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BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF  
WENDELL P. THOMPSON  
AND  
JUANITA M. THOMPSON,

Complainant

vs.

COLUMBIA GAS OF OHIO, INC.,

CASE NO. 99-600-GA-CSS

BRIEFING

Now comes Complainants Wendell P. and Juanita M. Thompson, *Pro Se*, and respectfully request that the Commission find in our favor, the case as presented in defense of the following:

I. Failure of Columbia Gas to present a bill which reflected the amount owed, accurate by month, and which clearly reflected the amounts actually due to be paid by month vice the amounts incorrectly shown on all of the bills I received, reflecting conglomeration of budget amount totals as amounts unpaid.

II. Failure to accurately reflect the actual amounts due, predicated on the monthly charges for service contra stated amounts, reflected as amount due.

III. The ruling which negated my actual submission, which was a spreadsheet and Recapitulation which displayed all amounts billed to me in each

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category, which encompassed and gave a clear picture of the actual bill broken down by every area on the statement. It not only showed each column, it gave an overview which, was characterized as too confusing, yet the document only contained what appeared on the billing in subtitles/totals and represented the substance of what the bill stated. It could determine whether or not the billing was flawed, rather than that my accounting procedures reflecting flaws in my preparation.

IV. Failure to support adequate Dispute Resolution and a position which may be lawful, but is contraindicated in this case. It provides a shelter for incompetence to fall under the purview of the Business Law as opposed to internal controls and fair billing practice. Since this is a very powerful agency, it has a utility which is mandated for health and welfare, the customer is a captive participant and is rendered sterile because of the prevailing detrimental requirement for me as the customer to produce the instruments of payment, which have been executed and delivered funds, which if reversed by inspection should be required to be presented, if for no other reason that as preliminary evidence in contravention to what I might say. Those records are both available at no cost, and would serve to show that my assessment was incorrect. Those records were always available. My only access was to use flawed bills, which were incorrect and my checks which I had in my possession. Compounding that, was my requirement to attain records which were archived in Bank Vaults housing millions of customers records at a cost of well over \$200.00 in copying and or

paying for replication of those instruments executed and delivered to the Columbia Gas. These documents were available and located in close proximity. It represents an attempt at resolution. As a customer, we are subject to the ethics of the service organization. They should not be sheltered from responsibility simply because they hold the service and sufficient cash to hire lawyers who are not interested in truth, but only in proof.

In statements made in the transcript, Mr. Gallagher alluded that I intentionally attempted to misrepresent the payments and that I had duplicated intentionally. This statement was inflammatory, and in my mind, is indicative of an effort to show intent to defraud by misrepresentation. The rhetoric used was a smoke screen to skew the facts, and draw attention away from the documents which are very conclusive because there is no room for speculation--it is written.

The facts reflected on the Columbia Gas bills support my position that the bills, which are represented in Exhibits 1 through 10, clearly reflect actual billing procedures. Further, they are actual bills sent to us and are prima facie evidence which reflects that not only were those bills incorrect; but it also gives a very clear picture of where the totals used as amounts due were coming from. Simple audits would have shown that there was no recapitulation of amounts owed, and column corrected to reflect. That is prima facie evidence that if I were to receive the amended/corrected information, I had to do it, or present instruments which had been executed and delivered to the Columbia Gas Company. It represents

misfeasance in the performance of duty for those persons entrusted with accounting procedures which are mandated by laws in place.

III. The statements and memorandums which were submitted by Mr. Gallagher, stating opposition to the extension of time were founded on misinformation.

Mr. Farkas, the officer appointed to try to bring a negotiated settlement, decided that the spreadsheets would be disallowed, that I should just prepare a sheet reflecting amounts billed monthly, checks paid and present it to him. It in no way obviated the case as filed, which was as much a case of failure to give a correct billing, adjust the amounts appropriately and to correct any flaws in budgeted amounts carried forward.

The amounts due were the same amounts reflected as Budget, and the bills clearly delineated the amount by the code used and placed in the total amount column, reflected as "BC, which is budget code," and was annotated as such on those statements. The running totals used in the amounts due column of the bills clearly reflected as the "amount due" and owing, vice the monthly charges. The "current bill" amount was the total which reflected the month's use.

Mr. Gallagher never made reference to those documents, but chose to denigrate me with another line of attack in an attempt to draw attention to "my failure to produce" documents in the form of canceled checks. The most important information and his flagrant failure to address those bills goes to show

that his intention was not to find out the truth, or to key in on a significant part, e.g., that all of these documents were executed and funds delivered to Columbia Gas, and clearly reflect the dates and cancellations thereto and that the Columbia Gas had a responsibility under the Billing Rights, printed on the underside of the statements to provide to me. It also represents the fact that those checks were legal tender and the monies collected should be accounted for in a timely fashion, and able to stand an audit. The burden of proof and the preponderance of evidence rested solely on my ability to produce documents of canceled check payments, when the bills clearly reflected monies paid for some of the challenged checks. Yet there was never any intent to reflect payments documented by Columbia Gas, but not referenced by me in my spread sheets. When requested to provide that information to me, by his own statement, he states: "We may cover that in my subsequent cross-examination.." (second transcript, pg 13 through pg 14,1 -3. This is not only egregious, but reflects a further failure of Columbia Gas to meet their obligation to provide proof of what was billed as valid, to be, in effect, a true reflection of what we actually owed.

However, the arguments alluded by Mr. Gallagher were to the effect, that I was confused by the budget. This is profound in its concept because in October of 1998, the bill was changed so it no longer afforded the customer the opportunity to validate their mistakes. By taking the bill, and stripping it of any reference to what constitutes an amount and where the actual amount for the month's figures are billed as amounts due vice monthly amount used is muted.

Thus, the customer is subjected to whatever is printed. There is no fail-safe method of audit which would provide a correct answer. It would be subjective at best. The fact that at no time did Mr. Gallagher address the billing, but rather in his examination, his sole mission was to malign my use of the Quicken financial program and my ability to reason. He impinged my integrity and insulted my intelligence.

The testimony of Carol Wilson opprobrious and reflected how poorly the operation of the budget was, and by her own admission under oath, stated that there was nothing written to substantiate a person being on the budget (Initial Hearing Transcript, pgs 106 through 128.) It all goes to show that the billings were not standard and could be changed to reflect whatever a representative wanted to change without an audit trail. Concurrently, it also represented a "hearsay" formula for budget customers. There was no record for whether you wanted to be on the budget or deferred. Further, in my case, my house is 98% electric, and the bills clearly show that my heating cycles were rarely in excess of \$980.00 annually and only encompassed the last two months of the year and the first three of the next year, with the ending credit balances starting in April or May of each year. Further that the bills never represented the actual total owed and through smoke and mirrors, it was explained to me, and I did not understand.

Having worked for 17 years in Budgeting with the United States Southern Naval Command, Republic of Panama, Canal Zone, as Budget Technician for a 3.5 Million encrypted budget for Galeta Island, housing nuclear submarines.

My margin of error was less than .002, budgeting and accounting for accounts receivable and payable for material I could not see. Working as accounting /budget Clerk for City of Columbus, Division of Parks and Forestry, with a capital Improvements Budget of 5M in 1960, and payroll for Landscape Architects and 169 employees, for three years, simple addition is not a difficult or foreign concept. I am not confused, but rather very angry that Columbia Gas attorneys could represent attack as a line of defense.

I am the individual, in every case, who initiated inquiries into the accounting of my billing, and which is documented, to show that the very first bill and a large percentage of subsequent bills were either wrong or flawed and not representative of amounts owed, shown clearly, or corrected appropriately.

Mr. Brewer, who was a supervisor in December 1996, helped to straighten out the bill and had it at a zero balance. When Mary Jones, a very competent representative who worked with manual capability, was never fortunate to be in the new facility, but was very professional, competent and reachable. When she retired, my bill went into a decline and never recovered.

After changes in personnel, I was treated with little respect or regard as a customer. It precipitated my attempt to elevate the case to Mr. Skaggs, who was the Director. This resulted in confrontation with secretaries and administrative assistants, whose only help was to forestall my speaking with Mr. Skaggs. After confrontations with individuals telephonically, being hung up on and put on

hold, I decided to present myself at the office to arrange an appointment. Instead, I was greeted by the only lawyer that I appreciated. He was very respectful and although we did not agree, he attempted to help, to adjudicate through Carol Wilson and the information she provided, we could not agree. He deferred to Carol Wilson, and did not move to allow me to see Mr. Skaggs.

This resulted in the filing of this complaint, the subsequent collusion of Carol Wilson with Mr. Daniel Anderson in my attempt to file with the PUCO. It exacerbated this case and extended it. It subjected our family to maltreatment and empirical cutoffs, and obviated any conclusion or Dispute Resolution (ADR).

I have been denied my rights under federal and state resolutions. I am not an attorney, do not have any degrees in law, do not profess to know what is appropriate in a Hearing such as I have undergone. I believe that right does win over adversity. I also believe in The Law.

For all of the foregoing reasons I request that Your Commission give this case a serious look at the reasons I have given for my position, the documentation which encompasses everything I have represented. Further, that the check syndrome be given its proper place, not as the jurisprudence, but only a part of the complaint.

Nonfeasance is certainly represented in this case, because the problems could have been addressed in the venue where they should have been, within Columbia Gas. However, the exiguous nature of the Columbia Gas response and



position should not ameliorate this case against their procedures.

It could be the source of enormous monies collected from customers who have not addressed these issues, or were the idiosyncratic billing procedures of the past, and presently are misrepresented in the new billing.

In closing, I thank Your Honor for hearing my case and keeping integrity intact during the hearings.

Respectfully submitted for your further action as appropriate.

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