesitate to contact the undersigned. Thank you for your assistance in the matter.

Sincerely,

A handwritten signature in cursive script that reads 'Danielle Leva'.
Danielle Leva

Enclosure

cc: Administrative Law Judge Eranda Vero (email)
Francine Thornton Boone, Esq. (email)
Mr. Philip Pulley (email)
Ms. Kathy Treadwell (email)
Anne Marie Cromley (PGW Mail)
Linda Pereira (PGW Mail)

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JUN 09 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SBG Management Services, Inc. / :
Colonial Garden Realty, LP, :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

SBG Management Services, Inc. / :
Fairmount Realty, :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

SBG Management Services, Inc. / :
Simon Gardens Realty, LP, :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

SBG Management Services, Inc. / :
EIRae Garden Realty, LP, :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

SBG Management Services, Inc. / :
Marshall Square Realty, LP, :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

Docket No. C – 2012 – 2304183

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Docket No. C – 2012 – 2304215

Docket No. C – 2012 – 2304324

Docket No. C – 2012 – 2304167

Docket No. C – 2012 – 2304303

**SBG Management Services, Inc. /
Marchwood Realty,** :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

Docket No. C – 2012 – 2308454

**SBG Management Services, Inc. /
Oak Lane Realty Co., LP,** :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

Docket No. C – 2012 – 2308462

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**SBG Management Services, Inc. /
Fern Rock Realty,** :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

Docket No. C – 2012 – 2308465

**SBG Management Services, Inc. /
Colonial Garden Realty, LP,** :
Complainant :

v. :

Philadelphia Gas Works, :
Respondent :

Docket No. C – 2012 – 2334253

**Philadelphia Gas Works'
Objections to the Complainants' Discovery Requests:
Interrogatories and Requests for Production of Documents, Set III**

Pursuant to 52 Pa. Code §§1.12 and 5.342(d)(1), the Philadelphia Gas Works ("PGW") hereby objects timely to the following Interrogatories and Requests for Production of Documents Set III of the Complainants addressed to PGW, that the Complainants, through their counsel have propounded upon PGW in the above captioned matter by letter dated May 28, 2014, a copy of which is attached hereto as Appendix "A," and is incorporated by reference as if fully set forth.

PGW's Objections

Set III, Definitions No. 10, f. and g.

PGW objects to Set III Definition 10, f., which includes in the definition of a request to "identify" a document, seeks the "home addresses", of the present custodian of the original document. (See Appendix "A," p. 11) Consistent with the parties' agreement regarding the provision of home addresses in November 2013, PGW will not provide the home address of the present custodian of any original document falling under this definition of persons who are currently employed by PGW. Further, the Set III, Definition 10, g. requires that PGW provide a summary of the contents of any document identified. This requirement of preparing a summary of documents is burdensome to PGW in the preparation of the discovery responses. The Complainant has the ability to read the documents and prepare summaries of each to categorize for later reference.

Set III, No. 1

PGW objects to Set III discovery request No. 1, which seeks a listing of all persons providing information responding to Set III and seeks specific information including, "alias names", "home addresses", "home telephone numbers" and "age" of those preparing the answers to Set III. (See Appendix "A," p. 14) Consistent with the parties' agreement regarding the provision of home addresses in November 2013, PGW will not provide the home address of any persons responding to the discovery who are currently employed by PGW.

PGW's responses will comply with the requirements of 52 Pa. Code §5.342(2) and will identify the name and position (PGW title) of the person preparing the answer to the request on the answer to each request.

Set II, No. 2

PGW objects to this discovery request on the grounds that it is burdensome as it seeks to have a list recreated that contains all documents contained in the answers to Set III. (See Appendix "A," p, 14) The Complainants may make a list from the

information contained on each of the answers. PGW's responses to these discovery requests will be consistent with the Order on Discovery in these matters dated November 14, 2013. PGW will attach to each answer each relevant document referred to or consulted by PGW in preparation of that answer. (Order on Discovery, dated November 14, 2013, p. 6)

Set III, No. 3

Set III, No. 3 requests that each document "identified and in Respondent's possession..." are produced or made available inspection. PGW objects to this request as it seems redundant to its request in Set II, No. 2. Additionally, the making available of documents in discovery for inspection is governed by 52 Pa. Code §5.349.

Set III, Nos. 4 and 5.

PGW object to these requests to the extent that they may be ambiguous but clearly refer to information that has been provided in PGW's Response to Set II, No. 36. This response contains all information. The requests appear to seek more specific information without identifying it. PGW believes that the information requested provided in its response to Set II, No. 36 contains all information.

Set III, No. 6

PGW objects to this discovery request on the grounds that it required PGW to complete an analysis of the account in a format that serves the Complainant's interests. That is, all information required to discover the answers sought in Set III, No. 6 has been provided in PGW's Response to Set II, No. 36. These are an enhanced version of the statements of accounts. The Complainant need only to review the information to present it in a way that shows the breakout and totals for the categories of Set III, No. 6, particularly Set III, No. 6 c. PGW's responses to this request could point the Complainant toward the relevant information, as PGW's Response to Set II, No. 36 already provides the information. Set III, No. 6 f, however, appears to require PGW to complete the analysis and provide it to the Complainant.

Set III, No. 7

PGW objects to Set II PGW objects to this discovery request on the grounds that it required PGW to complete an analysis of the account in a format that serves the Complainant's interests. That is, all information required to discover the answers sought in Set III, No. 7 has been provided in PGW's Response to Set II, No. 36. PGW has identified the policies which govern the application of late payment charges as they relate to account for which Municipal liens are filed. The Complainant need only to review the information to present it in a way that shows the breakout and totals for the categories of Set III, No. 7, particularly Set III, No. 7 c.

Set II, No. 8

PGW objects to Set III, No. 8 as it seeks information concerning the administration of Municipal Liens in the Philadelphia Court of Common Pleas system. This discovery request seeks copies of court records and documents concerning the liens filed upon the Complainants' properties under the Municipal Lien Act codified as the Municipal Claim and Tax Lien Law Act 153 of 1923, P.L. 207; 53 P.S. 7101. The Commission has long held that such matters are beyond the Commission jurisdiction and as such the discovery of the information sought in Set III, No. 8 is beyond the scope of this matter.

Set III, Nos. 9 and 10

PGW objects to this discovery request on the grounds that it required PGW to complete an analysis of the account in a format that serves the Complainant's interests. That is, all information required to discover the answers sought in Set III, No. 6 has been provided in PGW's Response to Set II, No. 36. These are an enhanced version of the statements of accounts that include a detailed breakdown of late payment charges (interest charge). The Complainants need only to review the information in order to present it in a way that shows the breakout for liens. PGW will provide further information on the periods of service covered by the listing of liens. This will further assist the Complainant in discerning this information.

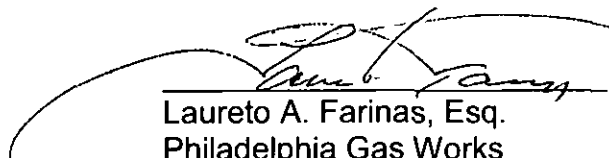
Set III, No. 11

PGW objects to this discovery request on the grounds that it required PGW to complete an analysis of the account in a format that serves the Complainant's interests. That is, all information required to discover the answers sought in Set III, No. 6 has been provided in PGW's Response to Set II, No. 36. These are an enhanced version of the statements of accounts. The Complainant need only to review the information to present it in a way that shows the breakout and totals for the categories of Set III, a through i.

WHEREFORE, for the reasons stated above, PGW respectfully requests that the Commission issue an order sustaining PGW's objections to the Complainants' discovery Set III.

June 9, 2014

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Laureto A. Farinas', is written over a horizontal line. A large, sweeping flourish extends from the left side of the signature across the page.

Laureto A. Farinas, Esq.
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122

SBG Management Services, Inc.

P.O. Box 549 ♦ Abington, PA 19001

☎ Phone 215.938.6665

Fax 215.938.7613

VIA FIRST CLASS MAIL/OVERNIGHT MAIL

May 28, 2013

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED

JUN 09 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


Re: SBG, et al. v. Philadelphia Gas Works (PGW):
Docket Nos. C-2012-2304183, C-2012-2304215; C-2012-2304324;
C-2012-2304167; C-2012-2304303; C-2012-2308454; C-2012-2308462;
C-2012-2308465; and C-2012-2334253.

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is an original and three copies of the Certificate of Service for Complainants' Requests for Production of Documents and Interrogatories, Set III, that have been served upon the Respondent and all active parties, in the above-referenced matters, as of today's date.

If you have any questions or concerns, please contact me on 215-260-4562 or via email at fboone@sbgmanagement.com. Thank you in advance for your time and consideration.

Sincerely yours,


Francine Thornton Boone, Esquire
Counsel for Complainants

cc:

Laureto Farinas, Senior Attorney, Philadelphia Gas Works
Phil Pulley (for Complainant)
Kathy Treadwell (for Complainant)

Francine Thornton Boone, Esquire
SBG Property Management Services, Inc.
P.O. Box 549
Abington, PA 19001
(215) 260 - 4562
fax: (215) 938 - 7613
email: fboone@sbgmanagement.com
Attorney I.D. No. 45118

Attorney for Complainants

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SBG Management Services, Inc. et. :
Complainants :
V. : DOCKET NOs. C-2012-2304183,
: C-2012-2304215; C-2012-2304324;
: C-2012-2304167; C-2012-2304303;
: C-2012-2308454; C-2012-2308462;
: C-2012-2308465; AND C-2012-2334253
: :
Philadelphia Gas Works :
Respondent :

CERTIFICATE OF SERVICE

I, FRANCINE THORNTON BOONE, ESQUIRE, do hereby certify and affirm that I have served the foregoing Complainants' Requests for Production of Documents and Interrogatories Addressed to Respondent Philadelphia Gas Works, Set III, in the above-referenced matter, via First Class, U.S. mail and/or by hand-delivery on this day to all the parties as listed below, in accordance with the requirements of 52 Pa. Code Section 1.54:


Philadelphia Gas Works (PGW)
% Mr. Laureto Farinas, Esquire
Senior Counsel
800 W. Montgomery Avenue, 4th Floor
Philadelphia, PA 19122

For Respondent (First Class U.S. Mail/overnight Mail)

Mr. Phil Pulley and Ms. Kathy Treadwell
SBG Management Services, Inc.
P.O. Box 459, Abington, PA 19001

For Complainants (by hand)

Date: May 28, 2014

BY: 
Francine Thornton Boone, Esquire
(Attorney I.D. No. 45118)
Attorney for Complainant,
SBG Management Services, Inc., et al
702 N. Marshall Street
Philadelphia, PA 19123
T: (215) 260-4562

SBG Management Services, Inc.

P.O. Box 549 ♦ Abington, PA 19001

☎ Phone 215.938.6665

Fax 215.938.7613

VIA FIRST CLASS U.S. MAIL/OVERNIGHT MAIL

May 28, 2014

Laureto Farinas, Esquire
Senior Attorney, Philadelphia Gas Works
800 Montgomery Avenue, 4th Floor
Philadelphia, PA 19122

RECEIVED

JUN 09 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: SBG, et al. v. Philadelphia Gas Works (PGW):
Docket Nos. C-2012-2304183, C-2012-2304215; C-2012-2304324;
C-2012-2304167; C-2012-2304303; C-2012-2308454; C-2012-2308462; C-2012-2308465;
and C-2012-2334253.


Dear Mr. Farinas:

Enclosed please find the Complainant's Requests for Production of Documents and Interrogatories, Set III--that are being served upon the Respondents in the above-referenced matters, as of today's date.

In accordance with the applicable rules, including 52 Pa. Code Sections 5.342(d) and 5.349(d), the interrogatories are to be answered in writing under oath and documents are to be furnished and served in hand upon the undersigned within twenty (20) days after service of these Interrogatories and Requests for Production of Documents, which is the time period prescribed by the applicable statute, for the above-referenced dockets.

If you have any questions or concerns, please contact me on 215-260-4562 or via email at fboone@sbgmanagement.com. Thank you in advance for your time and consideration.

Sincerely yours,


Francine Thornton Boone, Esquire
Counsel for Complainants

cc: Rosemary Chiavetti, Secretary, Pennsylvania Public Utility Commission (w/o attachments)
Phil Pulley (for Complainant)
Kathy Treadwell (for Complainant)

FedEx Package
Express US Airbill

FedEx
Tracking
Number

8047 6068 9860

FedEx
ID No.

0215

1 From Please print and press hard.
Date 05-28-2014 Sender's FedEx Account Number 2393-0506-3

Sender's Name Francine Boone, Esq. Phone (215) 932-6665

Company SBG MANAGEMENT

Address 1095 RYDAL RD # 325

Dist./Floor/Suite/Room

City RYDAL State PA ZIP 19046-1711

2 Your Internal Billing Reference
First 24 characters will appear on invoice.

3 To Recipient's Name Laureta Farinas, Esq. Phone
Senior Attorney - Philadelphia Co. 25

Company PGW-

Address 800 Montgomery Avenue

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dist./Floor/Suite/Room

Address 4th Floor

Use this line for the HOLD location address or for combination of your shipping address.

City Philadelphia State PA ZIP 19122

HOLD Weekday
FedEx location address
REQUIRED. City and State for
FedEx First Overnight.

HOLD Saturday
FedEx location address
REQUIRED. A pickup ONLY if
FedEx Priority Overnight and
FedEx 2Day is selected for service.



4 Express Package Service * To meet insurance requirements, Service order has changed. Please select carefully. Packages up to 150 lbs. For packages over 150 lbs, use the new FedEx Express Freight US Airbill.

FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Priority Overnight
Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

FedEx 2Day A.M.
Second business morning. Saturday Delivery NOT available.

FedEx 2Day
Second business afternoon. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver
Third business day. Saturday Delivery NOT available.

5 Packaging * Declared value limit \$500

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options

SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required
Package may be left without obtaining a signature for delivery.

Direct Signature
Someone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?

One box must be checked.

No

Yes

All per shipper's Declaration.

Yes
Shipper's Declaration required.

Dry Ice
Dry Ice, 9, UN 1845

Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Sender
FedEx Acct. No. or Credit Card No.

Recipient

Third Party

Credit Card

Cash/Check

FedEx Acct. No.

Credit Card No.

Exp. Date

Total Packages 1 Total Weight 0.25 lbs. Total Declared Value* 150

*Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including those that limit our liability.

611

Rev. Date 2/12 • Fed #10312 • 01/13 • 2012 FedEx • PRINTED IN U.S.A. SPS

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POSTAGE NEEDED.

SBG Management Services, Inc.

P.O. Box 549 ♦ Abington, PA 19001

☎ Phone 215.938.6665 Fax 215.938.7613

VIA FIRST CLASS U.S. MAIL/OVERNIGHT MAIL

May 28, 2014

Laureto Farinas, Esquire
Senior Attorney, Philadelphia Gas Works
800 Montgomery Avenue, 4th Floor
Philadelphia, PA 19122

RECEIVED

JUN 09 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: SBG, et al. v. Philadelphia Gas Works (PGW):
Docket Nos. C-2012-2304183, C-2012-2304215; C-2012-2304324;
C-2012-2304167; C-2012-2304303; C-2012-2308454; C-2012-2308462; C-2012-2308465;
and C-2012-2334253.

Dear Mr. Farinas:

Enclosed please find the Complainant's Requests for Production of Documents and Interrogatories, Set III--that are being served upon the Respondents in the above-referenced matters, as of today's date.

In accordance with the applicable rules, including 52 Pa. Code Sections 5.342(d) and 5.349(d), the interrogatories are to be answered in writing under oath and documents are to be furnished and served in hand upon the undersigned within twenty (20) days after service of these Interrogatories and Requests for Production of Documents, which is the time period prescribed by the applicable statute, for the above-referenced dockets.

If you have any questions or concerns, please contact me on 215-260-4562 or via email at fboone@sbgmanagement.com. Thank you in advance for your time and consideration.

Sincerely yours,



Francine Thornton Boone, Esquire
Counsel for Complainants

cc: Rosemary Chiavetti, Secretary, Pennsylvania Public Utility Commission (w/o attachments)
Phil Pulley (for Complainant)
Kathy Treadwell (for Complainant)

Francine Thornton Boone, Esquire
SBG Property Management Services, Inc.
702 N. Marshall Street
Philadelphia, PA 19123
(215) 260 – 4562
Fax: (215) 938 - 7613
Email: Booneft@aol.com
Attorney I.D. No. 45118

Attorney for Complainants

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

SBG MANAGEMENT SERVICES, INC./ COLONIAL GARDEN REALTY, LP <i>Complainant</i>	: DOCKET NO. C-2012-2304183
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:
SBG MANAGEMENT SERVICES, INC./ FAIRMOUNT REALTY <i>Complainant</i>	: DOCKET NO. C-2012-2304215
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:
SBG MANAGEMENT SERVICES, INC./ SIMON GARDENS REALTY, LP <i>Complainant</i>	: DOCKET NO. C-2012-2304324
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:
SBG MANAGEMENT SERVICES, INC./ ELRAE GARDEN REALTY, LP <i>Complainant</i>	: DOCKET NO. C-2012-2304167
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:
SBG MANAGEMENT SERVICES, INC./ MARSHALL SQUARE REALTY, LP <i>Complainant</i>	: DOCKET NO. C-2012-2304303
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:

SBG MANAGEMENT SERVICES, INC./
MARCHWOOD REALTY : DOCKET NO. C-2012-2308454
Complainant

V. :

PHILADELPHIA GAS WORKS :
Respondent

SBG MANAGEMENT SERVICES, INC./
OAK LANE REALTY CO., LP : DOCKET NO. C-2012-2308462
Complainant

V. :

PHILADELPHIA GAS WORKS :
Respondent

SBG MANAGEMENT SERVICES, INC./
FERN ROCK REALTY : DOCKET NO. C-2012-2308465
Complainant

V. :

PHILADELPHIA GAS WORKS :
Respondent

SBG MANAGEMENT SERVICES, INC./
COLONIAL GARDEN REALTY, LP : DOCKET NO. C-2012-2334253
Complainant

V. :

PHILADELPHIA GAS WORKS :
Respondent

TO: RESPONDENTS
PHILADELPHIA GAS WORKS (PGW)
% MR. LAURETO FARINAS, ESQ.
SENIOR ATTORNEY, PGW
800 W. Montgomery Avenue, 4th Floor
Philadelphia, PA 19122

**COMPLAINANTS', SBG MANAGEMENT SERVICES, INC., COLONIAL GARDEN REALTY
CO. (I), COLONIAL GARDEN REALTY CO. (II), FAIRMOUNT REALTY CO., SIMON
GARDENS, ELRAE GARDEN REALTY, MARCHWOOD REALTY, FERNROCK REALTY, OAK
LANE REALTY CO., L.P., AND MARSHALL SQUARE REALTY,
REQUESTS FOR PRODUCTION OF DOCUMENTS AND
INTERROGATORIES ADDRESSED TO RESPONDENT PHILADELPHIA GAS WORKS, SET III**

Pursuant to 52 Pa. Code Sections 5.341, 5.342 and 5.349 and the applicable Pennsylvania Rules of
Civil Procedure, Colonial Garden Realty Co. (I) ("Colonial I), Colonial Garden Realty Co. (II) ("Colonial II")

(the two Colonial cases, hereafter collectively referred to as, "Colonial"), SBG Management Services, Inc. ("SBG"), Fairmount Realty Co. ("Fairmount"), Simon Gardens ("Simon"), Elrae Garden Realty ("Elrae"), Marchwood Realty ("Marchwood"), Fernrock Realty ("Fernrock"), Oak Lane Realty Co., L.P. ("Oak Lane"), and Marshall Square Realty ("Marshall") (hereafter, individually "Complainant" and collectively, "Complainants") hereby propound the following interrogatories and requests for documents upon Philadelphia Gas Works ("Respondent" or "PGW") to be answered by those officers, employees or agents of PGW as may be cognizant of the requested information and who are authorized to answer on behalf of PGW. These interrogatories and requests for documents are propounded on a continuing basis so as to require you to submit supplemental answers and/or documents should additional information become known that would have been includable in your answers and document production had they been known or available, or should information and/or documents supplied in the answers or production prove to be incorrect or incomplete and to supply the same within the time periods required by the Pennsylvania Rules of Civil Procedure and Section 5 of Chapter 52 of the Pennsylvania Code. Complainants reserve the right to propound additional interrogatories and to request additional documents as and if additional information is required. In accordance with 52 Pa. Code Sections 5.342(d) and 5.349(d), the interrogatories are to be answered in writing under oath and documents are to be furnished and served in hand upon the undersigned within twenty (20) days after service of these Interrogatories and Requests for Production, which is the time period prescribed by the applicable statutes, for the above-referenced dockets.

These Interrogatories are addressed to you as a party to this action; your answers shall be based upon information known to you or in the possession, custody or control of you, your attorney or other representative acting on your behalf whether in preparation for litigation or otherwise. These Interrogatories must be answered completely and specifically by you in writing and must be verified. The fact that investigation is continuing or that discovery is not complete shall not be used as an excuse for failure to answer each interrogatory as completely as possible. The omission of any name, fact, or other item of information from the Answers shall be deemed a representation that such name, fact, or other item was not known to Respondent, their counsel, or other representatives at the time of service of the Answers.

Additional Instructions

1. Any references to “Respondent”, “Respondents”, “Respondent’s” or “Respondent(s)” shall be treated as referring to Philadelphia Gas Works (“PGW”) as named within this lawsuit, individually and collectively, as may be appropriate.

2. This request applies to all documents in Respondent’s possession, custody or control or in the possession, custody or control of persons acting or purporting to act on your behalf, including, but not limited to, your present and former managers, officers, directors, agents, servants, contractors, employees, accountants, attorneys, investigators, indemnitors, insurers, consultants and sureties.

3. If any objection is made to any of the following interrogatories or discovery requests, the Respondent shall make any such objection and state the relevant legal basis for such objection. If any objection is made based upon a claim of privilege as to any response, Respondent shall state the legal basis for the privilege Respondent is invoking and provide a detailed privilege log to support the invocation of such privilege.

4. Each and every interrogatory and discovery request herein is deemed continuing in nature pursuant to the Pennsylvania Rules of Civil Procedure and Pennsylvania Public Utility Commission (“Commission”), and Respondents are obligated to reasonably amend and provide any updated information that renders the responses to one or more of these interrogatories and discovery requests, incomplete or inaccurate, and serve those amended responses upon the undersigned Complainants’ counsel.

5. Complainants at its/their expense requests that the documents be produced and made available for this inspection at Complainants’ office of counsel located at 1095 Rydal Rd., Suite 325, Jenkintown, PA 19046, or at such office of the Respondent as may be the location of any of the documents requested, during normal business hours, and with the least possible disruption to the ordinary course of Respondent’s duties and responsibilities.

6. Complainants further requests that this inspection be permitted by Respondents immediately after Respondents’ response to this request has been filed, and that Complainants’ attorney be permitted to remove from Respondent’s custody such documents as they may desire to copy, on the understanding that

Complainants' attorneys will be responsible for such documents so long as they are in their possession, that copying will be done at Complainants' expense, and that the documents will be promptly returned after copying has been completed.

7. These interrogatories and discovery requests are intended to cover all documents in Respondent's possession, or subject to their custody and control, regardless of location. If there are no such documents, please so state. If there are such documents, please list and mark appended documents responsive to each request.

8. Each interrogatory propounded herein should be answered upon Respondent's entire knowledge from all sources and all information in Respondent's possession or otherwise available to Respondent, including information from Respondent's officers, employees, agents, representatives or consultants and information which is known by each of them. An incomplete or evasive answer is deemed a failure to answer.

9. If any answer is qualified, Respondent shall state specifically the terms of each qualification and the reasons for it. If an interrogatory cannot be answered in full, state the part which can be answered and answer the same in full to the extent possible; state further and specifically the reason(s) why the remainder cannot be answered.

10. If any interrogatory may be answered fully by a document, the document may be attached in lieu of an answer if the document is marked to refer to the Interrogatory to which it responds.

11. For purpose of these requests, a statement is: (a) a written statement signed or otherwise adopted or approved by the person making it, or (b) stenographic, mechanical, electrical, or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

12. Fully describe any documents, which are being withheld from production and the reasons why any such documents have been withheld.

13. Submit an affidavit from the responding party stating that there has been full compliance with this request.

14. Unless otherwise indicated, the time period for all requests is from the initiation of gas service for each Complainant at each Subject Property (as defined below), to the present.

15. If you object to any part of an interrogatory or request, answer all parts of such interrogatories or requests to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

16. If you claim any form of privilege or other protection from disclosure as a ground for withholding information responsive to an interrogatory or request for production or any part thereof, contained in a non-written communication, state the following with respect to the non-written communication:

- (i) the date thereof;
- (ii) the identity of each of the participants in the non-written communication;
- (iii) the identity of each person present during all or any part of the non-written communication;
- (iv) a description of the non-written communication which is sufficient to identify the particular communication without revealing the information for which a privilege or protection from non-disclosure is claimed;
- (v) the nature of your claim of non-discoverability (e.g. attorney-client privilege); and
- (vi) each and every fact on which you rest your claim of privilege or other protection from disclosure, stated with sufficient specificity to permit Complainants to make a full determination as to whether your claim is valid.

17. If you claim any kind of privilege or other protection from disclosure as a ground for withholding information responsive to an interrogatory or request or any part thereof, contained in a document, set forth with respect to the document:

- (i) the date and number of pages;
- (ii) the identity of the author(s) or preparer(s);
- (iii) the identity of the addressee, if any;

- (iv) the title;
- (v) the type of tangible thing (e.g. letter, memorandum, telegram, chart, report, recording disc);
- (vi) the subject matter (without revealing the information as to which privilege or protection from non-disclosure is claimed);
- (vii) the identity of each person who has received the document or to whom knowledge of the contents of the document was communicated;
- (viii) the identity of the present custodian(s);
- (ix) the nature of your claim of non-discoverability (e.g. attorney-client privilege); and
- (x) each and every fact on which you rest your claim of privilege or other protection from disclosure, stated with sufficient specificity to permit Complainants to make a full determination as to whether your claim is valid.

18. If you claim any form of privilege or other protection from disclosure, as a ground for not answering any interrogatory or request or any part thereof, set forth:

- (i) the nature of your claim as to non-discoverability; and
- (ii) each and every fact on which you rest your claim or privilege or other protection from disclosure, stating such facts with sufficient specificity to permit Complainants to make a full determination as to whether your claim is valid.

19. If you know of any document, communication or information but cannot give the specific information or the full information called for by a particular interrogatory or request, so state and give the best information you have on the subject and identify every person you believe to have the required information.

20. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice-versa; the masculine form of a pronoun shall be considered to include also within its meaning the feminine and neuter forms of the pronoun, and vice versa; and the use of any tense of any verb shall be considered to include also within its meaning all other tenses of the verb. In

each instance, the interrogatory or request shall be construed so as to require the most inclusive answer or production.

21. Please attach written material to any answer for which written material is requested and/or available. If such written material is not available, state where it may be obtained. Label the written material with the number of the interrogatory to which it pertains.

22. On each Interrogatory response list the name and title of the person or persons who prepared the response or who is responsible for the information contained therein.

23. PURSUANT TO THE E-DISCOVERY REQUIREMENTS OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE 4009.1, COMPLAINANT SPECIFICALLY DEMANDS HEREIN THAT ALL DISCOVERY DOCUMENTS THAT CAN BE PRODUCED IN READABLE AND FULLY SEARCHABLE ELECTRONIC FORMAT BE PRODUCED IN THAT FORMAT. "PRINT SCREENS," PRINTOUTS, OR OTHER MANUALLY PRODUCED COPIES OF ELECTRONIC DATA ARE UNACCEPTABLE.

Definitions

As used in these Interrogatories and Requests for Production of Documents, the following terms have the meaning as set forth below:

1. The terms "**Complainant**" or "**Complainants**" means Colonial Garden Realty Co. (I) ("Colonial I), Colonial Garden Realty Co. (II) ("Colonial II") (the two Colonial cases, hereafter collectively referred to as, "Colonial"), SBG Management Services, Inc. ("SBG"), Fairmount Realty Co. ("Fairmount"), Simon Gardens ("Simon"), Elrae Garden Realty ("Elrae"), Marchwood Realty ("Marchwood"), Fernrock Realty ("Fernrock"), Oak Lane Realty Co., L.P. ("Oak Lane"), and Marshall Square Realty ("Marshall"), and any affiliate or related entity, unless the context indicates otherwise (hereafter, individually "Complainant" and all collectively, "Complainants")

2. The term "**Respondent**" or "**You**" means the Respondent, Philadelphia Gas Works, PGW, and its agents, representatives, employees, contractors, officers, directors, related parties, and/or counsel of PGW, in interest.

3. The term **“Account Charge”** shall mean any and all additions or charges to a Customer Account, including but not limited to gas usage, taxes, Late Payment Charges, finance charges, adjustments, interest, taxes, and any subsequently added or changed SAs.

4. The term **“All Account Charges”** shall mean a continuous record of all financial activity, beginning with the Account Opening Date and the starting balance of \$0.00, and continues to state, on a monthly basis, any and all Account Charges to a Customer Account.

5. The term **“Account Opening Date”** shall mean the date of the inception or creation of each or a particular Customer Account with a starting balance of \$0.00.

6. **“Address”** means the present or last known street name and number, city or town, state and zip code.

7. **“Customer Account(s)”** as used herein shall mean and include all SBG and Non-tenant accounts, customer accounts, “SA” accounts or “SA” metered accounts and numbers, former and current meters and meter numbers for which Complainants have been held legally responsible for payment of bills rendered for natural gas service by the Respondents, at the Subject Property and/or Subject Properties as defined herein, and shall mean and include all the “Customer Accounts” related to the “Disputed Transactions, as defined herein, and as set forth as highlighted transactions on corresponding Exhibits “A-1” (for Colonial), “A-2” (for Elrae), “A-3” (for Fairmount), “A-4” (for Fernrock), “A-5” (for Marchwood), “A-6” (for Marshall), “A-7” (for Oak Lane), and “A-8” (for Simon), (hereafter said exhibits collectively identified as, “Exhibits ‘A-1’ through ‘A-8’”), and involving such subjects such as credit determinations, deposit requirements, the accuracy of meter readings or bill amounts, interest charges imposed or whether the proper party has been properly charged for service.

8. **“Disputed Transactions”** or **“Disputed Transaction”** shall refer to any and all transactions, charges, bills, and/or applications of payments that are the subject of a dispute or in dispute (including those matters in dispute as the term “Dispute” is defined in accordance with 52 Pa. Code §56.2 as “A grievance of an applicant, customer or occupant about a public utility’s application of a provision covered by this chapter [Chapter 52], including, but not limited to, subjects such as a credit determination,

deposit requirements, the accuracy of meter readings or bill amounts or the proper party to be charged. If, at the conclusion of an initial contact or, when applicable, a follow-up response, the applicant, customer or occupant indicates satisfaction, with the resulting resolution or explanation of the subject of the grievance, the contact will not be considered a dispute”), questions, complaints, and/or inquiries regarding *Customer Accounts and include those transactions identified on PGW’s Statement of Account and which are now identified by number as Disputed Transactions or a Disputed Transaction for each Subject Property in Exhibits “A-1” through “A-8’ for Complainants, SBG, Colonial, Fairmount, Simon, Elrae, Marchwood, Fernrock, Oak Lane, and Marshall.*

9. **“Documents”**: As used in these interrogatories and discovery requests, the term **“document”** or **“documents”**, has the same meaning and scope as in Rule 4009 of the Pennsylvania Rules of Civil Procedure and includes without limitation, and means every writing or recorded material of every type and description, of any kind, that is in the possession, control or custody of Respondent, which Respondent has knowledge, whether originals, copies or facsimiles. Such writings or recordings include, but are not limited to, collection notes, “Customer Contact Screens or Account Contact Screens and notes regarding the same, “Customer Contact Screens or Account Contact Screens” records, electronic computer collection records, printouts of collection records, sample collection letters, Metro-data tapes, diskettes, computer hard drives, tape backups, Zip-type disks, magnetic media of any kind, CD-ROM, DVD, correspondence, memoranda, stenographic notes, handwritten notes, contracts, documents, rough drafts, inter-office memoranda, memoranda for the files, letters, research materials, logs, diaries, forms, bank statements, tax returns, card files, books of account, journals, ledgers, customer statement of account records, policies and procedures manuals, accounting system meta data, invoices, diagrams, minutes, manuals, studies, publications, pamphlets, pictures, films, voice recordings, reports, public utility reports, test results, technical reports, test records data, meter records, capping meters, meter prover tests, installation test reports, surveys, minutes, statistical compilations, data processing cards, computer records, tapes, print-outs, agreements, communications, state and federal governmental hearings, reports, correspondence, telegrams, memoranda, summaries or records of telephone conversations, summaries or records of personal

conversations or interviews, diaries, graphs, notebooks, note charts, charts, plans, drawings, sketches, maps, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, video tape, motion picture film, digital photographs, brochures, advertisements, circular, press releases, drafts, any marginal comments appearing on any document, all other writings, books of all nature and kind whether handwritten, typed, printed, mimeographed, photocopied or otherwise reproduced, all tape recordings (whether for computer, audio, or visual replay) and all other written, printed, and recorded matter or tangible things upon which words, phrases, symbols or information of any kind are recorded, encrypted or otherwise stored.

10. A request to “**identify**” a document is a request to state the following, as applicable:
 - a. The date of the document;
 - b. The type of document;
 - c. The names and present addresses of the person or persons who prepared the document and of the signers and addressors of the document;
 - d. The name of the employer or principal whom the signers, addressors and preparers were representing;
 - e. The present location of the document;
 - f. The name and current business and home addresses of the present custodian of the original document, and any copies of it;
 - g. A summary of the contents of the document; and
 - h. If the original document is no longer in Respondent’s possession or was destroyed, state the actual or approximate date of such disposition and reason for or circumstances surrounding as well as the authorization for such disposition;
 - i. With respect to any non-written communication or “oral communication”, the term “identify” or “identity” shall mean to state the identity of the natural person(s) making and receiving the communication, their respective principals or employers at the time of the communication, and the topic or subject matter of the communication.

11. The term **“including”** means “including, but not limited to.”
12. **“Lien”** or **“Liens”** means for each and every lien filed, at any time, by PGW or on behalf of PGW, with the Philadelphia Court of Common Pleas and/or the Philadelphia Municipal Court, whether active, inactive, vacated, satisfied, dismissed, pending, open or otherwise, in any form or manner, that is related to any Subject Property and/or Customer Account(s) (individually, “Lien” and collectively, “Liens”). [with the Philadelphia Court of Common Pleas and/or the Philadelphia Municipal Court, whether active, inactive, vacated, satisfied, dismissed, pending, open or otherwise, in any form or manner, that is related to any Subject Property and/or Customer Accounts (collectively, the “Liens” and individually, the “Lien”),]
13. **“Lien Date”** shall mean the date that PGW filed the Lien.
14. **“Lien Account(s)”** shall mean the particular as well as the originating Customer Account(s) and respective account numbers, SA account(s) and account numbers, and former and current meter numbers related to or underlying each Lien.
15. **“List”, “describe”, “explain”, “specify”, or “state”** means to set forth fully, in detail, and unambiguously each and every fact of which Respondent has knowledge, which is relevant to the answer called for by the interrogatory.
16. The term **“oral communication”** means any utterance heard, whether in person, by telephone or otherwise.
17. **“Person”** or **“persons”** means a natural person, firm, proprietorship, association, corporation or any other type of organization or entity.
18. As used herein, **“relative to,” “relating to,” “relates to”** or **“relevant to”** shall mean directly or indirectly mentioning or describing, pertaining to, being connected with, or reflecting upon a stated subject matter.
19. The term to **“state the basis”** for an allegation, contention, conclusion, position or answer means (a) to identify and specify the sources therefore, and (b) to identify and specify all facts on which you rely or intend to rely in support of the allegation, contention, conclusion, position or answer, and

(c) to set forth and explain the nature and application to the relevant facts of all pertinent legal theories upon which you rely for your knowledge, information, and/or belief that there are good grounds to support such allegation, contention, conclusion, position or answer.

20. **“Subject Property” or “Subject Properties”** as used herein shall mean and be defined as the properties owned and/or operated by the Complainants in these consolidated matters for which Respondents provide or have provided natural gas service, and as named herein, and as located at the addresses set forth herein: (1) Colonial Garden Realty Co., Complainant, in Docket No. C-2012-2304183 (“Colonial I), and in Docket No. C-2012-2334253 (“Colonial II”) is the owner of the property located at 5427 Wayne Avenue, Philadelphia, PA 19144 (the two Colonial cases, hereafter collectively referred to as, “Colonial”), (2) Fairmount Realty Co. (“Fairmount”), Complainant, Docket No. C-2012-2304215, is the owner of the property located at 650 Fairmount Avenue, Philadelphia, PA 19123 and 700 North Marshall Street, Philadelphia, PA 19123, (3) Simon Gardens (“Simon”), Complainant, Docket No. C-2012-2304324, is the owner of property located at 6731 and 6732 Musgrave Street, Philadelphia, PA 19119, (4) Elrae Garden Realty (“Elrae”), Complainant, Docket No. C-2012-2304167, is the owner of the property located at 3608 - 3610 Spring Garden Street and 4012 - 4028 Baring Street, Philadelphia, PA 19104, (5) Marshall Square Realty (“Marshall”), Complainant, Docket No. C-2012-2304303, is the owner of property located at 844 - 845 North 6th Street, Philadelphia, PA 19123, (6) Marchwood Realty Co., L.P., Complainant, Docket No. C-2012-2308454, is the owner of the property located at 5515 Wissahickon Avenue, Philadelphia, PA 19144, (“Marchwood” or “Subject Property”); (7) Oak Lane Realty Co., L.P., Complainant, Docket No. C-2012- 2308462, is the owner of the property located at 1623 - 35 Chelton Avenue, Philadelphia, PA 19126, (“Oak Lane” or “Subject Property”); and (8) Fernrock Realty, Complainant, Docket No. C-2012-2308465 is the owner of the property located at 910 W. Godfrey Avenue, Philadelphia, PA 19141 (“Fernrock” or “Subject Property”) (hereafter, individually referred to as, “Subject Property” or collectively referred to as “Subject Properties”).

21. In construing these requests, the **plural** shall include the **singular**, the singular shall include the plural, and a **masculine, feminine or neuter pronoun** shall not exclude the other genders.

**REQUESTS FOR PRODUCTION OF DOCUMENTS AND
INTERROGATORIES, SET II**

1. For each individual person, officer, employee, agent, or other entity answering or providing any information used by Respondent to answer any Interrogatory, state the following:
 - a. First, last, and middle legal name;
 - b. All DBA, fake, or alias name(s) used by this person;
 - c. Job title or capacity;
 - d. Business address and telephone number;
 - e. Home address and telephone number; and
 - f. Age.
2. Identify each document used, relied on, referred to or consulted by Respondent in the preparation of and in the response(s) or the Answers to these Interrogatories and Discovery Requests made within this entire document.
3. For each document identified in accordance with Interrogatory #2 and these Interrogatories ##3 through 28, and in Respondent's possession, or subject to their custody and control, regardless of location exists, Respondents shall produce or make available for inspection and photocopying by Complainants the document identified in response to the propounded Interrogatory.
4. Identify and describe with particularity any and all documents, of any kind, that are in the possession, control or custody of Respondent, or of which Respondent has knowledge, whether originals, copies or facsimiles, regardless of their location, which contain information or data on the "Customer Accounts" and on the "Disputed Transactions", as both are defined herein and above.
5. For each document identified in accordance with Interrogatory #4 and each of these Interrogatories, and in Respondent's possession, or subject to their custody and control, regardless of location exists, Respondents shall produce or make available for inspection and photocopying by Complainants, the document identified in response to the propounded Interrogatory.

6. For each Customer Account related to a "Disputed Transaction", as defined above, provide the following information as based on the books and records of PGW:

a. State the date when each Customer Account, SA, and/or Meter account for or related to the Disputed Transaction was opened or listed in the books and records of PGW.

b. State the date when Respondent first billed or charged each individual Customer Account, for gas usage or any related gas usage service charges, and identify each individual account number, SA number and meter number underlying or related to each Customer Account.

c. For each charge or amount billed by PGW on each Customer Account, state the following:

i. State the date of each charge listed below in Subparagraphs of Interrogatory 6 (c) "ii" through "ix" on each Customer Account;

ii. Charge(s) for gas usage and how PGW calculated the specific charge;

iii. Charge(s) for interest and how PGW calculated this specific charge;

iv. Charge(s) for Late Payment Charges and how PGW calculated this specific charge;

v. Charge(s) for interest and how PGW calculated this specific charge;

vi. Charge(s) for tax(es) and how PGW calculated this specific charge;

vii. Charge(s) for penalties and how PGW calculated this specific charge;

viii. Charge(s) for equipment and how PGW calculated this specific charge; and

ix. Charges for and services or repair work and how PGW calculated this specific charge.

d. For each payment received by Respondent on the Customer Accounts, state the following:

i. State the date Respondent received each payment on each Customer Account; and

ii. State the date Respondent applied each payment to each Customer Account.

e. State whether Respondent applied each payment to a Customer Account as a full or partial payment and state the following for each payment to a Customer Account:

i. State the amount (in dollars and cents) of the payment that PGW, in PGW's opinion, applied to the (i) disputed amounts and (ii) undisputed amounts due on the

account as of the date of payment. For the purposes of this Interrogatory, the term "disputed" amounts is defined as the amount of the bill that is disputed as the word "disputed" is defined at 52 Pa. Code §56.2;

ii. State the amount (in dollars and cents) of the payment PGW applied, in PGW's opinion, to "new charges" for the then current period of gas usage; and

iii. State the amount (in dollars and cents) of the payment that PGW applied, in PGW's opinion, to any past due amounts or previously billed charges and state:

(A) For any payment that PGW applied to a "past due amount", state the amount of the payment (in dollars and cents) that PGW applied, in PGW's opinion, to the past due "outstanding principal amount" for actual gas usage;

(B) For any payment that PGW applied to a "past due amount", state the amount of the payment (in dollars and cents) that PGW applied, in PGW's opinion, to past due "interest" on the "outstanding principal amount" for actual gas usage; and

(C) For any payment that PGW applied to a "past due amount", state the amount of the payment (in dollars and cents) that PGW applied, in PGW's opinion, to "late payment charges" due on the "outstanding principal amount" for actual gas usage.

f. For each document identified in accordance with this Interrogatory #6 and in Respondent's possession, or subject to their custody and control, regardless of where the location exists, Respondent shall produce or provide a copy as set forth in Interrogatories #2 and #3.

7. For each and every Lien, as defined herein, state and identify any documents that contain the following:

a. The Lien Date, as defined herein; the period of gas usage covered by each Lien; and whether each such Lien was generated "automatically" or "manually" by PGW;

b. Identify and state each Lien Account and each corresponding or related or underlying Lien;

c. For each month that a Customer Account and its related Lien Account is billed or assessed charges from PGW, for that period beginning on the Lien Date and ending on May 1, 2014, and continuing

for each month thereafter until the date of the adjudication of the Complaints, for each Lien and each Lien Account, state the following:

- i. The period of gas usage and the billing period;
- ii. The principal amount (in dollars and cents) used to calculate the interest or late payment charges, charged as due as of the Lien Date and/or as of any or each month thereafter until the Lien was paid off or satisfied; and if the Lien was not paid off or satisfied, the principal amount (in dollars and cents) charged as due and used to calculate interest and late payment charges, as of May 1, 2014 and continuing, thereafter, as set forth above;
- iii. The amount (in dollars and cents) of the interest that PGW treated as due on the principal as of the Lien Date and each month thereafter until the Lien was paid off or satisfied or if the Lien was not paid off or satisfied, the amount of interest (in dollars and cents) charged as due each month thereafter until May 1, 2014 and continuing, thereafter, as set forth above; in addition, state the rate of interest, if any, used or applied by PGW;
- iv. The amount (in dollars and cents) of late payment charges that PGW treated as due on the principal as of the Lien Date and each month thereafter until the Lien was paid off or satisfied or if the Lien was not paid off or satisfied, the amount of late payment charges (in dollars and cents) PGW charged as due each month thereafter until May 1, 2014 and continuing, thereafter, as set forth above;
- v. The amount (in dollars and cents) of the penalties, if any, that PGW treated as due on the principal as of the Lien Date and each month thereafter until the Lien was paid off or satisfied or if the Lien was not paid off or satisfied, the amount of penalties (in dollars and cents) PGW charged as due each month thereafter until May 1, 2014 and continuing, thereafter, as set forth above;
- vi. The amount (in dollars and cents) of any other charges than those set forth in Subparagraphs of Interrogatory #7 (c) (i-v), if any, that PGW treated as due on the Principal as of the Lien Date and each month thereafter until the Lien was paid off or satisfied or if the Lien was not paid off or satisfied, the amount of any other such charges (in dollars and cents) that PGW charged or treated as due each month thereafter until May 1, 2014 and continuing, thereafter, as set forth above; and

vii. The amount (in dollars and cents) of the Principal due, for each and every month, at any time for that period beginning on the Lien Date and each month thereafter until the Lien was paid off or satisfied or if the Lien was not paid off or satisfied, the amount of the Principal (in dollars and cents) PGW treated or charged as due each month thereafter until May 1, 2014 and continuing, thereafter, as set forth above that:

1) PGW identified or treated as a disputed amount and also each and every time that PGW included that disputed amount in any Principal balance in the books and records of PGW;

2) PGW identified or treated as an undisputed amount and also each and every time that PGW included that undisputed amount in any Principal balance in the books and records of PGW.

8. State and identify and reproduce a copy for or produce for inspection and photocopying by Complainants, the following:

a. The court or other legal or judicial order providing notice of or issuing each Lien identified in Interrogatory #7;

b. The court or other legal or judicial order providing notice of or order releasing, dismissing, vacating or amending, in whole or in part, any Lien identified in Interrogatory #7 that was released, dismissed, vacated or amended, whether in whole or in part; and

c. The court or any other legal or judicial order providing notice of or order that any Lien identified in Interrogatory #7 was satisfied.

9. Identify and describe the amount (in dollars and cents) of each interest charge to each Customer Account or Lien Account for any Lien, and identify and state the particular Customer Account, SA account, and any former and current meters located at the Subject Properties, as set forth at Exhibits "A-1" through "A-8".

10. For each Lien identified in response to Interrogatory #7, state and identify the following:

a. The rate of interest and the amount of interest (in dollars and cents) charged on each Lien, for each and every month, from the Lien Date to May 1, 2014 and continuing thereafter until the date of the adjudication of the Complaints;

b. The rate or percentage used in calculating late payment charges and the amount of late payment charges charged on each Lien, for each and every month, from the Lien Date to May 1, 2014, and continuing until the date of the adjudication of the Complaints;

c. The amount that the property owner or particular Complainant for each Subject Property related to a Lien identified in Response to Interrogatory #7, previously paid to satisfy and/or "pay off" a Lien to satisfy or to secure the discharge of said Lien, from the Lien Date through May 1, 2014, and continuing until the date of the adjudication of the Complaints.

d. The amount that the property owner or particular Complainant for each Subject Property related to a Lien identified in Response to Interrogatory #7, must pay to satisfy and/or "pay off" a Lien to secure the discharge of said Lien, as of May 1, 2014, and continuing each month, until the date of the adjudication of the Complaints.

11. In its Response to this Interrogatory #11, Respondent shall, next to each charge (and Account Charge(s) as defined herein) and each payment stated on Exhibits "A-1" through "A-8", identify and state each calculation used by PGW and state the amount (in dollars and cents) of each part of the calculation as listed below:

a. Current principal balance for gas usage, exclusive of any other charges for past due fees and/or prior late payment charges, interest, service or other fees;

b. Past due principal balance for gas usage, exclusive of any other charges for past due fees and/or prior late payment charges, interest, service or other fees;

c. Current late payment charge(s) on debt that is no more than 30 days past due, exclusive of any other charges for past due fees and/or prior late payment charges, interest, service or other fees;

d. Current late payment charge(s) on debt that is 31 to 60 days past due, exclusive of any other charges;

e. Current late payment charge(s) on debt that is 61 to 90 days past due, exclusive of any other charges;

- f. Current late payment charge(s) on debt that is over 91 days past due, exclusive of other charges;
- g. Penalties;
- h. Other charges, costs, or fees not listed in Subparagraphs "a" through "g" of Paragraph 11, above; and
- i. Any payments on the Account due to refinancings and/or the sale of the Subject Property.

12. For each Customer Account, identify and state:

a. The definition of an "active account" and an "inactive account" and state the criteria used by PGW to treat an Account as an active or inactive account;

b. Each Customer Account that is inactive as of May 1, 2014

c. Each Customer Account that is active as of May 1, 2014

d. Each Customer Account that was inactive at any time prior to May 1, 2014 and:

i. The date(s) when said Customer Account became inactive;

ii. PGW's basis for treating the Customer Account as inactive;

iii. The date(s), from beginning to end, of any period(s) of inactivity for the Customer Account; and

iv. The event or action that caused PGW to change or end the period of inactivity for the Customer Account.

13. Identify, state, describe, and produce all documents, court orders, notices, letters, correspondence, and/or other writings Respondent received on any Liens or Lien Accounts.

14. State and identify the basis for PGW's opinion of its right to charge Complainants and/or the Subject Properties late payment charges on any Lien after the Lien Date.

15. State and identify the basis for PGW to charge late payment charges, at the rate of eighteen (18%) percent per annum or one point five (1.5%) percent per month.

16. State and identify each and all circumstances that must exist for PGW to stop or to no longer charge Late Payment Charges on a debt or a Customer Account that is the subject of a Lien.

17. State and identify all those circumstances that must exist and the applicable criteria for PGW to stop or to refrain from charging late payment charges on a past due debt, which is not subject to a Lien.

18. State PGW's definition of and use of the following terms:

a. "Liened Debt" or "debt subject to a lien"; and

b. "Unliened Debt" or "debt not subject to a lien".

19. State those circumstances that must exist for PGW to determine and categorize a "past due debt" as a "place holder" on a Customer Account. Further, state the regulatory or statutory source for the term and use of the term, "place holder".

20. Define the term, "place holder" as used by PGW in relation to or with Customers and Customer Accounts and identify all such "place holders" on any Lien Account or Customer Account

21. Identify, state and produce a copy or produce for inspection and photocopying the following documents, records and information:

a. Financial and other documents in the Respondent's books and records that confirm and show the Account Opening Date for each Customer Account with a starting balance of \$ 0.00, as defined herein; and

b. A continuous record of all financial activity, that begins with the Account Opening Date and a starting balance of \$0.00, and continues to state, on a monthly basis, any and all "Account Charge(s)", as defined herein, for each Customer Account, up to and including the date of the Response to this Interrogatory.

22. State how each Account Charge, as identified in Interrogatory #21(b), is calculated.

23. State and identify, in the books and records of the Respondent: a) the type of Account Charge as identified in PGW's response to Interrogatory #21(b) (i.e. whether a gas usage or late payment charge, for example) and b) the source from which said Account Charge is derived (i.e. whether a service charge or due to a failure to timely pay a bill, for example); also identify and produce for inspection and photocopying by Complainants, those documents in the Respondent's books and records that contain the

information responsive to this Interrogatory or that Respondent identified in its Response to Interrogatory #23.

24. State and identify the documents, in the books and records of Respondent, that state or refer to any and all reductions, credits, and adjustments to the Customer Account(s) for any and all Account Charges, which include, but are not limited to any and all payments, PGW "adjustments", transfers, new SAs, etc.; also identify and produce for inspection and photocopying by Complainants, those books and records that contain the information and documents used by or identified by Respondent in its Response to Interrogatory #24.

25. State and identify in the books and records of Respondent how the information, requested in Interrogatory #24 is reconciled to the monthly statements for each Customer Account, from the Account Opening Date, and for each and every month and monthly billing period thereafter, up to and including the period of the ending balance to date.

26. State, identify, and provide for inspection and photocopying all documents including any financial and other information, regarding any and all amounts claimed due in connection with any and all Liens deemed filed by PGW against of the Subject Properties, and state and include the following:

a. The amount treated by PGW as due on EACH Lien as of the date of Respondent's verification and how PGW calculated said amount; and

b. The amount that PGW treats as due or demands, to date, for EACH Lien that is open and for EACH Lien that was vacated, satisfied and/or dismissed on any and all Customer Accounts from the Account Opening Date to the date of vacating or satisfaction of the Lien;

c. State the algorithm and specific calculation used to determine EACH Lien amount calculated in connection with the Response to Interrogatory #26(b) specifically, including where and how the amount was derived, any and all finance charges, adjustments, etc. with regard to any and all such Lien amounts or Account Charges; and

d. State whether PGW reconciled the amounts set forth in Interrogatory #26(c) to the monthly statements for EACH Customer Account and if so, state how PGW performed each

reconciliation and how each reconciliation is reflected on each monthly Customer Account Statement for the periods from the Account Opening Date to date.

27. Identify and produce a copy or produce to Complainants for inspection and photocopying, the following:

The accounting records, computer information, general system printouts, employee memos, internal manual adjustments, records and information used to prepare the monthly statements related to all Customer Accounts and the Liens, as defined herein.

28. Identify and produce a copy or produce for inspection and photocopying, the following documents, records, and information that constitute:

a. All documents constituting, relating to, or forming "Back Up", "Detail", "Underlying", "Worksheets", "Memos and Memoranda", "Manual Adjustments", "Interest Calculations", "Late Payment Charge(s) Calculations", and any and all other documents and information used in the preparation of and issuance of any and all monthly Statements or monthly billings or monthly Customer Account Statements, on any and all Customer Accounts and Liens; and

b. All documents constituting or relating to the information on the Lien history information and Lien notices for all Liens issued, vacated, and satisfied for all Customer Accounts, as defined herein, and all payments applied on, for or to all Customer Accounts and for all Liens, without any exclusions, i.e. including all open, closed, vacated, satisfied and unsatisfied liens, that existed on or are related to all Customer Accounts from the Account Opening Date through the Date of this Response and continuing until the adjudication of the Complaints.

VERIFICATION

I verify and affirm that the statements made in this foregoing document are true and correct. I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: _____

Respondent/PGW

APPENDIX A

RECEIVED

JUN 09 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT, PHILADELPHIA GAS WORKS' OBJECTION TO THE COMPLAINANTS' INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS, Set III, UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE §§1.54 and 5.342(c) (RELATING TO SERVICE BY A PARTICIPANT).

Service List

For Complainants:

Francine Thornton Boone, Esq.
SBG Management Services, Inc.
702 N. Marshall Street
Philadelphia, PA 19123

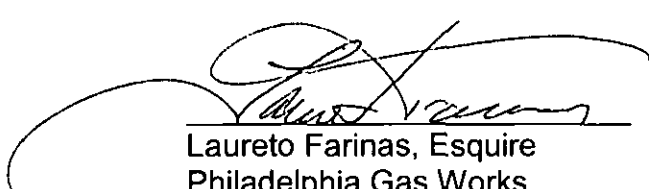
& by e-mail: fboone@sbgmanagement.com

Mr. Philip Pulley
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June 9, 2014

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