

BEFORE
THE COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Office of Administrative Law Judge Hon. Emily Devoe
400 NORTH STREET, HARRISBURG, PA 17120

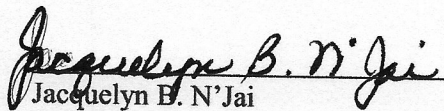
Jacquelyn B. N'Jai
Complainant

Vs.

Peoples Natural Gas Company LLC
Respondent

C-2020-3016134

REPLY BRIEF OF THE COMPLAINANT



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12.7.2020

TABLE OF CONTENTS

- I. INTRODUCTION
 - II. IMPROPERLY OBTAINED READINGS
 - III. INACCURATE READINGS
 - IV. INACCURATE BILLING
 - V. CONCLUSION
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I. INTRODUCTION

According to Peoples Natural Gas Company, since 7/2012-12/2020, the readings for the 7801 Lloyd Avenue #116 have been accurate because it claims to have allegedly used an ERT [**installed in 2017, but not used until 2019**], an agent, and estimates every other month, then, it is impossible for any misreadings or over charges, nor any possibility of violations of other Codes, **to have occurred from that period of time.**

To prove the Utility Company's position, the Company referenced **Ex. F** which compiled by the Company itself, and there was no references to **Ex. B** that was a picture of a meter submitted into evidence on 10/5/2020 that was in dispute by the Complainant, nor was any other true meter reading evidence submitted to prove its claims, other than what its witness testified to.

As a result, it dismisses **the pictorial meter evidence, and testimony of the Complainant** that contradict its readings, as being inaccurately read by the Complainant, the fault of a lagging far left dial, and as a result of that, Peoples request that the PUC dismiss her Complaint, because it allegedly followed all PUC regulations, though citing only 56.12(2) of the PA Code.

Complainant counters that even if the Peoples Natural Gas Company used and ERT, an agent, and did estimates every other month, it does not explain the contradictions in the meter readings of Peoples and the real meter readings at the premises in question, that were supplied by the customer and that **DO NOT CORRELATE TO THE ERT.**

It does not explain the 1/22/2020 changes to the meter as seen by the customer and admitted to by the company; nor does the company explain the period of 2017-3/2019 when the ERT was installed, but was not being used until 2019; and it does not accurately explain how there could possibly have not been any payments even if the record were to have been corrected, when a **lesser amount would have been paid vs overcharges.**

Complainant argues that to the contrary of what the Utility Company states as fact, the PUC should not dismiss her complaint, but should require a refund/credit and sanctions/interest against the Company, because the meter readings were NOT properly obtained, the readings were not accurately read, and as a result she was overcharged.

II. IMPROPERLY OBTAINED READINGS

It was improper from the beginning when the Company charged the Complainant for another premise **116 Lloyd Avenue and not her own 7801 #116 Lloyd Avenue,** and then offered no refund nor credit.

It was improper from **2017, to install an ERT and claim that it was 100% accurate and not use it, until 2019.** If it was so accurate, why wait 2 years before using it?

It was improper, arbitrary and capricious for the Peoples company to submit **exhibit B that was not the same meter as the premises where the Complainant lives**, and then try and deceive the PUC and the customer into believing that it was her meter at 6 in 2016, when it was not. Then, it claimed in the 2017 reading of the tech was allegedly accurately obtained, when there is no way of knowing whether the real reading in 2017 was actually 597.9. If the reading according to the exhibit B was at “6” 2017-11/2019. She believes the different meter in Ex. B was the meter for 116 Lloyd Avenue the wrong apartment, as Peoples really did make that mistake, but NEVER refuted, credited, nor refunded those charges to this date, according to its own records given in 2020. There is no way of proving by the preponderance what the readings were for 2012-11/2019, but to take the guilty Company’s word for it.

What is clear and provable though, is that in 2019, when the Company claims to have used the actual or **ERT/TECH in December of 2019 to read 708.4**, the real meter reading and **exhibit show,¹** that the meter was not **708.4**, but was **610.7**.

It is clear that the readings were not properly obtained when **Peoples tampered with the meter in January of 2020, and sought to make the far left dial change from 6 to 7 either**. If it were **597.9** in 2017, then how could it have been only **610.7** in December of 2019? That would mean that in 2 years Complainant only used 12.8 in gas for 2 years, or some 0.533 in through the 24 months. This is a false representation of the Company, contrary to the evidence, facts, and the law.

The argument that, **“If the Complainant’s argument was true, that would mean that she has not used any gas since late 2017”**, is unconscionable because paying less than the over amount is paying something. Paying back the difference in

¹ [e.g. or the exhibit on page 8 of the Complainant’s Main Brief]

the actual usage and the over usage is paying more than \$0.00, and is usage 2017-2020.

Equally ludicrous is the Utility Company's argument that "*It is simply unrealistic to expect, that Complainant utilized no gas for heating, cooking or heating water since 2017.*" This is ludicrous because ONLY the arguments of Peoples, taken as true would show "0.00" usage, on the basis of its own above inaccuracies, when facts and evidence and even testimony show she did use gas and is not at issue.

In reality, she would have paid LESS but not "0.00" and her argument is that she was **OVERCHARGED, not that she should not be charged at all, nor that she didn't use any gas.** For example, she would have not paid 87._ more in usage in December, she would have paid less, not "0.00" therefore any way you look at it, it is the Complainant's position that the argument makes no sense and that readings were indeed were *improperly obtained.*

Complainant contends that the gas company had her under the assumption that it was using her pictorial meter reading of **610.7 vs 708.4**, as the exhibit submitted into evidence clearly shows, and if it did not intend to do so, then WHY DID THE COMPANY NOT WRITE NOR TELL THE CUSTOMER THAT IT WAS NOT ACCEPTING HER READING UNTIL THE 6/2020 HEARING OR AFTER THE FILING OF THIS COMPLAINT in 1/2020? Why not say in the email, or letter that the Company disagreed with your reading and will not accept the **610.7** reading instead of claiming to have accepted it?

This email is not representative of what the Utility Company is currently stating:

2/27/2020

Gmail - EA198F25D8500 Response



Jacquelyn N'Jai <jredeemed@gmail.com>

EA198F25D8500 Response
 1 message

 Contact Us <contactus@peoples-gas.com>
 To: Jacquelyn N'Jai <jredeemed@gmail.com>

Fri, Dec 13, 2019 at 7:04 AM

Good Morning,

Thank you for contacting Peoples Gas. I have entered the meter read of 8107 on your account. If you have any further questions or concerns, please feel free to contact us via Email, Chat or through our Customer Service Department at 1-800-764-0111. We are available from 7a-5p, EST, Monday-Friday.

Thank you

Tammie

Customer Service

 From: Jacquelyn N'Jai <jredeemed@gmail.com>
 Sent: 2019/12/12 19:41:57
 To: Contact Us <contactus@peoples-gas.com>
 Subject: Response

[External email: Use caution with links and attachments]

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

210000538202

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<https://mail.google.com/mail/u/0/?ik=6d4e700711&view=pt&search=all&permmsgid=thread-f%3A1652806245045883749%7Cmsg-1%3A1652806245045...> 1/1

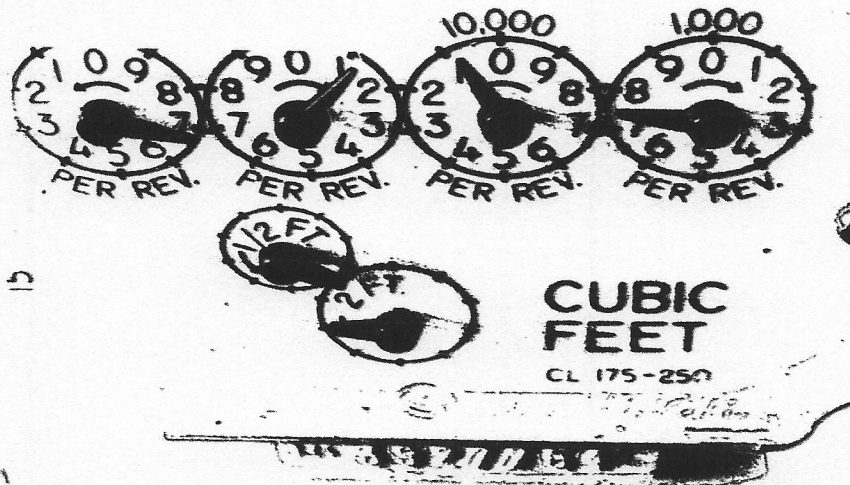
Complainant argues that the readings were not properly obtained from the beginning in 2012 because the Company's documentation shows she was charged beginning in 7/2012, when she did not even live at the premises, and billing for August 15- September was 56.00+, even when the heat was not being used. This proves that from 8/15/2012-9/2012, she was charged 56.00 for a pilot being on, cooking, and hot water, when the current bills show that she uses less than 1.____% during summer and fall months when the heating of the property is not being used.

III. INACCURATE READINGS

According to Ms. Claudon, who was the witness for the Respondent Company, she stated,

“The far left meter dial was lagging slightly and in some photographs it appears that the dial mark is just below the 7, the fact that the other dials have rotated with usage

and the dial immediately to the right of the dial in question has passed the "0" mark, the far left dial as a "7" (higher) is accurate."



Dec. 2019

Pen

Yet, the facts show beyond a doubt, or by the preponderance³ that there was no need to look at the second dial, because the far left dial was clearly a 6 and not a 7, and the second dial was in between the "1" and the "2" tick, and not just passed the "0" so the 1 was used as it reads. There is no rationalization that the Company can make to justify a 708.4 reading, because it is not on the "7" tick, the second dial is not near the "0" nor the "2" tick, and even if we take the 3rd dial, it is clearly still at the "0" and not the "1" yet. The last dial is clearly at "7." and NOT and "4".

Apparently, even if the Utility Company used an ERT, an Agent, and estimates every other month since 2017, or 2012, the reading could not possibly be accurate, according to the real 7801 #116 meter readings.

Since it was not accurate at the beginning in 2012, and it was not accurate in 2017, it could not possibly be accurate in 2019-2020, since the Company refused to correct, refund, or credit the account.

² See 1/11/2020 reading as well. It is not on the 7 yet, nor is it passing the "0" in the second dial but is at the "2"

³ See page 8 of the Main Brief of the Complainant 12/2019 picture of the meter where she lives.

IV. INACCURATE BILLING

If the readings are clearly inaccurate, then the billing is clearly inaccurate as well. For example,

Since the December reading actually show 610.7 vs 708.4, then that is **87.7** over charged usage.

This real actual reading proves by the preponderance of the evidence that the October 2019, the and November's readings of **698, 699** were also wrongful readings that produced **wrongful billing amounts**, because in December 2019 it was **NOT** at **698** nor **699** mark yet, any more than the December bill, being at **708.4**.

Since the January reading shows **624.5**, but the bill reading shows **717.9**, then in January that was **93.4** more in actual usage.

If on 2/8/2020 the reading went to **738.1**, but yet by 2/14/2020 it went back to **631.0**, then it shows that someone from Peoples tampered with the meter and the meter tried to reset itself or something flawed. It does not show a lagging (slowness) but shows a **fastness** instead, as the meter dial is moving **quickly back and forth**, **and it is not taking 2 years to do so**.

If the 2/14/2020 reading shows it tried to reset itself back to 6, as **631.0**, but the February bill shows a reading at **727.8**, then that is **96.8** difference in usage over charged.

Since by 3/3/2020 it showed **736.2** on the bill, and **736.3** on the meter, was because the times that the Customer witnessed the People's truck outside her apartment 1/22/2020 and there after, indicates an agent kept coming back until it was on the same page as the ERT, and as a result, it was tampered with multiple times.

How can the ERT [agent or bill], be 100% accurate, when the readings were not reflective of the actual meter readings until March of 2020?

The only one who profited from these discrepancies was the Utility Company who set the dial to match the bills, after Complainant reported the inaccuracies to the PUC.

The fact of the matter is that the Utility Company is trying to get out of the penalties it would incur from the PUC each day that the errors/over billing were known and refused to be corrected, and in an effort to conceal the fact that the Utility Company allowed this inaccurate billing and over costs to spiral out of control for years.

V. CONCLUSION

There were the following errors in billing provable with clear evidence, that the Utility Company improperly obtained meter readings by claiming to file accurate, actual meter reading, in billing. Yet, even the company witness herself, stated multiple facts that indicate the wrong way to read a meter onto the record, and, in fact the numbers on the bill do not match what is on the meter and as such Peoples was overcharging her.

Complainant submitted time and date stamped evidence, with pictures of the actual meter in question. However, what Peoples submitted did not collaborate with the figures it had on its ERT, nor its agent, nor its estimates, because the 1 meter picture it offered was NOT the complainant's. On record, various characteristics of her meter, are different than the meter Peoples offered in Ex. B, and therefore she objects to the evidence submitted by Peoples being relied upon as true, for any 2015-2017 readings, because the 2018-2020 are clearly not reliable, either.

Peoples Gas Company owes the Complainant the difference in the amount paid minus the actual readings indicated on the evidence, from 2012-2020, and if not that period of time, then however many years the PUC determine in fact were inaccurate overcharges. This does not include any CAP or LIHEAP payments in her behalf.

Plus the company owes her interests, as stipulated in PUC own regulations, and/or fees for each day the Company knew or should have known that it was inaccurately overcharging the Complainant, but attempted to cover that up.

Instead of dismissing accurate and provable facts and evidence of the Complainant, there should be penalties to deter Peoples, for deliberately tampering with the meter to reflect self made irregularities in billing and usage, and then lying about making every other month actual meter reading, when the evidence and the facts say otherwise.

To the Complainant, for years Peoples used inflated and estimated readings in the name of the actual.

Respectfully Submitted,

Jacquelyn B N'Jai

Jacquelyn B. N'Jai

12.7.2020

cc: * Peoples Natural Gas Co-
atty.

* Sec. of Pac. Org.