

SBG Management Services, Inc.

P.O. Box 549 Abington, PA 19001
Phone 215.938.6665 Fax 215.938.7613

February 10, 2014

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

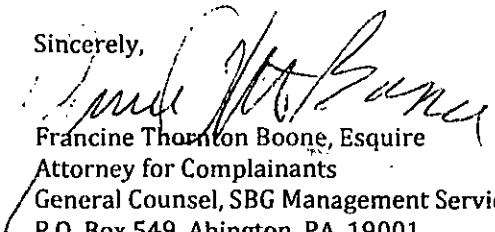
RE: SBG Management Services, Inc. (and related entities) v. PGW, Docket Nos. C-2012-2304167; C-2012-2304183; C-2012-2304215; C-2012-2304303; C-2012-2304324; C-2012-2308454; C-2012-2308462; C-2012-2308465; and C-2012-2334253

Dear Secretary Chiavetta:

On behalf of the Complainants in the above-referenced matters, enclosed for filing is the original **Amended Second Motion to Compel** and original **"Notice to Plead" for the Second Motion to Compel**. Copies to be served in accordance with the attached Certificate of Service. This Motion is also being filed by First-Class, overnight mail, with the Commission today.

If you have questions or require additional information, please do not hesitate to contact me at 215-260-4562 or as described in the contact information, below. Your assistance in this matter is appreciated.

Sincerely,


Francine Thornton Boone, Esquire
Attorney for Complainants
General Counsel, SBG Management Services, Inc.
P.O. Box 549, Abington, PA 19001
c: 215-260-4562
e: fboone@sbgmanagement.com or Booneft@aol.com

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Enclosure

cc: ALJ Eranda Vero (by overnight, First Class mail)
Laureto Farinas, Esquire, Philadelphia Gas Works (by overnight, First Class mail)
Phil Pulley, SBG Management Services, Inc. (by hand-delivery)
Kathy Treadwell, SBG Management Services, Inc. (by hand-delivery)

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In the Matter of:

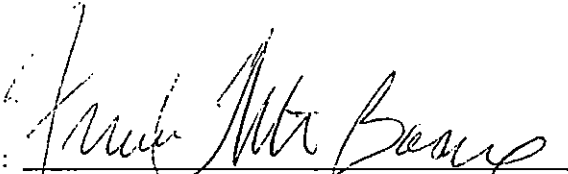
Docket No. C-2012-2304167--SBG Management Services, Inc. (Elrac) v. Philadelphia Gas Works
Docket No. C-2012-2304183--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2304215--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2304303--SBG Management Services, Inc. (v. Philadelphia Gas Works
Docket No. C-2012-2304324--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2308454--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2308462--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2308465--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2334253--SBG Management Services, Inc./Colonial Garden Realty Co., L.P. v. Philadelphia Gas Works

**CERTIFICATION OF COUNSEL OF DISCOVERY UNDERTAKEN AND EFFORTS TO
RESOLVE THE DISCOVERY DISPUTES INFORMALLY.**

In accordance with the applicable regulations and statutes, I, Francine Thornton Boone, Esq., counsel for Complainants, hereby certify that in good faith, on an informal basis, and without the intervention of and prior to contacting the Commission or ALJ Vero for this Motion to Compel, I attempted to resolve these discovery disputes amicably with counsel for Respondent, Laureto Farinas, Esq., in accordance with the applicable sections of Title 52 of the Pennsylvania Code.

Further, I hereby certify that prior to filing the foregoing Complainants' Amended Second Motion to Compel, I personally contacted and spoke to PGW Senior Attorney Laureto Farinas on at least three occasions by telephone, in an effort to resolve these discovery issues, without success. Counsel for PGW refused to provide the additional requested information and documents. Therefore, Complainants are filing this Amended Second Motion to Compel to obtain the requested documents and information.

Date: February 10, 2014

BY: 
FRANCINE THORNTON BOONE, ESQUIRE
P.O. BOX 549
ABINGTON, PA 19001
Phone: 215-260-4562; Office: 215-938-6665
Electronic Mail Address: Booneft@aol.com
Facsimile Number: 215-938-7613
Pennsylvania Attorney I.D. No.—45118
ATTORNEY FOR COMPLAINANTS

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Francine Thornton Boone, Esquire
SBG Property Management Services, Inc.
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Philadelphia, PA 19123
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Attorney I.D. No. 45118

Attorney for Complainants

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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

: DOCKET NO. C-2012-2304183

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SBG MANAGEMENT SERVICES, INC./
FAIRMOUNT REALTY
Complainant

v.

PHILADELPHIA GAS WORKS
Respondent

: DOCKET NO. C-2012-2304215

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SBG MANAGEMENT SERVICES, INC./
SIMON GARDENS REALTY, LP
Complainant

v.

PHILADELPHIA GAS WORKS
Respondent

: DOCKET NO. C-2012-2304324

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SBG MANAGEMENT SERVICES, INC./
ELRAE GARDEN REALTY, LP
Complainant

v.

PHILADELPHIA GAS WORKS
Respondent

: DOCKET NO. C-2012-2304167

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SBG MANAGEMENT SERVICES, INC./
MARSHALL SQUARE REALTY, LP
Complainant

v.

PHILADELPHIA GAS WORKS
Respondent

: DOCKET NO. C-2012-2304303

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SBG MANAGEMENT SERVICES, INC./
MARCHWOOD REALTY
Complainant

v.

PHILADELPHIA GAS WORKS
Respondent

: DOCKET NO. C-2012-2308454

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SBG MANAGEMENT SERVICES, INC./

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OAK LANE REALTY CO., LP
Complainant

V.

PHILADELPHIA GAS WORKS
Respondent

SBG MANAGEMENT SERVICES, INC./
FERN ROCK REALTY
Complainant

V.

PHILADELPHIA GAS WORKS
Respondent

SBG MANAGEMENT SERVICES, INC./
COLONIAL GARDEN REALTY, LP
Complainant

V.

PHILADELPHIA GAS WORKS
Respondent

: DOCKET NO. C-2012-2308462

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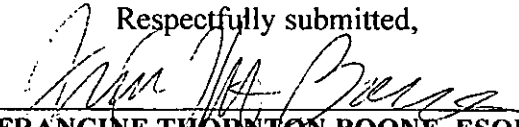
--- NOTICE TO PLEAD---

TO: PHILADELPHIA GAS WORKS, RESPONDENT:

Pursuant to 52 Pa. Code Section 5.103 and 5.342, you are hereby notified to file a written response to the Amended Second Motion To Compel, which was served on February 10, 2014, of the above-captioned matters, within five (5) days from service hereof or you may be deemed to be in default and relevant facts stated in these pleadings may be deemed admitted and a judgment may be entered against you.

Date: February 10, 2014

Respectfully submitted,



FRANCINE THORNTON BOONE, ESQUIRE

Attorney I.D. #45118

General Counsel, SBG Management Services, Inc.

P.O. Box 549

Abington, PA 19001

E: Booneft@aol.com; T: 215-260-4562

Attorney for Complainants

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FEB 10 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

OAK LANE REALTY CO., LP <i>Complainant</i>	: DOCKET NO. C-2012-2308462
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:
SBG MANAGEMENT SERVICES, INC./ FERN ROCK REALTY <i>Complainant</i>	: DOCKET NO. C-2012-2308465
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:
SBG MANAGEMENT SERVICES, INC./ COLONIAL GARDEN REALTY, LP <i>Complainant</i>	: DOCKET NO. C-2012-2334253
V.	:
PHILADELPHIA GAS WORKS <i>Respondent</i>	:

COMPLAINANTS', SBG MANAGEMENT SERVICES, INC., COLONIAL GARDEN REALTY CO. (I and II), FAIRMOUNT REALTY CO., SIMON GARDENS, ELRAE GARDEN REALTY, MARCHWOOD REALTY, FERNROCK REALTY, OAK LANE REALTY CO., L.P., AND MARSHALL SQUARE REALTY ("COMPLAINANTS"),

AMENDED SECOND MOTION TO COMPEL PGW'S RESPONSES TO COMPLAINANTS' REQUESTS FOR PRODUCTION OF DOCUMENTS AND INTERROGATORIES ADDRESSED TO RESPONDENT PHILADELPHIA GAS WORKS, SET II, INTERROGATORY NOS. AND REQUEST FOR SANCTIONS ("AMENDED 2ND MOTION")

Pursuant to 52 Pa. Code Sections 5.342 and 5.321 (c), Complainants, by their undersigned counsel, hereby respectfully request the Pennsylvania Public Utility Commission ("Commission") to compel Philadelphia Gas Works ("PGW" or "Respondent") to fully respond and to file complete answers to Complainants' Requests for Production of Documents and Interrogatories Addressed to Respondent PGW, Set II, Interrogatory Nos. 2,3, 5-31, 33-39 ("Interrogatories") as propounded by Complainants to Respondent, in this matter, and as attached hereto as "Exhibit 'A'".

I. SUMMARY

Respondent's response to the Interrogatories are incomplete and non-responsive and violate applicable statutory law, including 52 Pa. Code Sections 5.342, as well as the

November 14, 2013 and December 9, 2013 Orders of the Commission, as Respondent: (1) submitted incomplete responses that failed to supply all the requested information, including documents, calculations, memoranda, and other information as discussed below; (2) submitted responses that claim to provide information on all the accounts but then fails to provide the *all such* information; and (3) submitted responses that refers to “previously provided” information [to Complainants from Respondent] without *specifically identifying where and in what particular documents the discoverable information is set forth.*

II. SPECIFIC GROUNDS TO COMPEL RESPONSES TO THE INTERROGATORIES

In support of this Amended 2nd Motion, Complainants by and through their undersigned counsel, hereby move the Commission to enter an appropriate Order and Sanctions against Respondent, pursuant to 52 Pa. Code Section 5.342. In support of this Motion, Complainants aver as follows:

1. The above-referenced consolidated Complaints were commenced by filing Complaints and Amended Complaints. Respondents subsequently filed Answers and Amended Answers to the Amended Complaints.
2. Complainants, by its former counsel, Scott DeBroff, Esquire, served discovery requests upon counsel for Respondent.
3. On October 9, 2013, Complainants, by their current counsel, served a second set of discovery requests, Complainants’ Requests for Production of Documents and Interrogatories Addressed to Respondent PGW, Set II (collectively, “Interrogatories”

or “Interrogatories, Set II”), a copy of these Interrogatories, in full, are attached as Exhibit “A”, and incorporated herein by reference.

4. On December 9, 2013, ALJ Eranda Vero issued an “Order on the Joint Motion to Extend the Time to Conduct Discovery and to Continue the Scheduled Hearings” (“12/9/2013 Order”) on page 4 (second full paragraph), that cited ALJ Vero’s November 14, 2013 Order (“11/14/2013 Order”) as follows:

“On November 14, 2013, I issued an Order granting, in part, and denying, in part, the Complainants’ Motion to Compel.... Noting that the objections did not state with any degree of specificity where such information was provided to the Complainants, I instructed the Respondent to do so ‘within fifteen (15) days of the date of this Order unless the parties agree upon a different due date.’ See Order of Motion to Compel, Ordering Paragraphs 5, and 11. Based on the Respondent’s claim that it had already provided to Complainants the information requested by the majority of their Set II-Discovery Requests, I deemed this amount of time sufficient **for the Respondent to direct the Complainants to the information it had provided during previous discovery, to supplement that information, and to answer the remainder of discovery requests propounded by the Complainants.**” (Emphasis added.)

5. The deadline for PGW to provide responses to Set II-Discovery Requests was further extended to January 31, 2014.

6. Pennsylvania statutes define the manner and form of Answers to Interrogatories. Specifically, 52 Pa. Code Section 5.342 (a) (3) and (4) require:

(a) Form. Answers to Interrogatories must:

3. Be submitted as an answer and may not be submitted as an exhibit or in another form.

4. Answer each interrogatory fully and completely unless an objection is made.

(See 52 Pa. Code Section 5.342)

7. Further, ALJ Eranda Vero ordered, in the 12/9/2013 Order at Paragraph 3, page 6, that:

“That the Order issued on November 14, 2013, shall be amended to extend the period of time available to Philadelphia Gas Works for proving (sic) **a full and**

complete response to Complainants Set II of Interrogatories and Requests for Production of Documents to January 17, 2014.” (*Emphasis added.*)

8. Respondent and Complainants agreed PGW would begin forwarding the responses to Complainants in December 2013.

9. Interrogatory #26 stated:

26. Identify and describe any writings, utility reports, correspondence, letters, memorandums, email communications, “MELITA” notes, or any other documentation Respondents sent, mailed, faxed to Complainants or the Commission related to the resolution of or pertaining to Complainant’s Customer Accounts, **SA accounts, former and current meters located at the Subject Properties**, including but not limited to, **Disputed Transactions attached hereto as Exhibits “A-1” through “A-8”**, and including but not limited to the same as located in the **books and records of Respondents’ Dispute Resolution Group, Customer Service Center and/or the Commercial Resource Center.** (*Emphasis added.*)

10. Respondent filed a response to Interrogatory #26 on December 23, 2013 (“Response #26”) that included the following:

“RESPONSE: Attached are the Customer Contract Screens for all of the SBG and related entity accounts. Although the information has been extracted from PGW’s Billing and Credit and Customer Service System (BCCS), it is the same information that is contained in “Contacts for Account” screens that were provided during the hearings on this matter but for the additional employee identification. These contain information relating to writings reports correspondence with respect to any actions taken on the accounts. As the information has been specifically requested, we provide it as an initial response to this and other requests in Set II”.

(See a copy of the 12/23/2013 Response by Respondent for Interrogatory #1 and Interrogatory #26, which are included as two attachments, identified hereafter and attached hereto as Exhibit “B-1” and Exhibit “B-2”.)

11. Between January 17, 2014 and January 31, 2014, Respondent filed Responses and/or supplemental responses for Interrogatory Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 29, 30, 31, 32 (n/a),

33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 (n/a), and 44 (n/a). Respondent previously provided the response for Interrogatory No. 1.

12. The original Second Motion to Compel was filed because the initial response to Interrogatory #26 failed to include the full, complete, and specific information as requested in Interrogatory #26 and as required to be provided by the applicable statutes and the Commission's Orders. The statements, exhibits, and contents of the Second Motion to Compel are incorporated herein by reference as though stated below and herein.

13. Complainants file this Amended 2nd Motion due to Respondent's failure to comply with the Commission's November 14, 2013 Order and applicable case and statutory law and Respondent's failure to provide the requisite full, complete and specific responses to the following Interrogatories, which are discussed specifically herein, below:

Interrogatory Nos. 2,3, 5-31, 33-39 (hereafter, the, "Interrogatories").

14. Interrogatory #2 required Respondent to identify documents "referred to or consulted by Respondent in preparation of the Answers to these Interrogatories and Discovery Requests..." and Respondent's response thereto ("Response #2") stated that:

"PGW will attach to its answer to a specific discovery request each document referred to or consulted by PGW in preparation of that answer." (See Interrogatory #2 and Response #2 at Exhibit " ").

15. Interrogatory #3 required that Respondent "For each document identified, whether in Respondent's possession or subject to their custody and control, regardless of location..., Respondent shall produce or make available for inspection the documentation identified in response to the propounded interrogatory" and Respondent's response thereto ("Response #3") stated:

“Consistent with Discovery Order, PGW will attach its answer to a specific discovery request each document referred to or consulted by PGW in preparation of that answer or, where voluminous and/or unyielding to reproduction, PGW will identify the document in its answer and make it available to the Complainants for inspection.”

16. Throughout the remainder of the Responses, Respondent failed to identify all such documents and/or failed to provide for inspection or to attach all documents as required by Interrogatory ##2 and 3 and as alleged in Response ##2 and 3.

17. Specifically, Respondent failed to identify and attach or provide for inspection, in accordance with Interrogatory ##2 and 3, all documents for the following Interrogatory ##5 through 13:

a. For Interrogatory #5: Respondent refers to “various documents”, but does not affirm or verify that all such documents were identified, produced, attached or provided for inspection by Respondent. Instead, Respondent describes global systems for cataloguing or organizing documents and identifies “(From BCCS) Statements of Accounts...’Contact Screens’...Meter reading information screens...Records of notices—Credit and Collection Events.... (From AIMS) Metering Record Information...Service Order screens...”, while never producing all the individual documents, such as emails, correspondence, internal memoranda, etc. that could and would provide substantive and probative factual information on the specific disputed transactions. Where are the specific documents for each “system” that relate to each particular disputed Customer Account, SA, and disputed transaction. For example, the document or email or internal order that states a particular account will now be changed from just an “unpaid debt” to debt that will be subject to collection efforts, specifically, the filing of a lien and the “internal order” to ultimately impose or pursue a municipal

lien for said debt is never provided on any of the disputed Customer Accounts, SA accounts, and the former and current meters located at the Subject Properties nor for the Disputed Transactions. In other Responses, Respondent provides limited municipal lien information, but Respondent provide no internal documentation on when, how, where, and why specific debts were moved from active, to inactive, to liened, or non-liened debt. The general explanation evades the responsibility to provide specific information, such as documents on specific accounts, SAs, and Disputed Transactions. This information is relevant to the question of the total amount due and whether the amount due is reasonable and in compliance with the applicable rules, laws, tariffs, and statutes.

b. For Interrogatory #6 (b-c), Respondent failed to identify and provide the information and documentation, for “debt collection activities”, as specifically, requested. Respondent failed to state and provide a copy of or inspection of:

- “b. All documents and audio or visual materials used in such training; and
- c. Each person involved in providing such training”.

Despite the plain language of this interrogatory, not a single training manual, training outline, or other training material item was provided. Similarly, Respondent failed to provide a single specific name of a person who actually trains/trained PGW employees in “debt collection activities”.

c. For Interrogatory #7 (a-c), Respondent failed to identify and provide the information and documentation, for “customer billing activities”, as specifically, requested. Respondent, with respect to failed to state and provide a copy of or inspection of:

- “a. The training content, timing, and duration;

- training; and
- b. All documents and audio or visual materials used in such
 - c. Each person involved in providing such training.”

Despite the plain language of this Interrogatory, Respondent stated in response, for (a): “...AMD representatives ...have been trained through their tenure AMD in the various aspects of the calculation of bills.... The CRC representatives with AMD training specialize in the billing of larger commercial accounts on billing and billing corrections.”;

For (b): “CRC representatives are provided training annually or as needed by PGW’s Training Department.”; and

For (c): “Training is provided by the Training Department (3 person staff) who work with CRC management....”

None of the information in this Response fully and specifically provides the requested information and documents. Specifically, stating someone trained during the tenure fails to answer the question of the content, timing, and duration of the training. It is tantamount to asking someone “what did you eat for dinner?” and the person responding that he or she “ate during dinner”. Specifically, Respondent failed to identify or attach or provide for inspection the actual training manuals and materials for which would show the actual content of the training, as required by this Interrogatory. Further, no individuals are identified as a person who provides/provided such training.

d. Interrogatory #8 contains the same problems as identified for the Response ## 5, 6, and 7, which are incorporated herein by referenced and are made a part hereafter as though fully set forth herein. Respondent’s response to #7(a-b) failed to provide or produce for inspection any training materials, documents, or manuals for

“dispute resolution activities” and failed identify with specificity the training program, standards, guidelines, specific rules and policies relied on in dealing with the Customer Accounts, SAs, and Disputed Transactions, which are the subject of this litigation. The Response to #7(c), failed to list any specific person who actually trains or trained PGW employees for this critical work.

e. Interrogatory #9 requests that Respondent identify documents, manuals, instructions, checklists, memoranda, restrictions or other documentation or instructions that Respondent is give, read, reviewed, or other used, regarding policies and procedures related to: a) The Management of Customer Accounts; b) Customer dispute resolution techniques, methods, and practices; c) The debt collection activities on Customer Accounts; d) Meter reading ...; and Responding to inquiries from third parties on Customer Accounts.” Thereafter, Respondent listed a set of policies and referred to “Other PGW documents, but did not provide copies of the same, as attachments or for inspection by Complainants, which was requested and required by Interrogatory ##2, 3, and 9.

f. Interrogatory #10 requests information on training that Respondent provides or receives regarding “Customer Account management activities”. Respondent refers Complainants to Response ##6, 7, 8, 9, 11, 12, and 13, which were all incomplete responses to Interrogatory ##6-9 and 11-13. Accordingly, Response #10 fails to provide, a full, complete and specific response to Interrogatory #10 for the reasons set forth herein at Paragraphs 13 through 17, which are incorporated herein by reference as though stated herein and thereto. Respondent failed to provide full, complete and specific information and copies of documents as requested in this Interrogatory.

g. Interrogatory #11, #12, and #13 request information on the specific systems used, maintained, or operated to record communications or attempted communications (written, oral, electronic, etc.) “...with persons or third-parties in connection with the collection of accounts and Respondent’s policies and procedures for operating such a system... [#11]”; “...with persons or third parties in connection with rates charged or billed or the billing of Customer Accounts [#12]”; and “...with persons or third parties in connection with the dispute resolution practices [#13]” and the policies and procedures for ##11, 12, and 13. To which, Respondent essentially provides the following in its Response ##11, 12 and 13:

PGW uses the following systems in connection with the collection of accounts:

BCCS—Billing, Collection, and Customer Service.

The BCCS is an automated process of bill creation along with the capability of storing payments that received and posted to the customer’s account. The customer’s meter readings are uploaded into the system each month shortly before the bill issue date. The system compares the current meter reading to the previous month’s meter reading and determines the amount of gas used. A bill is then automatically generated in accordance with the applicable rate as defined in the customer account information and the PGW Tariff. If the bills are paid by their due date, collection actions must be taken. Collections follow a scheduled series of events that are controlled by the PGW’s Gas Service Tariff. They occur when Credit and Collection Events (C&C Events) are created and completed.

AIM System. The AIMS system is comprised of 6 different applications:

Resource Management...
Order Generator...
Dispatching...
Field...
Meter Inventory...
Reports...

For Response #12 and #13, Respondent added: “[2] PGW Tariff

www.pgworks.com/index.php/Business/customer-care/tariffs” and for #13, Respondent

also added: “Epitome database”, but without documents from this database related to this litigation as requested.

Respondent, however, fails to specify which tariffs and rates are actually used to calculate the specific bills for the specific Customer Accounts, SAs, and Disputed Transactions that are the subject of this litigation. Further, Respondent failed to attach copies of the documents from the BCCS and AIM system that fully, completely, and specifically state how Complainants’ payments were applied to the Customer Accounts, SAs, and Disputed Transactions that are the subject of this litigation. For example, different sections of the tariff and applicable statutory law determine how a partial payment is applied, how a payment is applied to a disputed transaction or to an undisputed transaction.

As discussed in greater detail, in the Summary Section of this Amended 2nd Motion, the methodology and manner in which PGW’s applies payments to a customer’s account and bill will lead to a significantly increased or reduced bill, balance, and claim for outstanding debt, on liened and unliened “debt”, allegedly due to PGW from that customer.

Further, PGW’s responses that: 1) “PGW applies the payment or calculates the outstanding debt and bills “in accordance with the applicable rate as defined in the ...PGW Tariff”; and 2) “Collections follow a scheduled series of events that are controlled by PGW’s Gas Service Tariff...” are also non-responsive because they constitute conclusions of law, which are within the authority of the Commission to determine. The Interrogatories request factual information on the events, parties, and information affecting this litigation. Once that “factual” information is obtained and

presented to the Commission, the Commission, and not PGW, will determine whether *PGW complied with the PGW Tariff* and whether *[c]ollections [actually] follow ... events...controlled by PGW's Gas Service Tariff*. Unless PGW provides the documentation of its internal memoranda and billing documents on how the payments were applied, when applied as paid in part or in full, or to disputed and undisputed accounts, in full, complete and specific responses, Respondent is avoiding its obligation to explain the methodology and basis for PGW's claims and bills, as well as for certain late payment charges, which should not be assessed on disputed accounts by statute.

Details of the application of payments are nothing new: one need only look at a mortgage statement that reflects how much of the mortgage payment was paid to the monthly and total principal amounts due or to the monthly and total interest amounts due and the effect on the total outstanding balance of each; the mortgage statement does not take and apply the payment in a lump sum with no detailed explanation. The Statement of Accounts and other documents fail to provide this kind of specificity to each Customer Account, SA, and Disputed Transaction, here.

Finally, PGW fails to provide documents from the Eptiome Database, though it is stated as a source of documents and information and PGW also fails to provide documents and information from the Commercial Resource Unit, which Complainants have been in contact with over several years, as admitted by PGW employees and former employees during the August 2013 hearings.

14. Respondent failed to provide full, complete and specific responses for Interrogatories 14, 15, and 16, which are set forth below:

“14. Identify and describe fully any and all computerized, mechanical, manual, or other system(s) that Respondent uses, maintains, or operates to record any and all mail, telephone, in-person, or other forms of communications, or attempted

communications, with persons or other third parties in connection with the dispute resolution practices, and Respondent's policies and procedures for operating such a system of records.

15. Identify whether Respondent, including, any or all of the Respondent's employees, directors, officers, managers, contractors, and/or related parties, **notate, manually or electronically record, or tape record, telephone calls by any means with any persons from whom they are collecting debts or alleged debts, and what steps are taken to preserve these recordings.**

16. Identify whether Respondent, including, any or all of the Respondent's employees, directors, officers, managers, contractors, and/or related parties, **notate, manually or electronically record, or tape record, telephone calls by any means with any persons from whom they are performing customer dispute resolution actions, and what steps are taken to preserve these recordings or notations."**

Respondent's responses are incomplete and limited to stating or referring to "recording" calls, as from a tape recording, but the interrogatories seek more information. The above interrogatories asked whether, where and how the requested information is kept in PGW's records, i.e. recorded by notation "manually or electronically record, or tape record" and asked for the systems to do the same. Essentially, internal memoranda on these calls should also be provided beyond the Customer Service Screens. Complainants, therefore, request that Respondent is compelled to provide this information.

15. Interrogatory ## 17, 18, and 19 state:

"17. In the form of a chronology, for each of Complainants Customer Accounts, SA accounts, former and current meters located at the Subject Properties, including but not limited to, Disputed Transactions attached hereto as Exhibits "A-1" through "A-8", identify and describe in detail and with particularity, the process, the origin, the events, and circumstances under which the Complainants incurred the arrearages, if any alleged due by Respondent, sufficient to warrant the imposition of municipal liens, identifying all documents relevant to, related to, or reflecting such filing or imposition of such municipal lien.

18. Identify and describe each document known to Respondent, which is related to or contains information about the debts that Respondent alleges are due and owing by Complainants and for which Respondent has sought or now seeks to collect on, from Complainants for utility service provided by Respondent, pertaining to Complainant's Customer Accounts, SA accounts, former and current meters located at the Subject Properties,

including but not limited to, Disputed Transactions attached hereto as Exhibits "A-1" through "A-8".

19. Identify, explain and describe each document known to Respondent, which is related to or contains information about billing inquiries, complaints, or disputes on or pertaining to Complainant's Customer Accounts, SA accounts, former and current meters located at the Subject Properties, including but not limited to, Disputed Transactions attached hereto as Exhibits "A-1" through "A-8".

Response ##17-19, however, provide Statement of Accounts and Account Contact Screens, which lack crucial information that PGW uses to calculate a customer's debt. Neither set of documents shows how interest on late payment charges are applied, nor how partial or full payments are applied to disputed and undisputed transactions, SAs, and Customer Accounts, nor how payments are applied to liened and unliened debt, nor the dates when each Customer Account, SA, or Disputed Transaction became a "liened debt" and the period of gas usage covered by each such lien. These interrogatories sought full, complete, and specific information about the calculation of the debt. Unless PGW provides this detailed information, it is not fully and completely responding to these interrogatories because these are the pieces of data that are used to ultimately create, fix and issue a bill, lien, and outstanding or current balance. See also Paragraph 13, above, which is incorporated herein by referenced and made a part hereto.

16. Interrogatory #20 states:

"Identify, describe and explain each instance of a mistake, error or event requiring a correction by Respondent for which Respondent was responsible—either for the error or the correction--pertaining to Complainants' Customer Accounts, SA accounts, former and current meters located at the Subject Properties, including but not limited to, Disputed Transactions attached hereto as Exhibits "A-1" through "A-8"; thereafter, identify and describe the conduct and action taken by Respondents to resolve, correct, repair or rectify the dispute, problem, or error."

While Respondent provided some information, the following information was not provided:

- a. PGW failed to confirm that its response, here, includes the Subject Property, Elrae.
- b. According to PGW, Account with SA# 8938398394971 was shut off on 4/5/06 making the account inactive, yet the Statement of Accounts indicates that this Customer Account continues to accrue interest. C.
- c. Response for Fairmount SA# 6785497900 " was based on a rebilling completed by the accounting department from a listing that "they were working on"-- who generated this list and why?
- d. Response to Marchwood SA# 6676751050 indicates there was an error by the accounting department, but fails to provide a complete, full and specific explanation of and for this error.
- e. Response to Marshall Square and Simon indicates a PUC complaint was made and the dispute was closed, but fails to show whether PGW issued a notice or other writing to the customers/Complainants of or confirming the "closed complaint" in writing.

17. Interrogatory #21 provides:

"Identify and describe in detail each mathematical method, algebraic mean, algorithm and method of calculation used by Respondent to calculate or to confirm the accuracy of Complainant's utility bills from initiation of the Customer Account in each Complainant's name to the present:

a. Describing for each equation, the basis for and manner in which Respondents' imposed its rates and charges;

b. The particular tariff granting authority for or referred to or used to calculate or impose such charges;

c. How and when any charges or payments in accordance with the applicable tariffs were applied to Complainant's Customer Accounts, SA accounts, former and current meters located at the Subject Properties, including but not limited to, [and] Disputed Transactions attached hereto as Exhibits "A-1" through "A-8". (Emphasis added.)

The Response #21 fails to provide the requested information for each Customer Account, SA, and Disputed Transaction from initiation of the account (in the Customer's name) to the present. This information is important because Late Payment Charges become imbedded and part of the running balance, but there is no explanation of whether a payment is being applied to a disputed or undisputed transaction or account, to a liened or unliened debt nor the dates each debt is "liened" and the periods of gas usage covered by that lien to avoid "double billing", nor whether a payment is being treated as a partial payment and subject to different treatment than a "full payment" under the Tariff. Respondent failed to provide and explain how payments were applied on Complainants' Customer Accounts, SAs, and Disputed Transactions. The Statement of Accounts lack this detail, yet PGW just keeps sending this same, incomplete document to Complainants. At a certain point, one must conclude that either PGW will not or cannot explain the basis of its bills and the resulting "claims of debts due" from Complainants. The applicable laws, statutes, and tariffs provide clear guidance, yet PGW does not provide the evidence in its business records of following those guidelines in billing and applying payments of the customers, here.

18. Interrogatory ##22, 23, 24, 26, and 27 requests identification and copies of correspondence, communications, and other documents containing relevant and admissible evidence and/or information like to lead to relevant and admissible evidence. PGW failed to provide the requested information, to the extent that Response ##22, 23, 24, 26, and 27 provide the following response, in substance on a 4-year retention policy:

"PGW is subject to a 4 year record retention policy. To a large extent, the records in PGW's possession only date back 4 years. However, PGW's Billing Credit and Customer Service system (BCCS) contains the "Contact" screens which date back to the installation of that system (circa 2000) or at the creation of an account if after 2000. The

information pertaining to communications or attempted communications requested [here], are found in PGW response to Set Nos. 13 and 26.”

Specifically, PGW needs to affirm that it has no additional records. A four-year retention policy does not mean that NO documents exist prior to 2008 or four years before the initiation of this litigation. If PGW has the documents, no matter how old, PGW is obligated to provide the same. Further, PGW has provided its August 2013 Hearing binders, without specifically stating which documents contained, therein, fully, completely, and specifically respond to each Interrogatory on each Customer Account, SA and Disputed Transaction.

19. Interrogatory #28 (c-e) requests the following:

“28. Identify, describe and explain Respondent’s system of accounts, its policies and practices pertaining to maintaining and ensuring accuracy of customer financial accounts and collection accounts, identify and state the following:

- c. The method for determining how payments are applied and reflected or stated on Customer Accounts.
- d. State the manner in which all usage and billed charges applied to Customer Accounts as payments are received and credited.
- e. Describe the manner in which Respondent determines that a Customer Account should be subject to a collection action of any kind, including a collection action to file and/or impose a municipal lien.

The Response #28, however, fails to provide the requested information for each Customer Account. A general explanation is provided on “how it can be done” or “should be done”, but no documentary proof or evidence or factual support is provided that shows, with respect, to EACH Customer Account, here, PGW ACTUALLY determined how a payment is applied, how all usage and billed charges are applied and payments received and credited, nor the manner in which a particular Customer Account was determined to be and should be subject to a collection action to file and/or impose a

municipal lien. The general explanation, alone, fails to meet and satisfy the discovery request, here.

20. Interrogatory #29 provides as follows: "Identify, describe and explain Respondent's automated collection policies and practices." Response #29 states:

"PGW's automated collection policies and practices are all of the transactions carried out by PGW automated Billing Credit and Customer Service system (BCCS). The BCCS is designed to follow the requisite steps for metering [sic] reading, billing and payment application under the Pennsylvania Public Utility Code. The BCCS is compliant [sic] the Commission approved PGW Tariff."

Response #29 fails to provide specific and detailed information on the collection policies and practices. For example, Respondent failed to identify or provide (as required by Interrogatory #3) any specific documents or memoranda, such as might be kept in PGW's records as kept in the ordinary course of business, that outline or state or show that these policies and practices are ACTUALLY "carried out". Similarly, the Response #29 does not show through identifying and producing the requested documents that "BCCS is designed to follow the requisite steps" nor that BCCS "is compliant with the ...PGW Tariff". The last two sentences of Response #29 constitute conclusions of law as to whether PGW is billing, applying payments, and maintaining Customer Accounts in accordance with the applicable laws, statutes, and tariffs. These conclusions are not good or adequate substitutions for the requested responses and Respondent should be required to provide the same immediately.

Further, PGW's "response" that "BCCS is compliant [...with the] PGW Tariff" is non-responsive and a conclusion of law that is only within the purview of the Commission to determine. PGW also makes such a conclusion without providing the detailed facts and documentation to support the same; therefore, the statement fails to constitute a credible and good "conclusion of law".

21. PGW's Responses to Interrogatory ##30, 31, 33, 34, 35, 36, 37 and 38 fail to satisfy the Complainants' discovery requests for the following reasons:

a. The Responses fail to specifically identify or provide for inspection ALL the PGW policies, manuals, and other documentation listed at or referred to in those responses.

b. Of the policies, practices, and procedures generally referred to or generally listed by PGW in these responses, PGW failed to identify and/or attach or provide for inspection those particular internal policies, practices and other documentation governing the manner and methodologies used by PGW in identifying, investigating, determining, creating, and acting on "adjustments", "make up" bills, "municipal liens", "active account", "inactive account", "late payment charges" and "interest charges" on Customer Accounts subject to outstanding municipal liens" for the responses. In some cases, PGW referred to the Tariff, but does not provide copies of (nor provide for inspection of) the policies, practices and procedures used internally to train employees and to implement and follow the Tariff, for this particular utility company; and for those PGW policies and practices, so listed, PGW fails to attach copies of these policies and practices as required by Interrogatory #3 and averred to by PGW in its Response #3. For example, the Tariff establishes the standard of behavior and action required by law, but whether and how the Tariff is actually satisfied will be based on certain internal memoranda or training manuals; these kinds of documents show how PGW actually does its work and satisfies the Tariff through PGW's operations and employees. These documents show how PGW defines, investigates, determines and takes particular action with respect to an "adjustment", "late payment charge", "application of payment to an undisputed vs. a disputed Customer Account", etc.

c. For its Responses, in particular to Interrogatory ## 34, 35, 36, 37, 38, and 39, Respondent failed to attach or provide for inspection, the details of each Customer Account from the initiation of the Customer Account in the Complainants' name(s) to date. Respondent provides "LPCs", but fails to state what portion of the outstanding balance is comprised of LPCs. This information is important because it would confirm whether PGW is actually applying Complainants' payments, each and every time (not just in two "examples") to undisputed accounts as required by the applicable statute and Tariff (which is cited by PGW). Respondent fails to provide detailed information on whether, when and what portion of the outstanding balance constitutes disputed and undisputed payments, accounts, and bills. Complainants raised arguments that bills were in dispute for years as PGW "worked on" a mutual and amicable resolution. PGW may not agree, but should state at what its own records changed or were adjusted to reflect that these became disputed (in whole or in part) bills/transactions, and when PGW determined to treat those bills (if ever) as undisputed bills/accounts and transactions. This information is vital to determine whether subsequent payments by Complainants were treated properly. For example, if no LPCs were assessed to a Customer Account because the whole account was in dispute, then certain large payments to PGW may have put the Customer Account in a "credit position" with a surplus. If the Statement of Accounts only shows LPCs without this detailed information, then it fails to prove or show the methodology, calculation, and accounting for Complainants' bills and payments to PGW; it fails to confirm whether a surplus could exist. This critical underlying data on the application of Complainants' payments, including the gas usage periods covered in the municipal liens, the date of filing each lien, the dates of satisfaction

of the liens, when each account is determined to be inactive or active and for what period of time, the specific application of partial payments to an outstanding balance to undisputed and disputed Customer Accounts, reconciliation of payments to charges, a running tabulation of Late Payment Charges, separate from the other charges, provide the kind of full, complete and specific responses requested by these Interrogatories, which Respondent failed to provide, here.

In the case of Campos v. PGW, 2013 Pa. PUC LEXIS 344 (May 22, 2013), this Commission determined that PGW failed to properly and correctly apply an undisputed credit to the customer's undisputed portion of the Customer's outstanding balance or debt in accordance with 52 Pa. C.S. Section 56.22 (c); as a result, PGW created a bill that eventually charged LPCs, which were not due if the bill was properly calculated. The undisputed credit was applied to disputed amounts owed. Disputed amounts are not subject to the imposition of LPCs. But undisputed amounts can be charged LPCS where no payment is made. A customer in a credit position does not need to make such a payment, if the credit is properly applied to the undisputed portion of the bill. PGW stood by its original calculations. PGW's improper billing and calculations were only revealed when the Commission examined the background and detail on the disputed and undisputed portions of the bill, the LPCs (origination and effect), the amount of the credit and application of the credit (payment) to undisputed vs. disputed charges. PGW must provide the background details of its bills, charges, interest, LPCs, imposition of liens and details on the liens, and application of payments, credits, and the other sums on the Customer's Account, here, to avoid the kind of billing errors suffered by the customer in the Campos case. The Campos case will be discussed in greater detail below.

22. This Amended 2nd Motion, incorporates the contents and statements set forth in the Second Motion to Compel, by reference, as though set forth herein and thereto, in its entirety.

* * * * *

SUMMARY OF AMENDED 2nd MOTION TO COMPEL

In summary, based on a review of the applicable case and statutory law, Respondent must be compelled to fully, completely, and specifically answer the Interrogatories.

Essentially, the Interrogatories are governed by 52 Pa. Code Section 5.321(c), which provides:

(c) Scope. Subject to this subchapter, a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of another party, including the existence, description, nature, content, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of a discoverable matter. It is not ground for objection that the information sought will be inadmissible at hearing if the information sought is reasonably calculated to lead to the discovery of admissible evidence. 52 Pa. Code Section 5.321 (c).

52 Pa. Code Section 5.342 states the form and manner of Answers to Interrogatories:

- (a) **Form. Answers to Interrogatories must:**
- (1) Be in writing.
 - (2) Identify the name and position of the individual who provided the answer.
 - (3) Be submitted as an answer and may not be submitted as an exhibit or in another form.**
 - (4) Answer each interrogatory fully and completely unless an objection is made.**
 - (5) Restate the interrogatory which is being answered or be inserted in the spaces provided in the interrogatories.

(6) Be verified in accordance with Section 1.36 (relating to verification).

Here, Complainants served Interrogatories on Respondent. Respondent failed to fully comply with Section 5.342, above, and Respondent provided partial or no responsive information to Complainants, as discussed in detail in the above Paragraphs 1 through 23, above. Neither Section 5.342, nor any other section of the statute, supports these incomplete and inadequate discovery responses. As noted in prior pleadings, discovery is encouraged so that the parties may dispose of any or as many issues as possible, prior to trial or hearing. Through discovery, the parties may discover that certain issues are “resolvable” or not in dispute and avoid wasting precious judicial time and resources. Here, Respondent is acting in contradiction to the rules governing discovery.

Respondent must provide its discovery documents and responses in a proper manner. Here, Respondent refers to policies, procedures, practices, calculations of basic charges, outstanding balances, interest and penalties, the imposition of liens, applications of payments and even issues conclusions that Respondent satisfied the applicable laws and tariffs, while responding with exhibits or other forms of or statements documents that contain incomplete information and that fail to organize or state account information in a manner that fully and specifically answers or responds to the Interrogatories as required by Section 5.342. Respondent needs to answer the Interrogatories, specifically, fully and completely as required by law and we respectfully request that the Commission compel PGW to do so.

Pursuant to 52 Pa. Code Section 5.321(c):

“...a party may obtain discovery regarding any matter, not privileged, which is **relevant to the subject matter involved in the pending action, whether it relates to the claim or defense** of the party seeking discovery or to the claim or defense of another

party, including the existence, description, nature, content, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of a discoverable matter.”

Here, the Interrogatories seek information, including “books, documents, and other tangible things and the identity and location of persons having knowledge of a discoverable matter”, that are relevant to this proceeding and that are further defined as discoverable at Section 5.321(c), above. Respondent failed to fully provide and identify those letters, correspondence, records, emails, and other documents explaining the bills, charges, application of payments on the Customer Accounts, SAs, and Disputed Transactions, and documents containing or referring to the internal memoranda/documentation on Respondent’s practices, policies, and procedures underlying the calculation of the debt, imposition of liens (including gas usage period covered by the lien and date of filing/satisfying all liens, if applicable), application of payments, charges, LPCs, and interest charges—and to provide this information on each Customer Account, SA, and Disputed Transaction that are part of this litigation. Without this detailed information, Respondent is withholding critical data that permits all parties and the Commission to confirm or defeat its claim of billing Complainants in accordance with the applicable statutes, tariffs, and laws. (In an effort to amicably resolve this matter, the need for this information was also discussed with counsel for PGW, who refused to provide it.)

Respondent also failed to show where and how the information was previously provided “during the hearings”; as previously done, Respondent simply refers to its Exhibits and its Statement of Accounts. The Exhibits are not organized in a manner to specifically correlate to each discovery request as required by 52 Pa. Code Sections 5.342

and 5.321. The Statement of Account, as stated repeatedly, does not provide details on calculation of the debt and the application of the payments as discussed in greater detail above.

The importance of receiving this detailed, complete, specific, and full discovery response is best shown in the case of Campos v. PGW, where the Administrative Law Judge for the Commission stated that Linda Pereira, a senior customer review officer for PGW testified and noted:

“...the credit that the Complainant had established on his account was absorbed through the make-up bill and that the current undisputed charges after the issuance of the make-up bill have not been paid...PGW also assess a late payment fee...because Complainant had not paid undisputed charges for gas services rendered.” (See Campos, p. 28)”

Thereafter, the Commission, by its ALJ, held at page 28:

“I disagree with the account of billed charges by PGW toward Complainant’s account. The amount of \$2,028.80 is under dispute. PGW does not dispute that \$781.01 is credit accrued by the Complainant for early payments made. PGW cannot place the credit established by the Complainant toward the disputed amount owed. Rather, PGW must continue to place the credit toward undisputed amounts owed. (See Campos, at p. 30)...

As shown in the Campos case, one can not assume that because PGW claims it is calculating the bills and payments in accordance with the statutes, rules, and tariffs, that a full examination of the critical underlying pieces of the bills and charges is a waste of time or unnecessarily burdensome; to the contrary, this Motion to Compel is needed to force a clear and readily understandable explanation for the bills, charges, and payments underlying this litigation and the related Customer Accounts, SAs, and Disputed Transaction.

The statutes governing billing by a utility in this Commonwealth are clear and provide substantial guidance to the parties, as set forth below.

52 Pa. Code Section 56.15 provides:

§ 56.15. Billing information.

A bill rendered by a public utility for metered residential public utility service must state clearly the following information:

(4) The amount due for service rendered during the current billing period, specifying the charge for basic service, the energy or fuel adjustment charge, State tax adjustment surcharge if other than zero, State sales tax if applicable **and other similar charges.** The bills should also indicate that a State gross receipts tax is being charged and a reasonable estimate of the charge. A Class A utility shall include a statement of the dollar amount of total State taxes included in the current billing period charge. For the purpose of this paragraph, a Class A utility shall also include a Class A telephone utility as defined under § 63.31 (relating to classification of public utilities).

(7) The total amount of payments and other credits made to the account during the current billing period.

(8) The amount of late payment charges, designated as such, which have accrued to the account of the customer for failure to pay bills by the due date of the bill and which are authorized under §56.22 (relating to accrual of late payment charges).

(9) The total amount due.

(11) A statement directing the customer to “register any question or complaint about the bill prior to the due date,” with the address and telephone number where the customer may initiate the inquiry or complaint with the public utility.

(12) A statement that a rate schedule, an explanation of how to verify the accuracy of a bill and an explanation, in plain language of the various charges, if applicable, is available for inspection in the local business office of the public utility and on the public utility’s web site.

(14) Electric distribution utilities and natural gas distribution utilities shall incorporate the requirements in § § 54.4 and 62.74 (relating to bill format for residential and small business customers). (Emphasis added.)

Accordingly, the applicable laws and tariffs require that the utility provide specific information on its bills and billing statements. Arguably, despite the discovery requests and the above statutory provisions, PGW continues to refuse to provide details on the bills and payments, including a separate statement of the “accrued late payment charges” and an explanation on how to verify the accuracy of the bills, i.e. provide the details and accounting for the application of payments, including those involving

disputed vs. undisputed debt, lien information, payment information, and LPC detailed information.

52 Pa. Code Section 56.21 provides:

§ 56.21. Payment.

(2) *Date of payment by mail.* For a remittance by mail, one or more of the following applies:

(i) Payment shall be deemed to have been made on the date of the postmark.
(ii) The public utility may not impose a late payment charge unless payment is received more than 5 days after the due date.

(4) *Electronic transmission.* The effective date of a payment electronically transmitted to a public utility is the date of actual receipt of payment.

(6) *Multiple notifications.* When a public utility advises a customer of a balance owed by multiple notices or contacts which contain different due dates, the date on or before which payment is due shall be the latest due date contained in any of the notices.

52 Pa. Code Section 56.22, provides:

§ 56.22. Accrual of late payment charges.

a) Every public utility subject to this chapter is prohibited from levying or assessing a late charge or penalty on any overdue public utility bill, as defined in § 56.21 (relating to payment), in an amount which exceeds 1.5% interest per month on the overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, may not exceed 18% simple interest per annum.

(b) An additional charge or fixed fee designed to recover the cost of a subsequent rebilling may not be charged by a regulated public utility.

(c) Late payment charges may not be imposed on disputed estimated bills, unless the estimated bill was required because public utility personnel were willfully denied access to the affected premises to obtain an actual meter reading.

In addition to the above, the Courts of this Commonwealth have limited how and when the 1.5% interest rate may be imposed in the face of a judgment or lien. Despite PGW's claims, if the interest rate must change to 6% from 18%, upon postjudgment, then the filing date of the judgment or lien is needed to calculate the interest on the liened debt; further, only PGW files the liens and knows the details of the debts and charges underlying these debts and charges. Some of the liens have no account numbers or

information on the gas usage periods covered by the liens—all of this information is part of verifying the underlying debt. Since 42 Pa.C.S. § 8101 (relating to interest on judgments) limits post-judgment interest to 6% per year unless otherwise provided by another statute, it supersedes the regulation that provides for 18% interest per year on amounts owed to a public utility. *Equitable Gas Co. v. Wade*, 812 A.2d 715 (Pa. Super. 2002). We cannot assume, as PGW might, that it does not matter when the lien was filed on each and every Subject Property; this information creates a 12% difference in interest due on the debt.

Further, statutes and the Commission have set requirements on providing information to customers on bills and charges. The Complainants seek information that will easily and readily explain how PGW created its bills and claims against Complainants. By providing the requested detailed information on the bills and payments for the Customer Accounts, as described herein and in Paragraphs 1 through 23 above, PGW will be complying with the discovery requests, as well as with the spirit and goals of the “plain language” guidelines set forth in 52 Pa. Code §69.251, that permit a customer to obtain billing information in a clear and easily and readily understood manner.

52 Pa. Code Sections 56.23 and 56.24 provide as follows:

§ 56.23. Application of partial payments between public utility and other service.

Payments received by a public utility without written instructions that they be applied to merchandise, appliances, special services, meter testing fees or other nonbasic charges and which are insufficient to pay the balance due for the items plus amounts billed for basic utility service shall first be applied to the basic charges for residential public utility service.

And

§ 56.24. Application of partial payments among several bills for public utility service.

In the absence of written instructions, a disputed bill or a payment agreement, payments received by a public utility which are insufficient to pay a balance due both for prior service and for service billed during the current billing period shall first be applied to the balance due for prior service.

The Statement of Accounts, clearly, show partial payments or payments that do not pay the full balance on bills that include basic and nonbasic charges and bills that are for prior service and service billed during the current period. Yet, the Statement of Accounts, do not designate how these partial payments are applied. Without this detailed information, the parties and the Commission cannot verify whether PGW has fully, completely, specifically, and properly complied with the tariffs, statutes, rules, and laws governing good service and billing by a utility in this Commonwealth.

52 Pa. Code Section 56.151 provides:

§ 56.151. General rule.

Upon initiation of a dispute covered by this section, the public utility shall:...

(2) Investigate the matter using methods reasonable under the circumstances, which may include telephone or personal conferences, or both, with the customer or occupant.

(3) Make a diligent attempt to negotiate a reasonable payment agreement if the customer or occupant is eligible for a payment agreement and claims a temporary inability to pay an undisputed bill. Factors which shall be considered in the negotiation of a payment agreement include, but are not limited to:

- (i) The size of the unpaid balance.**
- (ii) The ability of the customer to pay.**
- (iii) The payment history of the customer.**
- (iv) The length of time over which the bill accumulated.**

(4) Provide the customer or occupant with the information necessary for an informed judgment, including, but not limited to, relevant portions of tariffs, statements of account and results of meter tests.

(5) Within 30 days of the initiation of the dispute, issue its report to the complaining party. The public utility shall inform the complaining party that the report is available upon request.

(i) If the complainant is not satisfied with the dispute resolution, the utility company report must be in writing and conform to § 56.152 (relating to contents of the public utility company report). Further, in these instances, the written report shall be sent to the complaining party if requested or if the public utility deems it necessary.

(ii) If the complaining party is satisfied with the orally conveyed dispute resolution, the written utility company report may be limited to the information in § 56.152(1), (2) and, when applicable, § 56.152(7)(ii) or (8)(ii).

(iii) The information and documents required under this subsection may be electronically provided to the complaining party as long as the complaining party has

the ability to accept electronic documents and consents to receiving them electronically.

Clearly, the above shows that Section 56.151 provides the criteria for actions required by the utility in the face of a dispute with a customer. The information requested in the Interrogatories seeks details on the training, practices, policies, procedures used to resolve the disputes in the underlying litigation, as well. The Interrogatories seek specific and detailed information (See the Interrogatories attached at Exhibit "A"), which would permit an understanding and a determination of whether PGW satisfied the dictates of Section 56.151 and other statutes with respect to the disputes at the heart of this litigation. PGW's refusal to specifically, fully, and completely provide this information is an attempt to frustrate the discovery process and to prevent a full and thorough hearing on the bills and PGW's actions in providing "good service" in these consolidated cases. Accordingly, Complainants respectfully request that the Commission compel Respondent to fully, completely, and specifically answer the Interrogatories, here.

III. CONCLUSION


WHEREFORE, Complainants respectfully request Your Honor and the Commission:

- (1) grant this Motion to Compel;
- (2) compel PGW to answer Set II, Interrogatory Nos. 2, 3, 5-31, 33-39 and produce full and complete answers and to provide all information requested in Set II, Interrogatory, Nos. 2, 3, 5-31, 33-39 by March 1, 2014; and
- (3) grant any other relief deemed appropriate, including, but not limited to:

- a. Striking all PGW bills, demands for payments, charges, late payment charges, interest charges, and other costs and charges for those Customer Accounts from PGW to Complainants (except for basic gas usage charges that are not in dispute) for those Customer Accounts, where PGW failed to fully, completely, and specifically provide and respond to any or all of the discovery requests, which are the subject of this Motion; and
- b. Barring the introduction, by PGW, of any evidence in the form of testimony, exhibits, examples or documentation, at the remaining hearings and in the prefiled testimony presented by PGW, in contradiction of Complainants' case in chief or in PGW's defense, that requires the use of, relates to or refers to the documents, materials, and/or responses sought, but not provided by PGW in response to Set II, Interrogatory, Nos. 2, 3, 5-31, 33-39; and
- c. Imposing, any and all other appropriate sanctions for failing to fully and completely answer the Set II, Interrogatories, Interrogatory Nos. 2, 3, 5-31, 33-39.

Date: FEBRUARY 10, 2014

Respectfully submitted,


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Attorney for Complainants

COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In the Matter of:

Docket No. C-2012-2304167--SBG Management Services, Inc. (Elrae) v. Philadelphia Gas Works
Docket No. C-2012-2304183--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2304215--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2304303--SBG Management Services, Inc. (v. Philadelphia Gas Works
Docket No. C-2012-2304324--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2308454--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2308462--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2308465--SBG Management Services, Inc. v. Philadelphia Gas Works
Docket No. C-2012-2334253--SBG Management Services, Inc./Colonial Garden Realty Co., L.P. v. Philadelphia Gas Works

CERTIFICATE OF SERVICE

I hereby certify that on the date below, I have served the foregoing Complainants' **Amended Second Motion to Compel with Exhibits "A" and "B" and the original "Notice to Plead" for the Second Motion to Compel**, upon the Secretary for the Pennsylvania Public Utility by mailing, via First Class, overnight mail, as a hard-copy, and served a copy of the same upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54:

VIA First Class Mail, Overnight Mail only:

For the PA Public Utility Commission:
Administrative Law Judge Eranda Vero
PA Public Utility Commission
Suite 4063--801 Market Street
Philadelphia, PA 19107

RECEIVED

FEB 10 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

For Respondent:
Laureto Farinas, Esquire, Philadelphia Gas Works
Attorney for PGW and Respondents
800 W. Montgomery Avenue, 4th Floor, Philadelphia, PA 19122

VIA Personal Service (by Hand Delivery):

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Date: February 10, 2014

BY: 

FRANCINE THORNTON BOONE, ESQUIRE

P.O. BOX 549

ABINGTON, PA 19001

Phone: 215-260-4562; Office: 215-938-6665

Electronic Mail Address: Booneft@aol.com

Facsimile Number: 215-938-7613

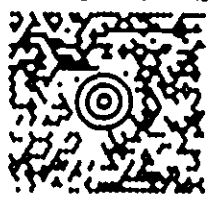
Pennsylvania Attorney I.D. No.—45118

ATTORNEY FOR COMPLAINANTS

SBS MANAGEMENT SERVICES
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P.O. BOX 549
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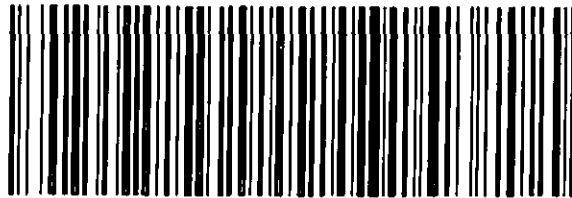


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