

PUBLIC UTILITIES COMMISSION
STATE OF OHIO

- - -

In the Matter of the Complaint)
of James E. Pietrangelo,)
Complainant,)
vs.) Case No. 99-694-GA-CSS
Columbia Gas of Ohio,)
Respondent.)

- - -

Hearing Room 11-C
Borden Building
180 East Broad Street
Columbus, Ohio 43215
Tuesday, December 7, 1999

Met, pursuant to assignment, at 10:40 o'clock a.m.

BEFORE:

Greta See, Attorney-Examiner.

- - -

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1 APPEARANCES:

2 ON BEHALF OF THE COMPLAINANT:

3 James E. Pietrangelo II, Esq., Pro se
4 1554 Saddlebrook Lane
5 No. 3C
Westlake, Ohio 44145

6 ON BEHALF OF COLUMBIA GAS OF OHIO, INC.:

7 Amy L. Koncelik, Esq.
8 200 Civic Center Drive
P.O. Box 117
9 Columbus, Ohio 43216-0117
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1 P R O C E E D I N G S

2 - - -

3 Tuesday, December 7, 1999

4 Morning Session

5 - - -

6 Thereupon, Columbia Exhibit Nos. 1 through 4
7 were marked for purposes of identification.

8 - - -

9 THE EXAMINER: Before the Public Utilities Commission
10 is Case No. 99-694-GA-CSS, In the Matter of the Complaint of
11 James E. Pietrangelo versus Columbia Gas of Ohio.

12 I am Greta See, the Attorney-Examiner assigned by the
13 Commission to hear this proceeding.

14 At this time I'd like to take appearances of the
15 parties.

16 On behalf of the Complainant?

17 MR. PIETRANGELO: James Pietrangelo, your Honor.

18 THE EXAMINER: And on behalf of Columbia?

19 MS. KONCELIK: Amy Koncelik.

20 THE EXAMINER: Mr. Pietrangelo, as the Complainant,
21 would you like to call your first witness?

22 MR. PIETRANGELO: Yes, your Honor. I'm going to call
23 myself, if I may --

24 THE EXAMINER: Okay.

25 MR. PIETRANGELO: -- and give a narrative.

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1 THE EXAMINER: Yes, you may.

2 MR. PIETRANGELO: Are we going to have opening
3 arguments, your Honor, or --

4 THE EXAMINER: If you -- I don't think it's necessary,
5 but if you'd like to, that's fine.

6 MR. PIETRANGELO: Just one sentence or two sentences.

7 THE EXAMINER: Okay.

8 MR. PIETRANGELO: Your Honor, the evidence will prove
9 that Columbia Gas twice, on two separate occasions,
10 intentionally, knowingly and willfully overcharged me and then
11 later attempted to cover that -- those overcharges up.

12 THE EXAMINER: Okay. With that, I need to give
13 Miss Koncelik an opportunity to also give an opening statement.

14 Miss Koncelik.

15 MS. KONCELIK: The company doesn't need to make an
16 opening statement. Thank you.

17 THE EXAMINER: Okay. Mr. Pietrangelo, as your first
18 witness, as your own witness --

19 MR. PIETRANGELO: Am I going to be sworn?

20 THE EXAMINER: Yes, you are.

21 Would you please raise your right hand?

22 (Witness placed under oath.)

23 THE EXAMINER: Thank you.

24 Please have a seat.

25 - - -

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1 JAMES E. PIETRANGELO II

2 testified as follows:

3 DIRECT TESTIMONY

4 THE WITNESS: I can provide a copy of what I'm reading
5 off of, it's my complaint, just so that I ask myself all the
6 questions. Is that permissible?

7 THE EXAMINER: Your complaint is already part of the
8 record in this case, so you can go ahead and make your
9 statement.

10 THE WITNESS: I'll just reiterate it and add some
11 things.

12 I leased the apartment at 1496 Westford Circle,
13 No. 310, Westlake, Ohio 44145 from March 16th, 1998 until March
14 31st, 1999. I had a lease with Sturbridge Square Apartments.
15 That's the owner or operator of that apartment building.

16 During that lease period, Columbia Gas provided gas to
17 me as a customer. Obviously, they regularly billed me and I
18 regularly paid each bill.

19 In mid or late January 1999, I gave notice to the
20 apartment complex that I would be vacating Apartment 310,
21 although I would continue to pay on the lease until the lease
22 expired.

23 In fact, I did vacate the apartment on approximately
24 January 20th, 1999, and I moved to another location. I moved to
25 an extended stay hotel called Studio Plus, No. 59. The address

1 is 30360 Clemens Road, Westlake, Ohio 44145.

2 After moving out from Sturbridge Square on January
3 20th, like I said, I took a room at that hotel and stayed there
4 from January 21st until January 27th, 1999. I went on a
5 two-week vacation and came back and took a different room, but
6 in the same Studio Plus, and I was there from February 13th,
7 1999 until June 21st, 1999.

8 All my mail from the 1496 Westford Circle, No. 310
9 address was forwarded to the Studio Plus address beginning
10 roughly in early February, and I did receive my mail regularly
11 from the Studio Plus management, including mail that had been
12 forwarded from 1496 Westford Circle, No. 310.

13 On January -- or, about January 20th, I think it was,
14 January 20th exactly, 1999, I completely vacated the apartment.
15 There was not a single thing left in the apartment that I owned.
16 The apartment was completely cleaned. All the windows were
17 shut; I shut them. All the lights were off; I turned them off.
18 No water was running in any of the faucets. I had checked and
19 all the faucets were off. There were no appliances running.
20 The only things operational were the furnace and the hot water
21 heater.

22 I set the thermostat at 55 degrees exactly on
23 automatic and heat, which means that if the temperature falls
24 below 55 the furnace automatically comes on and raises the
25 temperature to 55.

1 The only thing that used natural gas that Columbia Gas
2 supplied in the apartment was the hot water heater, and then
3 that supplied hot water to the furnace and the furnace blew the
4 radiated heat into the apartment, so the only thing that used
5 Columbia's -- Columbia Gas' gas was the hot water heater and, as
6 I said, I turned the thermostat to 55, and I'm absolutely sure
7 of that..

8 Thereafter, and I mean thereafter January 20th, 1999,
9 I regularly went back into Apartment 310 at 1496 Westford Circle
10 to check and make sure that no pipes had burst, or no one had
11 broken in, or anything like that, and each time I found the
12 apartment secure and left it secure.

13 I would like to say that the reason I set the
14 temperature at 55 degrees was I remembered having received a
15 newsletter from the apartment management back in approximately
16 December '98 saying that if tenants ever went on an extended
17 vacation they should leave -- an extended vacation during the
18 winter months they should leave the thermostat set at at least
19 55 degrees, that way the -- the pipes would not freeze and
20 burst. That's the reason why I set it at 55 degrees.

21 Like I said, from January 21st until January 27th,
22 1999, and then from February 13th to June 21st, 1999, I resided
23 at Studio Plus. I lived there, I slept there, I -- my
24 toiletries and possessions were there; I stayed there every
25 single consecutive day of those periods. At no time during

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1 those periods was I ever back in the apartment at 310.
2 Apartment 310 remained completely empty and unoccupied, secured
3 during those periods, including for all of March 1999. To my
4 knowledge, no one went in and tampered with anything in the
5 apartment nor, like I said, was anything wrong with the
6 apartment. The hot water heater was not dysfunctional, to my
7 knowledge; everything seemed to be in working order.

8 In early March 1999 -- Excuse me. Let me go back.

9 In early March 1999, Columbia Gas sent me a bill for
10 my February 1999 gas usage. The bill was for \$9.49 for five CCF
11 used. I paid that bill on time.

12 On approximately March 22nd, 1999, I personally called
13 Columbia Gas -- Gas and spoke with a representative and asked
14 them to cease my gas service to Apartment 310 at 1496 Westford
15 Circle on March 31st, 1999 because that would -- that was the
16 day I would cease to owe on the lease and that would -- that
17 would be the day that I would give possession, i.e., the keys
18 back to Sturbridge Square Apartments.

19 The Columbia Gas customer representative with whom I
20 spoke acknowledged my request and indicated that -- that
21 Columbia Gas would cease my service on March 31st, 1999 and send
22 me a final bill. There's no question -- or, no doubt in my mind
23 that that representative said that they would send me a final
24 bill.

25 On March 31st, 1999, or on or about that day, I

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1 believe, I'm 99 percent certain it was March 31st, 1999, I gave
2 the keys back to Robert J. Morris, who's the assistant manager
3 at Sturbridge Square Apartments and gave -- completely gave up
4 possession of the apartment.

5 On approximately April 4th, 1999, although I think the
6 day was actually closer to April 1st, 1999, I received what I
7 thought was the final bill from Columbia Gas since I was
8 receiving the bill after I had called the customer service
9 representative and told them to turn my gas off.

10 I want to introduce that as an exhibit later. I'll
11 just proceed with the narrative, if I might.

12 This bill was for \$38.83 and for 54 -- that's 54 CCF
13 used for the billing period February 26, 1999 to -- to March
14 29th, 1999, and the due date of the bill was April 15th, 1999.

15 The bill immediately caught my attention for two
16 reasons. First of all, the amount of the bill, thirty-eight-
17 eighty-three, was significantly higher than the \$9.49 that they
18 had billed me for the previous period. There was something
19 wrong there because I wasn't occupying or had not occupied the
20 apartment for either February or March, and the temperature was
21 basically the same for both months, and the thermostat was
22 continually set at 55 degrees, so there was no way there could
23 be, number one, a disparity; and, number two, such a great
24 disparity. That was approximately four times the amount of the
25 previous bill.

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1 Second, I noticed that the bill reflected a calculated
2 reading and not -- not an actual reading of my gas usage, which
3 I thought was strange that this bill was meant to serve as a
4 final bill, which it must have been since I had contacted
5 Columbia Gas and they had told me they would be sending me a
6 final bill because they were ceasing my service.

7 Again, on approximately April 4th, 1999, although I
8 think the date was actually April 1st, I called Columbia Gas and
9 spoke with a customer representative about my concerns with the
10 bill. I outright told the customer -- customer representative
11 that I didn't understand because Columbia Gas knew that my
12 service was ceasing on March 31st, 1999, and they had said that
13 they would send me a final bill, and yet, they had sent me this
14 bill which was due April 15th that was for thirty-eight-eighty-
15 three.

16 I specifically used the word "overcharge". I told the
17 customer representative that Columbia Gas had overcharged me,
18 and they had clearly overcharged me, and overcharged me because
19 I hadn't even been in the apartment for the last two months, and
20 February's bill, the preceding bill, was for \$9.49.

21 And I also told the customer representative that it
22 appeared clear to me that Columbia Gas had not read my meter to
23 be able to tell me what my actual usage was on my final bill as
24 I believed was required under Ohio laws and regulations.

25 In response, the customer representative told me

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1 several things, and I'm very clear about these things. I
2 remember them distinctly, that she stated these things to me.

3 First, she stated that my March bill was higher
4 because it included a full 31 days rather than 21 -- 28 days as
5 in February; second, she stated that the reason why Columbia Gas
6 had not sent me a final bill was because it needed to bill me
7 for my gas usage for March 30th to March 31st, 1999; third, she
8 stated that the Columbia Gas representative was supposed to read
9 my meter that Friday, and I'm speaking of that Friday of the
10 week I had called, and that Columbia Gas would, once it read the
11 meter on Friday, send me a final actual corrected bill and
12 refund me any money that it had overcharged me in the bill that
13 was due April 15th; and last, she also stated that Columbia Gas
14 estimated -- or, estimates every other month's customer bill.

15 There's no question about her having said those things
16 to me. I remember them distinctly. I remember them distinctly
17 because, number one, I was very mad and I tend to remember
18 things when I'm mad; and, number two, we're talking about an
19 allegation of fraud that I had made against Columbia Gas, and I
20 am an attorney and I knew that this would be of importance, so I
21 distinctly remember them. I did not write them down, but I
22 remember them distinctly.

23 The conversation went on with this customer
24 representative on that day. On or about April 4th, I
25 specifically -- and I want to underline "specifically" --

1 informed the customer representative that I believed Columbia
2 Gas had intentionally overcharged me and that they had,
3 therefore, tried to defraud me and were defrauding me, and that
4 they would have gotten away with it except for the fact that I
5 had vacated the apartment and they had not known about it.

6 Also, I asked -- asked the customer representative how
7 she was going -- how the meter -- how my meter was going to be
8 read from March 30th and 31st when it was after March 31st,
9 i.e., was on or about April 4th, how could they go back and read
10 the -- excuse me, read the meter when the meter would have
11 continued to have run past March 31st; in other words, they
12 would be billing me for April 1st, April 2nd, et cetera. They
13 wouldn't know when -- when the meter stopped or, i.e., when my
14 usage actually stopped.

15 Again, I talked about the fraud aspect, that I
16 believed that Columbia Gas had sent me a padded bill, thinking
17 that I wouldn't know that it was padded because it was the last
18 and final bill and I would just pay it and be done with it, and
19 then -- and then I believe that this second bill that they said
20 that they were going to send me would be a low one to sort of
21 cover its tracks, so to speak.

22 Again, I mentioned proof of fraud was that if Columbia
23 Gas -- I just told the representative that what she was saying,
24 her explanations, just did not make sense.

25 Why -- I asked her why had they not calculated the

1 final bill knowing that I had called them and told them that my
2 service would be cut off on March 31st, 1999? Why -- If she's
3 saying that my bill didn't include March 30th and 31st, why were
4 those months not included? And if -- if her explanation was
5 because she was waiting for the meter person to read it, you
6 know, why was that not scheduled until a week-and-a-half after
7 the usage shut off as she had alleged when she said that the
8 reading would be taken on -- on that Friday?

9 There are some other things, but they're mentioned in
10 my complaint, so I won't beat a dead horse.

11 But I'm absolutely certain that the representative was
12 certain that I had told her that I believe that Columbia Gas was
13 defrauding me, there's no question that that -- that the issue
14 was -- of fraud was raised and that the representative raised
15 these explanations and that the representative said that a final
16 actual corrected bill -- actual bill would be sent to me and
17 that would be based on a reading that was taken that Friday --
18 or, was to be taken that Friday.

19 I did tell the representative that I would pay the
20 bill that was due April 15th for two reasons -- for two
21 reasons: Number one, Columbia Gas had not retracted it; and,
22 number two, I believe if I failed to pay it Columbia Gas would
23 list me as delinquent on my payment.

24 And the second thing, there's no mistake that I said
25 this to her and there's no mistake that she heard this. I told

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1 her this, "Mark my words, I believe Columbia Gas would still try
2 and defraud me and charge -- continue to charge me that
3 overcharge, that they would charge me again for the
4 thirty-eight-eighty-three that I had not used".

5 I paid the bill that was due April 15th, 1999 with a
6 check and, to my knowledge, based on my information received
7 from the bank, Columbia Gas did cash that check. Several days
8 after my conversation with the customer representative, Columbia
9 Gas sent me what is listed on the bill as a final bill, and the
10 amount of that final bill -- after I had told them that they had
11 overcharged me the thirty-eight-eighty-three -- the amount of
12 this new bill was not only the thirty-eight-eighty-three but an
13 additional \$.82; in other words, they did not reduce the
14 overcharge.

15 The additional amount that they charged me was \$.82,
16 and it was for an additional one CCF for the billing period
17 3-29-99 to 3-30-99, and again, this was not an actual bill, it
18 said, "Calculated Bill", even though at the bottom it says,
19 "Final", and as we'll go over this in the exhibits after I --

20 THE EXAMINER: Mr. Pietrangelo --

21 THE WITNESS: Yes, your Honor.

22 THE EXAMINER: -- for clarity, I'd appreciate it if
23 you'd introduce the exhibit now.

24 THE WITNESS: Yes, your Honor. Both of the previous
25 bills?

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1 THE EXAMINER: Yes.

2 THE WITNESS: The first bill due April 15th, I'd like
3 marked as Exhibit A, Complainant's Exhibit A. I'll hand out
4 copies.

5 THE EXAMINER: Is this a copy that I can keep?

6 THE WITNESS: That's the original, which can go into
7 the record.

8 THE EXAMINER: I'm going to mark it now and then I'll
9 make a copy after the hearing and return the original to you.

10 THE WITNESS: Okay.

11 - - -

12 Thereupon, Complainant's Exhibit A was
13 marked for purposes of identification.

14 - - -

15 THE WITNESS: And then the second bill that Columbia
16 Gas sent me, which is due April 16th, I would like marked as
17 Exhibit B, Complainant's Exhibit B.

18 THE EXAMINER: Do you have a copy for Miss Koncelik?

19 THE WITNESS: Yes, I have copies.

20 - - -

21 Thereupon, Complainant's Exhibit B was
22 marked for purposes of identification.

23 - - -

24 MS. KONCELIK: I would just ask, the April 15th bill
25 would be A and the April 16th bill would be B?

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1 THE EXAMINER: I believe that's the way he -- Which
2 dates are you referring to? I'm looking at the "Please Pay
3 Amount Due By April 15th".

4 THE WITNESS: Yes, your Honor.

5 THE EXAMINER: That's what you've introduced as
6 Exhibit A?

7 THE WITNESS: Yes, your Honor.

8 If I could just make one more part of my narrative and
9 then I'll get to the bills.

10 THE EXAMINER: Sure.

11 THE WITNESS: That way it will make sense.

12 After I received the second so-called final bill from
13 Columbia Gas, I contacted the Public Utilities Commission and
14 made a complaint.

15 THE EXAMINER: When you refer to the second bill,
16 you're talking about Complainant's Exhibit B?

17 THE WITNESS: Yes, your Honor.

18 After I received Exhibit B, I thereafter
19 immediately -- or, several days thereafter called the Public
20 Utilities Commission and filed a complaint or made an oral
21 complaint.

22 On approximately April 18th, 1999, I received an
23 envelope from Columbia Gas -- this will also be an exhibit -- I
24 received an envelope from Columbia Gas containing one thing, and
25 one thing only, a check in the amount of \$28.52. There was no

1 bill, either on the statement or the check itself -- or, when I
2 say "statement", I mean there was a statement of the check, not
3 a statement of a bill. There was no bill, either on the
4 statement of the check or in the envelope. I did not and have
5 not cashed that check yet and that check has already expired.

6 Two more things.

7 Number one, I never gave Columbia Gas permission to
8 estimate my bills or agreed to that; and, number two, other than
9 the two exhibits I've introduced into evidence, I did not
10 receive any other bill from Columbia Gas after March 31st, 1999.

11 I'm putting up on the easel a blowup of Exhibit A.

12 Your Honor, I know this is discombobulated, but there
13 are a lot of facts that I have to collate.

14 Before we go into the bills, I would also like to
15 introduce into evidence two affidavits, and I have copies for
16 opposing counsel.

17 Should I give these to you first?

18 THE EXAMINER: Yes.

19 THE WITNESS: I'd like -- I would like marked as
20 Complainant's Exhibit C the affidavit of Robert J. Morris, and
21 then as Complainant's Exhibit D the affidavit of Melisa
22 Pusateri.

23 MS. KONCELIK: Your Honor, let me object to the
24 admission of these exhibits. There's been no showing that these
25 witnesses are not available for the hearing. Columbia has been

1 given no opportunity or has never seen a need to depose these
2 people, assuming that they would be here at the hearing today.
3 So I believe they would be hearsay evidence and, therefore, not
4 admissible.

5 THE EXAMINER: Mr. Pietrangelo, would you like to
6 respond?

7 THE WITNESS: I would, your Honor.

8 Number one, Columbia Gas could have subpoenaed these
9 witnesses themselves. Number two, I did not -- I intended to
10 have these two witnesses testify in person, but because my
11 motion to have the hearing held in Cleveland was denied, I was
12 not going to put them through a two-and-a-half-hour trip down
13 here. They're both working people.

14 One, Mr. Morris, his wife just suffered a miscarriage.
15 I would not -- I was not going to put them through that. Number
16 two, those are sworn affidavits, they're notarized; they're
17 proper evidence. Number three, under Greater Cleveland Welfare
18 Rights Organization, Incorporated versus PUCO, which is at the
19 second volume of Ohio State 3d, Page 6- -- beginning at Page 62,
20 and, actually, the holding is on Page 68, the case is 1982, the
21 Public Utilities Commission has latitude in what it admits as
22 evidence. There is indicia, complete indicia of reliability.

23 Like I said, they're sworn, notarized statements. You
24 can look up the Notaries. They're from two different Notaries,
25 so there's no indication, you know, of using -- of misusing a

1 Notary, or anything like that.

2 THE EXAMINER: Mr. Pietrangelo, would Columbia have
3 even been aware of these two witnesses?

4 THE WITNESS: Absolutely, your Honor.

5 THE EXAMINER: How is that?

6 THE WITNESS: In their voluminous discovery requests,
7 I listed these witnesses.

8 MS. KONCELIK: Your Honor, I'd like to respond.

9 We were aware of these witnesses. Obviously, Columbia
10 saw no need to subpoena them because they're not part of
11 Columbia's case. Mr. Pietrangelo made every representation that
12 he would bring his witnesses with him. Notwithstanding the fact
13 that his motion was overruled, we had no reason to believe they
14 wouldn't be here.

15 I don't think that, you know, the travel, although it
16 would be a hardship, and I sympathize with the one witness who's
17 had a family emergency, I don't think that makes them
18 unavailable in terms of how the evidence rules contemplated
19 "unavailability".

20 Point in fact, we brought three witnesses here today
21 for the Complainant to ask questions of and they all had to
22 travel.

23 And, lastly, I don't believe the fact they're sworn
24 affidavits constitutes a hearsay exception that would make them
25 admissible in any way in this proceeding.

1 THE WITNESS: I'd like to --

2 THE EXAMINER: I've heard all that I'm going to
3 entertain.

4 (Pause.)

5 Mr. Pietrangelo, what's your purpose for introducing
6 these two affidavits?

7 THE WITNESS: Your Honor, to verify portions of my
8 testimony; to verify that I was not living in Apartment 310,
9 1496 Westford Circle during the entire month of March 1999 and
10 the entire month of February 1999.

11 THE EXAMINER: These are facts that you've already
12 testified to, correct?

13 THE WITNESS: Yes, your Honor.

14 THE EXAMINER: Okay.

15 THE WITNESS: Also, other parts that I was --

16 THE EXAMINER: Thank you.

17 THE WITNESS: Okay.

18 THE EXAMINER: With that, Mr. Pietrangelo, your motion
19 to introduce the affidavits which you asked to be marked as --
20 previously requested to be marked as Complainant's C and D is
21 denied.

22 THE WITNESS: I'm not sure what the procedure is, but
23 I'd like to preserve that issue for appeal, if there's an
24 appeal, so I'd like that on the record.

25 There are --

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1 THE EXAMINER: Your request is so noted. Continue.

2 THE WITNESS: For the additional reason that they also
3 support other parts of my testimony that may be in issue.

4 THE EXAMINER: We'll hold them here and address it at
5 that time.

6 THE WITNESS: Okay. I'd like to introduce two further
7 exhibits. We're now to Exhibit C.

8 These are business records of the National Weather
9 Service that were taken off the Internet. I would introduce
10 them under the business records exception to hearsay.

11 I'll give -- And then this is Exhibits D-1 and D-2,
12 which is the check and the envelope it came in, that Columbia
13 Gas finally sent to me after I complained to the Public
14 Utilities Commission.

15 THE EXAMINER: D-1 is the check itself and D-2 is
16 going to be the envelope.

17 THE WITNESS: Yes, your Honor.

18 - - -

19 Thereupon, Complainant's Exhibits C, D-1 and D-2
20 were marked for purposes of identification.

21 - - -

22 THE EXAMINER: Does counsel for Columbia have any
23 objection to Complainant's C, which is the Climate Summary for
24 February and March 1999?

25 MS. KONCELIK: No, your Honor.

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1 THE EXAMINER: Exhibits D-1 or D-2?

2 MS. KONCELIK: No, your Honor.

3 THE EXAMINER: Please continue.

4 THE WITNESS: I'd like to proceed --

5 THE EXAMINER: Yes.

6 THE WITNESS: -- and go over these bills.

7 Like I said, this is a blowup of Exhibit A, which is
8 the bill that I received from Columbia Gas. At the top it's
9 clearly identified as a Columbia Gas of Ohio bill. It has my
10 account number and my name. It says, "Billing Summary For:
11 James E. Pietrangelo, 1498 Westford Circle 310, Westlake, Ohio
12 44145-6943, Account No. 14938220-001-1. Please Pay Amount Due
13 By April 15, 1999, \$38.83".

14 Notice, there's no word "estimated" up here. It says,
15 "Please Pay Amount Due", "amount" and "due", there's no word
16 "estimated" in there, and it's for 1496 Westford Circle,
17 No. 310.

18 "Utility Services, Prior Billing Information, Account
19 Balance on Last Bill, \$9.49."

20 THE EXAMINER: I'm sorry, Mr. Pietrangelo. Excuse me
21 for just a minute.

22 Miss Koncelik, would you like to stipulate to the fact
23 that the bill says what it says?

24 MS. KONCELIK: Yes, the company would stipulate to
25 that.

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1 THE EXAMINER: Thank you.

2 THE WITNESS: I think it's necessary --

3 THE EXAMINER: Then you don't have to read each piece;
4 you can just go to your specific facts, the highlights, or the
5 items that you feel you need to show.

6 THE WITNESS: I don't need to agree to a stipulation,
7 I don't believe. I'm not going to agree to that simply
8 because --

9 THE EXAMINER: Let's go off the record, please.

10 (Discussion held off the record.)

11 THE EXAMINER: We're back on the record.

12 THE WITNESS: Okay. Well, again, this is necessary.
13 I want you to understand what the prior month's billing was.
14 \$9.49, which I paid, would have been the previous bill, where
15 for, I believe, February 1999, five CCF was used.

16 "Current Charges for Residential Service." It doesn't
17 say, "current estimated charges", it doesn't say, you know, "If
18 you want to pay this, you can", it says, "Charges -- Current
19 month charges, \$38.83, amount due".

20 "Next Meter Reading Date: April 28, 1999." Pretty
21 strange since my service is going to be cut off on March 31st,
22 1999. "Next Meter Reading Date: April 28th, 1999."

23 "Billing Period, February 26, 1999 to March 29, 1999;
24 Days: 31 days; From: 2841", which the meter reading is an
25 actual reading to 2895, which is a calculated reading. "Gas

1 Used: 54 CCF."

2 There's no mistake here, they're charging me for 54
3 CCF used, gas used. No question it says, "Used". This is a
4 bill charging me with having used 54 CCF in the amount of
5 thirty-eight-eighty-three.

6 I'll just go over this, your Honor, but if you'll
7 notice all these different dates and the amounts. Remember, I'm
8 in occupancy until January of '99. That's right.

9 I'll put a blowup of Exhibit B, which is the second
10 bill Columbia Gas sent me after I complained to them that they
11 were defrauding me and had overcharged me.

12 Again, "Your Account Number 14938220-001 (sic),
13 Columbia Gas, Please Pay Amount Due By April 16, 1999". They're
14 not saying, "You don't have to pay it if you don't want",
15 they're saying, "Please pay amount due". It's not saying
16 "estimated", it's not saying, "You could pay this if you want",
17 it's saying, "You owe this amount, amount due, thirty-nine-
18 sixty-five". Again, "Please Pay Amount Due By April 16, 1999,
19 thirty-nine-sixty-five."

20 And it's a "Billing Summary For James E. Pietrangelo,
21 1496 Westford Circle No. 310, Westlake, Ohio 44145-6943.
22 Utility Services: Prior Billing Information, Account Balance on
23 Last Bill, thirty-eight-eighty-three". They've carried the
24 balance forward; there's no question. This was the bill that I
25 received after I called them and specifically told them they had

1 overcharged me.

2 Payments received, zero on that last bill of
3 thirty-eight-eighty-three. Balance at billing,
4 thirty-eight-eighty-three. That's the balance due.

5 "Current Charges For Residential Service, Final
6 Service, \$.82. Amount Due, Meter Information, Billing Period
7 From March 29, 1999 to March 30th, 1999", one day, "Meter
8 Readings, From Calculated to Calculated, 2895 to 2896."

9 Putting Exhibit A next to Exhibit B, this is that --
10 the last calculated amount on Exhibit A was 2895 and that
11 continues on Exhibit B. "Gas Used, 1 CCF."

12 We go down a little bit further and in asterisks it
13 says, "Final Service Bill", even though the last reading is
14 calculated and it's one CCF for one single day.

15 I want to bring Exhibit A up again. And if we go to
16 February of '99, it says gas used for the month of February '99,
17 five CCF for an entire billing period, which may be more than 25
18 days; for one day, they bill me one CCF; for one day, one CCF.

19 Note that March -- I believe March 31st -- or, March
20 ends on March 31st, yet they only billed me to March 30th.
21 Remember, their initial explanation to me was that they had not
22 billed me for March 30th or 31st. So even that wasn't true,
23 what the customer representative had told me.

24 Again, just the final service bill ends -- has
25 calculated amounts, one CCF for one single day, and they carried

1 forward the thirty-eight-eighty-three that they had charged me
2 for the previous period, for a total of thirty-nine-sixty-five.
3 This is a bill I received after I called them and told them they
4 had overcharged me and that I was no longer living in that
5 apartment and after they had told me, "We'll correct your bill;
6 we'll send you a final bill; we'll send you a bill".

7 They told me someone would go out and take an actual
8 reading, which I told them was impossible to begin with. They
9 took a calculated reading, apparently.

10 I would just like to direct the Court's attention to
11 Exhibit C, which is the National Weather Service summary of
12 temperatures and weather for the months of February '99 and
13 March 1999, and directing its attention down to the bottom of
14 the page. The average monthly temperature for February 1999, it
15 says 34.7.

16 THE EXAMINER: Show me exactly where you're reading,
17 Mr. Pietrangelo.

18 THE WITNESS: I'm sorry, your Honor. I'll show you
19 right there (indicating), 34.7. And if you'll flip to the third
20 page, which is the summaries for March 1999, in the exact same
21 spot it says average monthly temperature at 34.3. So the
22 average monthly temperature for both months was 34 degrees, give
23 or take .4 degrees.

24 Drawing the Court's attention to Exhibit D. It's a
25 check for \$28.52 sent to James E. Pietrangelo II at 1496

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1 Westford Circle 310, Westlake, Ohio 44145. The date is April
2 19th, 1999. It's from Columbia Gas of Ohio. The state- -- The
3 attached page is titled "Statement of Remittance"; also from
4 Columbia Gas of Ohio. It simply says what the voucher number
5 is, the invoice number, the date on the check, the gross amount
6 of the check, the net amount of the check, it has my address at
7 1496 Westford Circle 310, Westlake, Ohio 44145, and it says,
8 "Please call your local office for questions about this overpaid
9 final; totals twenty-eight-fifty-two", and that's Exhibit D-1.

10 If the Court will go to Exhibit D-2, you'll note that
11 there's a forwarding sticker on the envelope, meaning it was
12 forwarded to 30360 Clemens Road, No. 304, Cleveland, Ohio 44145,
13 which is the address of Studio Plus.

14 Going back to D-1, you'll note that my address is in
15 such a position on the statement of remittance that it would
16 have shown through the window of the envelope, so obviously,
17 this check was sent to my old address at 1496 Westford Circle
18 and it was forwarded to my new address at Studio Plus, meaning
19 that mail from Columbia Gas was getting to me at my new address.

20 I would like to direct the Court's attention -- Let me
21 stop for a second. Your Honor, am I making arguments now or is
22 there a separate time for arguments, or should I just do it all
23 at once now? I've testified to everything I'm going to testify
24 to.

25 THE EXAMINER: Let's go off the record.

1 (Discussion held off the record.)

2 THE EXAMINER: Let's go back on the record.

3 If that concludes your testimony --

4 THE WITNESS: Yes, your Honor.

5 THE EXAMINER: Miss Koncelik.

6 MS. KONCELIK: Yes.

7 - - -

8 CROSS-EXAMINATION

9 BY MS. KONCELIK:

10 Q. Mr. Pietrangelo, were you aware at the time that you
11 had an account at -- at 1496 Westford Circle that your account
12 had calculated and then actual readings every other month?

13 A. No, absolutely not.

14 Q. Did you ever request an actual reading on your
15 account?

16 A. Other than when I did so with the customer
17 representative on that.

18 Q. At the very end.

19 Did you request it during the time period you were
20 there, I think about a year? Did you ever request an actual
21 reading?

22 A. No, because my assumption was I was paying for what I
23 actually used, therefore, Columbia Gas would have to be giving
24 me actual readings.

25 Q. Did you read your bills that said "calculated" on them

1 for those prior months?

2 A. I don't believe those ever said "calculated". If they
3 did, then I did not read that portion of them.

4 Q. When you finally requested an actual reading at the
5 time of the dispute, let's say, did Columbia perform an actual
6 reading?

7 A. I don't know.

8 Q. Did they give you any indication that they would not
9 perform an actual reading? Did they give you trouble with
10 wanting to perform an actual reading for you?

11 A. Other than my conversation with the customer
12 representative, I had no discussions with Columbia Gas, so I
13 can't answer that.

14 Q. Well, did she say she would not perform an actual
15 reading for you?

16 A. No, she said that they would.

17 Q. Do you have any reason to believe that they didn't
18 perform an actual reading?

19 A. Yes.

20 Q. And what would that be?

21 A. An actual reading would have to constitute a reading
22 by a person of the meter during my usage, so if they took a
23 reading of the meter after March 31st, 1999, it wouldn't be of
24 my usage, it would be of someone else's usage.

25 Q. Do you know if someone else moved into your apartment

1 after you did?

2 A. I don't know if they did. I just know that I wouldn't
3 be responsible after March 31st, 1999; that was my first reason.

4 And the second reason is, based on the fact that they
5 had charged me four times the amount of the previous month's
6 bill, even though I was not in the apartment for either month,
7 led me to believe that they were intentionally defrauding me
8 and, therefore, that anything that Columbia Gas said from that
9 point on was questionable.

10 Q. Did you receive an adjustment to your bill after the
11 final reading?

12 A. Well, I don't know if a final reading was taken; and,
13 number two, other than the two bills that I received that are
14 exhibits, no, after March 31st, 1999, I did not receive one.

15 Q. Okay. I think you said the customer rep you talked to
16 said you would receive an adjustment if you had overpaid your
17 bill; correct?

18 A. That's correct.

19 Q. And then, at some point you received the check that's
20 Exhibit D-1 for \$28.52; correct?

21 A. Correct.

22 Q. Wouldn't it have been reasonable to surmise that that
23 check was, indeed, the adjustment that she told you you'd
24 receive if you overpaid?

25 A. Yes and no.

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1 It was some adjustment, it was a refund, but unless it
2 was based on my actual usage and that usage was demonstrated to
3 me in a bill, I wouldn't know if that was the full refund that I
4 was entitled to.

5 Q. Did you ever call to inquire about it, like it says on
6 here, "Please call your local office for questions about this
7 overpaid final"?

8 A. No, because I called the Public Utilities Commission
9 at that point because Columbia Gas had twice overbilled me and I
10 had brought it to their attention already, so it was -- any
11 reasonable person -- and this is my feeling at the time -- would
12 think it useless to further communicate with Columbia Gas after
13 you've been defrauded twice.

14 Q. So just a simple answer, you didn't call to inquire
15 about what the twenty-eight-fifty-two was for, what kind of
16 reading it was based on, or anything?

17 A. No, ma'am.

18 MS. KONCELIK: I don't think I have any other
19 questions.

20 THE EXAMINER: Mr. Pietrangelo, it's now my turn to
21 ask a few questions based on your testimony.

22 THE WITNESS: Yes, your Honor.

23 - - -

24 EXAMINATION

25 BY THE EXAMINER:

1 Q. I have just two.

2 Do you have the name of the customer service
3 representative that you spoke to on the phone?

4 A. I don't.

5 THE EXAMINER: Okay. That's the only one I have.
6 Thank you.

7 THE WITNESS: Thank you, your Honor.
8 (Witness excused.)

9 MS. KONCELIK: Your Honor, if we could go off the
10 record for a moment?

11 THE EXAMINER: Yes, we can.

12 (Discussion held off the record.)

13 THE EXAMINER: Let's go back on the record.

14 Mr. Pietrangelo, would you call your next witness?

15 I'm aware that you may not know their names, but if you will
16 give a description of the title or the function performed by the
17 Columbia employee, then we can accommodate your request.

18 MR. PIETRANGELO: Thank you, your Honor.

19 I'd like at this time to call the Columbia Gas person
20 who is able to testify as to the general billing practices of
21 Columbia Gas.

22 THE EXAMINER: Miss Koncelik, that would be whom?

23 MS. KONCELIK: Carol Wilson, who's here today.

24 THE EXAMINER: Miss Wilson, if you could step to the
25 stand, please, and please raise your right hand.

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1 (Witness placed under oath.)
2 THE EXAMINER: Please have a seat.
3 Thank you.

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1 CAROL WILSON

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MR. PIETRANGELO:

6 Q. Morning.

7 A. Good morning.

8 Q. Put this up. I'm putting the blowup of Exhibit A on
9 the easel again.

10 Thank you for coming and testifying; I appreciate it.

11 What types of customers does Columbia Gas have?

12 A. Types of customers?

13 Q. Are there categories, like business versus
14 residential?

15 A. Yes. We have several different categories. There are
16 residential, there are commercial, and there are industrial.

17 Q. And does Columbia Gas provide -- Obviously, Columbia
18 Gas provides gas service to residential customers --

19 A. Correct.

20 Q. -- in apartments, as well?

21 A. Yes.

22 Q. Okay. Does Columbia Gas provide that gas for free?

23 A. No.

24 Q. Okay. Could you -- Does Columbia Gas bill their
25 customers?

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1 A. Yes.

2 Q. Could you just briefly and generally describe how they
3 bill their customers?

4 A. Columbia Gas provides a meter at the residence and
5 every other month, on a bimonthly basis, we take an actual
6 reading on that meter and bill the customer appropriately.

7 Q. Is it Columbia Gas' intent to bill customers for gas
8 that they did not use?

9 A. No.

10 Q. If a customer sent an estimated amount of what they
11 thought they owed Columbia Gas, would Columbia Gas accept that?

12 A. On a monthly statement, as long as you're an active
13 customer, you can send a different -- you can send any dollar
14 amount and Columbia will apply that to your gas bill, yes.

15 Q. But will they accept that in satisfaction of that
16 period's bill?

17 A. No.

18 Q. Why is that?

19 A. Because we feel that we have billed you correctly and
20 if you have an inquiry about the bill we will investigate it,
21 but if there's no inquiry we assume what we bill you is correct.

22 Q. Is that estimate -- When you bill a customer and
23 estimate one bill, is that estimation ever actualized at some
24 point before a final bill is issued?

25 A. Yes. Well, we take a calculated bill and within --

1 within the next 30 days or the next statement that is issued,
2 there is an actual reading when you're an active customer that
3 will balance out then. If we've overcalculated you, the actual
4 reading then will correct that overcalculation.

5 Q. Is there a formula used for the calculation?

6 A. There is a proration, yes.

7 Q. Could you generally describe that?

8 A. I don't have those figures in my head, but yes, there
9 is a calculated formula based on that apartment's or that
10 address' past history of the account.

11 Q. How much of the past history?

12 A. They will look at 12 months. Usually; I shouldn't say
13 12. They don't look at the whole 12 months. They will look
14 at -- If there was February of '98, we'll look for the February
15 of '99 bill, okay, so it's that past 30 days during that same
16 billing time.

17 Q. And is there one single person who does the
18 calculations on a given account or --

19 A. No.

20 Q. Who --

21 A. There's a system, a computer system, that does all the
22 calculations.

23 Q. Is there any human oversight of that calculation
24 process?

25 A. I'm not sure what you mean by that.

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1 Q. Does a computer just spit out the bill and then
2 someone puts it in an envelope and sends it out, or does someone
3 review the calculated bill to see what the amount is?

4 A. Okay. The system, the computer system, figures what
5 the billing is and then it's automatically stuffed and mailed to
6 the customer.

7 Q. So every other month it's calculated; is that correct?

8 A. Correct.

9 Q. And then, in the next month, it's actually read; and
10 then what happens with the difference?

11 A. It's adjusted accordingly.

12 For example, if you got billed \$75 and when we go out
13 and read your meter, your next statement says \$25, we're not
14 saying that the -- you used \$75 in this period and \$25 in the
15 next period, what we're saying is that from one actual reading
16 to the next actual reading, there could be a 60-day period, you
17 have used \$100 worth of gas, but we've already billed you 75, so
18 we can only bill you another 25 to get you to where you need to
19 be.

20 Q. But ultimately -- correct me if I'm wrong -- by the
21 time the service is ended, the customer will have only paid for
22 their actual amount used; is that correct?

23 A. That's correct.

24 Q. And that's because you can't overcharge a person if
25 they didn't use it, is that correct, or charge a person for gas

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1 they didn't use?

2 A. Right.

3 Q. Is every residential account estimated every other
4 month?

5 A. Yes.

6 Q. Okay. Are you familiar with bills that are sent to
7 customers?

8 A. Yes.

9 Q. Their format?

10 A. Uh-huh.

11 Q. Directing your attention to Exhibit A. Does this seem
12 like a general bill?

13 A. Yes.

14 Q. Okay. Directing your attention to the summaries of
15 the previous 12 months and their CCF used. Can you tell from
16 this bill which months were estimated or calculated?

17 A. I cannot tell from that billing -- that gas bill, no.

18 Q. Okay. When does the estimation process begin, the
19 first month of the customer's billing?

20 A. No. We have a cycle. We do cycle billing and we --
21 There's a formula that the odd months are calculated -- I'm
22 sorry, the odd months are read in odd months and the even months
23 are read in even months, so that it depends on when you ask for
24 the service to be put into your name. It's put into your name
25 and then it depends on when that billing cycle based on your

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1 address is due to be calculated or read. So it's not in your
2 control, it's the address that we're billing.

3 Q. Is there a way now that anyone could find out when --
4 when a customer's billing began to be calculated or estimated?

5 A. Yes. We tell the customer the 30-day period whether
6 it was calculated or read. If you are interested in your
7 billing period for any length of time, I can look up your
8 history and tell you whether they were actually read or
9 calculated, but I just don't have it on your bill.

10 Q. Again, I know I've asked this question, but I just
11 want to be certain.

12 You agree and admit with me that if a customer is not
13 given a final actual reading, in other words, if that -- if one
14 estimated month continues into the next month and is never
15 actualized, you would have been overcharged -- or, they would
16 have been overcharged; is that correct?

17 A. When it's a final bill issue? Before I spoke about
18 active accounts. When it's a final bill issue and the customer
19 asks the service to be taken out of their name, Columbia Gas has
20 an option -- or, has a process called transfer billing. When
21 that is done, we will final the account out, and then, when the
22 next actual reading is taken at that address, it will adjust
23 that bill accordingly.

24 Q. I want to zero in on what you just said.

25 A. Uh-huh.

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1 Q. But if that next reading occurs after the service has
2 gone out of someone's name, how do you take an actual reading of
3 that person's usage?

4 A. It is a prorated reading from the day we got the
5 reading back to the day that the customer's responsible for the
6 bill.

7 Q. Explain what you mean by "prorated".

8 A. It's -- We take the average -- We take the actual
9 usage that we know from the last actual reading to the reading
10 on the day that we get it, and then we prorate it based on the
11 consumption and the number of days of that billing service.

12 Q. Consumption by whom?

13 A. By the actual reading that was taken.

14 Q. I'm still a bit confused.

15 A. I can look at your bill.

16 Q. Okay.

17 A. The meter reading that says actual on February 26th,
18 the 2841, that's the actual reading that we got while you were
19 living at this residence.

20 Q. Okay.

21 A. Okay. When you called into the service specialist,
22 and I don't know exactly the date, April -- the beginning of
23 April, we would have sent someone out and we took an actual
24 reading. Let's use the date of April 6th, okay?

25 Q. Okay.

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1 A. We take that date of April the 6th and we back it to
2 February 26, so we figure out how much consumption has been used
3 at this address. Even though it's past the day that you've
4 asked for it to be done, we know this is exactly how much gas
5 has been used at this residence.

6 We take last year's history, we take the current
7 weather conditions, and we have a formula, we'll figure up on a
8 per-day basis what the gas volume usage was, and then we bill
9 you through October 30th when -- I'm sorry, not October,
10 April -- no, March 30th -- March 30th -- when you asked the gas
11 to be disconnected, and then the rest of the service or the rest
12 of the consumption will go to the next party or Columbia Gas
13 will assume the responsibility of that.

14 Q. Let me continue, because I'm still not clear.

15 A. Sure.

16 Q. I'd like to get this on the record.

17 If the last actual reading is two months before the
18 service is cut off --

19 A. Uh-huh.

20 Q. -- and then a reading is taken in the third month and
21 the service has already been cut off --

22 MR. PIETRANGELO: May I write on the board and we'll
23 call this Exhibit E, or do you want it as an exhibit?

24 THE EXAMINER: Let's see where you're going first.

25 And there is a -- We have a board for that so it can be printed

1 from the board directly into an exhibit and would not have to
2 worry about copying it in a manner that's acceptable to both
3 parties. So let's take a one-minute recess and I'll get the
4 board.

5 MR. PIETRANGELO: Okay.

6 (Recess taken.)

7 THE EXAMINER: Let's go back on the record.

8 MR. PIETRANGELO: This is going to be Exhibit E.

9 THE EXAMINER: E. Complainant's Exhibit E.

10 MR. PIETRANGELO: E.

11 THE EXAMINER: Complainant's Exhibit E.

12 MR. PIETRANGELO: Thank you.

13 BY MR. PIETRANGELO:

14 Q. Just an illustration of the hypothetical I'm proposing
15 to you, ma'am.

16 I've written the abbreviations for the months
17 February, March and April, or attempted to do so. Under the
18 word "February", I'm drawing the word -- number 30.

19 Now, my question is, ma'am, if in February you take an
20 actual reading of 30 and in March you just calculate it, and in
21 March the service ends, and then in April you take a reading and
22 the reading is -- let's say on April 10th the reading is 50, how
23 can you tell between 30 and 50 what number the usage actually
24 went up to until March 31st? In order to do that accurately,
25 you'd have to assume that the usage was constant and equal for

1 each day in April 10th in order to prorate back, wouldn't you?

2 A. We do use the statistics of the weather bureau
3 service. We add -- or, we enter into the formula what the
4 average tem- -- daily temperature is, so the weather is put into
5 effect. It is not just divide it by -- the number of days by
6 the consumption, it is figured based on weather statistics, as
7 well.

8 Q. Okay. In other words, you're not providing a final
9 actual bill, you're providing a final calculated bill, correct?

10 A. That's correct.

11 Q. So if you bill the person under these circumstances,
12 you would be billing them for gas that they didn't use or that
13 you don't know they used; is that correct?

14 A. We bill them based on a calculated formula.

15 Q. Right.

16 But my question is: You're billing for someone --
17 You're billing someone for gas you don't know they used.

18 MS. KONCELIK: I think he's already asked and she's
19 already answered that question.

20 THE EXAMINER: And I'll agree that she's answered that
21 question.

22 Please restate.

23 BY MR. PIETRANGELO:

24 Q. Let me put it this way, ma'am: If a customer started
25 calculating bills on the basis of various financial factors and

1 statistics how many times the utilities company had overcharged
2 a customer, would Columbia Gas accept that in settlement of
3 bills?

4 A. Columbia Gas accepts payment of what they bill the
5 customer.

6 Q. You're not answering my question, though; you're
7 answering it indirectly.

8 If a customer sent you a check in response to a bill
9 that you had sent them and the check was not for the amount of
10 the bill but was for less and the customer provided an
11 explanation, saying that I estimated what you were owed based on
12 various factors, including how many times the utilities had
13 overcharged people, et cetera, would you accept that in
14 settlement of that bill?

15 A. Columbia Gas does not settle with bills, they bill you
16 based on what you've used and that's what we accept. We don't
17 accept anything else.

18 Q. So the answer is no?

19 A. Uh-huh.

20 Q. I'm sorry, could you say for the Court --

21 A. Yes. I mean, the answer is no.

22 Q. All right. Why is it that Columbia Gas feels it can
23 calculate how much it's going to charge but it doesn't allow a
24 customer to calculate how much he or she is going to pay?

25 A. Columbia Gas is governed by the Public Utilities

1 Commission and our rules and regulations are based on those
2 things --

3 Q. Okay.

4 A. -- those operating things.

5 Q. Thank you.

6 Can you -- Can you refer me to the specific cite where
7 the utilities commission allows Columbia Gas to charge under
8 those circumstances?

9 MS. KONCELIK: Your Honor, I object. He's asking for
10 a legal conclusion or cite to a legal statute or regulation and
11 Miss Wilson is not an attorney.

12 MR. PIETRANGELO: I would respond, your Honor,
13 she's -- she is here to testify on behalf of Columbia Gas as to
14 billing matters and she has testified that they bill people on a
15 calculated basis in response to the laws, so she must know what
16 the law is if she bills in response to it.

17 THE EXAMINER: Miss Wilson, are you a licensed
18 practicing attorney --

19 THE WITNESS: No.

20 THE EXAMINER: -- in any jurisdiction?

21 THE WITNESS: No.

22 THE EXAMINER: Sustained.

23 BY MR. PIETRANGELO:

24 Q. What's the basis for your statement that Columbia Gas
25 bills in response to the law?

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1 A. I'm sorry, I don't understand what you're asking me.

2 Q. In order to testify, you have to have personal
3 knowledge of something.

4 What is the basis that provides you with the knowledge
5 that Columbia Gas calculates bills in response to the law?

6 A. I have worked for Columbia Gas for 28 years and that
7 is our billing policy -- or, that's our billing procedures.

8 Q. But in other words, they could have been doing that
9 for 28 years and not been in compliance with the law, but you
10 wouldn't know that; isn't that correct?

11 A. I am not an attorney. I do not practice that, no.
12 That's correct, I do not -- I'm not aware of that.

13 Q. Okay. Generally, as to billing of residential
14 customers, if a customer were to call in and allege that
15 Columbia Gas was defrauding them and that Columbia Gas had
16 overcharged them, is there a policy on how to respond?

17 A. The customer service specialist has the option of
18 sending out an order to actually read the meter.

19 Q. Okay. And if they don't, is there another option?

20 A. Not that I'm aware of.

21 THE EXAMINER: I'm sorry, Miss Wilson, could you
22 please speak up?

23 THE WITNESS: I'm sorry. Not that I'm aware of.

24 BY MR. PIETRANGELO:

25 Q. I guess the point I'm trying to establish is, would

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1 Columbia Gas -- what would be Columbia Gas' response if someone
2 said, "You've overcharged me; you're defrauding me"?

3 A. We would just try to prove to you what it was based
4 on, you know, and read the meter. A statement being made that
5 the customer feels that they're being defrauded doesn't mean
6 anything much to us. I mean, a lot of customers may not be
7 happy with their billing, but we aren't going to take -- There's
8 nothing we're going to do unless we just reread the meter, like
9 we have done in your case.

10 Q. Okay. Is there a separate --

11 MR. PIETRANGELO: May I go off the record for a
12 moment?

13 THE EXAMINER: Yes.

14 (Discussion held off the record.)

15 THE EXAMINER: Let's go back on the record.

16 Mr. Pietrangelo, continue.

17 BY MR. PIETRANGELO:

18 Q. Miss Lipton; is that correct?

19 A. Wilson.

20 Q. Wilson, I'm sorry.

21 A. That's all right.

22 Q. Miss Wilson, I'm going to change now and ask you
23 specific questions about the billing of the Complainant, of me,
24 James Pietrangelo.

25 Have to move these easels.

1 Do you feel you're competent to testify as to the
2 billing in regards to my account?

3 A. Yes.

4 Q. And what's the basis for your competency?

5 A. I've been a Columbia Gas customer service
6 representative for 28 years.

7 Q. Did you -- Do you have any familiarity with the
8 billing in my situation?

9 A. Yes. Uh-huh.

10 Q. How did you get that familiarity?

11 A. When Columbia has PUCO hearings, they usually come to
12 me and I help them figure out the billing issues.

13 Q. Did you review the entire billing file concerning me?

14 A. I have looked -- Yes. Over the past 12 months;
15 uh-huh.

16 Q. What documents does Columbia Gas have at its
17 possession or control concerning my -- my billing?

18 A. We have your whole history.

19 Q. Do you have each bill that was sent out?

20 A. No. You mean with me today?

21 Q. Right.

22 A. No, I do not.

23 Q. Why is that?

24 A. I didn't realize that your entire history was in
25 question today.

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1 Q. Did you bring any documents with you today?

2 A. Uh-huh.

3 Q. What are those generally?

4 A. Well, what we brought about you is a copy of the
5 adjustment that was done on your account. We have an itemized
6 statement, is what we call it, which shows some history of your
7 account. It doesn't show the entire history, but it shows some.
8 We have service orders that have taken place.

9 Q. Directing your attention to the blowup of Exhibit A,
10 which is on the easel now. When it says, "Billing Summary For
11 James E. Pietrangelo II," and, "Please Pay Amount Due By April
12 15, 1999", is Columbia Gas expecting payment from me?

13 A. Yes.

14 Q. And this amount, thirty-eight-eighty-three, is this
15 the amount they're saying I owe them for gas usage?

16 A. That's -- Yes.

17 Q. Does this appear accurate, the \$9.49 as the last bill?

18 A. That was what we billed you last month. Uh-huh.

19 Q. Okay. Now, this is important, so please take a second
20 to think about it, if you need.

21 I think you previously testified that you don't know
22 which of my months were estimated.

23 A. Uh-huh. That's correct.

24 Q. Okay. Is this \$9.49 estimated; do you know?

25 A. I cannot look at that billing -- Well, no. I can tell

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1 that the previous -- the date of February 26th, that it was an
2 actual reading, because that is from the reading that we started
3 with to bill you. That's your last month's bill.

4 Q. Thank you.

5 So you're saying the \$9.49 is the amount I owed for
6 actual usage for that period you just mentioned, which is
7 February 26, 1999 to March 29th, 1999?

8 A. No.

9 Q. I'm sorry. I apologize. For the period prior to
10 that?

11 A. Okay. What I will say is that you were billed \$9.49
12 for that period based on an actual reading on February 26th, but
13 according to what I also previously testified, that your January
14 bill would have been calculated, so this February bill is based
15 on what you were billed the previous month. So your billing was
16 \$9.49. What your volume usage was, I don't know. I know it was
17 billed for five CCFs, but I don't know when it was used.

18 Q. Okay. But on the date of this billing, right?

19 A. Right.

20 Q. My meter had to have been read up to that point.

21 A. Correct.

22 Q. Okay. So this -- The period for this bill would have
23 been calculated?

24 A. Correct.

25 Q. Okay. And it was calculated that I used 54 CCF,

1 correct?

2 A. Correct.

3 Q. Okay. And that was based on the computer formula.

4 A. Uh-huh.

5 Q. So, in fact, I may not have used 54 CCF; is that
6 correct?

7 A. That's correct. That is --

8 Q. Based on the Complainant's testimony that he was out
9 of the apartment for both February and March and that the
10 thermostat was constant and that there was no usage other than
11 if the temperature fell below 55, and also based on the average
12 temperature for both months being approximately the same, 34
13 degrees, do you acknowledge that -- that 54 CCF is approximately
14 four times more than was actually used?

15 A. Okay. I can't say what was actually used in February.
16 I know what your billing was in February. I would say that what
17 I know now, that 54 could be abnormal, but that was a calculated
18 bill.

19 Q. How about the thirty-eight-eighty-three, is that four
20 times an overcharge of what was actually used?

21 A. Looking at this bill, I can't tell that, no. I
22 mean....

23 Q. But if nine-forty-nine was a true and correct and
24 actual --

25 A. Reading.

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1 Q. -- amount due for the gas used the previous period and
2 the previous period was the same temperature as the next period
3 and all the conditions were the same, shouldn't the amount due
4 have been around \$9.49?

5 A. No.

6 Q. If it had been an actual -- Why is that?

7 A. Because January's bill was calculated, so you have to
8 look -- If you were overcharged in January, it makes your
9 February bill less. You know, you can't just take this was my
10 February bill for \$9.49 based on an actual reading and say
11 that's the gas volume that I used for February. You have to
12 look at what the previous bill was and what happened to it to
13 make this bill \$9.49.

14 You need some tape. Persistence pays.

15 Q. Not always.

16 If I may direct your attention to the blowup of
17 Exhibit B.

18 Q. Do you recognize this as a bill from Columbia Gas of
19 Ohio to the Complainant, myself?

20 A. Yes.

21 Q. Okay. And it says, "Please Pay By April 16, 1999"; is
22 that correct?

23 A. Correct.

24 Q. And it's says, "Amount Due, thirty-nine-sixty-five";
25 is that correct?

1 A. Correct.

2 Q. Can you see it?

3 A. Uh-huh.

4 Q. And it's -- it's for the address 1496 Westford Circle,
5 No. 310; is that correct?

6 A. Uh-huh. Correct.

7 Q. Okay. It says, "Please Pay Amount Due By April 16,
8 1999, thirty-nine-sixty-five"; is that correct?

9 A. Correct.

10 Q. So this bill is saying that I, the Complainant, owe
11 Columbia Gas for gas I used in the amount of thirty-nine-sixty-
12 five; is that correct?

13 A. Correct.

14 Q. Okay. For what period would this have been? Would
15 this have been the period -- Strike that.

16 Yeah, let me ask that. What period is this bill for?

17 A. Okay. Looking at the bill, it says the billing period
18 is March 29th of 1999 to March 30th of 1999.

19 Q. Okay. And directing your attention, does it say,
20 "Final Service Bill"?

21 A. Yes, it does.

22 Q. Okay. What does final service bill mean?

23 A. Means you have asked for the service to be taken out
24 of your name.

25 Q. Okay. And how many CCF are indicated that I used?

1 A. One.

2 Q. Okay. So this is the last bill that Columbia Gas sent
3 me; is that correct? Strike that.

4 Prior to my complaint to the Public Utilities
5 Commission, was this intended as the final bill?

6 A. Prior to your call. That was issued as your final
7 bill prior to your call.

8 Q. So this was intended to -- to -- to correct any prior
9 estimation that was still out there, so to speak, correct?

10 A. This bill was issued as a result from your call
11 saying, "Transfer the gas out of my name".

12 Q. Okay. So all estimations would have had to have been
13 corrected and put -- and any adjustment made on this bill; is
14 that correct?

15 A. This bill was not dealing with any adjustment. You
16 called and asked the service to be disconnected. This bill was
17 issued on March 30th.

18 Q. But could there be any outstanding estimated amounts
19 as of this bill?

20 A. When that bill was issued, it was a calculated final
21 bill issued as of March the 30th.

22 Q. But I believe your prior testimony was that once a
23 final bill is issued, all estimated amounts are actualized so
24 that a person only pays for what they use; is that correct?

25 A. I don't think I spoke to that.

1 This situation is that you called the office and you
2 asked us to take the gas out of your name, we finalled the
3 account and it was calculated -- it was a calculated final.
4 Okay. That -- That ended it. We issued you a final bill. Then
5 you called and that generated --

6 Q. I apologize. I stepped on your words.

7 A. That's okay.

8 Q. Let me ask you this. If I had paid this
9 thirty-nine-sixty-five as a final bill and not made a complaint
10 either to Columbia or the Public Utilities Commission, I would
11 have paid more than I used; is that correct?

12 A. At the time, if you immediately paid the bill,
13 assuming you got it the next day, you would have overpaid your
14 bill, but when we would have actually read the meter the next
15 time, it would have seen that nobody had used it, just like in
16 past history on the account, and your account would have been
17 adjusted accordingly.

18 Q. But that adjustment, as you already testified, would
19 have been a calculated adjustment; correct?

20 A. Correct.

21 Q. Okay. If a person moves from their address and does
22 not forward their mail, would they have been able to receive --
23 Strike that.

24 If I had moved, which I did, and had not had my mail
25 forwarded, I would have received the adjustment that you're

1 talking about?

2 A. Yes.

3 Q. How?

4 A. We would take whatever history is on the account, we
5 would have taken your name and your address, and the adjustment
6 is done, no matter what, it would have lowered or given credit
7 to that customer, and then we would have issued a check.

8 Q. But the check -- You would have sent the check to the
9 only address -- the last known address, correct?

10 A. The only address we would have.

11 Q. And if I had moved and had not forwarded an address,
12 you would -- the check would have come back to you; is that
13 correct?

14 A. Could, yes.

15 Q. Okay. So in other words, if that had happened, you
16 would have kept whatever amount you would have overcharged me;
17 is that correct?

18 A. No.

19 Q. What happens?

20 A. When the check comes back, it goes into unclaimed
21 funds and then there's the process just like any other unclaimed
22 funds. It doesn't go back to us.

23 Q. Okay. How do you explain the one CCF that's indicated
24 that I used on this bill for one single day, even though as we
25 saw on Exhibit A I was only charged for five CCF used in the

1 period two periods back?

2 A. Just like I said before, you're only looking at just a
3 February gas bill for five CCFs of gas. What you have to look
4 at, that five CCFs was not used in that billing period, it could
5 have been that you were overbilled in January and more volume
6 usage should have gone into February, but because you'd already
7 been billed it we can only bill you the five cubic feet of gas.
8 So this one cubic foot of gas is based on the same formula that
9 any other calculation is done.

10 Q. I understand that, that the January was put into the
11 February, but my question is, how many -- based on your review
12 of this case, approximately how many CCF did I use in the
13 February billing period?

14 A. I do not know. Hold your bill up a second.

15 Q. It had to have been less than five, correct, though?

16 A. No. If you look at January '99, it says you used 60
17 cubic feet of gas.

18 Q. Okay.

19 A. That 60 cubic feet of gas was for a billing period in
20 the month of January that was calculated.

21 Q. Okay.

22 A. Then, in February, you were only billed for five. So
23 the only thing that I can absolutely say is that for 60 days you
24 used 65 cubic feet of gas. How much you used in February and
25 how much you used in January, I do not know. I just know from

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1 one actual reading to the next that you used 65. So I can't
2 tell you what was February's usage.

3 Q. I guess my question is: Does it seem abnormal to you,
4 though, that for that period I would have used 65 but in one
5 single day I would have used -- Columbia Gas claims I used one
6 CCF when the apartment was empty and the thermostat was set at
7 55 degrees?

8 A. Okay. Looking at the formula, and this is just
9 general knowledge, not the exact formula, but if you had a bill
10 for 60 days and you used 65 cubic feet of gas, that's a little
11 more than one CCF per day. So that's basically the formula.

12 Q. Right. But that prior period included when I was
13 living --

14 A. Part of it.

15 Q. Part of January.

16 A. Right. Part of it.

17 But remember, we don't know that, okay? We're just
18 looking at the history on the account.

19 Q. Well, I'm saying, given what I've testified to, do you
20 have any basis to dispute that testimony?

21 A. Looking at this bill, and you're asking me to explain
22 this bill, that's the history that we would have had.

23 MR. PIETRANGELO: I think that's all the questions I
24 have for this witness. Thank you very much.

25 THE EXAMINER: Miss Koncelik, I have a very important

1 phone call I need to make. I'd ask your indulgence for about
2 three minutes.

3 (Recess taken.)

4 THE EXAMINER: Miss Wilson, I remind you that you're
5 still under oath.

6 THE WITNESS: Uh-huh.

7 THE EXAMINER: Miss Koncelik.

8 - - -

9 DIRECT EXAMINATION

10 BY MS. KONCELIK:

11 Q. First, I want to address a couple of things the
12 Complainant asked you about.

13 I believe he said, "You can't overcharge a customer
14 for what they didn't use", and you could say that a calculated
15 bill for one month might be an overcharge. How does Columbia
16 make sure that a customer doesn't overpay or isn't overcharged?

17 A. We do take an actual reading. If they're an active
18 customer, it's done the next 30-day bill. If it's a final
19 customer, their account may cease, but with the next actual
20 reading that we get, we will go back and adjust it.

21 Q. So each time a calculated reading is taken, an actual
22 bill will be used or an actual reading will be taken to true up
23 that reading?

24 A. Correct.

25 Q. And that ensures that a customer will not in the end

1 pay for more than what they've used?

2 A. Correct.

3 Q. And that's also in the final bill context, so if
4 you -- if you overcharge, or if you -- if the billing is too
5 high on a final, how will you ensure that that customer doesn't
6 in the end pay more than what they actually used?

7 A. The true-up occurs when we take the actual reading for
8 even the next customer or just the next billing cycle for that
9 address.

10 Q. Mr. Pietrangelo said that he had called to complain
11 about this to the Commission and to Columbia, and then Columbia
12 went and took the actual reading and generated the adjustment.

13 Would Columbia have done that adjustment even if
14 Mr. Pietrangelo had not called?

15 A. Yes.

16 Q. So the actual reading would have been taken and would
17 have -- would have made -- would have ensured that that account
18 or that customer didn't pay for more than what they actually
19 used; is that correct?

20 A. Correct.

21 Q. Mr. Pietrangelo also asked you, I think theoretically,
22 why can COH -- Columbia calculate bills but a customer cannot
23 calculate payments.

24 Is that because Columbia gets actual readings to true
25 up those bills?

1 A. Correct.

2 Q. Okay. Mr. Pietrangelo also asked about forwarding
3 mail and if he would have received that check if he hadn't had a
4 forwarding address, or if his mail hadn't been forwarded.

5 Do you know if it's our practice, Columbia's practice,
6 to always ask for a forwarding address?

7 A. We always ask for a forwarding address. The postal
8 system will charge us to forward the mail if they -- if we do
9 not put the appropriate address on, so we always ask the
10 customer to provide us with a forwarding address because it's a
11 cost-effective manner for us.

12 Q. And if a customer will not give you his forwarding
13 address and they say the mail will be forwarded, then the
14 adjustment would get to the customer in that regard, right?

15 A. Right.

16 Q. I think you testified that even if there's no
17 forwarding address, the mail is not forwarded, Columbia will not
18 keep that money, it will go into unclaimed funds; correct?

19 A. Correct.

20 MS. KONCELIK: I'd like to introduce Columbia Exhibits
21 No. 3 and No. 4. I've also previously marked them as such.

22 MR. PIETRANGELO: What was 1 and 2?

23 MS. KONCELIK: They're the other witnesses. You're
24 kind of calling them in the opposite order I would have called
25 my own witnesses.

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1 MR. PIETRANGELO: A witness is an exhibit?

2 MS. KONCELIK: A witness is an exhibit? No; there are
3 certain witnesses who are going to testify to certain exhibits.

4 MR. PIETRANGELO: I'm wondering what's Exhibit Nos. 1
5 and 2.

6 MS. KONCELIK: That's what I'm saying, the other
7 witnesses in my own case I would have called to testify. I can
8 change the numbering.

9 MR. PIETRANGELO: No. I understand.

10 THE EXAMINER: Thank you.

11 BY MS. KONCELIK:

12 Q. Directing your attention to Exhibit No. 3 first,
13 Miss Wilson.

14 A. Can you tell me what it is?

15 Q. Are you familiar with Exhibit No. 3?

16 A. Can you tell me what it is?

17 Q. Yes; the itemized statement.

18 A. Yes, I am.

19 Q. And what is it?

20 A. An itemized statement is a record of the customer's
21 meter readings and billings for the length of time that's
22 listed.

23 Q. And is this a record that's regularly kept in the
24 course of Columbia's business?

25 A. Yes.

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1 Q. And do you have personal knowledge of the information
2 contained in this itemized statement of the account?

3 A. Yes.

4 Q. Do you know if this record was made at or near the
5 time of the events and transactions that it describes?

6 A. Yes.

7 Q. Okay. If you'd direct your attention to the entry for
8 March 29th, 1999. Was that a calculated regular bill?

9 A. March 29th of 1999 was an original calculated bill,
10 yes.

11 Q. And can you tell from this, has this document -- has
12 the itemized statement been adjusted from the final inquiry?

13 A. Yes.

14 Q. Okay. The entry for March 30th, 1999, was that also a
15 calculated bill?

16 A. Yes.

17 Q. And was that a final bill?

18 A. Yes.

19 Q. Have both of those bills been adjusted?

20 A. Yes.

21 Q. And can you tell me why those adjustments were made,
22 the two adjustments that appear on this exhibit?

23 A. The adjustment was done on April 12th, and based on
24 orders on the account, it was done because the customer asked
25 that we do an investigation.

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1 Q. And when was the bill -- or, the account read?

2 A. I can't tell by this form when it was actually read.

3 Q. Okay. Why don't we turn to Exhibit No. 4.

4 A. Okay.

5 Q. And we can read the two in conjunction, together.

6 A. Okay.

7 Q. I'll ask you, what is Exhibit No. 4, the adjustment on
8 final inquiry?

9 A. It is an adjustment on final inquiry and it was done
10 based on the actual reading that the service person took on
11 April the 10th.

12 Q. Are you familiar with this exhibit?

13 A. Yes.

14 Q. Is it a record that Columbia normally and regularly
15 keeps in the course of its business?

16 A. Yes.

17 Q. Do you have personal knowledge of this information on
18 this adjustment?

19 A. Yes.

20 Q. Do you know if this record of the adjustment was made
21 at or near the time of the actual adjustment transaction that it
22 describes?

23 A. Yes.

24 Q. You said that the actual reading then was taken on
25 April 10th.

1 A. Uh-huh.

2 Q. Now, looking at Exhibit Nos. 3 and 4 in conjunction,
3 can you tell me, the two adjustments that were made to the 29th
4 and the 30th of March bills, was that a result of this actual
5 reading that was taken?

6 A. Yes.

7 Q. And what was the total adjustment amount?

8 A. \$29.34 credit.

9 Q. Okay. Now, the actual reading was taken on April
10 10th, 1999?

11 A. Uh-huh.

12 Q. That was prorated back to what date?

13 A. It would have prorated the March 29th bill, which
14 would have gone back to February 26th, the actual reading that
15 we had.

16 Q. Can you tell from this Exhibit No. 4 if the
17 Complainant received an adjustment -- received a credit on his
18 account due to this adjustment?

19 A. Yes. The total adjusted amount says, "\$29.34 credit".

20 Q. Okay. And can you tell from this record if any
21 statement was sent to the Complainant, a corrected bill or
22 adjusted bill?

23 A. Yes. There is a line, six lines down, it says, "Issue
24 corrected bill".

25 THE EXAMINER: On which exhibit are you referring to?

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1 THE WITNESS: I'm sorry, on 4, Exhibit 4. It talks
2 about the adjustment on inquiry and it -- it's total adjustment
3 amount, adjusted consumption, service disconnect date, final
4 meter reading, next billing date, and then it says, "Issue
5 corrected bill". There is a "C" there which tells us, yes,
6 issue a corrected bill to the customer.

7 BY MS. KONCELIK:

8 Q. Now, maybe for the purpose of clarity, could you go
9 through on the itemized statement from February 26 through that
10 adjustment that was made and that corrected bill that was sent?
11 Could you briefly explain the billings that were sent to the
12 Complainant?

13 A. The original bill that the customer got on March 29th
14 was a calculated bill based on the cycle that the customer was
15 in, \$38.83.

16 Then the customer was issued a final bill on the date
17 that he asked it to be taken care of, March the 30th.

18 After he made a call to the customer service
19 specialist and we sent out someone to take an actual reading, we
20 prorated it based on that actual reading back to adjust the bill
21 to -- from \$38.83 to \$10.09 for six cubic feet of gas, and then
22 the final bill was adjusted for one day to zero usage for \$.22.

23 Q. Okay. And those adjustments then, how did that appear
24 to the Complainant then? How did he know about those
25 adjustments?

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1 A. He should have received a bill in the mail, and then
2 he also would have received any balance that was owed on the
3 account -- or, I'm sorry, balance that was credited on the
4 account since there was nothing owed.

5 Q. And I believe you -- you've seen Complainant's
6 Exhibit D-1. It was a check in the amount of \$28.52. Would
7 that be the credit on the account --

8 A. Correct.

9 Q. -- from the adjustment?

10 A. Uh-huh.

11 Q. And according to our records on Exhibit No. 4, there
12 is also a record that a corrected bill was issued.

13 A. Yes.

14 Q. The Complainant asked you some questions about why the
15 February bill was \$9.49 and why the March bill was over \$38.
16 Can you briefly explain why that would occur --

17 A. Okay.

18 Q. -- or what days would be included in those two bills?

19 A. Okay. The \$9.49 bill was a gas bill from October --
20 I'm sorry, January 28th to February 26th. On February 26th, we
21 took an actual reading, but that January bill was a calculated
22 reading, so like in my example, he used \$44.55 calculated in
23 January and then we went out February 26th and took an actual
24 reading so we could -- and he only used another \$9.49, so we had
25 to bill him only up to that point. So it was the true-up

1 factor.

2 Q. Okay. And then the March \$38 bill?

3 A. And the March \$38 bill would have been based on
4 previous history if that customer would have lived there on his
5 normal pattern of usage. It was calculated at \$38.83. When we
6 took the actual reading and it showed that the customer didn't
7 use his normal pattern usage, then we went back and we adjusted
8 the account accordingly.

9 Q. I believe from the Complainant's testimony and his
10 questions, we can surmise he doesn't like Columbia's calculation
11 and estimation process.

12 The bottom line, did he pay anymore than he should
13 have paid to Columbia were his -- Let me restate that.

14 Were his bills based on an actual reading at the end?

15 A. His bills were based on an actual reading.

16 Q. It was an actual prorated reading, but it was an
17 actual reading, not a calculated reading; is that correct?

18 A. Correct. Uh-huh.

19 Q. Are you familiar with Columbia's policies regarding
20 issuing a calculated or estimated bill as a final bill?

21 A. Yes.

22 Q. And can you just briefly explain that process?

23 A. Okay. The process that we use is the account has to
24 adhere to certain stipulations: It cannot be more than three
25 months calculated; it cannot be -- it can only be a small

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1 general service rate customer, which is our smallest -- or, our
2 residential customers; it has to be -- it cannot be certain
3 specific types of accounts; we have fixed pressure accounts,
4 they have to have actual readings instead of transfer billings.
5 So there is a -- there are stipulations to meet before it can be
6 done.

7 Q. According to Columbia's procedures, was -- did the
8 Complainant's account fit into the stipulations as you said or
9 the requirements to be able to be finalled in this way?

10 A. Yes.

11 Q. And did the process work as it is contemplated by
12 Columbia, that a calculated bill would be issued and then any
13 adjustment will be made on the next billing cycle?

14 A. It did work. It -- Mr. Pietrangelo -- I'm sorry,
15 Mr. Pietrangelo stopped the process, but it would have worked
16 either way, yes.

17 Q. When you say he stopped the process, what do you mean
18 by that?

19 A. He called the office and asked for an inquiry, he
20 asked for the actual reading, so that speeded up the process,
21 but it would have been done anyway on or about April 27th,
22 because that was the next scheduled reading.

23 Q. Meaning the adjustment would have been made and he
24 would have received the credit whether or not he had called?

25 A. Correct.

1 Q. And that's Columbia's process for issuing calculated
2 final bills?

3 A. Correct.

4 Q. Now, what if the opposite scenario had occurred,
5 whether or not Mr. Pietrangelo called, what if the calculated
6 final bill that we issued was too low and he actually owed us
7 more money, the next time we read the meter, we found out he
8 owed us more money, would we recharge him, would we send him
9 another bill?

10 A. No. Columbus will assume the difference.

11 Q. So Columbia would just eat that difference and they
12 won't charge the Complainant.

13 A. Right.

14 Q. So the way that the procedure is set forth, the
15 customer can never be harmed; they may get an economic -- they
16 may get a credit on their bill, but they will never be charged
17 after they receive that calculated final bill?

18 A. That's correct.

19 Q. Why does Columbia use this procedure?

20 A. We feel that it is convenient for the customer. Most
21 customers work during the day, and the process eliminates us
22 sending out a service person to read the meter when we know
23 there's going to be a scheduled actual reading to the customer
24 within, you know, a period of time. We feel it's an economic
25 difference to our ratepayers. We don't have -- Again, we don't

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1 have to pay that serviceman to just go out and read meters, they
2 can spend their time on other things.

3 It's the next available date. We have personnel who
4 are scheduled. We have to schedule our orders, so it cuts off
5 that next available date. The customer may want to move on the
6 30th of the month, but the next available date may be the 5th or
7 6th of the month if they wait on a person to go out and take
8 that actual reading.

9 Q. So if we waited for a person to go out, then, even if
10 Mr. Pietrangelo or another customer wanted to move out on the
11 30th, he may actually have to pay until the 5th or the 6th of
12 the next month until we could send an actual person out --

13 A. Correct.

14 Q. -- if we didn't have this process in place?

15 A. That's correct.

16 MS. KONCELIK: I don't think I have anything further.

17 MR. PIETRANGELO: I have redirect, your Honor.

18 THE EXAMINER: Very limited.

19 MR. PIETRANGELO: I'm sorry?

20 THE EXAMINER: Very limited redirect based on just the
21 issues raised.

22 MR. PIETRANGELO: By Miss Koncelik?

23 THE EXAMINER: Yes.

24 MR. PIETRANGELO: Okay.

25 - - -

1 REDIRECT EXAMINATION

2 BY MR. PIETRANGELO:

3 Q. Miss Wilson, Miss Koncelik had asked you a question
4 about forwarding addresses, and I believe you testified that
5 Columbia Gas asks its customers for forwarding addresses.

6 A. Yes.

7 Q. This is Exhibit -- a blowup of Exhibit A. Would you
8 tell me where it asks for a forwarding address on this?

9 A. We would have asked -- It does not show on that
10 billing.

11 Q. Okay. And on the blowup of Exhibit B, where does it
12 ask for a forwarding address?

13 A. These are billings, they are not at a point that --
14 You know, that's not where it goes. These are -- This is your
15 bill, so those are not the places that it is.

16 Q. So how do they ask customers for forwarding addresses?

17 A. When a customer calls in for disconnection of service,
18 we ask at that time, "Where can we mail your final bill to?
19 Where are you moving to?", and then it's put on the service --
20 the order at that time -- or, on the account at that time.

21 Q. What if I represented to you that I'm going to testify
22 that I was not asked such a question?

23 A. I think someone else will speak of who talked with you
24 that day.

25 THE EXAMINER: I'm sorry, Mr. Pietrangelo, what was

1 the last part of your question?

2 MR. PIETRANGELO: I'm going -- I asked her if I
3 represented to her that I'm going to testify that I was not
4 asked such a question, what would her response be. I'll move
5 on.

6 THE WITNESS: I didn't talk to you that day.

7 MR. PIETRANGELO: Okay. Thank you.

8 These next questions are going to be very important,
9 so I would ask some leeway, your Honor.

10 BY MR. PIETRANGELO:

11 Q. Directing the witness' attention to Exhibit 4. What
12 does "Total Adjustment Amount" at the top of the page or near
13 the top of the page mean?

14 A. That is the -- When figuring the original bills and
15 the adjusted bills, that is the difference in what we've
16 adjusted to the customer.

17 Q. Is that the amount you overcharged me?

18 A. That is the amount of the difference between the two
19 adjustments, right.

20 Q. So that's the amount you overcharged me?

21 A. That is the amount between the two bills that we
22 adjusted, yes.

23 MR. PIETRANGELO: Your Honor, please have the witness
24 answer "yes" or "no".

25 MS. KONCELIK: I think that Mr. Pietrangelo is trying

1 to characterize Miss Wilson's statements. I believe she's
2 answered the question and just because she hasn't used the
3 correct word he wanted, but she had answered your question.

4 MR. PIETRANGELO: An overcharge is an overcharge,
5 either it is or it isn't; an undercharge is an undercharge,
6 either it is or it isn't.

7 THE EXAMINER: Just a minute.

8 MR. PIETRANGELO: Yes, your Honor.

9 THE EXAMINER: I have not ruled on anything.
10 Overruled.

11 Answer the question, Miss Wilson.

12 THE WITNESS: Would you restate the question?

13 BY MR. PIETRANGELO:

14 Q. The "Total Adjustment Amount" indicated on Columbia
15 Gas' Exhibit No. 4, is that the amount that Columbia Gas
16 overcharged me?

17 A. That is the amount of the adjustment on the account,
18 yes. Yes.

19 Q. Let me ask it once more and you can answer it.

20 The "Total Adjustment Amount" on Exhibit No. 4,
21 Columbia Gas' Exhibit No. 4, is that the amount that Columbia
22 Gas overcharged me?

23 A. Yes.

24 Q. And how much is that?

25 A. \$29.34.

1 Q. So Columbia Gas owed me a refund of twenty-nine-
2 thirty-four -- \$29.34?

3 A. No.

4 Q. Why not?

5 A. Because at the time that the credit was issued, there
6 was an \$.82 bill that was outstanding.

7 Q. Where was that \$.82 from?

8 A. That's the \$.82 of the final bill up here
9 (indicating).

10 Q. And this is --

11 A. Exhibit -- I can't remember which exhibit it was.

12 THE EXAMINER: Complainant's -- I believe you're
13 referring to Complainant's Exhibit B.

14 THE WITNESS: B.

15 BY MR. PIETRANGELO:

16 Q. Okay. Let me direct your attention to the
17 mid-portion, the right-hand side of the page where it says,
18 "Adjusted Billing Amount", and then next to it on the left
19 there's "Billing Amount". Would you -- Under "Billing Amount",
20 what's the figure under that? Right here (indicating).

21 A. Okay. I've got you.

22 Okay. Those amounts, billing amounts, are what bills
23 you have received on this account.

24 Q. The \$.82?

25 A. Right.

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1 Q. Okay. To the right of that, it says, "\$.22"; is that
2 correct?

3 A. Correct.

4 Q. What is that \$.22?

5 A. Your original bill that you got was \$.82 --

6 Q. Okay.

7 A. -- calculated. When we did the adjustment, it billed
8 you \$.22.

9 Q. So I really only owed the \$.22 versus the \$.82?

10 A. Correct.

11 Q. Now, is that same \$.82 the one that was deducted from
12 the twenty-nine-thirty-four?

13 A. Correct.

14 Q. So you've -- So you've deducted from my refund \$.60
15 that I was entitled to?

16 A. The adjustment was executed and at the time that the
17 adjustment was executed, that was an outstanding amount. We
18 gave you credit for it in the adjustment, but you had already
19 paid the \$38.83, you had sent a check to us and it was on your
20 account, but this \$.82 was still an outstanding bill for us, so
21 we took the billing -- what you owed, we took the credit
22 difference, because the twenty-nine-thirty-four is the credit
23 difference, that's how it came about, and then you still had an
24 \$.82 bill, so we paid the billing that was on the account and
25 then issued you a difference.

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1 Q. Did Columbia Gas -- or, has Columbia Gas paid me --
2 issued a check for that \$.60?

3 A. I don't -- I don't know what you're saying, I guess.
4 There is no --

5 Q. You said that the adjustment was twenty-nine-thirty-
6 four; correct?

7 A. That's what was the credit that was applied to your
8 account, correct.

9 Q. Okay. And then that was lessened by \$.82 because you
10 said that I owed that amount; is that correct?

11 A. Your account was billed \$.82 and we corrected it to be
12 \$.22.

13 Q. Okay. Did you add -- go back up to the
14 twenty-nine-thirty-four and add the \$.60 that you had deducted?

15 A. Okay. Maybe I can explain it this way: If we take
16 what you have been billed, the thirty-eight-eighty-three,
17 thirty-eight-eighty-three, and the \$.82, you owed us bills of
18 \$39.65, okay? Thirty-nine-sixty-five.

19 When we did the adjustment, we took -- you should have
20 only paid us \$10.09 and \$.22. That's 10 -- You only should have
21 paid us \$10.31.

22 So we have thirty-nine-sixty-five that you owed. You
23 should have only owed \$10.31. That's twenty-nine-thirty-four.
24 Maybe I'm not figuring -- I know it's right.

25 (Pause.)

1 THE EXAMINER: You can continue at any time,
2 Miss Wilson.

3 THE WITNESS: Okay. Without my calculator here, I'm a
4 little worse trying to figure this billing.

5 THE EXAMINER: Take your time.

6 THE WITNESS: Can you tell me what the check was for?

7 BY MR. PIETRANGELO:

8 Q. The check was for twenty-eight-fifty-two.

9 A. Fifty-two. I came up with twenty-eight-sixty-four.
10 Thirty-eight-eighty-three is what you had paid us. Your bill
11 was adjusted to \$10.09 and we take them one bill at a time. The
12 difference is \$28.72. If you take \$.60 and add to that, that's
13 where the -- Yeah, twenty-one -- twenty-eight-fifty-two. That's
14 the difference.

15 So you had a credit of \$28.72. You also -- The
16 difference between the 82 and the 22 is \$.60, so that's the \$.60
17 difference, and the twenty-eight-seventy-two difference in the
18 first month and the \$.60 difference in the second bill is
19 \$28.52.

20 Q. But that's your calculation. That's not actually
21 reflected on this bill, is it?

22 A. Yes, it is. I can show you in the adjustment itself.

23 Q. Please do.

24 A. If you take the thirty-eight-eighty-three --

25 Q. Okay.

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1 A. -- and minus it from the ten-oh-nine --

2 Q. Okay.

3 THE EXAMINER: Please refer to the exhibits that
4 you're --

5 THE WITNESS: I'm sorry. Exhibit 4.

6 THE EXAMINER: Okay.

7 THE WITNESS: On the adjustment on the final inquiry.

8 If you take the thirty-eight-eighty-two from the
9 ten-oh-nine, it's a \$27 -- I'm sorry, \$28.72 difference. This
10 amount from this amount (indicating).

11 BY MR. PIETRANGELO:

12 Q. Let me stop you there.

13 Why does it say on Exhibit 4 at the top, "Total ad- --
14 Total Adjustment Amount: Twenty-nine-thirty-four"? Where did
15 they come up with that?

16 A. When they're adjusting the account, they -- they're
17 telling us what the differences in the bills totals, but as far
18 as credit that is owed -- because really that -- that \$.22 bill
19 has never been paid to us. You know, you had this \$.82 bill
20 sitting out there, we adjusted it to \$.22, and that \$.22 has not
21 been taken care of yet. You only had paid the previous month,
22 the thirty-eight-eighty-three. So if we take it on a monthly
23 basis, thirty-eight-eighty-three, we adjust it to ten-oh-nine,
24 which is a difference of twenty-eight-seventy-two, that's how
25 much credit as of that period of time that you had.

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1 Now we get your final bill. Your final bill was \$.82
2 and it should have been \$.22, so we take the 22 and add it to
3 the twenty-eight-seventy-two -- or, the \$.60 is the difference,
4 and it will come up to you \$28.52.

5 Q. You had previously just testified that this record was
6 made at the time that --

7 A. Right.

8 Q. I don't think -- I'm still curious as to why it says
9 "Total Adjustment -- Total Adjustment Amount" on Exhibit 4 of
10 twenty-nine-thirty-four. That's a different figure than what
11 you're giving me and those figures don't add up, and I'm asking
12 why if this was a contemporaneous --

13 MS. KONCELIK: Could we go off the record just for a
14 second?

15 THE EXAMINER: Yes.

16 (Discussion held off the record.)

17 THE EXAMINER: We can go back on the record.

18 Miss Wilson, I'm going to ask you that the
19 calculations that you're discussing that you put on the white
20 board there that you tell us where your figures are coming from,
21 based on which exhibit, whether it be the Complainant's exhibit
22 or whether it be Columbia's exhibit that you're getting your
23 figures from, and why as you go through it.

24 THE WITNESS: Okay. Can I erase this?

25 When an adjustment is done on the account, the system

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1 looks at what it has been billed already. So they had this bill
2 of thirty-eight-eighty-three, March 29th, and then we had an
3 \$.82 bill, March 30th.

4 THE EXAMINER: Those are the billed figures that
5 you're pulling from Complainant's Exhibit B.

6 THE WITNESS: It's -- It's Columbia's Exhibit 4.

7 THE EXAMINER: Okay.

8 THE WITNESS: When we adjust an account, we do it on a
9 month-to-month basis, so we went back and we changed this March
10 29th bill to \$10.09. At this time, there was a difference of
11 \$28.72. You had paid this bill, so we owed you \$28.72.

12 This bill is still outstanding, you've received it,
13 but you haven't done anything with it. When the adjustment
14 occurred, we changed this \$.82 to \$.22. The difference in these
15 two amounts are the \$.60 -- No, something's not right here.
16 Yeah, it's twenty-eight-forty-two. What was the check for?

17 MR. PIETRANGELO: Twenty-eight-twelve.

18 MS. KONCELIK: Twenty-eight-fifty-two.

19 THE WITNESS: I would say it should have been for
20 twenty-eight-forty-two.

21 BY MR. PIETRANGELO:

22 Q. Twenty-eight-seventy-two minus 60 is twenty-eight-
23 twelve --

24 A. Oh.

25 Q. -- right?

1 A. No. These are adding -- We're adding these two
2 together (indicating).

3 Q. Okay. So it should be twenty-nine --

4 A. Oh, the difference between these two are what you
5 should --

6 THE EXAMINER: Excuse me. The only one testifying is
7 the witness, Miss Wilson.

8 THE WITNESS: I know what it is, yeah. I'm sorry.
9 This (indicating) you haven't paid yet, so when we -- This
10 (indicating) is your credit. Then you still owe the \$.22 for
11 this billing, so we can't give you the \$.60 of credit. I'm
12 confusing myself. You still -- We changed it to \$.22. That
13 makes -- Supposed to be the expert.

14 I'll have to concede, I don't know what the difference
15 is. It should be exactly -- Twenty-eight to twenty-two,
16 thirty-eight-eighty-three to ten-oh-nine, \$.22 owed. Oh, that's
17 what it is.

18 This bill hasn't been paid yet; the \$.22 is owed. So
19 we take the twenty-two, that's twenty-eight-fifty-one, because
20 you owe this \$.22. It's never been paid yet. You owed
21 ten-oh-nine and twenty-two, you paid thirty-eight, so I would
22 say it should have been for twenty-eight-fifty-one.

23 BY MR. PIETRANGELO:

24 Q. Wouldn't be twenty-eight-fifty?

25 A. Oh, sorry. Stand corrected. That's just me doing it

1 quickly.

2 Q. Now if I could have you stay there.

3 A. Sure.

4 Q. We still haven't -- May I have my exhibit? Thank you.

5 On Exhibit 4, it says, twenty-nine-thirty-four total
6 adjustment amount. If you could write that figure up there,
7 please; anywhere.

8 A. I'm sorry, twenty-nine --

9 Q. Thirty-four. Thirty-four. As on Exhibit No. 4 -- The
10 total adjustment amount, twenty-nine-thirty-four, as explained
11 on Exhibit -- indicated on Exhibit No. 4, when was that
12 adjustment made?

13 A. April the 12th.

14 Q. April the 12th?

15 Was that the same day that this was generated, this
16 report (indicating)?

17 A. Yes.

18 Q. Okay. Could you write April 12th?

19 THE EXAMINER: Would you please speak up, Miss Wilson?

20 THE WITNESS: I'm sorry.

21 BY MR. PIETRANGELO:

22 Q. Next to the twenty-nine-thirty-four, please.

23 A. I'm sorry. What was I supposed to write?

24 Q. Just the date of the twenty-nine-thirty-four figure.

25 A. Okay. I'm sorry.

1 Q. Thank you.

2 When was this adjustment from eighty-two to twenty-two
3 made?

4 A. On the same adjustment. This is all one adjustment.

5 Q. On the same day?

6 A. On the same day.

7 Q. Okay. Again, if this adjustment was done on the same
8 day you just testified as this adjustment, why wasn't that
9 sixty-nine -- \$.60 taken out of that twenty-nine-thirty-four?

10 A. Because you hadn't paid the \$.82 at the time that the
11 adjustment was made. You still -- That was an outstanding bill
12 to us with you.

13 This formula is the adjustment itself according to our
14 records, but you had not paid all of your billings that you had
15 been issued.

16 Q. But you're adjusting, so that would have taken that
17 into account, correct?

18 A. No. You still owed whatever that monthly period is
19 for, or that one day's period, which is the \$.22.

20 Q. Right. And that was on the same day, April 12th,
21 right, as this figure (indicating)?

22 A. What you're looking at is two different things. The
23 twenty- -- The total amount adjusted, the information that we
24 had on the customer's account was that you had a \$38 bill and an
25 \$.82 bill, and we have to correct those billings. You only paid

1 one of those two billings. So the difference in how we have to
2 correct our records is \$29.34, but you are still responsible for
3 that \$.22 bill. You haven't paid it yet. So you can't look at
4 what the total adjusted amount is for your refund. That total
5 adjusted amount is based on what the history is on the account
6 as far as the billing is concerned.

7 What you get back is the difference that you do not
8 owe. That's the -- the difference between this and this
9 (indicating). This is what you get back (indicating). What
10 you've paid into us, a credit difference of twenty-eight-
11 seventy-two, and then you still owed us \$.22, so we have to take
12 that out of what you owe us and we refunded the difference.

13 See, you have --

14 Q. So what is twenty-two plus twenty-eight-fifty?

15 A. Twenty-two plus twenty-eight-fifty.

16 THE EXAMINER: We're talking \$.22?

17 MR. PIETRANGELO: Yes. Thank you, your Honor.

18 BY MR. PIETRANGELO:

19 Q. \$.22 plus \$28.50.

20 A. It's the twenty-eight-seventy-two.

21 Q. But that's still different from the twenty-nine-
22 thirty-four total adjustment.

23 A. Right.

24 Q. If I may just --

25 A. I'm sorry.

1 Q. -- ask you a question.

2 If what you're saying is true, the total adjustment
3 amount would be something different, but it's not; isn't that
4 true?

5 A. I'm sorry. I don't know what you're saying.

6 Q. What I'm saying is, it appears --

7 A. This is our billing information.

8 THE EXAMINER: Miss Wilson, I don't think there's been
9 a question posed to you.

10 THE WITNESS: I'm sorry.

11 BY MR. PIETRANGELO:

12 Q. The -- I'll leave this -- leave this area. I'll let
13 the figures speak for themselves. Thank you for doing that. I
14 appreciate that.

15 I just have a few more quick -- Oh. One more thing
16 about Exhibit 4. Directing your attention to this \$.22 figure.
17 That's for what amount of usage of gas?

18 A. Zero.

19 Q. So you charge --

20 THE EXAMINER: I'm sorry, what was the answer?

21 THE WITNESS: Zero.

22 THE EXAMINER: Okay.

23 BY MR. PIETRANGELO:

24 Q. Just so we're sure, you -- Columbia charged me \$.22
25 for no gas used?

1 A. Correct. For one day's usage.

2 Q. But zero gas used.

3 A. Correct.

4 Q. Columbia Gas, does it sell days or does it sell gas?

5 A. I don't --

6 Q. I was trying to hit on your distinction.

7 A. I know what it is.

8 Q. Does it sell gas or does it sell days?

9 A. Okay. I don't know what you're saying, but I think
10 what you're getting at is we have a customer service charge,
11 it's \$6.50 for every 30-day billing -- I'm sorry, for every
12 monthly bill, whether gas is used or not.

13 Q. Every month you charge a customer how much?

14 A. \$6.50 for zero usage.

15 Q. Where's that reflected on either of these bills?

16 A. Okay. You used more than zero usage on both of those
17 bills, so it's not reflected. We have a customer service charge
18 in our rate base that is zero usage, \$6.50.

19 Q. Do you tell the customers that you're charging them
20 that amount?

21 A. Columbia Gas' rates are on file. They can get that
22 information.

23 Q. Well, that's not my question.

24 Does Columbia Gas tell its customers it's charging
25 that amount?

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1 A. Yes.

2 Q. Where?

3 A. We will tell you. Like I said, it's on file as public
4 information. You could call our customer service
5 representatives and they can break down your rate bills. It is
6 not listed as a separate charge on your gas bill, but we do have
7 that information made public.

8 Q. It's made public because it's available in public
9 records --

10 A. Uh-huh.

11 Q. -- but unless -- How many residential customers do you
12 know regularly come -- or, would make a trip down here to look
13 at your rates?

14 A. They don't have to make a trip down here.

15 Q. How do they --

16 A. They can just call us.

17 Q. But they wouldn't know to call you unless they knew
18 the rate existed in the first place; isn't that true?

19 A. I don't know how to answer that.

20 Q. Okay. How do you -- How do you break that \$.22 from
21 the figure you just gave me, the \$6-and-something?

22 A. I would say you divide 30 into six-fifty, or you
23 divide the number of days in the billing period for that period
24 of time that that billing cycle was.

25 Q. Could you divide --

1 A. My math hasn't been very good, but....

2 Q. Just so we're sure.

3 A. It must -- Okay. If you divide 30 into six-fifty, I
4 come up to \$21 with a remainder of two, makes it two -- Not
5 dollars, I'm sorry. Twenty-two, \$.22. I can't keep adding them
6 out, I'm sorry. Just dividing it quickly, it's approximately
7 \$.20-something a day.

8 Q. Approximately, though, right?

9 A. Yeah. It's 21-something, so it must round up to \$.22.
10 That's approximately.

11 Q. But that -- Let's go back to the -- Let's go back to
12 this bill.

13 The \$.82, that went down to -- the billing period was
14 just one day; is that correct?

15 A. Correct.

16 THE EXAMINER: Please tell me which exhibit you're
17 referring to.

18 MR. PIETRANGELO: I'm sorry, your Honor. This is
19 Complainant's Exhibit B.

20 BY MR. PIETRANGELO:

21 Q. The 20 -- Strike that.

22 Let me refer you to Columbia Gas' Exhibit No. 4, to
23 what we're discussing.

24 It says, "Adjusted Consumption: Zero", and then,
25 "Billing". First it was \$.82 and then the adjusted billing

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1 amount was \$.22, and you're saying the \$.22 was -- What does it
2 represent?

3 A. We call it a customer service charge.

4 Q. Okay. But what is that zero gas usage for; how many
5 days?

6 A. One day. And how we can tell is if you go to the far
7 left, right where you're reading, it says from March 29th to
8 March 30th, one day.

9 Q. But again, no gas was used?

10 A. That's what they figured your bill to be. Yes, no gas
11 was used.

12 Q. Okay. Also on Exhibit No. 4, you were asked to look
13 at this line that says, "Issue Corrected Bill".

14 A. Correct.

15 Q. And it says, "C". I thought you testified that that
16 indicates that a bill should be issued; is that correct?

17 A. Yes. That "C" represents the customer receiving a
18 corrected bill.

19 Q. Well, how do you know the customer received it?

20 A. The same way that I know that the meter reader goes
21 out and reads the meter and we enter a reading and the bill is
22 issued. It's our computer system should have issued the bill.

23 Q. It's an assumption, though, right?

24 A. Yes.

25 Q. Okay. You discussed unclaimed funds, I believe.

1 If money goes into unclaimed funds, is it in the
2 possession of the person to whom it is owed or who owns it?

3 A. Yeah, the name -- the check remains in the same name.
4 If you were issued that and that check didn't get forwarded to
5 you, it would go to unclaimed funds under your name.

6 Q. So based on the estimation process that Columbia Gas
7 uses, a person can be -- and probably people are being deprived
8 of their money, even though it's in the unclaimed funds,
9 correct?

10 MS. KONCELIK: Your Honor, I would object to that.
11 It's not the situation that occurred here. Those are facts that
12 are speculative.

13 THE EXAMINER: Sustained.

14 MR. PIETRANGELO: Can I respond?

15 THE EXAMINER: Sustained.

16 Move on.

17 MR. PIETRANGELO: Didn't have a chance to respond.

18 THE EXAMINER: Sustained.

19 Move on.

20 BY MR. PIETRANGELO:

21 Q. Now, Miss Koncelik repeatedly asked you about actual
22 readings being taken in order to prevent harm from happening. I
23 think something was glossed over and I want to clarify.

24 In my instance, you never -- or, Columbia Gas never
25 determined my actual usage, they calculated my usage based on an

1 actual reading after my service ended; is that correct?

2 A. We prorated the usage, correct.

3 Q. Right. So Columbia Gas never determined my actual
4 usage?

5 A. We prorated your usage.

6 Q. Please answer "yes" or "no".

7 So Columbia Gas never determined my actual usage?

8 A. According to Columbia Gas? Yes.

9 Q. Okay. Again, what's Columbia Gas' position on billing
10 people for gas they don't know the person actually used?

11 A. Columbia Gas bills based on actual readings, so the
12 proration of -- I guess maybe I don't know what you're saying.

13 Q. Let me move on.

14 The amount that Columbia Gas eventually refunded me --
15 or, actually refunded me it, this was raised on cross-exam --

16 MR. PIETRANGELO: This is Defendants' Exhibit D, I
17 believe?

18 THE EXAMINER: D-1.

19 MR. PIETRANGELO: D-1.

20 BY MR. PIETRANGELO:

21 Q. Is there an expiration date on that check?

22 A. I don't see it, do you? I'm sorry.

23 Q. Let's see. Okay. I'm sorry. Strike that question.

24 What is the amount that Columbia Gas sent in a check
25 to the Complainant?

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1 A. We sent you a check, James Pietrangelo, \$28.52.

2 Q. What amount?

3 A. \$28.52.

4 Q. I apologize.

5 A. I just found it. It's 90 days. "Not valid after 90
6 days."

7 Q. And did you observe me hand the original of that check
8 to the Court?

9 A. No.

10 Q. Let me show you the original.

11 A. Okay.

12 Q. Does that look to you to be the original of that?

13 A. Yes.

14 Q. So, in fact, I have not -- the Complainant has not
15 been refunded any money, any of the twenty-eight- --

16 A. Twenty-eight-fifty-two.

17 Q. -- twenty-eight-fifty-two; is that correct?

18 A. Columbia Gas has refunded it to you.

19 Q. Well, explain that.

20 A. Here's the proof (indicating). This is a check that
21 we sent to you and you received it for \$28.52.

22 Q. Who has the money that that check represents, Columbia
23 Gas or the Complainant?

24 A. The Complainant has it. This check is made out to
25 you.

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1 Q. Okay. But that's not money; is that correct?

2 A. It's tender in which we assume is money.

3 Q. But the actual funds underlying that check are still
4 in the possession of Columbia Gas; is that correct?

5 A. No. If this check has been issued, this -- these
6 funds are in your hands. I can't go and take anything off of
7 your account now. Your account has a zero balance. These are
8 your funds.

9 Q. Can that check be cashed?

10 A. This check, now that you have waited past the 90 days,
11 cannot be cashed, but you can present it to us again and we will
12 issue a corrected check -- issue a new check which is valid.

13 Q. Okay. Now, of this twenty-eight-fifty-two amount --

14 THE EXAMINER: Mr. Pietrangelo, that's my Exhibit D-1,
15 please.

16 MR. PIETRANGELO: Oh.

17 BY MR. PIETRANGELO:

18 Q. I would like you to please be very responsive to my
19 question because it's going to be specific.

20 You have said that Columbia Gas has never determined
21 my actual usage so, in fact, Columbia Gas does not know how much
22 I was actually due a refund; is that correct?

23 A. It's hard for me -- I would say yes, Columbia Gas has
24 prorated your bill and billed you accordingly and knows that you
25 have overpaid your bill, and we have issued you a check.

1 Q. But that refund is prorated as well, right? It's
2 based on a prorated usage so, therefore, the amount of the
3 refund is itself prorated; is that correct?

4 A. The billing was prorated, so the -- the amount that
5 was left on the account is the twenty-eight-fifty-two.

6 Q. Okay. So in fact, it's possible that I actually used
7 less gas than I was billed for and I'm entitled to more of a
8 refund than the twenty-eight-fifty-two, is that correct, if
9 billings should be done according to actual usage?

10 A. Well, since we have --

11 MS. KONCELIK: Your Honor, I'd object again. He's
12 asking a witness to speculate.

13 MR. PIETRANGELO: I'm not asking her to speculate.
14 I'm asking whether they're facts.

15 MS. KONCELIK: I think he said is it possible. That
16 sounds like speculation.

17 THE EXAMINER: Please read back the question.

18 MR. PIETRANGELO: Okay. Yes, your Honor.

19 THE EXAMINER: I'm sorry, I'm talking to the court
20 reporter.

21 (Question read back as requested.)

22 THE EXAMINER: Sustained.

23 BY MR. PIETRANGELO:

24 Q. The twenty-eight-fifty-two that was refunded to me in
25 that check, that does not represent actual usage, does it? It's

1 not a refund based on actual usage, is it, of gas?

2 A. It's based on an actual reading, yes. It is based on
3 that.

4 Q. It's based on an actual reading or an actual usage by
5 me of gas?

6 A. It's based on an actual reading.

7 Q. Okay. So it's not based on actual usage?

8 A. Well, the reading dictates what the usage is.

9 Q. Well, no. How can that be, because you're not --
10 Strike that.

11 But you can't tell what my actual usage is from a
12 meter reading -- from an actual meter reading if that reading is
13 taken several days after my service has stopped; is that
14 correct?

15 A. We take an actual reading from one point and look at
16 the last actual reading that we have on the account and we
17 prorate the usage back to the date that you've asked. That's
18 what happened in your case.

19 Q. And you testified that involved statistical analysis,
20 formulas.

21 A. Correct.

22 Q. How many residential customers does Columbia Gas have?

23 A. 1.3 million customers.

24 Q. And 1.3 million times the difference between actual
25 usage charged and -- excuse me, actual usage and calculated

1 usage charged is -- Strike that.

2 That's a significant amount of money, is it not, if
3 you calculate the number of residential users times the amount
4 that Columbia Gas overcharges or undercharges its customers?

5 A. I don't really know. I mean, I don't know. I guess I
6 don't know what you're saying because we always true up.

7 Q. Well, you don't actually true up, you calculatedly
8 true up, correct?

9 A. We true up based on a reading.

10 Q. But that is not based on the actual usage. You can't
11 tell from that reading what the actual usage is; is that
12 correct?

13 A. Well, readings and usage are arrived at by -- We take
14 the readings and we subtract the difference between the two and
15 come up with what the consumption is, so it's -- it's one and
16 the same, I guess.

17 Q. Again, I don't know how you can say it's one and the
18 same.

19 A. That's how we get to it. You have to have two
20 readings in order to know what the consumption difference is.

21 Q. Okay. I guess my question is, you possess ordinary
22 math skills, you can calculate 1.3 million times the amount of
23 the difference between amount billed and actually used, and
24 that's a significant amount of money, isn't it?

25 A. The 1.3 million customers are active customers who may

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1 get calculated this month, high or low, and then the next month
2 get and actual reading to take it to what they used, be it high
3 or low.

4 Q. Was I an active customer?

5 A. Yes, you were an active customer.

6 Q. And you overbilled me.

7 A. Correct.

8 Q. Okay. Getting close to the end here.

9 A. I overbilled you at what point? I guess --

10 THE EXAMINER: I don't think there's --

11 BY MR. PIETRANGELO:

12 Q. Well --

13 A. You were overcalculated and then we adjusted you.

14 Q. You billed me twice in amounts you had overcharged me.

15 A. And then we gave you the difference back. We had
16 corrected your billing.

17 Q. But again, that's not a difference based on actual
18 usage, it's based on a meter reading well past my -- the date of
19 my service ending, right?

20 A. Based on an actual reading on April the 10th.

21 Q. I guess what I'm trying to ask you is, there could be
22 a difference of \$.5, or \$.10, or a dollar; is that correct?

23 MS. KONCELIK: Again, that's speculative. I'm not
24 sure what he's asking her to speculate about.

25 THE EXAMINER: Explain your question. It could be a

1 difference of --

2 MR. PIETRANGELO: I'm trying to establish -- satisfy
3 one of the thresholds, which is unreasonable practice. If
4 they're charging not according to actual usage, they're actually
5 receiving more money than they should be receiving, and even if
6 it's just \$.10 or a dollar times 1.3 million people, that's a
7 lot of money.

8 MS. KONCELIK: Your Honor, it sounds like -- I'm
9 sorry. It sounds like this is more an argument than a question
10 to a witness.

11 MR. PIETRANGELO: Well, it's a question.

12 THE EXAMINER: Rephrase your question to the witness.

13 MR. PIETRANGELO: Okay. I'll move on, your Honor.

14 THE EXAMINER: Okay.

15 MR. PIETRANGELO: Trying to get to the end here.

16 BY MR. PIETRANGELO:

17 Q. Miss Koncelik asked you about Columbia practices --
18 Columbia Gas' practice of eating the difference, I think she
19 said if Columbia Gas undercharges a customer.

20 A. Uh-huh.

21 Q. In your opinion, as a representative of Columbia Gas,
22 would that make okay their overcharging someone?

23 A. I don't have an opinion on that. I mean, I don't know
24 what we do, as far as the difference.

25 Q. But you had an opinion about Columbia Gas' practice of

1 eating the difference as being very beneficial to customers.

2 Why don't you have an opinion about that matter I've just asked
3 you?

4 A. I guess the way we look at it, if the customer's due a
5 credit, we give that customer the credit, but if we have
6 undercalculated and the company did it, we're not going to go
7 back and bill the customer for more. So that's where the
8 customer benefits.

9 Q. I guess what I'm asking is, what difference does it
10 make if Columbia Gas eats the difference on undercharges when
11 the customer is still harmed if it overcharges them?

12 A. I guess I don't -- To me, the customer is getting the
13 benefit of any overcharge because they're getting their money
14 back.

15 Q. Well, getting the money back that Columbia decides
16 they're owed based on their calculations, right?

17 A. Based on an actual reading.

18 Q. Actual reading, but not actual usage.

19 A. I guess I'm confused when you say "usage" versus
20 "readings", because to me we have an actual reading and it
21 prorates back, and so that's what the customer is charged.

22 MR. PIETRANGELO: Your Honor, you've got to give me
23 some latitude. A question -- I need to analogize because we're
24 not making progress on this issue.

25 THE EXAMINER: And in that question, you assumed that

1 I have not given you latitude and I find that to be untrue.

2 Further, you have been given latitude, but as you
3 know, as an attorney, there are certain criteria that we are
4 held to.

5 Rephrase your question.

6 MR. PIETRANGELO: Well, I would just -- I'm going to
7 object on the record because Miss Koncelik is asking a lot of
8 questions designed to show Columbia Gas in a favorable light as
9 to the undercharges, but when I attempt to elicit an opinion or
10 a response from the witness as to things that Columbia Gas does
11 wrong, all of a sudden there's no response.

12 THE EXAMINER: And, Mr. Pietrangelo, first I have --
13 What is it outstanding that you're objecting to?

14 MR. PIETRANGELO: Just your continued sustainment of
15 their objections to my questions.

16 THE EXAMINER: As the AE appointed to this proceeding,
17 I have to make some decisions during the proceeding as to
18 whether an issue should -- issue, or a question, or other
19 matters presented to the Commission should be sustained or
20 overruled.

21 You are well within your right to note an objection to
22 those. I believe that you have. Now you need to continue.
23 You're not guaranteed the answer as you believe it should be
24 given in a court proceeding or administrative hearing.

25 MR. PIETRANGELO: I understood, your Honor, I just

1 wanted to note my objection for the record.

2 THE EXAMINER: And it is so noted.

3 BY MR. PIETRANGELO:

4 Q. Again, Miss Koncelik asked you about how wonderful it
5 was for customers that their bill was only read every other
6 month. Isn't it true that that's more a cost-saving feature for
7 Columbia Gas?

8 A. It is a cost-saving feature for Columbia Gas.

9 Q. And how much -- Do you know how much it saves Columbia
10 Gas?

11 A. I'm sorry, I do not know.

12 Q. In fact, Miss Koncelik raised a hypothetical in her
13 question saying that -- this is a question -- saying that it
14 benefits the customer because if it weren't done that way, then
15 the customer would have to pay all the way through to the next
16 billing period or the next actual reading past their date of
17 service. That's not actually true, is it?

18 A. Well, I don't think that's what she spoke of.

19 Q. Okay.

20 A. What happens is that if you call today, what we assign
21 to you -- and you want an actual reading, you can request an
22 actual reading, and we will assign you the next available day
23 that a person can go out and take the actual reading. You may
24 want your gas off tomorrow, but we're going to tell you, "I'm
25 sorry, sir, your next available date is December the 10th",

1 wherein you wanted it tomorrow's date, so it's not available for
2 anyone to read.

3 With the process that we have now, we can go and
4 send -- I mean, we can program the system to issue your final
5 bill and it's effective on the day that you want it done.

6 Q. I just want to clarify -- Thank you for that answer.
7 I want to clarify then that it's not true that a customer would
8 have to pay beyond the date on which their service is cut off;
9 is that correct?

10 A. They don't pay beyond the date that the service is cut
11 off, but they may pay beyond the date that they want because an
12 available date is not there.

13 Q. Correct. So again, the savings is to Columbia Gas
14 that it's estimated every other month, not to the customer?

15 A. The savings is to Columbia Gas and the customers as
16 ratepayers.

17 Q. How is the customer benefitted?

18 A. Well, because our rates would be higher if we have to
19 hire more people to go out and take care of the orders everyone,
20 you know, needs. So it's like a circle. It costs the -- The
21 rates would be higher if we went out and did this.

22 Q. Sending out multiple bills to correct a billing, does
23 that cost money?

24 A. I don't -- You did not receive multiple bills.

25 Q. Okay. This is -- Exhibit B is one bill, and Exhibit A

1 is two bills, and then the check is a third exhibit, so that's
2 three documents that were generated to correct a calculated
3 period -- or, bill; is that correct?

4 A. I disagree.

5 Q. What do you disagree about?

6 A. Okay. We bill on a billing cycle of 30 to 31 days.
7 Your first bill was that normal billing cycle. Even though you
8 had already called us and ordered a disconnect for the service,
9 that's your normal billing cycle, and you got that bill. You
10 happened -- You're billed on the 29th of the month and you
11 happened to ask for the service to be taken out of your name on
12 the 30th, so then a special bill was issued. Those two bills
13 would have come to you no matter what. Then, the third item
14 that you received was the adjusted item.

15 Q. All right. So at least the third item had to be
16 issued because of the calculation?

17 A. Right.

18 Q. Does that cost money to issue that check?

19 A. I'm sure it does.

20 Q. Okay. Does it cost Columbia Gas money to deal with
21 customers complaining about overcharges?

22 A. I'm sure it does.

23 Q. Do you think it costs the customer money to -- to have
24 his bill corrected or to make a complaint about his bill?

25 A. It costs you --

1 Q. For example, do you have a toll-free number?

2 A. Yes.

3 Q. Okay. Do you pay for people's time when they call up?

4 A. No.

5 Q. Okay. Do you know how much the Complainant in this
6 case has expended on this case?

7 A. No.

8 Q. Do you think he's expended anything?

9 A. I'm sure.

10 Q. A significant amount of money?

11 A. I don't know, sir.

12 Q. Okay. So --

13 THE EXAMINER: Excuse me, Mr. Pietrangelo.

14 MR. PIETRANGELO: Yes, your Honor.

15 THE EXAMINER: That's for me.

16 (Recess taken.)

17 THE EXAMINER: I'm sorry about that interruption,

18 Mr. Pietrangelo. Continue.

19 BY MR. PIETRANGELO:

20 Q. I guess my final question, Miss Wilson, is you
21 testified that there's no harm to consumers or customers in
22 regard to these practices.

23 Would you -- Do you think the Complainant has not been
24 harmed in this situation?

25 A. I don't believe you've been harmed, no.

1 Q. Okay. You don't think coming down to a hearing and
2 proceeding with this complaint has not been harmful?

3 A. I think it was your choice, not that it was harmful.

4 Q. Okay. And again, Columbia Gas wouldn't accept an
5 estimated payment, but they -- or, a calculated payment, but
6 they will issue calculated billings to their customers?

7 A. Columbia will not accept an estimated payment because
8 we base our bills on actual readings based on a true-up
9 situation.

10 Q. So if a customer based his payment on an actual
11 reading of other statistics, and he trued his payment, would you
12 accept that?

13 A. If a customer takes an actual reading himself --

14 Q. No, no.

15 A. -- and gives -- No, we would not.

16 Q. If a customer --

17 A. Yeah, I'm sorry. Just took me a little bit --

18 Q. I guess what I'm saying, if a customer estimated or
19 calculated his payment based on statistics and then called it a
20 true payment, or an actual reading, or a calculated payment,
21 Columbia Gas wouldn't accept that, would they?

22 A. Correct.

23 MR. PIETRANGELO: Okay. Thank you. That's all I
24 have. Thank you very much.

25 MS. KONCELIK: Your Honor, I just have one redirect,

1 and it was actually arithmetic.

2 THE WITNESS: I just figured it out. I told her.

3 - - -

4 REDIRECT EXAMINATION

5 BY MS. KONCELIK:

6 Q. The first line I think you subtracted wrong, so we
7 just might want to correct that.

8 A. May I --

9 THE EXAMINER: Please do.

10 THE WITNESS: -- correct it?

11 All right.

12 MR. PIETRANGELO: I'm sorry, there's redirect on
13 cross-exam?

14 THE EXAMINER: It's a correction.

15 THE WITNESS: It's a clarification.

16 MS. KONCELIK: There was an arithmetic --

17 MR. PIETRANGELO: But now Miss Koncelik is now
18 testifying. She has brought up a point to refresh the witness'
19 memory and --

20 THE WITNESS: No.

21 THE EXAMINER: Mr. Pietrangelo, I'm disagreeing that
22 she's refreshing her memory. She's pointing out an error in the
23 calculation, and for the Commission to have a record to go
24 through, I think it's very important that the arithmetic be
25 correct so that we can understand where the adjustment came

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1 from, what you were billed, and why you were billed that.

2 Miss Wilson, if you'll correct the math.

3 THE WITNESS: These are the two bills that the
4 customer owes, \$10.31. We go at it like this. He owed \$10.31
5 for the two periods --

6 THE EXAMINER: Miss Wilson --

7 MR. PIETRANGELO: I'm going to object again. She's
8 retestifying.

9 THE WITNESS: Oh. Then I don't see where -- Amy,
10 you'll have to direct me.

11 MS. KONCELIK: I think --

12 THE EXAMINER: Let's go off the record.

13 (Discussion held off the record.)

14 THE WITNESS: The difference on here? I don't see the
15 difference, I'm sorry.

16 MS. KONCELIK: Your Honor, if I could direct her.
17 It's a subtraction difference. \$38.83 minus \$10.09 is
18 twenty-eight-seventy-four, not twenty-eight-seventy-two. I
19 shouldn't have raised it. It was just a \$.02 difference. It's
20 not testimony. I just wanted the arithmetic to be correct.

21 THE WITNESS: And that makes this fifty-two. That's
22 it.

23 THE EXAMINER: Thank you.

24 THE WITNESS: I'm sorry.

25 THE EXAMINER: Miss Wilson, could you please hit the

1 correct button to print the exhibit --

2 THE WITNESS: It printed out down there.

3 THE EXAMINER: -- only because I didn't instruct you
4 in the right one to print.

5 THE WITNESS: I'm sorry.

6 THE EXAMINER: And that was my fault.

7 Thank you.

8 Miss Wilson, I have a few questions for you --

9 THE WITNESS: Sure.

10 THE EXAMINER: -- and then we'll conclude -- take a
11 break for lunch.

12 - - -

13 Thereupon, Complainant's Exhibits E-1 and E-2
14 were marked for purposes of identification.

15 - - -

16 EXAMINATION

17 BY THE EXAMINER:

18 Q. Using Complainant Exhibits A and B, could you please
19 tell me from either of these two documents how a customer would
20 know whether his bill is based on an actual or calculated
21 reading?

22 A. Uh-huh. If you look at the "Meter Information"
23 section, it tells us what the meter number is, what the billing
24 period is, the number of days and the meter reading. Underneath
25 the meter readings, it tells the customer whether it's an actual

1 reading or a calculated reading in each case.

2 Q. Okay. There was some testimony in regard to
3 documentation explaining the adjustment after a final bill.

4 I'm sorry. Let me go back.

5 In this case, after the Complainant was sent
6 Complainant Exhibit B, which says it's a final service bill,
7 there was some discussion about how the adjustment was made to
8 Mr. Pietrangelo's account.

9 Is a customer sent any documentation explaining the
10 adjustment after receiving the final bill?

11 A. He should have received a corrected final bill. And
12 on our adjustment format, it told us that it was sent. On
13 Exhibit 4 for Columbia in the adjustment information, it says --
14 one, two, three, four, five, six -- the sixth item down, "Issue
15 Corrected Bill", and that "C" stands for issue a bill to the
16 customer, a corrected bill to the customer.

17 Q. Is that something that Columbia retains as one of its
18 business records in its normal practice?

19 A. We retain screen prints. We don't have physical
20 bills.

21 Q. Would a bill similar to Complainant Exhibits A or B be
22 sent to the customer?

23 A. Yes.

24 Q. Okay. But Columbia does not keep a copy of that bill?

25 A. Correct. We don't have a physical identical bill. We

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1 don't keep paper copies of bills, we just have it on a screen
2 print.

3 Q. Does Columbia have a screen print of the bill that --

4 A. We have a bill image.

5 Q. Okay.

6 A. It does not read -- It has all the same information,
7 but it does not read like the customer's bill.

8 Q. So what you're saying, it doesn't look like this
9 (indicating)?

10 A. Right.

11 Q. Using either the Complainant's exhibits or those
12 entered into the record by Columbia, can you tell me the date
13 that Mr. Pietrangelo's meter was read after he requested that
14 service be taken out of his name?

15 A. Nothing we have as an exhibit right now shows that.

16 Q. Okay. Columbia Exhibit No. 4 under "Remarks", about a
17 third of the way down, explain to me what the information under
18 "Remarks" means?

19 A. I'm sorry. It does say it's an overcalculated
20 transfer billing. That's what the "TOB" stands for. "Obtained
21 actual reading on April 14" -- I'm sorry, "April 10 at 2858".
22 I'm sorry, it does.

23 THE EXAMINER: Okay. Thank you, Miss Wilson.

24 (Witness excused.)

25 THE EXAMINER: Let's go off the record for a minute.

1 (Discussion held off the record.)
2 THE EXAMINER: We'll resume at 2:10.
3 (Luncheon recess taken.)

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1 P R O C E E D I N G S

2 - - -

3 Tuesday, December 7, 1999

4 Afternoon Session

5 - - -

6 THE EXAMINER: Mr. Pietrangelo, Miss Koncelik, have
7 the parties -- do the parties acknowledge that we'll call --
8 Mr. Pietrangelo will call Columbia employees as witnesses, be
9 allowed to do his direct and Miss Koncelik on behalf of Columbia
10 will also be allowed to conduct her direct at the same time each
11 time so that the witness is not called and recalled? That means
12 that you will conduct your direct and your cross.

13 To keep things clear, I will allow Mr. Pietrangelo to
14 go first, conduct his direct, you do your cross, keep the
15 witness on the stand, then to keep from blurring the issues, you
16 can do your direct and let him do his cross for clarity.

17 Is that okay, Mr. Pietrangelo?

18 MR. PIETRANGELO: Yes, your Honor.

19 THE EXAMINER: With that understanding, let's proceed.

20 MS. KONCELIK: Your Honor, I have one caveat, there
21 may be -- I'm not sure if Mr. Pietrangelo is going to call all
22 three of our witnesses here today, so I'll have very short
23 direct on my own of one of the witnesses if he doesn't want to
24 talk with her.

25 THE EXAMINER: Okay.

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1 MR. PIETRANGELO: That's -- I'm fine, your Honor. I
2 would just like to say before we proceed that if Miss Koncelik
3 wants to do the direct and just do the cross-examination, that's
4 fine. I really have a very short direct of each witness.

5 THE EXAMINER: Well, let's proceed in the manner that
6 I first suggested.

7 MR. PIETRANGELO: Okay.

8 THE EXAMINER: And then, she can call -- Miss Koncelik
9 can call her last witness.

10 MR. PIETRANGELO: At this time the Complainant calls
11 the person he spoke with on the telephone, the customer
12 representative.

13 MS. KONCELIK: That would be Regina Church.

14 THE EXAMINER: I'm sorry, what was her name?

15 MS. KONCELIK: Regina Church.

16 MR. PIETRANGELO: Miss Church.

17 THE EXAMINER: Miss Church, would you raise your right
18 hand, please?

19 (Witness placed under oath.)

20 THE EXAMINER: Thank you. Please have a seat.

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1 REGINA CHURCH

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MR. PIETRANGELO:

6 Q. Good afternoon, Miss Church.

7 A. Good afternoon.

8 Q. Thank you for coming today; I appreciate it.

9 Could you tell me what you do for a living, please?

10 A. I'm a specialist for Columbia Gas.

11 Q. What is your -- What is your job description? What do
12 you do?

13 A. On the phone, take phone calls, customers' complaints,
14 execute orders.

15 Q. Do you keep some type of record of your activities
16 during the day?

17 A. No.

18 Q. Do you work before a computer screen?

19 A. Uh-huh.

20 Q. Do you type and record data into this screen?

21 A. That's correct.

22 Q. Okay. Do you recall your conversation with me on or
23 about April 1st of 1999?

24 A. No, I don't, sir.

25 Q. Did you review any records to refresh your memory as

1 to that conversation?

2 A. I reviewed the order that I took that you said you
3 wanted an actual reading, yes.

4 Q. Do you remember what your review disclosed, any
5 specific information?

6 A. No.

7 Q. Do you have a copy of that computer screen?

8 A. I think she does.

9 MS. KONCELIK: We have --

10 THE EXAMINER: And that would be --

11 MS. KONCELIK: We have that. It would have been one
12 of the exhibits I would have used during the direct, but we can
13 offer that at this time.

14 THE EXAMINER: Please do.

15 MS. KONCELIK: We had marked it as Exhibit No. 2.

16 THE EXAMINER: This is Columbia Exhibit 2.

17 MS. KONCELIK: Did you need a copy?

18 THE WITNESS: Yes.

19 MS. KONCELIK: Mr. Pietrangelo, could you hand that to
20 Miss Church, please?

21 MR. PIETRANGELO: Yes.

22 MS. KONCELIK: Thank you.

23 BY MR. PIETRANGELO:

24 Q. Could you -- Exhibit 2, Columbia Gas' Exhibit 2, has
25 been handed to you, Miss Church. Could you take a second and

1 review that, please?

2 A. Uh-huh.

3 Q. Are you done?

4 A. Uh-huh.

5 Q. Are you familiar with Exhibit 2?

6 A. Uh-huh.

7 Q. Could you tell me what Exhibit 2 is, please?

8 A. Okay. If you look where it says, "Order Sequence:
9 16, Order Type: RD", that stands for read. That's what kind of
10 order I issued when I talked to you.

11 "Disconnected customer is disputing calculated final
12 bill. Needs read to adjusted back to 3-30-99."

13 Q. Can you tell from this Exhibit 2 when this entry was
14 made?

15 A. I talked to you on the date taken, April 6.

16 THE EXAMINER: Miss Church, could you tell me where
17 you're finding that?

18 THE WITNESS: See where it says, "Trans Date" up in
19 the top in the right-hand corner? It says, "Date Taken: April
20 6", the time is 1557, the arrival date we scheduled was for
21 April 10th, and the time she arrived was 1420.

22 BY MR. PIETRANGELO:

23 Q. Okay. So this is a record of your conversation with
24 the Complainant, me --

25 A. Right.

1 Q. -- on April 6th, 1999 at 1557?

2 A. That's correct.

3 Q. Okay. And based on this entry -- Strike that. Let me
4 stop for a second.

5 I know you just read off what it says. Let me ask
6 you: Based on Exhibit 2's entries, can you tell me what the
7 phone conversation was about?

8 A. Disconnected customer disputing calculated final bill
9 and needs reading to adjust back to March 30th of 1999.

10 Q. Would you have entered everything that was said
11 between us into this record that day?

12 A. Like what?

13 Q. Well, just what I said, everything that I had said to
14 you, would you have entered that into this record?

15 A. Yes. Uh-huh.

16 Q. Okay. But you don't remember the phone call at all?

17 A. Oh, no. No. April 10th. Sorry.

18 MR. PIETRANGELO: Okay. That's all the questions I
19 have, your Honor.

20 THE EXAMINER: Cross for Miss Church, Miss Koncelik?

21 MS. KONCELIK: I really don't have any
22 cross-examination. I would like to ask a few questions as on
23 direct.

24 THE EXAMINER: Okay.

25 - - -

1 DIRECT EXAMINATION

2 BY MS. KONCELIK:

3 Q. The Complainant asked you if you recall the telephone
4 conversation on or about April 6. You said you don't recall
5 that conversation.

6 A. That's correct.

7 Q. You also said that this exhibit, Columbia's Exhibit
8 No. 2, was the order that you issued to have the Complainant's
9 meter read.

10 A. That's correct.

11 Q. In his formal complaint, the Complainant made certain
12 statements regarding what you had told him. I'd like to go
13 through each of those to see if you recall anything about those
14 statements.

15 Do you recall any statements that you made to the
16 Complainant regarding why the March bill was higher than the
17 February bill?

18 A. I can't remember. I'm sorry.

19 Q. Did you make any statements regarding final bills and
20 Columbia's process of issuing final bills?

21 A. I can't remember.

22 Q. What about statements regarding a final reading and
23 Columbia sending a corrected bill and refunding money if it's
24 necessary?

25 A. I can't remember that neither.

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1 Q. In your normal calls with customers, although you
2 don't remember this specific call --

3 MR. PIETRANGELO: Objection.

4 THE EXAMINER: The basis?

5 MR. PIETRANGELO: Trying to think of the basis.

6 Strike the objection.

7 THE EXAMINER: Okay.

8 MR. PIETRANGELO: I withdraw it.

9 THE EXAMINER: Finish your question, please,
10 Miss Koncelik.

11 BY MS. KONCELIK:

12 Q. Can you tell me if you normally tell customers that
13 they will get a corrected bill if they've made an overpayment?

14 A. An overpayment, yes.

15 Q. Do you know if -- Do you recall if you made any
16 statements regarding estimating or calculating bills for
17 customers in general to the Complainant?

18 A. I can't remember. I'm sorry.

19 Q. How many calls do you take in a week? Customer calls.

20 A. Oh, goodness. I could probably say over 500.

21 Q. Okay.

22 A. Might even be more.

23 MS. KONCELIK: I don't have any further questions,
24 your Honor.

25 THE EXAMINER: Okay.

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1 THE EXAMINER: Mr. Pietrangelo, cross-examination?

2 MR. PIETRANGELO: Just one briefly.

3 No, I don't have anything further, your Honor. Thank
4 you.

5 THE EXAMINER: I'm sorry, I didn't hear that.

6 MR. PIETRANGELO: I'm sorry, your Honor, I thought I
7 had something, but it's going to be a question based on the
8 answer, and I think that would probably be argument versus
9 testimony.

10 The Columbia Gas --

11 THE EXAMINER: Do you have any questions for this
12 witness on cross-examination?

13 MR. PIETRANGELO: No. I'm done.

14 THE EXAMINER: Thank you.

15 - - -

16 EXAMINATION

17 BY THE EXAMINER:

18 Q. Miss Church, what's the purpose of the "Service
19 Remarks" section in what's been marked as Columbia Exhibit 2?

20 A. This tells us what the call was regarding. This
21 customer called, he was disputing his calculated final bill, and
22 we needed to do a reading to adjust his bill back. That's where
23 we put all the information for the service person to see why
24 we're sending this read order out.

25 Q. Is it part of the process to record everything that's

1 said in the Service Remarks or just what actually needs to be
2 taken by the Columbia --

3 A. What actually needs to be taken.

4 Q. Over on the right-hand side of Columbia Exhibit 2, you
5 said something about arrival date and --

6 A. Arrival time.

7 Q. Looking over at the right-hand mid-section of Columbia
8 Exhibit 2, whose arrival date and time is that?

9 A. That's the serviceman's arrival time and the date we
10 sent the order out.

11 Q. Tell me what date it says you sent the order out.

12 A. April 10th.

13 Q. Okay. That would also be the date that the meter was
14 read by Columbia Gas personnel?

15 A. When the person went out there, yes.

16 Q. Tell me what the date executed just above that and
17 time executed means.

18 A. Okay. We get the order back after she goes out and
19 gets the reading. That's what we make the adjustment from. The
20 girl that executed the order, she did it on April 12th and the
21 time was 1506.

22 Q. Okay. So date executed is processing of --

23 A. The order.

24 Q. -- the adjustment determined when the meter is read
25 according to this document --

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1 A. Right.

2 Q. -- on April 10th?

3 A. Right. That's correct.

4 THE EXAMINER: Okay. Thank you.

5 THE WITNESS: You're welcome.

6 (Witness excused.)

7 THE EXAMINER: Mr. Pietrangelo, your next witness.

8 MR. PIETRANGELO: Thank you, your Honor.

9 Complainant would like to call the meter reader.

10 Don't know her name again. I'm sorry again.

11 MS. KONCELIK: Kim Meyers.

12 MR. PIETRANGELO: Miss Meyers.

13 THE EXAMINER: Miss Meyers, would you please raise
14 your right hand?

15 (Witness placed under oath.)

16 THE EXAMINER: Thank you. Please have a seat.

17 THE WITNESS: You're welcome.

18 THE EXAMINER: I believe you spelled your name for the
19 court reporter.

20 THE WITNESS: M-e-y-e-r-s, yes.

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1 KIM MEYERS

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MR. PIETRANGELO:

6 Q. Good afternoon, Miss Meyers. Thank you for coming.
7 What is your occupation?

8 A. I'm a utility rep.

9 Q. Could you briefly describe what that entails?

10 A. I read meters; locate curb boxes; I disconnect
11 service; I do read the meter for transfer of billings --

12 Q. And --

13 A. -- and read meters.

14 Q. I'm sorry. You're employed by whom?

15 A. Columbia Gas. I've been with the company
16 twenty-two-and-a-half years.

17 Q. And where do you reside?

18 A. In Amherst, Ohio.

19 Q. Okay. Do you know where Sturbridge Square Apartments
20 are?

21 A. Yes, I do.

22 Q. Could you tell me where they are, please?

23 A. Off of Detroit over by Crocker Bassett.

24 Q. Okay. And do you know where the meter for Apartment
25 310 is located at 14- -- Strike that.

1 For Apartment No. 310 at 1496 Westford Circle,
2 Westlake, Ohio, do you know where the meter is located?

3 A. I can't really tell you right now.

4 Q. Why is that?

5 A. I read too many meters a day and it's been a while.

6 Q. Okay.

7 A. Most likely, it was outside, but I can't tell you
8 whether it was right -- outside right, outside rear, or outside
9 left.

10 Q. Do you recall reading the meter on April 10th, 1999
11 for that apartment?

12 A. No, I don't.

13 Q. Do you have any records indicating that you read the
14 meter on April 10th, 1999?

15 A. Yes, I do.

16 Q. What are those records?

17 A. The same records that we had just looked at on the
18 read order.

19 Q. Did you create those records?

20 A. No.

21 Q. Someone else created those records?

22 A. Right. The customer service rep did.

23 Q. What would have triggered your reading, if you did
24 read it, the apartment -- the meter at Apartment 310 on April
25 10th, 1999? What would have caused you to read the meter?

1 A. I got a read order, that day's work -- that was in my
2 orders for that daily work, and I read the meter. That's all I
3 did.

4 Q. You don't recall -- Strike that.

5 Because you don't recall the individual events, I'm
6 going to have to ask you a general question.

7 When you read a meter, could you briefly describe how
8 you read it?

9 A. I read it from right to left.

10 Q. What are you reading?

11 A. There's four dials on the meter itself and two test
12 dials underneath and I read it from right to left.

13 Q. Does that meter indicate whether -- Does that --
14 Strike that.

15 Does that meter indicate who's in the apartment at the
16 time?

17 A. No. I can't tell you that. All it does on the meter
18 itself, it has the meter number, and the order that I have, I
19 verify the meter number with what's on the meter, and all I do
20 is read the meter.

21 Q. This may be repetitive, but please bear with me.

22 Does that meter indicate whose account is currently on
23 the meter?

24 A. I can't tell you. The only thing I'm looking at is
25 the read order itself, the order that I had.

1 Q. Does that meter continuously run?

2 A. Yeah, every day. I mean, as gas is going through the
3 meter, the dials are running.

4 Q. Do the revolutions of the meter slow down or speed up
5 based on the gas used?

6 A. Uh-huh.

7 Q. You can't tell how much gas is being used at any
8 particular moment of the day?

9 A. No.

10 Q. Can you tell how much gas is being used on any
11 particular day?

12 A. No.

13 Q. When were you first notified about this complaint?

14 A. When I got the order on April 10th. That's when the
15 read order was given to me.

16 Q. I'm sorry. Thank you.

17 Were you told that the customer disputed --

18 A. No. I just read -- I read -- did what the read order
19 said and I read the meter.

20 Q. So the read order just said, "Read the meter", didn't
21 say because the Complainant --

22 A. No, it did say that.

23 Q. What did it say?

24 A. You were -- It was -- The customer was disputing the
25 calculated bill.

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1 Q. What did you do with the reading once you took it?

2 A. I marked the reading on the order and handed it in
3 with my work so it could be passed on to be processed.

4 Q. And generally what happens to that record that you
5 make when it goes up the chain? Do you know what happens to it?

6 A. The order was given back with my time sheet and then
7 it was passed on to the Customer Service Center.

8 Q. Did anyone over you, i.e., a supervisor, or someone
9 who directs you, tell you that you needed to remember the
10 circumstances of the reading because of the dispute?

11 A. No.

12 Q. Other than these records that have been submitted to
13 the Court today, you have no record of your having read that
14 meter; is that correct?

15 A. We have a record of reading -- We have a record of
16 reading that meter.

17 Q. But only what's been submitted to the Court, correct?

18 A. No. We have a record on file that I read the meter.

19 Q. But that was not submitted today? What record are you
20 talking about?

21 A. Okay. The read order that I did on April 10th, the
22 customer was disputing the calculated final and they wanted a
23 read order -- they wanted an actual reading. I did go out on
24 April 10th and got the actual reading. That is the bill. That
25 is the order I'm talking about. So that's my actual reading

1 that I read on April 10th.

2 Q. Where is that reading, though, whatever you're talking
3 about?

4 A. It's on the read order and that's how the bill was
5 adjusted.

6 MR. PIETRANGELO: Okay. Thank you. I appreciate it.

7 THE EXAMINER: Miss Koncelik, cross?

8 MS. KONCELIK: I don't have any cross, just maybe one
9 or two direct.

10 - - -

11 DIRECT EXAMINATION

12 BY MS. KONCELIK:

13 Q. How many meters do you read in a week or a month,
14 let's say?

15 A. It all depends if I read a book a day -- or, I'm
16 saying some books a day are 500, at least, a day. My read
17 orders, anywhere from -- this is in all areas -- anywhere from
18 22 to 32 a day.

19 Q. And you know that you read the meter because it was in
20 your order for your daily work for that day?

21 A. That's right. It was a scheduled order for me that
22 day.

23 MS. KONCELIK: I don't have anything further, your
24 Honor.

25 THE EXAMINER: Okay. I have a question.

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EXAMINATION

BY THE EXAMINER:

Q. You indicated to Mr. Pietrangelo that you cannot tell how much gas goes through the meter for any -- I think he used day or time period; is that true?

A. You're talking on the read order itself, I took the reading, and then you can -- the actual reading, and there's a previous --

Q. Relax, Miss Meyers.

A. Huh?

Q. Relax.

If you're looking at the meter --

A. Oh, okay.

Q. -- in general, and no matter whose meter it is, you look at it today --

A. Uh-huh.

Q. -- you look at it tomorrow --

A. Uh-huh.

Q. -- can you tell how much gas has gone through the meter?

A. Yes. If I had the reading today and if I have the reading tomorrow, then I can -- I can go back.

Q. You can go back. And what would you --

A. I could get that information. Say, for example, I

1 read the meter today, I get the same order for tomorrow, then I
2 can get the reading and then compare it to what the order was
3 today that I had.

4 Q. Okay. I didn't ask the question very well the first
5 time, but that's what I was trying to get.

6 A. But what -- Excuse me. But what I -- You know,
7 looking at the meter, I can't tell you, you know, how much gas
8 has gone through that meter today, because I don't have readings
9 to --

10 Q. Without readings to compare it to, actual readings for
11 the same meter to compare it to?

12 A. Unless I have the order.

13 Q. When you get an order from customer service --

14 A. Uh-huh.

15 Q. -- is it uncommon that it says, "Disputing bill"? Is
16 that usually something that you would see on the bill, whether
17 the customer is disputing a calculated bill?

18 A. No.

19 Q. Are you saying no, that it's unusual that you would
20 see this on an order slip? I'm asking for clarification, if
21 it's unusual you'd see a disputing final bill -- disputing a
22 calculated bill.

23 A. It all depends. It doesn't matter what's --

24 Q. Is this the first time that you've seen "Disputing
25 bill" --

1 A. No, it's not.

2 Q. -- on an order?

3 A. It's not the first time.

4 THE EXAMINER: Okay. Thank you.

5 THE WITNESS: You're welcome.

6 (Witness excused.)

7 THE EXAMINER: Mr. Pietrangelo, next witness.

8 MR. PIETRANGELO: Other than closing arguments, I
9 rest, your Honor, or I'm done.

10 THE EXAMINER: Okay. Miss Koncelik, do you have any
11 other witnesses?

12 MS. KONCELIK: Yes, I have one witness, your Honor.
13 Linda Porter.

14 THE EXAMINER: Okay.

15 (Witness placed under oath.)

16 THE EXAMINER: Thank you. Please have a seat.
17 Miss Koncelik.

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1 LINDA PORTER

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MS. KONCELIK:

6 Q. Miss Porter, can you spell your name for the record?

7 A. My last name?

8 Q. Last name.

9 A. P-o-r-t-e-r.

10 Q. What position do you currently hold at Columbia?

11 A. I'm a Customer Service Representative.

12 Q. How long have you been with Columbia Gas?

13 A. I've been with the company 10 years.

14 Q. And are you familiar with the facts and circumstances
15 of this complaint?

16 A. Yes, I am.

17 Q. Do you recall if you took a disconnect order for the
18 Complainant's account?

19 A. I don't recall taking the actual order, but I'm aware
20 of the order.

21 Q. Okay.

22 MS. KONCELIK: I'd like to introduce backward, and
23 it's Columbia Exhibit No. 1. First shall be last, I guess.

24 This is my only copy. Can she look at yours or do you
25 need another one? I've got it.

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1 THE EXAMINER: Do you have a copy? I'm sorry, you
2 have another one?

3 MS. KONCELIK: Yes. I made a notation on this one, so
4 I'll just scribble it out, unless you want to hold that. I just
5 don't want her to....

6 BY MS. KONCELIK:

7 Q. Miss Porter, are you familiar with what's marked as
8 Exhibit No. 1?

9 A. Yes, I am.

10 Q. And what is it?

11 A. It's an execute order detail screen for the disconnect
12 order that was worked and all of its information.

13 Q. Is this a record that's regularly kept in the course
14 of Columbia's business?

15 A. Yes, it is.

16 Q. And do you have personal knowledge of the information
17 on this particular exhibit?

18 A. Yes, I do.

19 Q. And do you know if this information or this record
20 would have been made at or near the time of the transaction that
21 was taken?

22 A. Yes, it was.

23 Q. Okay. You said this was an execute order for a
24 disconnect.

25 A. That's correct.

1 Q. So you talked to the Complainant and took the order to
2 disconnect the account?

3 A. Yes, I did.

4 Q. When did you take that order?

5 A. The order was taken on March 29th and the requested
6 time was at 1350.

7 Q. And when did the disconnect -- disconnect of the
8 Complainant actually take place?

9 A. March 30th.

10 Q. According to this Exhibit No. 1, is that what
11 occurred?

12 A. Yes, it is.

13 Q. The "Service Remarks" says, "Mail to be forwarded per
14 James/L. Porter". Can you tell me what that means?

15 A. I made that notation because I was denied a mailing
16 address when I asked for that address.

17 Q. So you asked the Complainant for a mailing address --

18 A. Yes, I did.

19 Q. -- at the time of the disconnect?

20 A. On a final bill, we are required to get a mailing
21 address. If we do not get one, then the mail is going to be
22 forwarded and we need to make a notation of that.

23 Q. It will be forwarded by the post office, you mean?

24 A. Yes, it is.

25 Q. Did you ever state to the Complainant, do you recall,

1 that an actual reading would be taken for the disconnect?

2 A. No, I did not.

3 Q. Do you know if the Complainant -- Do you recall if the
4 Complainant asked for an actual reading to be taken when the
5 disconnect order was done?

6 A. If he had asked for an actual reading, I would have
7 made a notation just like I did about the mailing.

8 Q. So the absence of that notation --

9 A. Tells me he did not -- he did not request that.

10 MS. KONCELIK: That's all I have.

11 THE EXAMINER: Mr. Pietrangelo.

12 - - -

13 CROSS-EXAMINATION

14 BY MR. PIETRANGELO:

15 Q. I'm a bit confused, Miss Porter, and thank you for
16 coming to testify.

17 When Miss Koncelik initially started questioning you,
18 you said you didn't remember the details, the specific details,
19 but you were familiar with the complaint, is that what you said?

20 A. No. I'm not familiar with our conversation, per se,
21 word-for-word.

22 Q. But she just asked you a specific question as to what
23 had occurred in the conversation and you gave a specific answer.
24 I'm wondering how is that?

25 A. Because I did note it on this order.

1 Q. But if you can't remember -- If you can't remember the
2 exact conversation, how can you testify as to what was said or
3 not said?

4 A. I'm very routine. I go right down the order.

5 Q. I know. It sounded to me as -- maybe the Court can
6 correct me -- as if you were testifying as to the actual
7 contents of the conversation.

8 A. No. Based on the records that I have in front of me.

9 Q. So -- Okay. And again, the "Service Remarks: Mail to
10 be forwarded per James/L. Porter", what did you say that meant?

11 A. I was not given a forwarding address. When I
12 requested a mailing address for the final bill, I was not given
13 one. I was told your mail would be forwarded.

14 Q. That's just based on this, though; is that correct?
15 You don't know that was actually said?

16 A. I know that for a fact or I wouldn't have put it on
17 this order.

18 Q. Wait a minute. You know for a fact the contents of
19 the conversation or you don't, which one is it?

20 A. I know that you did not give me a final address or I
21 wouldn't have documented it because the mail has to be forwarded
22 back.

23 Q. But again, that's just based on what this entry says,
24 right? You don't remember actually the contents of the
25 conversation?

1 A. I don't remember talking to you, but I would not have
2 put this on this order had you not refused a mailing address. I
3 do know that.

4 Q. And yet, the Complainant has testified contrary to
5 your testimony and how do you explain that?

6 A. I'm sorry. I don't understand your question.

7 Q. Well, I'm trying to figure out what the significance
8 of your testimony regarding this service remarks is; "Mail to be
9 forwarded per James". You're saying that that means that he
10 specifically told you that the post office would forward the
11 mail, is that what you're saying?

12 A. I'm saying you did not give me a mailing address to
13 send your final bill; that the postal service will forward your
14 mail.

15 Q. But you don't remember the specifics of the
16 discussion?

17 A. That's the only time I put these remarks on an order.

18 Q. Well, "yes" or "no", do you remember the specific
19 conversation?

20 A. No, I don't. I don't remember the conversation with
21 you.

22 Q. Okay. In fact, the Complainant's asking that his
23 service be cut off, is that what you're saying this entry means,
24 this entire entry, this Exhibit No. 1?

25 A. You called and requested a disconnect, yes.

1 Q. That's indicated by what code?

2 A. Where it says, "Order Type: DC".

3 Q. But again, you don't remember the specifics of the
4 conversation?

5 A. No. It's a common order. We get several calls.

6 MR. PIETRANGELO: Thank you. That's it. No
7 questions -- further questions.

8 THE EXAMINER: Thank you, Miss Porter.

9 THE WITNESS: Thank you.

10 (Witness excused.)

11 THE EXAMINER: With that, the exhibits -- Was that
12 your last witness, Miss Koncelik?

13 MS. KONCELIK: Yes, it is, your Honor.

14 THE EXAMINER: Admission of exhibits?

15 MR. PIETRANGELO: I'm sorry, your Honor?

16 THE EXAMINER: Move for admission -- The exhibits have
17 been entered into the record. I don't recall that any of them
18 have been so admitted.

19 With that, I'm assuming --

20 MS. KONCELIK: Columbia would like to move for the
21 admission of Exhibit Nos. 1 through 4 that have been previously
22 entered into the record.

23 MR. PIETRANGELO: I apologize, your Honor. I have
24 zero trial experience.

25 THE EXAMINER: Okay.

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Thereupon, Complainant's Exhibits A, B, C, D-1,
D-2, E-1 and E-2 were received into evidence.

- - -

THE EXAMINER: All right. Counsel, do you wish to
have a closing statement or do you want to waive those?

MR. PIETRANGELO: I'd like to make one, your Honor.
Yes, I'd like to make a closing statement, your Honor.

THE EXAMINER: Okay.

MR. PIETRANGELO: A brief closing statement.

THE EXAMINER: You can begin.

MR. PIETRANGELO: Thank you.

First of all, I'd like to thank Miss Wilson,
Miss Church, Miss Meyers and Miss Porter for testifying and
coming today; I appreciate it.

My closing statement will be in two brief parts.

The first is to note some things about the answer,
which demonstrates that Columbia Gas' testimony has been less
than truthful, and then I will sum up with the evidence -- what
the evidence shows.

Miss Porter was just called to testify and read off
Exhibit 1 and indicated that gas service was requested to be
shut off on March 30th, 1999, and that gas service, in fact, was
shut off on March 30th, 1999, yet, in Columbia Gas' answer to
the complaint, Paragraph 3, Columbia Gas admits that the --

1 THE EXAMINER: Mr. Pietrangelo, could you give me a
2 second, please?

3 MR. PIETRANGELO: Yes, your Honor. I'm sorry.

4 THE EXAMINER: Thank you. There's been a lot of
5 documentation in this case, so it will take me just a second.

6 (Pause.)

7 Go ahead, Mr. Pietrangelo.

8 MR. PIETRANGELO: On the one hand, Miss Porter
9 testified based on Exhibit -- on Columbia Gas' Exhibit No. 1
10 that service was requested to be shut off on March 30th, '99,
11 and it, in fact, was shut off on March 30th, '99, but on the
12 other hand, in Columbia Gas' answer, Paragraph 3, Columbia
13 admits that the 31st was yet to be billed, which I would assume
14 means it was part of the billing period.

15 I suggest -- I'll read it verbatim. "Columbia admits
16 that the April 4th, 1999 bill was not a final bill because usage
17 for March 30th and 31st was yet to be billed."

18 So I suggest that's a discrepancy that undermines the
19 credibility of that entry and undermines the entire records that
20 have been produced by Columbia Gas, along with the fact that
21 they've produced only documents that are favorable to them, but
22 documents that I inquired about on direct or cross were not
23 provided.

24 I would also point out in the answer that Columbia in
25 that same paragraph states, "Columbia further admits that its

1 normal process is to calculate a customer's bill every other
2 month".

3 Going to Columbia Gas' Exhibit No. 3, you'll notice
4 that there are three months calculated in a row, 7-29-98,
5 8-27-98 and 9-28-98. I'm not sure that's a deliberate
6 deception, but I point it out to let the Court know that there
7 are discrepancies -- discrepancies between what Columbia Gas is
8 saying and what the records say.

9 Again -- And then -- And then I would direct the
10 Court's attention to Paragraph 1 of Columbia Gas' answer where
11 they state, "Columbia admits that a customer service
12 representative indicated that service would be ceased on March
13 31st, 1999", which is contrary to the March 30th date,
14 continuing the quote, "and that a final bill would be sent".

15 Now, that final -- that a final bill would be sent is
16 contrary to their testimony that an adjusted final bill would be
17 sent for any overcharges. I suggest that these are
18 discrepancies that indicate both deception and problems with
19 this process of estimating or calculating bills.

20 As far as the Complainant's testimony, I believe that
21 everything he has testified has either been not refuted or been
22 supported by the evidence with the minor exception of the date
23 when service was requested to be cut off. On Exhibit No. 1,
24 it's indicated that it was March 29th. Again, I've shed -- cast
25 doubt on the accuracy of this document, but even if it is

1 accurate, Complainant said approximately March 22nd in his
2 complaint is when he asked them to shut it off. So I would
3 suggest that everything that Complainant has said has been
4 supported totally by the evidence.

5 Move on to the second part of my closing argument.

6 There is no dispute at all in this hearing, both
7 Columbia Gas and I agree that they twice knowingly, willfully
8 and intentionally sent me calculated bills. There's no dispute
9 about that. There's no dispute that those calculated bills did
10 not reflect actual usage. There's no dispute about that.

11 Now, Columbia Gas waffled on that actual reading, what
12 they wanted to continue to use. They wouldn't answer my
13 questions directly "yes" or "no", they want to gloss over this
14 and, apparently, to them they think it's authorized under the
15 PUCO statutes for them to bill people based on calculations and
16 that their assumption is calculation automatically equals the
17 automatic usage, but to anyone with common sense, that's not
18 true.

19 It is based on that -- a formula that has variables in
20 it, and Miss Meyers, I think her testimony indicated, if she
21 took a reading one day and took a reading the next day, yes, she
22 could show actual usage, but when there's 20 or more days
23 between readings, and there's a break in service, they cannot
24 tell what the actual usage for that first customer was, and they
25 don't deny that, they say, "We calculate it based on

1 statistics"; clearly admit it.

2 But even those statistics have problems. As
3 Miss Wilson demonstrated and as I think I elicited on direct,
4 there's problems with the amount they adjusted. Maybe \$.30,
5 maybe \$.60, but it's my money, and it's not based on actual
6 usage.

7 Now, I don't have copies to give, I can pass this
8 around, but the Ohio Administrative Code 4901:1-18-10,
9 residential customer bills, (A)(4) -- I'm sorry, (A)(5) lists
10 billing determinants that are applicable, and it says,
11 "Beginning meter readings and ending meter readings", and then
12 it says, "Consumption".

13 Now, even though the next section talks about
14 estimated bills, I would submit that this Administrative Code
15 requires that a utility bill a customer for actual usage.
16 Those -- Those -- These terms in this code have no meaning if
17 it's not based on actual usage.

18 I believe, like I said, there's no question they admit
19 that they charged me twice knowingly, intentionally and
20 willfully based on calculated amounts, not on actual usage, but
21 calculated amounts.

22 No one else can -- No one else in this entire world
23 can do that. If you went to the grocery store, the grocery
24 store can't bill -- yeah, we're going to charge you 50 bucks
25 based on what looks like is in your basket or we're going to

1 guess how much this weighs. Can't do that in the grocery store.
2 You try to go on an airline -- You know, I mean, run the whole
3 gamut. You cannot -- People should only be charged for what
4 they actually use; that's only fair and that's only lawful.

5 We're talking about significant amounts. If you
6 multiply the discrepancy between what you know someone actually
7 used and should have been billed for and what they calculate
8 they used and did bill them for, we're talking about significant
9 amounts, and it's the Public Utilities Commission's
10 responsibility to guard the public against that. We're talking
11 about millions of dollars here.

12 I think it also satisfies theft by deception, the
13 elements of theft by deception in the Ohio Code, and also the
14 federal mail fraud violation is satisfied. They did send the
15 bills through the mail.

16 Again, I'll close here. It is not disputed that they
17 intentionally, knowingly and willfully twice billed me based on
18 calculated usages and if the Commission is going to okay that,
19 then I'd like them to publicly okay that and tell the -- tell
20 the people of Ohio, yeah, you're paying a couple extra cents
21 every bill, even though you didn't use the gas for that, because
22 we think that's okay for the utility companies to do that.
23 They've got the human power to do it. Why don't they do it
24 every month? Cheaper for them not to do it. It's simply a cost
25 analysis and it's -- it's harming Ohio consumers and it's harmed

1 me in a very real way and I've had to expend a lot of money. I
2 think their conduct in the situation is unreasonable, unjust and
3 unlawful.

4 I thank you for your time, your Honor.

5 THE EXAMINER: Miss Koncelik.

6 MS. KONCELIK: Yes, your Honor. I'll make a brief
7 closing statement.

8 First of all, I guess I'll separate mine into the two
9 categories that the Complainant did.

10 First in regard to discrepancies that he's pointed out
11 and whether it harms the credibility of our case or not. Two
12 things I'd like to address.

13 The Complainant raised the issue that Columbia brought
14 exhibits that were favorable to Columbia and not the ones that
15 he wanted that were favorable to him. That's the litigation
16 process. I mean, we're going to bring the documents that make
17 our case, and if he had requested any documents that he wanted,
18 we would have been more than willing to produce any documents we
19 had.

20 Point in case, we brought, you know, three witnesses,
21 two hours away from their homes, to testify, even though he
22 didn't subpoena them or request that they be here. If he wanted
23 any documents that were favorable or unfavorable to us, we would
24 have provided those. So I don't think that can be really used
25 as any weight at all to judge our case.

1 Secondly, the alternating calculated and actual -- or,
2 calculated and actual billings, and I think he referred to my
3 answer, is that we do that on an alternating basis, and you are
4 correct, that there are certain instances in which a bill or an
5 account will be calculated for more than one month, and it won't
6 be the exact alternating.

7 In terms of a discrepancy, I believe I pointed that
8 out in my motion to dismiss. There are instances we don't get
9 in and get an actual reading every other month. I think I would
10 submit that it was very close on the Complainant's bill, on the
11 Complainant's account, we did do that, but in terms of
12 credibility, I did point that out in my motion to dismiss, so I
13 think pointing that out is a little disingenuous.

14 Going on to the second point, the actual law in this
15 case. Neither the statutes nor the regulations promulgated by
16 the Legislature or by this Commission require that Columbia
17 issue bills or issue final bills based on actual readings.

18 The Complainant pointed to 4901:1-18-10, "Residential
19 Customer Bill Formats", but he doesn't want to read that in
20 total. I believe he pointed to the actual meter readings will
21 be taken and offhand said, "Oh, there's a section about doing
22 estimates, too". We're allowed to do estimates of customer
23 bills. The Complain- -- It's specifically in that regulation.
24 Bills may be estimated or some other way not based upon end of a
25 period meter readings for the period, and that's Section Subpart

1 (6).

2 He asked about what other places can you go, like a
3 grocery store and airline. I believe other utilities through
4 that can issue estimated bills, and I think, although I only
5 work for the gas company, I think that's a fairly common
6 practice. When you have 1.3 million customers, there are other
7 more important things that you're going to have your people
8 doing than going and reading the bills.

9 Secondly, Columbia's tariff does not require that it
10 issue final bills based on actual readings, and the Public
11 Utilities Commission approves Columbia's tariffs. That's a
12 tariff that we have on file with the Commission and it serves
13 basically as the contract between ourselves and our customers,
14 since we don't have a written contract with each customer.

15 Second -- or, third, it's not unreasonable nor
16 inadequate service for us to issue estimated bills or calculated
17 bills pursuant to the more general authority or the more general
18 principles and duties that Columbia Gas has as a public utility.

19 We make sure that when a calculated bill is issued,
20 there's an actual reading after that point and the Complainant's
21 account is trued up, so the Complainant, as in this case, would
22 receive a refund or a credit to his account. Whether that's a
23 final bill or just a regular active customer bill, we will make
24 sure that there is an actual reading and a true-up made.

25 And, in closing, I guess I'll say that that is the

1 bottom line here. There has been no harm here. The
2 Complainant, although, obviously, does not like calculated
3 bills, does not like estimated readings, it's something that
4 Columbia is lawfully allowed to do and something that we take
5 great pains to make sure that we adjust bills and give credits
6 when they're due, which we did in the Complainant's case.

7 Now, whether or not he cashed that refund check is
8 really not Columbia's problem. We issued the refund, it was
9 available to him, and so he has not had any economic harm by
10 what we have done.

11 Thank you.

12 THE EXAMINER: Given that counsel for both parties
13 have made closing statements, there really isn't a need for
14 closing -- for briefs or reply briefs. We're going to proceed
15 after the transcript is received straight to a Commission
16 decision.

17 I usually like to give everybody an idea about when to
18 expect the Commission to issue its decision. Given that we are
19 approaching the holidays, the end of the year, taking those
20 weeks into effect when everyone's schedule is a little up in the
21 air, I project that it will be approximately eight weeks before
22 the Commission's decision is issued. When I say eight weeks, we
23 also have to remember it takes a couple of weeks for the
24 transcript in this case to be received by the Commission.

25 With that, are there any further matters that need to

1 be addressed?

2 MR. PIETRANGELO: No, your Honor.

3 MS. KONCELIK: No, your Honor.

4 THE EXAMINER: With that, this hearing is adjourned.

5 MS. KONCELIK: Thank you.

6 MR. PIETRANGELO: Thank you, your Honor.

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8 (Thereupon, the hearing was concluded at 3:05
9 o'clock p.m. on Tuesday, December 7, 1999.)

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