

IN THE PUBLIC UTILITY COMMISSION FOR PENNSYLVANIA

Jacquelyn B. N'Jai

Complainant

v.

Case No.: C-2020-3016134

People's Gas Company

Respondent

**BRIEF IN SUPPORT OF COMPLAINANT JACQUELYN B. N'JAI
OUTLINE FOR HEARING**

Jacquelyn B. N'Jai

PO Box 10133

Pittsburgh, PA 15232

Jacquelyn B. N'Jai

4.15.2020

OUTLINE FOR PUC HEARING

I. OPENING ARGUMENTS

Plaintiff is being overcharged for gas usage. This has been going on for some time now. When Plaintiff was able to prove it, somehow the meter went from 610.7 to 7. Something within a very short period of time, and after the People's Gas truck (Blue with white/yellow writing), came out and did something to the meter.

People's bill claimed it was at 7 something all the long. People's bill readings are inaccurate, and/or higher readings claiming they were actual readings, when the actual reading Plaintiff made does not match the bill readings.

Plaintiff reported this Company to the BBB in 2017 or 18 for cheating her. Many others were complaining for the same thing. People's refused to correct the bill, but gave Plaintiff a \$50.00 off. Plaintiff decided to pay the bill. She paid approx. \$500.00 + dollars. In November she got to 0.00.

Then, Peoples decided to cheat her some more, claiming from November-December, (the bill shot up to \$90.00, even though November and December were relatively mild with multiple days above 50-60-degree weather).

Plaintiff reached out more than once to People's, including giving it pictures of the meter readings that do not match the bill's reading, and was costing her higher bills. See email where People's stated in English that it corrected the readings and should have adjusted the bill. Instead, People's continued to charge her \$90.00, 180.00+, etc. and now it is up to 300-400.00 all over again.

Plaintiff filed a complaint with the PUC. Plaintiff met and conferred with People's. No remedy was made.

A. My Rights Violated

According to section 3301(a): "If any public utility, or other person or corporation subject to this part, shall violate any of the provisions of this part, or shall do any matter or thing herein prohibited; or shall fail, omit, neglect, or refuse to perform any duty enjoined upon it by part; or shall fail, omit, neglect or refuse to obey, observe, and comply with any regulation or final direction, requirement, determination or order made by the commission, or any order of the commission prescribing temporary rates in any rate proceeding, or to comply with any final judgment, order or decree made by any court, such public utility, person or corporation for such violation, omission, failure, neglect, or refusal, shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 to be recovered by an action of assumpsit instituted in the name of the Commonwealth. In construing and enforcing the provisions of this section, the violation, omission, failure, neglect, or refusal of any officer, agent, or employee acting for, or employed by, any such public utility, person or corporation shall, in every case be deemed to be the violation, omission, failure, neglect, or refusal of such public utility, person or corporation."

How my utilities are being calculated [Meter is outside/assessable 24/7]

1. Complaint was at \$0.00 balance in November 2019. (Ex. #1)
2. Claims to be actual when they are estimates. (Ex. #2)
3. By December 3, Complainant allegedly owed 90.00.
4. The bill claimed to be an actual 708.6 reading, for December 3, 2019.
5. When Plaintiff provided [proof], picture of reading that bill estimate or actual readings did not match, an email was sent from People's indicating a change from 708.6 to 610.7. [Ex. 3 series Pictures of the meter]
6. Plaintiff assumed that the issue would be handled by People's after the correction. [Ex. #4 Series (email)]
7. Plaintiff assumed that she was getting another corrected bill, that she would pay for.
8. Yet, by Dec-January, Peoples added an additional 90.00, totaling 186.00 bill, and did not change the bill to reflect 610.7 as it claimed it would do.
9. No explanation was given why the change did not occur. [Ex. #5 Bills],
10. Complainant was notified by People's, but People's was unwilling to make any adjustments whatsoever, of the errors.
11. Complainant filed a PUC Complaint since there was no reasoning with Peoples.
12. Complainant read the meter/documented each reading with a picture- multiple times prior to the truck pulling up at the meter. [Ex. 6 Picture of People's truck at the meter in person without any contact with Complainant whatsoever, 1/22/2020].
13. On 1/10/2020 and 1/22/2020, People's agent/in blue and yellow truck pulled up in front of her apartment and was doing something to the meter.
14. Plaintiff went out to make another reading picture, she saw that the meter jumped from 6__._ to 7__._, all in a matter of days. [Ex. 7 pictures of meter changed to 7__._].
15. Plaintiff was ordered to meet and confer with People's again. She did that via telephone conference.

16. During the call, according to People's, no agent came out on the 1/22/2020 to read the meter.
17. People's insisted that the 1/11/2020 picture of the meter did not indicate 6___.__, but claimed it was at 7___.__ instead.
18. Yet, according to the picture of the 1/11/2020 meter reading, the arrow was not yet on the 7, as of that date. [Ex.#8] [Enlargement picture- of the meter]
19. Yet, again, People's refused to credit the bill and now it was at \$360.00 or so, 90.00 more each month, since the Complaint has been pending.
20. In the meantime, Complainant had been taking pictures of her neighbor's apartment/townhouse that is identical to hers. [Ex. 9 series]
21. From 2018-2020, it has been on 4___.__ something.
22. Yet, Plaintiff's jumped from 6 to past 7 within days, and after filing this complaint. [Ex. #10 series]
23. Why my neighbor's #1 -meter dial, did not move from 4 in years, but mines moved in 1-2 days after the siting of Gas rep at the customer's meter, 1/22/2020, was asked People's during the meet and confer?
24. People's insist that the neighbor's meter next to mines, and with the identical replica of my townhouse, has nothing to do with Complainant's meter.
25. Complainant disagrees. [Ex. 11] PUC estimates used to construct estimated readings using a similar property]
26. It is also important to note that some kind of new covering was put on the meter and seen after the People's Gas agent came. [Compare earlier pictures to compare to more recent ones]
27. Using **Plaintiff's Journal recording the readings and comparing the bills**, there are multiple errors, and the Utility Company is refusing any remedy whatsoever, and continued to cheat the Complainant, by overbilling her. [Ex. 10]
 - B. **Bill inaccuracy:** Clearly the bills from 2018-2020 are inaccurate amounts and readings.
 - C. **No testing of the meter was done by the PUC**, to see if the meter is working or why the differences in readings and bills.
 - D. **The PUC should determine exactly what changes were made to the meter on 1/10/2020 and 1/22/2020**, when the people's gas agent came [**unannounced**], to the Complainant's meter in person.
 - E. **The meter is outside and can be accessed 24/7.**

SUMMARY OF VIOLATIONS:

- N'Jai is being cheated on multiple occasions.
- People's is trying to cover it up by tampering with the meter
- Plaintiff refuses to pay for over charges
- Multiple bills from 2018-2019 show wrong meter readings than what could have possibly occurred, as they were at 699-745 etc. before the meter got to those readings.

F. **Why a need for another supplier?**

- A PUC Meter Test is needed (and/or)
- A request for another supplier is needed since People's cannot be trusted
- This is not the first time People's cheated N'Jai.
- In the past, and upon initiation of services, People's was charging N'Jai for someone else's gas usage at 116 Lloyd Avenue Pittsburgh, PA 15218, while N'Jai lives at 7801, #116, Lloyd Avenue Pittsburgh, PA 15218.

- When the error was discovered by N'Jai, it ceased and desisted but the bill was continuously and increasingly high, as is now.
- Plaintiff's gas bill should be around 40-50 dollars max, in the winter months, and the minimum for summer, fall and spring months when the gas heat is not in use.
- Plaintiff has been reading the meter, since the weather has been mild this winter, and she has not needed to have the heat on at all times this winter.
- When the heat is on, it is between 62-66 degrees.
- She is using about 2.__, yet some of the bills show a 17.__, 9.__, and 14 or some other high readings on the bills.
- Currently, the bill is 360.00/=90.00 per month, despite the heat being off, despite the erroneous billing, despite the proof by a preponderance of the evidence.
- Plaintiff needs the Company to recalculate the meter readings as it first claimed it would, and allow a test of the meter to see exactly what the readings really are or why the billing contradicts the actual readings?

G. The preponderance of the evidence that People's Gas Co violated a PUC Code or regulation).

1. Paid hundreds of dollars (\$500.00+) July-Nov. 2019) 0.00.
2. Even with payments, I was threatened with shut off notices, with extremely high amount to get reconnected. [Ex. 15, never terminated gas]
3. Shut off notices reflect 2x the amounts of the bill amount owed to get service back on.
4. People's violated the PUC regulation 52 Pa. Code §56.12(2)(i)(ii), and (5)(iii), (6) was not an option and (9)
5. Peoples made estimated bills each month for over 1-2 years. (Review bills and metering readings)
6. The meter is outside of the property readily accessible.
7. N'Jai reported People's to the BBB in 2018 for the same thing.
8. In good faith, Plaintiff decided to pay the bill to avoid litigation.
9. Now it is happening again and this time she is not accepting the company over charges.
10. Even when the Company established that the customer was overcharged, or overbilled due to an error, it failed to refund or credit the amounts overbilled and instead, continued to overbill and not correct the bills.
11. It sought to cover up the overbilling by altering the meter reading and changing it from 6 something to 7.
12. Even though at the change to 7 something, the bill is still showing inaccurate readings, versus what is on the meter, prior to that change.
13. People's violated 52 Pa. Code §56.262(2)(i) provided an electronic method for N'Jai to send meter reading, changed the meter reading to the correct actual one in email only, and then refused to credit, or refund on the bill.
14. Peoples is currently from 12/2019-4/2020, overbilling plaintiff without any logical explanation whatsoever, except, that the 1/11/2020 meter picture allegedly is on

the 7, and therefore that proves that all the other erroneous bill estimates for 11-12, 12-1 are were accurate too; not to mention the bills for 2018 that are not accurate either.

15. An enlargement of the meter reading on 1/11/2020, shows that the arrow point was not yet on the 7, it was still on the 6, and the only way that arrow could have gotten on the 7 by 1/22/2020, would be if someone with access changed the meter.
16. Yet, at the meeting and conferring with Peoples, Complainant was told the higher number is read in the reading, when between numbers, when N'Jai knows that the lower number (prior #) is the one to be used, except when it goes past "9" or "0".
17. Plaintiff has pictorial proof that the meter readings on specific dates or time frames, are not the same as on the bill.
18. Pictures show the blue and yellow truck in front of the meter on 1/21/2020, but People's insist that no one came out to the meter on 1/21/2020.
19. Pictures show a .
20. All of a sudden, N'Jai #1 dial at "6" was suddenly past the 7, and clearly going towards the "8". While at the same time, the neighbors' #1 dial, has been on 4 since 2018, and still is, for the same row, and identical townhouse as Complainant has.

H. Protection

- Complainant has a right to accurate bills, for the accurate usage without being overbilled.
- Complainant has a right to not pay for overcharges that she knows are in error
- She needs protection from People's not to overcharge her on bills that are not actual, only claiming to be actual on the bills.
- If actual bills, then how does the company explain inaccurate reading from pictures, with dates, of a meter outside of the Complainant's townhouse, that contradict what the bill reflects?
- If the meter jumped from 6 to 7 in a matter of days, did someone make it faster or change the meter to 7 in a matter of days, versus the years it takes to get from one number to the next.
- Can the company make the gas supplied faster than the neighbor and cause higher bills?
- If so, Complainant needs protection from that kind of abuse.
- Maybe a tester from the PUC is needed to read the meter or test the meter.

II. POINTS/CLAIMS

According to the 52 Pa. Code §56.411(3),

"When the actual meter reading establishes that the customer was overbilled due to an error in the readings of the remote reading device, the public utility shall credit or refund to the customer the amount overbilled plus interest calculated under §56.411(3), (relating to duties of parties: disputing party's duty to pay undisputed portion of bills; public utility's duty to pay interest whenever overpayment found)."

In the furtherance of the violation of this section, People's came to the residence of the customer, and changed the dial to 7 or did something to make the dial go from 6 to 7 in a matter of days.

People's refused to refund or credit the customer even though it knows of overbilling, such as 708.4 vs 610.0, totaling approximately 90.00 a month. In one month, the meter went up 14 and/or 24.7/something, from (12/5/2019 -3/5/2019 (14.3 on bill, when 663.0 to 687.7= 24.7)

According to this section #9, regarding Notice, **"the public utility shall inform existing customers of their rights under this section and under 66 Pa.C.S. §1509 (relating to billing procedures)."**

The Customer has read the meter, took pictures of the meter readings, compared them to the bill. On 3/5/2019, according to People's there was **14.3** in usage, **reading 687.7**. On 3/3/2020, Peoples claim 8.4 usage at a **736.2 reading**. Yet on 1/11/2020, the actual reading was **620.6**. From 12/20/2018 reading of **687.7**, on the bill, it went up to **24.7** usage by **3/5/2019**.

The Customer questions the Gas Cost Rate, when the reading is higher than the actual readings. \$90.00 a month in gas bills, [for 1 person], is too high. Especially when in November 2019 the bill was at 0.00, and suddenly in December 3, 2019 it was \$90.00.

People's is not providing Plaintiff with service at the least possible cost.

Plaintiff offered to pay the bill, after the adjustments based on the actual readings. She has not gotten that yet, as of 4/2020. Prior, she paid 500.00+ and that is how in November she owed 0.00.

On the bill, the Commodity Charge (**16.69**), is more than the Customer Charge (**14.50**), and then there is a Capacity Charge of **14.18**, and an additional Delivery Charge of **35.43= \$80.80**.

Clearly, by the preponderance of the evidence, there are billing errors and they were caused by People's/Utility.

"The utility must refund or credit your account with any over-collected amounts resulting from this mistake." Peoples is refusing to do this, as it would have to go back at least a year.

III. EVIDENCE

- a. Bills
- b. Meter readings
- c. Conflicts
- d. Warm weather/Spring like (turned off heat)
- e. Journal of times, usage and readings
- f. Neighbor's meter comparison to movements of dials (much slower)
- g. Neighbor's meter never jumped from 4 to 5 since 2018, while N'Jai's jumped from 6 to 7 in days.

IV. WITNESSES:

- A. Complainant
- B. Pictures
- C. Exhibits

V. CLOSING ARGUMENTS

Peoples had a duty to provide me with "safe and reliable utility service, clear and concise bills, and fair policies."

Plaintiff has a right to not be cheated by being over charged more than her neighbors who have more than one person living there or in and out, who spend most of their time at home (retired, student or work from home, etc), than she does.

Plaintiff has a right to accurate bills, that are reflective of her actual readings, and they show matches or close to it. Plaintiff does not want any estimated bills any more.

According to PUC, **"If your utility sends you a bill each month, the utility will read your meter at least every other month."**

Since 2018, since 2012, Plaintiff only saw the People's Truck outside her patio window once or twice, on 1/22/2020, and 1/10/2020. See picture of the Truck at the meter and then the same or next day, it went from 6 something to 7 really quickly.

There is no obstruction to access the meter, as it is outside of my garage door, easily accessible. Therefore, there is no reason for People's not to have come to really read the meter in person. Had People's done that, then it would have discovered as did Plaintiff when she read the meter, that the readings on the bill do not reflect the actual readings on the meter, from 2018-2020. As a result, the bills had to be estimates.

"If you would like all bills to be based on actual meter readings instead of estimates, you may supply the utility with readings during estimated billing periods." This was not an option for the Complainant, even though she requested actual meter readings, and gave them to People's/PUC.

Even when Plaintiff, as she has in this complaint, supplied contrary pictures of readings to her meter, People's not only claimed to have changed the reading to its accurate reading, but then People's refused to accept the pictures of the actual reading and continued to bill for the inaccurate ones. To then change the meter from 6 to 7 [1.22.2020], was unconscionable, arbitrary and capricious.

Due to Plaintiff's inability to trust People's Gas Company, she wishes to switch to another company to render heat for her home.

Respectfully Submitted,