

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Nadine Nash-Kendrick, :

v. : Docket #: Z-01717312

Philadelphia Gas  
Works, :

Initial In-Person Hearing  
Pages 1 through 42

Hearing Room 2  
State Office Building  
1400 W. Spring Garden Street  
Philadelphia, PA 19130  
Friday, January 14, 2005  
Commencing at 10:00 a.m.

FEB 11 2005

BEFORE:

MARLANE R. CHESTNUT, Administrative Law Judge

APPEARANCES:

LAURETO FARINAS, Esquire  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
-- Philadelphia Gas Works

NADINE NASH-KENDRICK  
4145 Woodland Avenue  
Philadelphia, PA 19103  
-- Pro se

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1  
2 THE COURT: This is the hearing  
3 scheduled at Docket Z-01717312, Nadine  
4 Nash-Kendrick versus Philadelphia Gas Works.

5 For the record, let me state that I  
6 am Administrative Law Judge Marlane R. Chestnut.  
7 I will note the following appearances for the  
8 record: Ms. Nash-Kendrick representing herself,  
9 and Laureto Farinas representing the respondent.

10 Now, Ms. Nash-Kendrick, what I  
11 usually do is I give the parties a chance to see  
12 if they can resolve this first before we actually  
13 have the hearing. And it will be off the record,  
14 I'll remove myself, and you and Mr. Farinas see if  
15 you can work this out. Is that okay?

16 MR. FARINAS: That's all right with  
17 me. I've attempted that. We're still willing  
18 if...

19 THE COURT: Are you not willing  
20 to --

21 MS. NASH-KENDRICK: Yeah, well, I'm  
22 not willing to, because when they was there on the  
23 13th of July to do what they did, I was right  
24 there explaining to them that they didn't have to  
25 turn off my gas, how much did I owe, what can I

1 do. Which I had made previous arrangements with  
2 Mr. Livingston, the supervisor.

3 THE COURT: Well, that's  
4 testifying.

5 MS. NASH-KENDRICK: And they called  
6 the cops on me and everything and told them that I  
7 was attacking them people that was out there  
8 and --

9 THE COURT: That's testifying.  
10 That's inappropriate now, Ms. Nash-Kendrick. Why  
11 don't you think about what it is that you want  
12 them to agree to and see if they'll agree to it.  
13 All right. Think about what it is that'll satisfy  
14 your Complaint.

15 MS. NASH-KENDRICK: My property  
16 damage. And matter of fact, I missed work, a  
17 whole month of work.

18 THE COURT: Well, the Commission  
19 can't award damages.

20 MS. NASH-KENDRICK: Okay.

21 THE COURT: Okay. You have to  
22 understand that. But of course the company could  
23 voluntarily agree to make an arrangement with you  
24 if they feel it's justified. And that's why I'm  
25 suggesting that you talk with them, because it's

1 much more likely the company can be more flexible  
2 in terms of addressing this.

3 Is that okay with you, Mr. Farinas?

4 MR. FARINAS: That's fine, your  
5 Honor.

6 THE COURT: Okay. So why don't we  
7 do it that way. See if you can resolve this and  
8 it might work to your benefit. Let me know when  
9 you're done.

10 \* \* \*

11 (Brief recess from approximately  
12 10:02 to 10:13 a.m.)

13 \* \* \*

14 THE COURT: I gave the parties a  
15 chance to resolve this. Mr. Farinas, do you have  
16 a report on that?

17 MR. FARINAS: Your Honor,  
18 unfortunately, the parties were not able to reach  
19 a settlement.

20 THE COURT: Okay. Then we'll  
21 proceed.

22 Ms. Nash-Kendrick, can you stand,  
23 please, raise your right hand.

24 MS. NASH-KENDRICK: (Complies.)

25 THE COURT: Do you swear or affirm

1 the testimony you're about to give is the truth,  
2 the whole truth and nothing but the truth?

3 MS. NASH-KENDRICK: As God is my  
4 witness.

5 THE COURT: Please sit down and  
6 give us and spell your name for the record.

7 MS. NASH-KENDRICK: Nadine,  
8 N-A-D-I-N-E, Nash, N-A-S-H, hyphen, Kendrick,  
9 K-E-N-D-R-I-C-K.

10 THE COURT: Go ahead, please.

11 MS. NASH-KENDRICK: On July the  
12 13th, some gentlemen came --

13 THE COURT: July 13th of what  
14 year? 2004?

15 MS. NASH-KENDRICK: 2004, ma'am.  
16 I'm sorry.

17 And some -- a gas company truck  
18 pulls up on my sidewalk and they begin to drill.  
19 I come downstairs, my son and I then go to the  
20 door and they said, "Mom, somebody's out there  
21 digging up our sidewalk."

22 And I go out there, and I speak to  
23 the two gentlemen, one Caucasian and one black  
24 gentleman. And I say, "What's the problem?" They  
25 said, "We coming here to dig up the ground and

1 shut off your services." I said, "You don't have  
2 to shut off my services through the ground.  
3 You're allowed to come in and turn it off from  
4 inside the house." Because I'm in the high  
5 profile area, the University City area. And he  
6 said, "Oh, we can't do that. Once we get this, we  
7 have to dig up your sidewalk."

8 So I'm saying, "Sir, you don't have  
9 to dig up my sidewalk." Because there's a lot of  
10 traffic around here, and I don't want none of the  
11 kids, my nieces and them, you know, and my kids  
12 falling through this hole.

13 Oh, well, we're gonna dig up the  
14 sidewalk unless you speak to the supervisor or  
15 field person who supposed to come around and they  
16 would collect the funds if you had it right then  
17 and there. So I said, "Well, what's the field  
18 person's name? And let me call." They said, if  
19 you can contact this person and they stop and put  
20 it on hold and you just give us the money, to the  
21 field person.

22 Well, I contacted the gentleman --  
23 THE COURT: Hold on. He told you  
24 you could make a payment to stop the shut-off?

25 MS. NASH-KENDRICK: Right, the

1 shut-off. And I asked him what was the guy's  
2 name, and he told me. When I called the number,  
3 it was Miss Kathy answered that first at 1:36 p.m.  
4 in that day, and I spoke with Miss Kathy. Miss  
5 Kathy was very disrespectful and belligerent and  
6 verbal abusive. So I said, "Miss Kathy, I don't  
7 want to talk to you. Do you have a supervisor  
8 since you're not coming conclusion?" Her words  
9 was, "No, you ain't speaking to no supervisor.  
10 You ain't pay your bills, so your gas get cut off.  
11 What you think, they out there for decoration"  
12 this and that.

13                   And I was explaining to her "You  
14 don't have to talk to me that way. I want to  
15 speak to your supervisor, because he don't have to  
16 dig up my sidewalk. I'm here and they can go down  
17 the basement from the outside if they didn't feel  
18 safe or they can come into my house and go down  
19 there and turn it off," which you can turn it off.

20                   So she continued to be very -- the  
21 supervisor -- she put me on hold for about a half  
22 hour to an hour that day, and the supervisor  
23 finally get on, Mr. Jann, J-A-N-N, D. Jann, that's  
24 the supervisor's name. And I was explaining to  
25 him the situation. He said, no, you got to -- you

1 should have been here to pay it, this and that and  
2 that. I said I thought everything was taken care  
3 of on 6/3 when I spoke to Mr. King at 2:30 p.m.  
4 before I was -- while I was --

5 THE COURT: Let me back up for a  
6 second.

7 MS. NASH-KENDRICK: Yes.

8 THE COURT: I assume in June you  
9 got a termination notice?

10 MS. NASH-KENDRICK: No.

11 THE COURT: No?

12 MS. NASH-KENDRICK: Yes, in June I  
13 did get a termination notice, and that's when I  
14 called.

15 THE COURT: And you made a payment?

16 MS. NASH-KENDRICK: Made a  
17 payment. He told me --

18 THE COURT: Why did you make the  
19 payment?

20 MS. NASH-KENDRICK: He told me to  
21 make some kind of payment. I was telling him that  
22 I was out of work.

23 THE COURT: Did you make a payment?

24 MS. NASH-KENDRICK: Yes, a  
25 50-dollar payment.

1 THE COURT: And when did you make  
2 the 50-dollar payment?

3 MS. NASH-KENDRICK: I made that --  
4 I'm not even sure.

5 THE COURT: That doesn't matter.

6 MS. NASH-KENDRICK: Matter of  
7 fact, I made more than that type of payment in  
8 2004. I made up to about 300-and-something-dollar  
9 payment in 2004, and then I gave 50 more dollars  
10 in May or -- 50 or 60 dollars. I'm not quite  
11 sure, because I don't have it.

12 THE COURT: Well, 50 dollars in May  
13 doesn't do anything to the termination notice you  
14 got in June.

15 MS. NASH-KENDRICK: Right, but I  
16 paid before. I paid in February 500 and -- 400.

17 THE COURT: Okay. You had an  
18 arrearage when they came to terminate your  
19 service, right?

20 MS. NASH-KENDRICK: My last  
21 arrears --

22 THE COURT: It doesn't matter how  
23 much it is. Don't want to argue about it. I just  
24 want to make sure I understand the context here,  
25 right.

1 MS. NASH-KENDRICK: Well, I didn't  
2 owe --

3 THE COURT: Let me make sure I  
4 understand this. You got a termination notice in  
5 June. Did you make a payment in June to postpone  
6 -- to reduce the need for the termination?

7 MS. NASH-KENDRICK: I'm not even  
8 sure, because I don't have that with me right now.

9 THE COURT: Okay. Okay. Well,  
10 that's okay.

11 MS. NASH-KENDRICK: And I don't  
12 want to sit here and make up something. But I  
13 know I paid something in 2000 (sic), and that  
14 was --

15 THE COURT: You'll have the payment  
16 history, won't you?

17 MR. FARINAS: Yes.

18 MS. NASH-KENDRICK: Yes. My last  
19 payment was February the 9th and then my bill, my  
20 last bill from December the 19th was 1,293 dollars  
21 and 36 cents.

22 THE COURT: Okay. We don't need to  
23 get into that now.

24 MS. NASH-KENDRICK: Okay. And  
25 that's why --

1 THE COURT: So these men came in a  
2 truck, you told them they didn't have to dig up  
3 the sidewalk, they could do it inside your house,  
4 they told you to contact someone. You called, the  
5 person was abusive, but then eventually connected  
6 you to a supervisor.

7 MS. NASH-KENDRICK: Right. And he  
8 was very abusive as well and told me they ain't  
9 out there for decoration.

10 And then they called the cops and  
11 said I was trying to attack them and stop them  
12 from doing their job, which I am in law  
13 enforcement and that can look damaging to my  
14 records. And they didn't have to do that.

15 THE COURT: Now, who did that, the  
16 field people?

17 MS. NASH-KENDRICK: The guy that  
18 was out there, the two gentlemen that was out  
19 there. I even let them use my phone. So how was  
20 I stopping them from cutting off the gas? I have  
21 no idea.

22 And I called the Public Utility  
23 Commission as they were standing there, and I  
24 spoke with them as well. I have all that  
25 documentation.

1           And then they didn't fill up the  
2 hole and it flooded. That's when that big storm  
3 came through, and the water seeped through right  
4 through my house, because they already -- it's  
5 already a hole right there where it's a doorfront.  
6 And the hole that they did, they didn't patch it  
7 correctly. The water seeped in front of my house  
8 and bled my walls. I had mold all in my house.  
9 The steps that was down in here is damaged.

10           THE COURT: Let's slow down a  
11 little.

12           MS. NASH-KENDRICK: Hmm?

13           THE COURT: Slow down a little.

14           MS. NASH-KENDRICK: Okay. I'm  
15 sorry.

16           THE COURT: I'm trying to take  
17 notes here.

18           All right. They didn't fill the  
19 hole at all or didn't fill it properly?

20           MS. NASH-KENDRICK: No, they didn't  
21 file it properly. Here it is right here  
22 (indicating).

23           MR. FARINAS: I'm sorry, did you  
24 say they didn't fill it --

25           THE COURT: Properly.

1 MR. FARINAS: -- properly?

2 So they did fill it?

3 MS. NASH-KENDRICK: No, they didn't  
4 fill it properly, yes. You didn't see the  
5 pictures? They didn't give you the stuff?

6 THE COURT: All right. So water  
7 from the hole seeped through your house and did  
8 what?

9 MS. NASH-KENDRICK: Damaged my  
10 washer and dryer and stuff and my floor. I had  
11 gotten mold all over the place. Can't even use my  
12 basement. And I had to elevate my washer and  
13 dryer and things.

14 And they -- and I called risk  
15 management after I talked to the Public Utility.  
16 They told me to call and try to make a resolution.  
17 I'm calling and I'm calling and calling.

18 THE COURT: And did you submit a  
19 claim to PGW's risk management department?

20 MS. NASH-KENDRICK: Yes, I  
21 submitted the claim to them. First I called my  
22 insurance agency, which is State Farm, and they  
23 told me they're not liable for that. The gas  
24 company was, from they opinion, was in the wrong  
25 and they're not liable. If anybody was to fall in

1 that hole out there in front of there, because of  
2 the location that it's at, that they will be  
3 liable for it.

4 So in the meantime I'm not getting  
5 no rest at all. I have that documentation. They  
6 didn't come back out to fill the hole until the  
7 27th of July. In the meantime, that rain was  
8 storming that I had to call the relief program  
9 for --

10 THE COURT: All right. So on  
11 July, I'm sorry, 23rd, did you say?

12 MS. NASH-KENDRICK: 27th.

13 THE COURT: 27th. They came out  
14 to finish filling the hole?

15 MS. NASH-KENDRICK: They came out  
16 and repatched the hole.

17 THE COURT: Okay.

18 MS. NASH-KENDRICK: And by then it  
19 was too much damage done. The disaster relief  
20 program, they gave me a grant of 410 dollars. And  
21 on 8/11 they came out and they gave me 410 dollars  
22 and 59 cents for to clean up some of the damage  
23 and try, you know, get some of the clothes out of  
24 there. And I couldn't do much with that.

25 And after that I contact Mr. --

1 risk management people. They told me to call. I  
2 spoke to Mr. -- Miss Mills, and then I spoke to  
3 Miss Linda Davis down there. And the person, we  
4 made an appointment when she supposed to come  
5 while I was home.

6 THE COURT: Hold on. These people  
7 were in risk management --

8 MS. NASH-KENDRICK: Yes.

9 THE COURT: -- at PGW?

10 MS. NASH-KENDRICK: Yes, disputment  
11 (sic) department of Philadelphia Gas Works.

12 THE COURT: So they made an  
13 appointment.

14 MS. NASH-KENDRICK: They made an  
15 appointment so that I can be there, and it  
16 supposed to have been in the morning, because I  
17 leave for work around 1:00 in the evening. They  
18 said they would be out that day, but they never  
19 came. They came after I left, around about 4  
20 o'clock, and nobody was there but my daughter.  
21 And there was two gentlemen came in there, a Mr.  
22 Allen K. Donaldson, a supervisor, and I forgot the  
23 other gentleman's name my daughter wrote down.  
24 Came out there.

25 THE COURT: How old's your daughter?

1 MS. NASH-KENDRICK: My daughter is  
2 18. And I don't think they should have --

3 THE COURT: Did she show them  
4 around?

5 MS. NASH-KENDRICK: Huh?

6 THE COURT: Did she show them in?

7 MS. NASH-KENDRICK: She shouldn't  
8 have let them in. I don't think they should have  
9 come in, because she didn't know what happened.  
10 She just came home from college.

11 THE COURT: Well, 18 is not the  
12 same as 8.

13 MS. NASH-KENDRICK: Well, two men  
14 enter in a house with one female --

15 THE COURT: Did she let them in?

16 MS. NASH-KENDRICK: Yes.

17 THE COURT: And I assume they  
18 examined --

19 MS. NASH-KENDRICK: They say they  
20 examined the place.

21 THE COURT: Okay. And do you know  
22 the date of this, the approximate date?

23 MS. NASH-KENDRICK: On 7/27/04 --  
24 no, I'm sorry, 7/29/04 at 10:20 a.m.

25 THE COURT: Wait. 10:20? I

1 thought you said they came in the afternoon after  
2 you left.

3 MS. NASH-KENDRICK: No, that's when  
4 I called them. 7/27. I'm sorry.

5 THE COURT: Wait, you called them  
6 7/27 is what I have.

7 MS. NASH-KENDRICK: No.

8 THE COURT: They came out on --

9 MS. NASH-KENDRICK: They came out  
10 on 7/27. I'm sorry. Stand to be corrected. And  
11 I spoke to them on 7/29.

12 THE COURT: Okay.

13 MS. NASH-KENDRICK: And I spoke to  
14 Mr. Allen -- Mr. Donaldson. He said he been out  
15 there and that I should be receiving some  
16 information from the risk management department on  
17 the damages. And I asked them what was his -- you  
18 know, what did he come up with. He said, "I  
19 already sent it and they should be dealing with  
20 you." And I'm saying -- and I'm thinking in the  
21 meantime that I'm going to wait for them to  
22 reimburse. They can keep the gas off. Just fix  
23 my property the way it was, because that's damages  
24 to it.

25 He didn't -- he never contacted me.

1 So I waited and waited and waited and waited and  
2 nobody never sent nothing. So I called back on  
3 8/10/04, and I spoke to Miss Linda Davison (sic)  
4 again, and Miss Mills is her supervisor. And they  
5 saying that Mr. Donaldson and whoever else came  
6 out with him said that they ain't seen no damages,  
7 which the pictures proved it from the day I sent  
8 them all with the PUC. They didn't see no  
9 damages

10 THE COURT: Do you have pictures --

11 MS. NASH-KENDRICK: Yes, I do.

12 THE COURT: - as exhibits?

13 Do you have a number of copies that  
14 you made?

15 MS. NASH-KENDRICK: Huh? No, I  
16 thought they sent them the copies. I didn't know.  
17 I thought they bring all this stuff.

18 THE COURT: Well, didn't you read  
19 my order telling you -- did you read the hearing  
20 notice that said if you have exhibits bring four  
21 copies?

22 MS. NASH-KENDRICK: No, I didn't  
23 even see that. I thought it mean the copies for  
24 them and -- I'm sorry, I apologize for that. But  
25 here's the pictures if you want to keep them. I

1 don't want to get them off no copy machine.

2 MR. FARINAS: Actually, I object to  
3 them even being entered for several reasons, but  
4 most of which they're being offered for proving  
5 damages which the Commission doesn't have  
6 authority to --

7 THE COURT: Well, I would -- I  
8 mean, obviously the Commission can't give you  
9 damages. I mean, you know that. I sent you a  
10 specific letter telling you that.

11 MS. NASH-KENDRICK: Correct.

12 THE COURT: I was telling you that  
13 this morning.

14 MS. NASH-KENDRICK: Correct. I  
15 will take it -- from this point I will be going  
16 over to the small claims court and get damages  
17 immediately after I leave here before I go to  
18 work.

19 MR. FARINAS: I move to dismiss.

20 THE COURT: Well, is there any  
21 point in even continuing with this? Do you want  
22 to just withdraw your complaint?

23 MS. NASH-KENDRICK: Yes, I want to  
24 continue with it, because I'm gonna need this for  
25 documentation when I go to court.

1 THE COURT: Okay. Well, it really  
2 would have been helpful if you had prepared them  
3 as an exhibit.

4 MS. NASH-KENDRICK: Well, you can  
5 have them. I got copies.

6 THE COURT: Well, I'm going to take  
7 a look at them. You can take a look at them, too.  
8 All right.

9 MS. NASH-KENDRICK: He already have  
10 them.

11 THE COURT: Do you have them?

12 MR. FARINAS: I do not have them.  
13 She did not provide them to me.

14 MS. NASH-KENDRICK: No, PUC said  
15 they provided all that, and that's why you all  
16 sent me the --

17 MR. FARINAS: I don't have those  
18 photographs that are live picture photographs. I  
19 do not have those.

20 MS. NASH-KENDRICK: You all didn't  
21 get none of these? You all didn't get -- you all  
22 have copies of everything that I have.

23 MR. FARINAS: On the Complaint I  
24 think there were shrunken Xerox copies, which is  
25 not that.

1 MS. NASH-KENDRICK: No, it wasn't.  
2 They was the originals.

3 THE COURT: I don't have anything  
4 like that on -- oh, yeah, I did. This really is a  
5 terrible picture. I mean...

6 MS. NASH-KENDRICK: Right. This is  
7 the original.

8 THE COURT: Let me see it, and  
9 then you can see it, too.

10 MR. FARINAS: Certainly.

11 MS. NASH-KENDRICK: It was  
12 insta-matic cameras, not shrunken photos.

13 That's the front of my basement  
14 (indicating).

15 THE COURT: All right. Tell me  
16 what this is. This is where?

17 MS. NASH-KENDRICK: Okay. This is  
18 where the --

19 THE COURT: Why don't we start with  
20 the outside. These are first. Okay.

21 MS. NASH-KENDRICK: These two.  
22 This is where they could've entered my basement at  
23 right here if they was afraid to come in through  
24 the house as they claim they got the police for.  
25 Okay. This is out in front of -- directly in

1 front of my step when you step out in front of my  
2 step. And this is already, you know, open. My  
3 steps then got rotten, because there is a direct  
4 hole into this. So when that water was raining  
5 down there all that time, it was flooded. They  
6 left it like that. (Indicating.)

7 This is all through the front of  
8 my basement (indicating). They saying previous --

9 THE COURT: Okay. I'm not  
10 interested in that.

11 MS. NASH-KENDRICK: Okay.

12 THE COURT: That's purely damages  
13 and completely outside the scope of this. I  
14 guess --

15 MR. FARINAS: When were these  
16 taken?

17 MS. NASH-KENDRICK: That was taken  
18 that day.

19 THE COURT: What day?

20 MS. NASH-KENDRICK: The one she had  
21 -- the same day that they came and did that. The  
22 July the 13th. Then it was taken on the 29th.  
23 Them original ones she had in there.

24 THE COURT: You told me they came  
25 out on the 27th.

1 MS. NASH-KENDRICK: Well, the 27th.  
2 But I was still taking pictures, because they  
3 didn't --

4 THE COURT: These particular --  
5 these two (indicating) --

6 MS. NASH-KENDRICK: Yes.

7 THE COURT: -- when were they taken  
8 and --

9 MS. NASH-KENDRICK: They was taken  
10 in the morning.

11 THE COURT: Of?

12 MS. NASH-KENDRICK: Of the 27th.

13 THE COURT: Well, they couldn't --  
14 all right.

15 MS. NASH-KENDRICK: Because they  
16 didn't get out there until --

17 THE COURT: Is this before they --

18 MS. NASH-KENDRICK: Yes.

19 THE COURT: This is obviously  
20 before they came out and repatched it.

21 MS. NASH-KENDRICK: Right.  
22 Letting you know it's still out there.

23 THE COURT: What does it look like  
24 now? Well, don't you have any pictures of what it  
25 looks like now?

1 MS. NASH-KENDRICK: They covered  
2 it. It's -- you know, they filled it up to the  
3 top, halfway up to the top. It's still like a dip  
4 in there.

5 THE COURT: But you don't have any  
6 pictures of that?

7 MS. NASH-KENDRICK: No, I didn't,  
8 what it looks like now.

9 THE COURT: Do you?

10 MR. FARINAS: I don't.

11 THE COURT: Okay. Take these.

12 Thank you.

13 All right. Let me see where we  
14 are here. They came out, repatched, and for some  
15 reason you called them again?

16 MS. NASH-KENDRICK: Yes, because he  
17 told me he didn't make the decision, that he had  
18 to send it to his supervisor.

19 THE COURT: What is it you wanted  
20 at that point?

21 MS. NASH-KENDRICK: I wanted them  
22 to come out there and fix my sidewalk, put it back  
23 the way that it was.

24 THE COURT: But they had done that  
25 already.

1 MS. NASH-KENDRICK: No. I'm  
2 talking about cement it back, because they didn't  
3 have no right doing that.

4 THE COURT: Well, I guess I'm  
5 confused, then.

6 MS. NASH-KENDRICK: They didn't  
7 have no right digging up the sidewalk.

8 MR. FARINAS: I object to her  
9 statements that we have no right.

10 MS. NASH-KENDRICK: You did not  
11 have any right digging up the sidewalk.

12 MR. FARINAS: We terminated for  
13 non-payment.

14 MS. NASH-KENDRICK: You could have  
15 went inside and cut the gas off. I was there. It  
16 wasn't like I wasn't home. It was not no gas  
17 leaking. There was not no emergency, immediate  
18 emergency. If someone's in the home you can come  
19 into the home, turn the gas off. You did not have  
20 to dig up the sidewalk and cut all my pipes out  
21 and make it cause more damage than it was worth.  
22 Two thousand dollars, I would have gave you 2,000  
23 dollars. You did not have to do that.

24 THE COURT: Well, I don't think  
25 it's necessary to get into that. I mean, I assume

1 the company will establish that you owed money and  
2 that's why they came out and did it. The question  
3 in my mind is whether it was reasonable for them  
4 to cut this hole --

5 MS. NASH-KENDRICK: Yes, it wasn't.

6 THE COURT: -- as opposed to  
7 taking an alternative means of dealing with it.

8 MR. FARINAS: My witness will  
9 establish that.

10 THE COURT: Now, you understand  
11 you're giving your testimony now.

12 MS. NASH-KENDRICK: Yes.

13 THE COURT: And that Mr. Farinas  
14 will ask you questions about it when you're  
15 finished, and then he'll present his witnesses who  
16 will testify, and you will ask them questions.

17 MS. NASH-KENDRICK: Okay.

18 THE COURT: All right. Is there  
19 anything else, then?

20 MS. NASH-KENDRICK: And that's all  
21 I was worried about. All I'm worried about is my  
22 property.

23 THE COURT: Okay. So what you're  
24 saying is they didn't need to cut the hole. They  
25 could have gone through your -- what do you call

1 that -- doors to the cellar.

2 MS. NASH-KENDRICK: The gates --  
3 yeah. Now I have no more steps, no nothing.

4 THE COURT: Okay. And what is it  
5 you want?

6 MS. NASH-KENDRICK: I want my  
7 sidewalk fixed, and I want an apology. And I can  
8 care less, because they did not have to do that.  
9 And my children was freezing and then they try to  
10 be smart and make the appointment for this court  
11 date, not right then and there --

12 THE COURT: They had nothing to  
13 do with --

14 MS. NASH-KENDRICK: Well, they  
15 didn't try to call. They was trying to strong arm  
16 and abuse of authority. They was cutting off  
17 people's stuff when they had no right. They can  
18 cut it off, I don't care, for non-payment, but to  
19 come and cut a pipe? If you want me to pay a  
20 payment, why do all that damages to my property?

21 MR. FARINAS: Currently is it  
22 cemented or is it still blacktop?

23 MS. NASH-KENDRICK: Still blacktop.

24 MR. FARINAS: All right.

25 THE COURT: Now that you've had a

1 chance to understand her testimony --

2 MR. FARINAS: Yes.

3 MS. NASH-KENDRICK: -- do you think  
4 it's worthwhile talking to her?

5 MR. FARINAS: Yes, I do; however,  
6 what she just articulated what she wanted is  
7 different than...

8 THE COURT: Well, that's why I'm  
9 saying now that you've had a chance to fully  
10 express your position it might be a good idea to  
11 resume your talk with the company directly.

12 MR. FARINAS: That's fine.

13 THE COURT: Are you willing to do  
14 that or not? I mean --

15 MS. NASH-KENDRICK: I'm willing to  
16 do that, but it's just the fact that they took and  
17 waited until after Christmas, after New Years. My  
18 daughter just came home from college. I missed a  
19 whole month out of the work.

20 THE COURT: You can't blame them  
21 for that.

22 MS. NASH-KENDRICK: The stress  
23 of --

24 THE COURT: You filed your  
25 Complaint in August. They filed their answer in a

1 timely fashion. And it just takes months for  
2 these things to be scheduled. I mean, there are  
3 thousands of these.

4 MS. NASH-KENDRICK: Okay. I  
5 understand.

6 THE COURT: In fact, I'll tell you  
7 the truth, this is pretty quick.

8 MS. NASH-KENDRICK: Oh.

9 THE COURT: So you can't blame the  
10 company for that. You really just have to blame  
11 the Commission.

12 MS. NASH-KENDRICK: But I was  
13 constantly trying to talk to them. You understand  
14 what I'm saying?

15 THE COURT: I do understand that.  
16 I understand that, but --

17 MS. NASH-KENDRICK: Nobody didn't  
18 want to hear nothing that I had to say on that  
19 day.

20 THE COURT: -- I just don't want  
21 you to hold it against the company, because it's  
22 not their fault at all. That part of it is not  
23 their fault.

24 MS. NASH-KENDRICK: Well, they  
25 need -- the company need to get some different

1 people that know how to talk to people. I'm a  
2 customer. Customer service is very important.

3 MR. FARINAS: I'm interested in  
4 speaking with her. Her position of what she wants  
5 from us here today significantly changed. If  
6 that's what I'm -- if I'm hearing correctly.

7 THE COURT: Well, maybe this will  
8 help you, I'll tell you what my concerns are here.  
9 Okay. And perhaps you can be realistic in terms  
10 of talking to the company.

11 My question would be was it  
12 necessary -- did they do the termination  
13 reasonably. If there was a reason for them to  
14 make the hole, as opposed to going through the  
15 basement, then that's something different.

16 MS. NASH-KENDRICK: But there's no  
17 reason.

18 THE COURT: Was it reasonable for  
19 them to leave it in the condition they did. And I  
20 guess my third one is maybe the customer service  
21 issue should be addressed. Now, I'm not sure --

22 MS. NASH-KENDRICK: Definitely the  
23 supervisor -

24 THE COURT: Stop. Please do not  
25 interrupt.

1 MS. NASH-KENDRICK: I'm sorry,  
2 ma'am.

3 THE COURT: I'm not sure if that's  
4 an issue you're prepared to address, given the  
5 Complaint.

6 MR. FARINAS: The customer service  
7 issue, this is the first we've heard of it.

8 THE COURT: Yeah, because I didn't  
9 see that in here either.

10 MR. FARINAS: It's not in the  
11 Complaint.

12 THE COURT: But I would think  
13 that's something the company's obviously very  
14 concerned about, and I'm sure they're concerned  
15 with satisfying you here. They don't want unhappy  
16 customers, and I'm sure they wouldn't want to have  
17 to deal with this in small claims court either, so  
18 perhaps they'd be willing to address your concerns  
19 now. But you have to be realistic, too.

20 MS. NASH-KENDRICK: Ma'am, I was  
21 realistic even then.

22 THE COURT: No, I mean now.

23 MS. NASH-KENDRICK: And I'm being  
24 as realistic as possible.

25 THE COURT: Do you think it would

1 be a good idea or a waste of time, or should we  
2 just go ahead?

3 MR. FARINAS: I can give it one  
4 more try, but I'm not sure where they stand on the  
5 damages. I -- risk is different from my area, so  
6 I'm not authorized to commit them to anything. So  
7 any agreement we would make would -- be glad to  
8 let her go and file in small claims court and  
9 proceed through where it should have gone in the  
10 first place, but I don't know how much more she  
11 wants, you know.

12 THE COURT: Well, if I can  
13 interject myself here. Obviously Ms.  
14 Nash-Kendrick feels she was treated very badly  
15 throughout this entire process.

16 MR. FARINAS: Yes.

17 THE COURT: And I think -- you  
18 know, I think the company's concerned, because  
19 since you said you are going to be filing a claim  
20 in small claims court, they don't want to  
21 prejudice their chances there by apologizing to  
22 you here, because then you'll use that against  
23 them. I don't know. I don't want to speak for  
24 you, but I would say that is their concern.

25 MR. FARINAS: That's my concern.

1 THE COURT: All right.

2 MR. FARINAS: We apologize for the  
3 inconvenience of this process that you felt that  
4 you needed to go through, but since the jury is  
5 not in on who's liable for damage, I'm not going  
6 to apologize for anything like that.

7 Any inconvenience you've had in  
8 going through this process or dealing with PGW, I  
9 apologize to you for it. But other than that, I  
10 can't speak.

11 THE COURT: Well, you can't expect  
12 him to make kind of admission of liability.

13 MS. NASH-KENDRICK: I understand,  
14 because these not -- you all not the original  
15 people. And I apologize for me being -- because  
16 I've been holding this in since it happened. I  
17 done had my whole -- six people in my family done  
18 got killed. I've been going through hell ever  
19 since that day. And then they come in and they do  
20 that. It's not -- I don't mind paying. I just  
21 had a horrible accident. That's what I explained  
22 to Mr. King and Mr. Livingston. They supposed to  
23 -- I shouldn't be penalized for somebody else not  
24 doing their job on that side.

25 THE COURT: Well, you know --

1 MS. NASH-KENDRICK: That's why I  
2 take time and think of anybody I speak to when I  
3 spoke to 'em and how I spoke to 'em.

4 MR. FARINAS: It's different when  
5 you speak to someone and write down what you think  
6 you hear than what actually what you were --

7 MS. NASH-KENDRICK: No, they say it  
8 gonna -- they say it's being recorded. They're  
9 saying it's being recorded and they said they're  
10 typing it as we speak.

11 THE COURT: Well, Ms.  
12 Nash-Kendrick, what I would suggest is -- I'm not  
13 sure if this is worthwhile, but you have two  
14 problems here: One is this -- the issues you've  
15 raised here, but you also do owe them money, don't  
16 you? And maybe you could work something out that  
17 addresses both of those. Do you know what I'm  
18 saying? Maybe they could make some kind of good  
19 arrangement for you in terms of your arrearage as  
20 part of settlement. But you have to understand --

21 MS. NASH-KENDRICK: I done had to  
22 take that money -- I done borrowed 5,000 dollars.

23 THE COURT: No, no, I'm saying  
24 that perhaps they would be willing to be flexible  
25 as part of an overall settlement of your

1 concerns.

2 Are you? I mean...

3 MR. FARINAS: We're willing to  
4 discuss -- today here I am not with the -- my  
5 clients here are not the people that do risk  
6 management stuff, so therefore, though, don't have  
7 the authority.

8 THE COURT: But there's a phone  
9 here, and I'm sure you have a phone.

10 MR. FARINAS: Yes.

11 THE COURT: I mean, you could talk  
12 to someone, couldn't you?

13 MR. FARINAS: Yes, I could.

14 THE COURT: Why don't we do that.  
15 I think it's good that you fully expressed  
16 yourself, but you do have to be realistic in terms  
17 of what you can expect them to agree to do. I'm  
18 sure they would like to wrap it up and satisfy  
19 you, but there probably is some limits in terms of  
20 what they can do. But explore it, see if --

21 MS. NASH-KENDRICK: I understand  
22 that as well.

23 THE COURT: Okay.

24 MS. NASH-KENDRICK: And that's all  
25 I was asking, is them to do that. I didn't care

1 that they turned -- they did their job. I don't  
2 blame them for that. But the only thing they  
3 didn't do, they didn't have to dig up no sidewalk.  
4 I'm right here at the University of Penn,  
5 University City.

6 THE COURT: Okay. Well, why don't  
7 you discuss it with her, keeping in mind that, of  
8 course, her allegation is not damages, per se, but  
9 it is inadequate service.

10 MR. FARINAS: Yes.

11 THE COURT: Okay.

12 \* \* \*

13 (Brief recess from approximately  
14 10:38 to 11:05 a.m.)

15 \* \* \*

16 THE COURT: Gave the parties  
17 another chance to resolve this. Mr. Farinas, do  
18 you want to report on that?

19 MR. FARINAS: Yes, your Honor.

20 Ms. Nash-Kendrick has graciously  
21 agreed to settle this matter with PGW. The terms  
22 of the settlement are as follows, and I believe  
23 both parties would like them to be put on the  
24 record.

25 THE COURT: Okay. Sure.

1           MR. FARINAS: First, for reasons  
2 that have been explained to her, in the spring PGW  
3 will come out to her property and cement the  
4 blacktop patch that was used for the dig-up that's  
5 in question here. Also, we will have PGW look at  
6 some of the cracks and, in fact, fill in with  
7 patching cement the cracks that are adjacent to  
8 the blacktop patch.

9           Secondly, PGW will put a 500-dollar  
10 credit on the complainant's account. She still is  
11 satisfied with her gas remaining off, but we will  
12 -- until which time she decides to have her  
13 service restored, if she does, the 500-dollar  
14 credit will also be applied.

15           Thirdly, I will -- I have agreed to  
16 write a memo to the vice-president of the customer  
17 service at PGW informing him of the treatment that  
18 was -- that Ms. Nash-Kendrick's testified to  
19 earlier. I specifically, and she agreed not to  
20 be -- not to provide her with a copy of that memo,  
21 as it would contain confidential information or  
22 legal advice. Ms. Nash-Kendrick was satisfied  
23 with the fact that it will mention in a letter  
24 that I will send to her the fact that I had done  
25 this.

1           And may I also say I will also  
2 reduce the other terms of the settlement to  
3 writing and include it in that letter as well.

4           In exchange for all this, Ms.  
5 Nash-Kendrick has agreed not to pursue this matter  
6 further, to seek any further damages in any court  
7 anywhere.

8           THE COURT: Is that a correct  
9 statement?

10          MS. NASH-KENDRICK: Yes, correct.

11          THE COURT: I think that's a very  
12 good idea, because I especially like the part  
13 about bringing to the attention of people in PGW  
14 your experience, and hopefully that will improve  
15 things in the future. And I'm glad for your sake,  
16 Ms. Nash-Kendrick, because there really wasn't  
17 much that could be done in terms of, like I said,  
18 the damages or anything.

19          MS. NASH-KENDRICK: Just the hole.  
20 We wouldn't even be here.

21          THE COURT: So at the most I would  
22 have done -- I could only probably fine them a  
23 small amount. But this way I think will get their  
24 attention and hopefully will result in some actual  
25 improvements.

1                   Now, did Mr. Farinas explain the  
2 procedure in terms of disclosing this out to you?  
3 He'll send you a letter and send a letter to the  
4 Commission, and then you'll get a letter saying  
5 this has been closed. I don't write a decision.

6                   MS. NASH-KENDRICK: Okay.

7                   THE COURT: Okay. Anything further  
8 from you?

9                   MR. FARINAS: Nothing further.  
10 Thank you.

11                   MS. NASH-KENDRICK: Thank you very  
12 much.

13                   THE COURT: Thank you both. This  
14 hearing's adjourned.

15                                   \* \* \*

16                                   (Whereupon, the hearing was  
17 adjourned at approximately 11:08 a.m.)

18                                   \* \* \*

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