

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the	:	
Complaint of Thaah and	:	
Aaron Young,	:	
	:	Case No. 18-1832-EL-CSS
vs.	:	
	:	
Ohio Power Company.	:	

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PROCEEDINGS

before Dick Bulgrin and Michael Williams, Hearing
Examiners, at the Public Utilities Commission of
Ohio, 180 East Broad Street, Room 11-C, Columbus,
Ohio, called at 10:00 a.m. on Wednesday, September
11, 2019.

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1 APPEARANCES:

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5 On their own behalf.

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14 On behalf of American Electric Power.

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1	Complainant's Exhibit	Identified	Admitted
2	I E-mail dated 11/26/18	61	113
3	J Smart Meter v. Regular Meter	67	113
4	K "GE Residential Electrical Metering"	69	113
5	L "Aclara Residential Electrical Metering"	72	113
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7	M iP500-302 intelliprobe	76	113
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1 Wednesday Morning Session,
2 September 11, 2019.

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4 EXAMINER BULGRIN: Let's go ahead and get
5 started. We're a little bit early. Good morning.
6 This is the hearing in Case No. 18-1832-EL-CSS, being
7 the complaint of... is it Thaah --

8 MRS. YOUNG: Thaah.

9 EXAMINER BULGRIN: -- Thaah and Aaron
10 Young versus Ohio Power Company doing business as AEP
11 Ohio. My name is Dick Bulgrin. I'm the
12 Attorney-Examiner.

13 MR. YOUNG: Excuse me, your Honor, I'm
14 sorry, it's a little hard to hear you.

15 EXAMINER BULGRIN: Oh, I'm sorry, Dick
16 Bulgrin.

17 MR. YOUNG: Can we close the door?

18 EXAMINER BULGRIN: Sure, we can close the
19 door.

20 MR. YOUNG: Did you say Dick?

21 EXAMINER BULGRIN: Yeah. And with me is
22 Mike Williams, and we'll be conducting -- this will
23 be my final hearing at the Commission because I'll be
24 retiring at the end of this month, so....

25 MR. YOUNG: Congratulations.

1 MS. BLEND: Congratulations.

2 EXAMINER BULGRIN: Let's go ahead and
3 take the appearances of the parties. Mr. and
4 Mrs. Young.

5 MR. YOUNG: We're new at this, so....

6 EXAMINER BULGRIN: Okay. And we have
7 your address, I think we have all your... you're
8 still at 9167 Taylor Road Southwest?

9 MR. YOUNG: Yes, your Honor.

10 EXAMINER BULGRIN: For AEP.

11 MR. WOLFFRAM: On behalf of the Company,
12 Tanner S. Wolffram and Christen M. Blend, American
13 Electric Power Service Corporation, 1 Riverside
14 Plaza, Columbus, Ohio. With us today is Paula S.
15 Igo. She's the company witness in this case.

16 EXAMINER BULGRIN: Okay. All right. And
17 kind of before we get into it, I was going to ask the
18 Youngs, have you received one of these brochures? We
19 should have sent one out when you filed.

20 MRS. YOUNG: Yes.

21 EXAMINER BULGRIN: So basically what I
22 want to do is step through the after-the-hearing
23 process so that you'll know what's involved. On Page
24 4 -- or No. 4 of that handout, basically the court
25 reporter will file a transcript of the hearing today

1 and you should -- I think you guys are already signed
2 up to receive e-mail for anything that --

3 MR. YOUNG: We're on the docketing
4 system, yes.

5 EXAMINER BULGRIN: Okay. So take a look
6 at that, and if you have any issues, that you can
7 contact the court reporter. Then it will be up to
8 Mike or someone to write the opinion. That gets
9 presented on the agenda to the five Commissioners
10 that make up the Public Utilities Commission, and
11 they get to vote on the opinion and order.

12 When that comes out, you have 30 days to
13 file an application for rehearing, and you'll need to
14 do that if you want to appeal their decision. And
15 the appeal will be directly with the Supreme Court
16 for this type of case.

17 And basically the other thing I wanted to
18 alert you to, because I think in some of the
19 pleadings you have indicated that you have suffered
20 damages and that kind of thing, the PUCO is not
21 empowered to award those kinds of judgments.

22 So let's say you go through, it gets
23 appealed, you're at the Supreme Court, the Supreme
24 Court decides that you are correct, once you get past
25 that hurdle, then you would go back into and file

1 something with the Common Pleas Court for any kind of
2 damages.

3 So the PUCO can make adjustments or
4 direct AEP to make adjustments to your bill or to
5 change their practices, but they can't award you
6 attorney's fees or something along that way.

7 Any questions on any of that stuff?

8 MR. YOUNG: I do have a question, your
9 Honor.

10 EXAMINER BULGRIN: Sure.

11 MR. YOUNG: With what you were just
12 discussing, I'm going through OAC here.

13 EXAMINER BULGRIN: Okay.

14 MR. YOUNG: Under 4901:1-10,
15 4901:1-10-30, I don't know how to describe the
16 chapters, but in this paragraph it says any electric
17 utilities -- and I'm not saying that's the ruling,
18 I'm just saying as far as what the Commission can
19 do -- in the chapter it says any electric utility
20 that fails to comply with the rules and standards in
21 this chapter or with any Commission ordered direction
22 or requirement promulgated thereunder may be subject
23 to any and all remedies available under the law
24 including but not limited to the following
25 restitution or damages to the customer or consumer.

1 So are you saying that's not your jurisdiction?

2 EXAMINER BULGRIN: We cannot award
3 damages to a customer. That's beyond our
4 jurisdiction.

5 MR. YOUNG: That would also include
6 treble damages?

7 EXAMINER BULGRIN: Right, that treble
8 damages provision is -- that's where you have to go
9 back into the Common Pleas Court. And at that point,
10 they're the ones that can award the treble damages.

11 MR. WOLFFRAM: Nothing further, your
12 Honor. Thanks.

13 EXAMINER BULGRIN: Mike, I'm going to
14 turn it over to you. We've got some preliminary
15 things unless there's any other questions.

16 EXAMINER WILLIAMS: Let's go off the
17 record for just a minute.

18 (Off the record.)

19 EXAMINER WILLIAMS: We'll go ahead and go
20 back on the record. Whoever wants to testify first.

21 MR. WOLFFRAM: Your Honor, are we going
22 to deal with the Motion in Limine?

23 EXAMINER WILLIAMS: You're right. I'm so
24 sorry. Before we entertain your opening and
25 testimony, we were going to discuss the Motion in

1 Limine and give you the opportunity to respond to the
2 Motion in Limine, so with that, I'll turn to the
3 Company.

4 MR. WOLFFRAM: Thank you, your Honor.
5 Again, we would just renew our Motion in Limine, or
6 in the alternative, Motion to Strike certain exhibits
7 that have been filed in this docket. First and
8 foremost, the Company's discovery responses were
9 filed by the Complainants pursuant to Ohio Admin Code
10 4901-1-18. That Code provision states that the
11 discovery responses shall not be filed with the
12 Commission. As such, we would move to strike the
13 company's discovery responses as part of this record.

14 In addition, we would also move to strike
15 an exhibit that is titled AEP Opt Out Meter (Aclara
16 I-210).

17 EXAMINER WILLIAMS: Do you have a date on
18 that, counsel?

19 MR. WOLFFRAM: So July 2nd, 2019. There
20 are two documents on that day.

21 EXAMINER WILLIAMS: I have three,
22 actually. I have the Opt Out Meter, Aclara, the Opt
23 Out Meter, GE, and then Attempts to Address Opt Out
24 Concerns.

25 MR. WOLFFRAM: Yeah, so the Motion in

1 Limine is limited to only the Aclara I-210-C and
2 I-210+c.

3 EXAMINER WILLIAMS: Thank you. Proceed.

4 MR. WOLFFRAM: Thank you, your Honor. We
5 would also move to strike the August 21st, 2019
6 Exhibit, Opt Out Two Way Communication, as well as
7 the August 21st, 2019 Exhibit Opt Out Meter
8 Communications Protocol and AMI Infrastructure.

9 The basis for the Company's motion to
10 strike these issues is they are well outside the
11 scope of this proceeding. The Company has repeatedly
12 brought these issues before the Commission. The
13 Commission has reviewed and repeatedly approved the
14 company's AMI deployment, its AMI technology,
15 intercompany's AMI Opt Out Tariff.

16 The references there are Case No.
17 14-1158-EL-ATA which approved the Company's AMI Opt
18 Out Tariff. And then Case No. 08-917-EL-SSO. That
19 was the first approval of the Company's gridSMART and
20 AMI deployment. And then the second approval of
21 those cases -- or of that technology was in Case No.
22 13-1939-EL-RDR.

23 And therefore, the issues related to the
24 company's AMI technology and the technical
25 specifications of its meters are well outside the

1 scope of this proceeding and also should be excluded
2 on the basis of res judicata. And then finally, as
3 we mentioned, the company would move to strike the --
4 that's it, your Honor, I apologize.

5 EXAMINER WILLIAMS: Thank you.

6 MR. YOUNG: We object to that motion,
7 your Honor. Part of our complaint and the majority
8 of our complaint involves the agreement that the
9 Company wants us to sign as a condition for the meter
10 that's in question. And they also -- through our
11 hearing, we'll be able to show we're being asked to
12 accept full responsibility for this meter. So as the
13 Complainants, we believe we have every right to know
14 what this equipment is that we have to accept full
15 responsibility for.

16 EXAMINER WILLIAMS: Tell you what I'm
17 going to do, if you present those exhibits in the
18 course of testimony, then we'll determine what the
19 basis for presenting the exhibits are and we'll make
20 a ruling then as to whether they come in or not, so
21 at this point we'll defer ruling on your motion.

22 MR. WOLFFRAM: Thank you, your Honor.

23 EXAMINER WILLIAMS: Excellent. And now
24 you're welcome to come forward and present your case.

25 MRS. YOUNG: We just need one minute.

1 EXAMINER WILLIAMS: Sure.

2 MR. YOUNG: Now, when we come forward, do
3 I need to take the stand or can I work here with --

4 EXAMINER WILLIAMS: You need to take the
5 stand, but you're welcome -- you'll have the
6 liberty -- your wife can bring you documents. You
7 can come and go as you need to. And we'll be very
8 flexible. If you need breaks, need time to sidebar,
9 feel free to let us know.

10 MR. YOUNG: Thank you, your Honor.

11 EXAMINER WILLIAMS: You're welcome.

12 EXAMINER BULGRIN: If you'd raise your
13 right hand.

14 (Witness placed under oath.)

15 - - -

16 AARON YOUNG

17 being first duly sworn, as prescribed by law, was
18 examined and testified as follows:

19 DIRECT TESTIMONY

20 EXAMINER WILLIAMS: Mr. Young, do you
21 want to tell us in your words why we're here and what
22 you'd like the Commission to know.

23 MR. YOUNG: Yes. We're here because on
24 August 20th, 2018, we received an informational
25 brochure "Why Your Meter Matters," and we would like

1 to add that also as an exhibit.

2 EXAMINER WILLIAMS: Do you have that in
3 front of you?

4 MR. YOUNG: We have it on the docketing
5 system and the original here.

6 MRS. YOUNG: That's multiple copies, too.
7 Actually, can I keep the original?

8 EXAMINER WILLIAMS: Hand me what you'd
9 like me to have.

10 MR. YOUNG: I don't think it's
11 appropriate for me to leave the stand but I need some
12 OAC....

13 EXAMINER WILLIAMS: You can go over and
14 get it. That's no problem. Let's go off the record
15 for a minute.

16 (EXHIBIT MARKED FOR IDENTIFICATION.)

17 EXAMINER WILLIAMS: Let's go back on the
18 record. Mr. Young, we have what's marked as
19 Complainants' Exhibit A and termed "Why Your Meter
20 Matters" and tell us --

21 MR. YOUNG: "Why Your Meter Matters,"
22 yeah, we filed that and put it forward, okay.

23 EXAMINER BULGRIN: The date that was
24 filed?

25 MR. YOUNG: 6-24-2019, your Honor.

1 EXAMINER BULGRIN: Thank you.

2 MR. YOUNG: Thank you. So in "Why Your
3 Meter Matters," AEP is promoting smart meters and
4 informing us we'll be coming to your neighborhood in
5 the next few weeks to begin smart meter
6 installations. That's what's on the informational
7 brochure.

8 One of our immediate concerns was we
9 didn't want a smart meter. We definitely don't want
10 a smart meter. Then there was no information on the
11 brochure that explained to us an option if we didn't
12 want a smart meter. So at that point, we got online
13 to AEP's site and we found a Frequently Asked
14 Questions. And that is also an exhibit and it is a
15 printout from the web page, Frequently Asked
16 Questions, which that was filed on the docketing
17 system.

18 MS. BLEND: That was June 24th, 2019.

19 EXAMINER WILLIAMS: Back off the record
20 for just a minute.

21 (Off the record.)

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 EXAMINER WILLIAMS: Let's go back on the
24 record. So we're now considering Complainants'
25 Exhibit B which is the printout, a four-page printout

1 of the FAQ that you accessed, Mr. Young, in response
2 to receiving the Exhibit A mailer that you were
3 talking about.

4 MR. YOUNG: Exhibit B?

5 EXAMINER WILLIAMS: Correct.

6 MR. YOUNG: Exhibit B is in reference to
7 the exhibit filed on the docketing system on
8 6-24-2019, and I'd like to note for the record the
9 copy we're looking at here in the hearing does not
10 have the address shown at the top as it does in the
11 actual docketing system filing.

12 EXAMINER WILLIAMS: I want to make sure
13 we're talking about the same document.

14 MR. YOUNG: To be fair, this is from the
15 AEP website. This is my testimony, but you can't see
16 the address for the AEP website up here as you can
17 with what is filed on the docketing system for the
18 docket, just to point out to everybody.

19 EXAMINER WILLIAMS: I want to make sure
20 we're all reviewing and considering the same
21 information. So the information that's been
22 presented to me begins with some white margin at the
23 top, roughly a third of the page is a white margin.
24 What you're holding up there has type all the way to
25 the top. Are we looking at the same information?

1 MR. YOUNG: Yes, on the docketing system,
2 the website address is at the top. You can barely
3 see a little bit of it up there. What you're looking
4 at here in my hand is not that full document that I
5 filed. What I have here in my hand is the same
6 document with the pages that are relevant to the case
7 so that I can provide this.

8 EXAMINER WILLIAMS: So what you have is a
9 subset of what we all have?

10 MR. YOUNG: What I have is the exact same
11 thing you all have.

12 EXAMINER WILLIAMS: Okay.

13 MR. YOUNG: If we all go down -- I just
14 want to point out the difference between what's filed
15 on the docketing system and what we're holding in our
16 hands. If we go down to "What if I don't want a
17 smart meter," this is what we did while we were
18 online.

19 MS. BLEND: Look at the bottom of Page 3
20 of Exhibit B.

21 EXAMINER WILLIAMS: Thank you. I see
22 that.

23 MR. YOUNG: So we didn't want a smart
24 meter. So "What if I don't want a smart meter"
25 doesn't really explain what's involved with that. It

1 just says you can decline a smart meter, please call
2 the number.

3 So reading through the rest of it,
4 "Please note that the Public Utilities Commission of
5 Ohio approved a monthly fee of \$24 to be charged to
6 you for declining installation of a smart meter."
7 Well, we weren't happy about that, but we still don't
8 want a smart meter, so we called the number that was
9 given to us in that FAQ, F-A-Q. And Judy in Customer
10 Service answered the phone, and she confirmed we
11 would be required to pay a fee.

12 MR. WOLFFRAM: Your Honor, we would
13 object on the grounds of hearsay to what Mr. Young
14 just stated. Judy's not here. We aren't a hundred
15 percent sure who the reference to Judy is.

16 MR. YOUNG: This is my testimony, your
17 Honor.

18 EXAMINER WILLIAMS: Hold on. When the
19 other side objects, then they're entitled to say the
20 basis for their objection, and you'll be entitled to
21 respond.

22 MR. YOUNG: Sorry.

23 EXAMINER WILLIAMS: That's okay. So
24 you've objected because you're not sure who Judy is.

25 MR. WOLFFRAM: We don't know the

1 substance of the conversations between the Judy that
2 Mr. Young represents, and it's being offered as proof
3 of the matter asserted, so we would object on hearsay
4 grounds.

5 EXAMINER WILLIAMS: Mr. Young, hearsay
6 rules say you can't come in here and say what other
7 people have said. Now, you can come in here and tell
8 your impression of the conversation, you just can't
9 necessarily attribute quotes to Judy.

10 MR. YOUNG: Thank you, your Honor.

11 EXAMINER WILLIAMS: Does that help?

12 MR. YOUNG: Yes, it does. Thank you.
13 Okay. So what I will say is I spoke with Judy.

14 EXAMINER WILLIAMS: Do you have a date on
15 that?

16 MR. YOUNG: I'm sorry?

17 EXAMINER WILLIAMS: Do you have a date
18 you spoke when you called the company?

19 MR. YOUNG: Yes. Is the Respondent
20 objecting to the quotes?

21 EXAMINER WILLIAMS: I want --

22 MR. YOUNG: I'm not quoting anything Judy
23 said. I'm just wondering what the --

24 EXAMINER WILLIAMS: Go ahead, and then
25 we'll let them renew or object and renew and then

1 I'll let you know if we're to a point we're going to
2 exclude items from your testimony. So at this point,
3 I'm trying to confirm when you called the company.

4 MR. YOUNG: Okay. That was August 20th
5 of 2018.

6 EXAMINER WILLIAMS: You're working from
7 notes you have in front of you?

8 MR. YOUNG: Well, I have finer notes as
9 to what time that was because we kept time logs of
10 everything, also within the Respondent's answer to
11 allegations, in answer to that statement, they're in
12 our initial complaint. The company --

13 MR. WOLFFRAM: Your Honor, we would
14 object, he's quoting our Answer, our final Answer.

15 EXAMINER WILLIAMS: I'm going to defer on
16 your objection for just a moment. I want to see how
17 he's corroborating his testimony. Go ahead, sir.

18 MR. YOUNG: Answers to allegations in
19 this particular area, AEP --

20 EXAMINER WILLIAMS: What I'm really
21 interested in is what you perceived and what you were
22 a part of more so than necessarily what --

23 MR. YOUNG: I object to the objection
24 that was made earlier.

25 EXAMINER WILLIAMS: Okay. I have not

1 excluded any of your testimony yet, but I'm trying to
2 confirm the details of your testimony. So at this
3 point, the Company has not said anything that it
4 would strike what you've been saying until now. I
5 just want to know what your testimony is. And citing
6 to their official court Answer is probably not going
7 to advance what your testimony is.

8 MR. YOUNG: We can get to that later on
9 the cross-examination, I think, maybe is what it is.

10 EXAMINER WILLIAMS: So you called the
11 company on August the 20th?

12 MR. YOUNG: Yeah, speaking with the
13 company at the number that was given to us.

14 EXAMINER WILLIAMS: If you're going to
15 say you spoke to Judy, that's admissible.

16 MR. YOUNG: Yeah, speaking to Judy at the
17 number in the FAQ, she was able to confirm that we
18 would be required to pay a fee if we declined
19 installation of a smart meter. And explaining to her
20 that we did not want a smart meter installed, we also
21 asked if she was able to help us, help assist us with
22 declining the smart meter installation because that's
23 how we know how to term it based on the FAQ.

24 She said she would. And without further
25 explanation, we were transferred into a voicemail

1 system. And so we still didn't know what was going
2 on, but we left a message requesting we did not want
3 a smart meter installed at our location and needed
4 assistance with this. We still did not understand
5 how to go about declining or how to obtain this
6 option from AEP. To reaffirm our request, we sent a
7 voicemail and I will enter that --

8 MRS. YOUNG: -- e-mail.

9 MR. YOUNG: I will enter that as an
10 exhibit.

11 EXAMINER WILLIAMS: Let's go off the
12 record.

13 (Off the record.)

14 (EXHIBIT MARKED FOR IDENTIFICATION.)

15 EXAMINER WILLIAMS: Mr. Young, your
16 e-mail communication as filed June the 24th captioned
17 Aaron at the top from MyMeter was sent August 21st.
18 Again, just to identify the document, that's five
19 pages long and has been marked as Complainants'
20 Exhibit C.

21 MR. YOUNG: Yes, August 20th was the day
22 we sent the e-mail. August 21st was the response
23 from the company. And is it okay for me to double
24 check that we both have the same thing?

25 EXAMINER WILLIAMS: Absolutely.

1 MR. YOUNG: Because if those are coming
2 from the --

3 EXAMINER WILLIAMS: Let's go back off the
4 record.

5 (Off the record.)

6 EXAMINER WILLIAMS: We're back on the
7 record. So I believe you were testifying that after
8 you had spoken with Judy and were transferred and
9 left a voicemail, that you then sent this e-mail?

10 MR. YOUNG: Yes, we sent the company an
11 e-mail to affirm, confirm, request, whatever the best
12 we could to make sure that we're not going to have a
13 smart meter installed. To the best of our ability,
14 we're not familiar with what the service is or what's
15 required of us. And after we were transferred to a
16 voicemail, we wanted to be sure, so we sent the
17 e-mail requesting no smart meters be installed.

18 And we were asking for things in there
19 that are not within the purview. At the time we
20 didn't know PUCO 20. So we did get a response back
21 from the company on August 21st. And the opt out
22 policy says, "... the agreement must be received by
23 the AEP smartGRID Customer Support Team in its
24 original format," underlined and bolded, "by
25 September 4, 2018." This just didn't make sense to

1 us, but we were waiting for that to come.

2 "Choosing to decline a smart meter will
3 add an additional \$24 monthly fee to the customer's
4 bill for meter reading service fees." And we
5 understood that. "A meter change order will be
6 placed for a digital non-communicating meter to be
7 installed at the premises." We did not understand
8 that.

9 So we waited for the form, and in the
10 meantime, we were contacting PUCO. After leaving a
11 message, let's see, and the e-mail, to reaffirm our
12 request, sent the e-mail, and we also that same day
13 on August 20th called PUCO to understand more about
14 the option and the fee associated with it.

15 MR. WOLFFRAM: Your Honor, we would
16 object. Communications between complainants and
17 Staff at the Public Utilities Commission is not
18 relevant to a complainant's claim that the company
19 provided inadequate service, so we would move to
20 object on relevancy grounds.

21 EXAMINER WILLIAMS: I'm going to overrule
22 that objection and allow Mr. Young to continue
23 telling what he did to educate himself as to what was
24 occurring.

25 MR. WOLFFRAM: Thank you, your Honor.

1 MR. YOUNG: Thank you, your Honor.

2 Andrea Smith at -- and we don't have to use names --

3 EXAMINER WILLIAMS: You can say names.

4 MR. YOUNG: Are we back on the record?

5 EXAMINER WILLIAMS: You can use names if
6 there's names. I don't want you to feel encumbered
7 in your testimony.

8 MR. YOUNG: Thank you. Calling PUCO to
9 understand more of this option and the fee associated
10 with it, the case number started with Andrea Smith
11 that case number is 00223995, and she was able to
12 direct us to PUCO No. 20. And in addition, we began
13 reading through OAC 4901-1-10 as far as smart meters,
14 what are the laws, what are the rules, and also
15 through PUCO 20, what are the rules, the regulations.

16 So as to what we just put forward, our
17 exhibit on August 21st, we received a reply from
18 MyMeter at AEP. The body of this e-mail didn't
19 reflect what we thought Advanced Meter Opt Out
20 service was, so we waited for the Opt Out Agreement
21 to come in the mail.

22 On August 27th, we received an AMI Opt
23 Out Acknowledgment. And at this time we would like
24 to add this Acknowledgment into evidence as an
25 exhibit.

1 EXAMINER WILLIAMS: Let's go back off the
2 record.

3 (Off the record.)

4 (EXHIBIT MARKED FOR IDENTIFICATION.)

5 EXAMINER WILLIAMS: Mr. Young, while we
6 were off record, you provided what's been labeled
7 Complainants' Exhibit D which is a five-page exhibit
8 on AEP letterhead, a letter addressed to Thaah Young
9 on August the 21st of 2018. And you can now tell us
10 what that document is and how it's relevant to your
11 presentation.

12 MR. YOUNG: Thank you, your Honor. This
13 is the AMI Opt Out Customer Acknowledgment that we
14 received in request to the service we were seeking.
15 And the top paragraph says, "You have inquired to AEP
16 about its process to opt out of the installation of a
17 smart meter at your home. Please complete the AMI
18 Opt Out Acknowledgment Form enclosed in this letter
19 to confirm your decision to opt out. If you do not
20 return the completed form within ten business days
21 from the date of this letter, we will move forward
22 with the installation of the smart meter in your
23 home."

24 It didn't give us a lot of time, but we
25 got down here to... let's see. Sorry, I'm just... It

1 says, "The Public Utilities Commission of Ohio has
2 approved a \$24 monthly fee for customers who elect to
3 decline the installation of a smart meter." The end
4 of that sentence or that paragraph says, "Failure to
5 pay may result in disconnection. If you would like
6 to proceed with the installation of a smart meter,
7 you may disregard this letter. In order to complete
8 your request for a nonstandard digital meter, you
9 must sign and return the attached Acknowledgment
10 to..." and it gives the address.

11 "Your signed Acknowledgment must be
12 received by AEP Ohio within ten days of the date of
13 this letter" -- still on the first page towards the
14 end -- "failure to complete these steps within ten
15 days will cancel your request to install a
16 nonstandard digital meter. After you have signed and
17 returned the Acknowledgment, AEP will remove your
18 existing meter and install a nonstandard digital
19 meter in service."

20 It says, "This digital meter does not
21 have communicating abilities but has an electronic
22 display. Once you sign this Acknowledgment" -- "Once
23 your signed Acknowledgment has been received, you
24 will be required to pay the \$24 monthly fee that will
25 be included on your monthly electric bill from AEP."

1 And then we get to the signature page, the actual
2 agreement itself.

3 EXAMINER WILLIAMS: You're referencing
4 Page 3 of the exhibit?

5 MR. YOUNG: Yes, your Honor, the last
6 page. "Customer hereby requests nonstandard digital
7 metering equipment. Customer understands and
8 acknowledges that the customer will be required to
9 pay the approved \$24 monthly fee that will be
10 included in their monthly bill.

11 "Customer hereby agrees to release, hold
12 harmless and indemnify AEP Ohio, American Electric
13 Power Company, Incorporated and all of their
14 affiliate companies -- affiliated companies and any
15 of their officers, directors, employees, agents from
16 and against losses, liabilities, costs, expenses,
17 suits, actions and claims including claims arising
18 out of injuries to persons or damage to property
19 caused by or in any way attributed to or related to
20 customer's request for nonstandard metering service,
21 the removal of advanced metering equipment and/or the
22 subsequent installation of nonstandard metering
23 equipment.

24 "In order to complete your request for
25 nonstandard digital meter, you must sign and return

1 this AMI Opt Out Customer Acknowledgment to...", and
 2 gives the address. And then within this agreement
 3 contract it says, "Customer hereby acknowledges that
 4 customer has read, understands and agrees to this
 5 Acknowledgment, release and indemnification."

6 EXAMINER WILLIAMS: So then what
 7 happened, sir?

8 MR. YOUNG: So once we read through this,
 9 we realized this is not the service we requested.
 10 This is not opt out service according to PUCO 20 or
 11 opt out service according to law.

12 MR. WOLFFRAM: Your Honor, we would
 13 object. Mr. Young is providing an improper personal
 14 opinion and he's misstating these --

15 MR. YOUNG: Argumentative. This is our
 16 opinion that --

17 EXAMINER WILLIAMS: I'm going to go ahead
 18 and rule on the objection. At this point, I'm going
 19 to allow you to testify. Go ahead and I'll let you
 20 proceed with the chronology of the facts. What did
 21 you do in response to receiving this letter?

22 MR. YOUNG: We contacted PUCO again, and
 23 we pointed out that there are issues with this
 24 agreement, and we referred to the areas of the law
 25 where there were issues and PUCO 20.

1 EXAMINER BULGRIN: Just to clarify, when
2 you refer to PUCO 20, is it your understanding that's
3 AEP's tariff provision?

4 MR. YOUNG: That is AEP's tariff
5 application as I understand it as far as opt out
6 service as required under OAC.

7 MS. BLEND: Just to clarify, PUCO 20 is
8 AEP Ohio's electric tariff in its entirety, not just
9 the opt out -- AMI opt out provisions of the tariff.

10 EXAMINER WILLIAMS: Thank you,
11 Miss Blend.

12 Mr. Young, you then contacted the
13 Commission in response to the letter you received and
14 what happened next?

15 MR. YOUNG: Well, we tried to spell out
16 the law to the Commission because our -- we requested
17 service which is advanced meter opt out service, and
18 what we received was a digital -- nonstandard digital
19 metering service.

20 But our major concern here is what we
21 were spelling out to the Commission, and for whatever
22 reason, they were unable to help us with because I
23 guess they did not have this on file. That was
24 always the response, "We don't have a copy of this on
25 file."

1 MR. WOLFFRAM: Objection. We would
2 object on hearsay grounds. We have no --

3 EXAMINER WILLIAMS: I'm going to uphold
4 that objection. So to the extent you're referencing
5 communications with the Commission, I'm going to need
6 you to be specific as to -- to the extent you're
7 able, as to when those communications occurred, with
8 whom and what context and what your impression was as
9 opposed to what the Commission said.

10 MR. YOUNG: Yeah, we called PUCO again
11 and left voicemail under our case to address multiple
12 concerns we had with AEP's opt out service. On
13 September 9th we received a call back from PUCO,
14 previous calls missed and returned, and Andrea Smith
15 was unable to agree or disagree with our concern
16 about the wording of the nonstandard digital metering
17 service.

18 MR. WOLFFRAM: Again, your Honor, we
19 would object on hearsay grounds and also based on the
20 relevance of communications between complainants and
21 Staff as it relates to service provided by the
22 Company.

23 EXAMINER WILLIAMS: So with respect to
24 the quotes of communication from Miss Smith, I'm not
25 bringing those in as quotes per se, but I'm going to

1 let Mr. Young testify regarding when he called and
2 what his impression was of the conversation.

3 MR. WOLFFRAM: Thank you, your Honor.

4 EXAMINER WILLIAMS: You're welcome.

5 MR. YOUNG: These conversations are on
6 record under Case No. 00223995.

7 EXAMINER WILLIAMS: When you say they're
8 on record, you're describing that the Commission had
9 set up a similar complaint number and that the
10 conversation is somehow correlated to that number; is
11 that what you're trying to describe?

12 MR. YOUNG: The Case number that was set
13 when we contacted PUCO regarding the opt out service
14 is Case No. 00223995.

15 MR. WOLFFRAM: Now, just for
16 clarification, is that the informal complaint number?

17 EXAMINER BULGRIN: Yes.

18 MRS. YOUNG: Can I talk to him for just a
19 second, please?

20 EXAMINER BULGRIN: Sure, let's take a
21 break.

22 (Off the record.)

23 EXAMINER WILLIAMS: We're back on the
24 record.

25 EXAMINER BULGRIN: The Commission opened

1 an informal complaint docket.

2 MR. YOUNG: Yeah, informal complaint and
3 we have the records for that here.

4 EXAMINER BULGRIN: Okay.

5 EXAMINER WILLIAMS: I believe when we
6 left off, I know it gets a little bit disjointed when
7 we are on and off record dealing with exhibits,
8 et cetera, so you received a callback from the
9 Commission on or about September the 9th, and your
10 notes reflect you talked with Andrea Smith regarding
11 the informal complaint we talked about. And what
12 happened next?

13 MR. YOUNG: Let's see, I believe you're
14 upholding the objection here. I would like to get
15 this on file entered as an exhibit. This is Case No.
16 00222. This is the expanded case here because they
17 actually gave us two case numbers.

18 EXAMINER WILLIAMS: Let's do this then,
19 as we've done before and it's worked pretty well,
20 we'll go off the record.

21 (Off the record.)

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 EXAMINER WILLIAMS: We're going to go
24 back on the record. While we were off record,
25 Complainants provided three documents that were not

1 yet filed as part of the Commission's docket record,
2 so we went ahead and made copies of those three
3 documents to ensure that Respondent and the Hearing
4 Examiners are all referring to the same information.

5 We've gone ahead and taken the liberty of
6 marking the transcript of the informal complaint
7 number as Complainants' Exhibit E which is the
8 document you were testifying to before we went off
9 record. Please continue.

10 MR. YOUNG: Thank you. I am looking for
11 PUCO 20. I've got a copy of it. I just want to make
12 sure... We're back on the record?

13 EXAMINER WILLIAMS: Yes, we are.

14 MR. YOUNG: Okay. So yes, we received
15 our callback and spoke with Andrea Smith again. And
16 within our case number, what we just filed, she
17 wasn't able to agree or disagree with our concerns
18 about the wording. She did not have a copy of it.
19 When it came to the fee, yeah, she said AEP could
20 charge a fee.

21 MR. WOLFFRAM: Your Honor, we would
22 object as hearsay.

23 EXAMINER WILLIAMS: So I'm not allowing
24 you to attribute words to Miss Smith or any other
25 employee who's not here to testify, but your

1 impression of the phone call is that the Commission
2 told you yes, the fee was permissive?

3 MR. YOUNG: What I wanted to say is our
4 concern with the fee was -- is that PUCO 20 has a
5 different stipulation for the fee than what is on the
6 Acknowledgment agreement.

7 MR. WOLFFRAM: Your Honor, Mr. Young's
8 making a legal conclusion that he's not qualified to
9 give.

10 EXAMINER WILLIAMS: Go ahead and tell us
11 what your concern is regarding what you're referring
12 to as PUCO 20.

13 MR. YOUNG: Within the Acknowledgment as
14 to when we will be billed when the fee comes into
15 play and the fact that we are declining the
16 installation of a smart meter that PUCO, according
17 to -- The Acknowledgment says, "The Public Utilities
18 Commission of Ohio has approved a \$24 monthly fee for
19 customers who elect to decline the installation of a
20 smart meter."

21 EXAMINER WILLIAMS: What are you reading
22 from, sir?

23 MR. YOUNG: This is the exhibit of the
24 Acknowledgment.

25 MS. BLEND: Exhibit D.

EXAMINER WILLIAMS: We're referencing back to Exhibit D which was the letter you got from AEP?

MR. YOUNG: Yes. Part of our concern as we were working with Andrea, third paragraph down in the Acknowledgment, this to us is not exactly a true statement. This does not reflect PUCO 20.

EXAMINER WILLIAMS: Again, making sure we're all -- you're highlighting the third paragraph on Page 1 of Exhibit D beginning, "The Public Utilities Commission has approved a \$24 monthly fee"; is that correct?

MR. YOUNG: That's correct. And referring to PUCO 20, 16 subparagraph, the monthly fee of \$24 will only be billed monthly ZC VM, on the customer's bill and is considered a tariff charge. The monthly meter reading fee will only be charged in the areas where the meter reading route is designated as an AMI or AMR meter carrier by the company.

A designated meter reading route is one in which the Company has installed AMI and/or AMR meters on at least 85 percent of meter route designations. The 85 percent will be calculated without including designations for customers who opt out or who have meter communication or meter access

1 issues.

2 So the fee, just for the fact that you
3 opt out of the installation of a smart meter, does
4 not necessarily mean that you acquire a fee. And
5 there's also a "when that fee comes into play" in
6 PUCO 20, but the "when that comes into play" on the
7 Acknowledgment Agreement is -- this would be I
8 believe Page 2.

9 EXAMINER WILLIAMS: Are we still on
10 Exhibit D?

11 MR. YOUNG: Exhibit D. Contrary to what
12 PUCO 20 says on the last sentence here, it says,
13 "Once your signed Acknowledgment has been received,
14 you will be required to pay the \$24 monthly fee that
15 will be included in your monthly electric bill." So
16 once they receive this, they're going to begin
17 billing us is the way --

18 EXAMINER WILLIAMS: That's your
19 interpretation of what's written there, okay.

20 MR. WOLFFRAM: I object, your Honor --
21 withdraw.

22 MR. YOUNG: So to the best of our
23 ability, looking at PUCO 20, there has to be a map or
24 something, there has to be a mechanism in place to be
25 able to understand the installation of the smart

1 meters. So we referred to a map with PUCO, we
2 couldn't show but we explained at the time, is not
3 showing the smart meters installed in our area for
4 the map that we were led to the AEP website. We have
5 the map here that we'll enter as an exhibit.

6 EXAMINER WILLIAMS: Go off the record.

7 (Off the record.)

8 (EXHIBITS MARKED FOR IDENTIFICATION.)

9 EXAMINER WILLIAMS: Let's go back on the
10 record. Again, we took a slightly longer break and I
11 went to the copy machine. We had additional exhibits
12 that were presented for discussion. Those have now
13 been marked as follows: The one that begins with an
14 e-mail chain upper left th2457, that's been marked as
15 Complainants' Exhibit F.

16 The next document, the Hello Mike e-mail
17 chain has been marked as Complainants' Exhibit G.
18 And the map before we went off the record presented
19 has been marked as Complainants' Exhibit H. Please
20 proceed.

21 MR. YOUNG: The only way we were able to
22 try to understand the fee within the Acknowledgment,
23 because the Acknowledgment does say that PUCO has
24 approved a fee, but within the Acknowledgment, we did
25 not read or ever see the word tariff in it.

1 And as we read through the -- while we
2 were trying to figure out if this was the actual
3 tariff fee or if this is another fee, the best we
4 could do is pull up a map through the AEP website to
5 understand the installation of smart meters as far as
6 the stipulation of PUCO 20 goes with the 85 percent
7 threshold. And on the August 22nd one, we pulled
8 that map up which is Exhibit F?

9 EXAMINER WILLIAMS: H.

10 MR. YOUNG: H. In our area where we're
11 at, I don't know if everybody has the address
12 here....

13 MRS. YOUNG: Yes.

14 MR. YOUNG: Red is our area.

15 MR. WOLFFRAM: Your Honor, Mr. Young is
16 not qualified to testify as to what this exhibit map
17 represents.

18 EXAMINER WILLIAMS: I'll let him answer.
19 While I appreciate your objection, I'm going to
20 overrule and let him testify as to what his
21 impression is of this map.

22 MR. WOLFFRAM: Thank you, your Honor.

23 MR. YOUNG: My impression of this map is
24 our area where we live is scheduled and we're
25 surrounded. There's some completed areas up north.

1 There's some land areas south. But at the time of
2 this map and the due date for the Acknowledgment Form
3 and our next bill and when they're going to bill us
4 on our next bill as soon as they receive the form, we
5 had concerns about that too.

6 EXAMINER WILLIAMS: Mr. Young, you had
7 talked about Complainants' Exhibit E which was the
8 Commission's response to the informal complaint
9 investigation.

10 MR. YOUNG: Are you asking a question?

11 EXAMINER WILLIAMS: I want to make sure
12 as you present your case, if you have things marked
13 as exhibits, you have a chance to talk about them and
14 they don't get neglected. I assume with Exhibit E
15 you've exhausted what you want to tell us about that,
16 sir?

17 MR. YOUNG: When we explained the map to
18 PUCO, Andrea transferred us to Mike Cody, the lead
19 investigator, and this is on September 9th. Whenever
20 we talked to PUCO, we weren't really able to get
21 confirmations or really weren't able to help us with
22 what we had in front of us because they did not have
23 that information in front of them.

24 Andrea transferred us to Mike Cody to
25 answer our concern about the map and fee conditions

1 and hold harmless and indemnity portion of AEP's
 2 nonstandard digital metering service. He confirmed
 3 what Andrea had already stated regarding the fee and
 4 that he too did not have the text of this service
 5 that AEP was offering and was not concerned about
 6 what the map showed or the text of the writings under
 7 the AMI Opt Out Acknowledgment regarding the fee.

8 EXAMINER WILLIAMS: Are you reading from
 9 Exhibit E?

10 MR. YOUNG: I'm reading from our
 11 complaint.

12 EXAMINER WILLIAMS: Okay, thank you.

13 MR. YOUNG: I'm giving testimony is what
 14 I'm doing.

15 EXAMINER WILLIAMS: I'm just making sure
 16 if it's something you're reading on an exhibit, we
 17 are all at the same point.

18 MR. YOUNG: We requested the public
 19 records from Mike Cody, but we were not -- we were
 20 given everything from Andrea, but we were not given
 21 everything for Mike Cody. That was something we
 22 really wanted, but we didn't get it. Again, we were
 23 unable to -- felt like we weren't able to get
 24 anywhere with it.

25 So at that point, I advised Mike this was

1 an informal complaint and that we -- and I asked if
2 he could assist in eliminating the hold harmless
3 portion of the nonstandard digital metering service
4 as provided under OAC 4901:1-10-2(G). If we look
5 at 4901 --

6 MS. BLEND: I'm sorry, what was the
7 reference?

8 EXAMINER WILLIAMS: Would you read the
9 Code section back.

10 (Record read.)

11 MS. BLEND: 4901:1-10-02?

12 MR. YOUNG: 4901:1-10-02, subparagraph
13 (G).

14 MS. BLEND: Okay. Thank you.

15 MR. YOUNG: You're welcome. It was all
16 right there. Under (G), "No tariff of an electric
17 utility shall incorporate exculpatory clauses that
18 purport to limit or eliminate liability on the part
19 of the electric utility to its customers or others as
20 a result of its own negligence when providing
21 regulated service." This is speaking to tariffs.

22 EXAMINER WILLIAMS: If I might make sure
23 I'm understanding this and make sure your testimony
24 is still advancing, so you're in communications with
25 the Commission and you're trying to talk to the

1 Commission, somebody at the Commission --

2 MR. YOUNG: Yeah.

3 EXAMINER WILLIAMS: -- regarding this --

4 MR. YOUNG: Regarding communications with
5 the Commission to address our concerns so we do not
6 have to sign this.

7 EXAMINER WILLIAMS: Is this still
8 occurring via phone? What date are they occurring?

9 MR. YOUNG: What I'm testifying to now is
10 on September 9th of 2018.

11 EXAMINER WILLIAMS: So you called the
12 Commission?

13 MR. YOUNG: For our request for the
14 public records that reflect that date.

15 EXAMINER WILLIAMS: Is that the day you
16 called the Commission or they called you back?

17 MR. YOUNG: Received callback.

18 EXAMINER WILLIAMS: So you're talking and
19 this is the conversation you have with Mike Cody?

20 MR. YOUNG: This is correct, lead
21 investigator.

22 EXAMINER WILLIAMS: Okay. So you have
23 some conversation with Mike Cody surrounding the
24 indemnification language that's been made part of
25 your complaint and then what happens?

1 MR. YOUNG: Yeah, I read the
2 indemnification language to him, and as I was
3 testifying, what I wanted to -- what I suggested to
4 him was that it was an informal complaint. It was a
5 complaint with the Commission.

6 And under this part of the rule, "No
7 electric utility tariff shall incorporate divisions
8 which purport to establish liability on the part of
9 the electric utility's customers for acts or failures
10 to act involving an electric utility's facilities
11 which are beyond the control of the customer. Any
12 contrary provisions in an electric utility's tariff
13 now on file with the Commission shall be eliminated."

14 According to Mike, he wasn't able to help
15 with that. It wasn't something he could find on
16 file, so we did the best we could. His advice was
17 just sign it and be done with it. And at that point,
18 I said, "Hey, you're a smart guy, you wouldn't sign
19 this." I said we'll file a formal complaint, so here
20 we are.

21 MR. WOLFFRAM: Objection. Hearsay.

22 EXAMINER WILLIAMS: I'm going to uphold
23 the objection. I'm not going to allow you to testify
24 regarding what Mike allegedly said. I want to know
25 your impressions of the conversation. So the

1 impressions of the conversation are that the
2 Commission was not going to intervene in regard to
3 your indemnification argument?

4 MR. YOUNG: That's the best way to put
5 it. So we went forward with a formal complaint.
6 September 10, 2018 we received a formal complaint
7 package from PUCO and began extensive research into
8 OAC, ORC, PUCO 20 against the evidence we had put
9 together in our case.

10 On November 26, 2018 at approximately
11 1:30 p.m., AEP Truck No. 22 was sitting in the
12 driveway without any prior notice. Laura, the AEP
13 person or whoever was in the truck, she said her name
14 was Laura, came to our back door explaining she was
15 there to install a smart meter.

16 And we believed -- and we tried to
17 explain to her -- or, no, she came to install a smart
18 meter, and we believed it to be in violation of OAC
19 4901:1-10-05(J)(2). Part of that is because before
20 the installation of a smart meter takes place, the
21 company is supposed to notify the customer within 24
22 hours. That's the citing.

23 MS. BLEND: Can I have that read back,
24 the last statement.

25 (Record read.)

1 MR. WOLFFRAM: We would object, your
2 Honor, on the grounds he's providing a legal
3 interpretation that he's unqualified to give.

4 EXAMINER WILLIAMS: I'm going to overrule
5 the objection and allow him to tell us his impression
6 of what the law is.

7 MR. WOLFFRAM: Thank you, your Honor.

8 EXAMINER WILLIAMS: Please proceed.

9 MR. YOUNG: Thank you, your Honor. I'll
10 read from the law itself under (J), Advanced Meter
11 Opt Out Service.

12 EXAMINER WILLIAMS: We're going to go
13 ahead and take notice of what the Code says for
14 purposes of your presentation instead of having you
15 read the Code into the record. The Code stands for
16 itself.

17 MR. YOUNG: The Code stands for
18 itself....

19 EXAMINER WILLIAMS: The Code is part of
20 the record, and the Commission is bound by the
21 statutes and rules that apply in this circumstance.

22 MR. YOUNG: I'm going to read it myself.
23 Advanced Meter Opt Out Service.

24 MR. WOLFFRAM: We would object on the
25 lines you just stated.

1 MRS. YOUNG: I didn't hear your
2 objection.

3 MR. WOLFFRAM: We would object along
4 similar lines that your Honor just stated, and that
5 selectively reading the provision would be
6 inappropriate.

7 EXAMINER WILLIAMS: I'm going to sustain
8 the objection. I'm also going to let him read
9 whatever he wants to read into the record.

10 MR. WOLFFRAM: Thank you.

11 MR. YOUNG: Thank you, your Honor.
12 Again, that's why we -- when she showed up and we
13 didn't have 24 hours notice, we believe that was in
14 violation of OAC 4901:1-10-05.

15 MR. WOLFFRAM: Again, your Honor, we
16 would object on the grounds that he's providing legal
17 interpretation.

18 EXAMINER WILLIAMS: We'll overrule that
19 objection.

20 MR. YOUNG: Yeah, this is what we
21 believe: We explained that we had asked AEP to opt
22 out and we had sent AEP an e-mail confirming this;
23 and that we had not yet completed the complaint we
24 would be filing with PUCO, for assistance with this;
25 and we did not want a smart meter installed on our

1 property. Laura explained that she could --

2 MR. WOLFFRAM: Your Honor, we would
3 object on hearsay grounds.

4 EXAMINER WILLIAMS: I'm going to sustain
5 that objection. I'm not going to allow you to
6 testify to what somebody purportedly said. You can
7 tell me your impression of the communication you had
8 with the AEP rep.

9 MR. WOLFFRAM: Thank you, your Honor.

10 MR. YOUNG: Thank you. We requested from
11 the company that Laura be here as a witness, and we
12 were denied that request and --

13 MRS. YOUNG: That's an exhibit already.

14 MR. YOUNG: Is that what we entered here
15 in the exhibit?

16 EXAMINER WILLIAMS: So I believe
17 Complainants' Exhibit F is communication from you,
18 Mr. Young, to Miss Blend. Is that the Exhibit you're
19 referencing?

20 MR. YOUNG: Yes, for witnesses.

21 EXAMINER WILLIAMS: It's just the subject
22 is Re: External, Young v. AEP.

23 MR. WOLFFRAM: It's on our second page,
24 your Honor.

25 MRS. YOUNG: It wasn't. It's the ones

1 you just made copies of, the e-mails.

2 EXAMINER WILLIAMS: Let's go off record.

3 (Off the record.)

4 EXAMINER WILLIAMS: We'll go back on
5 record. You provided notice, Miss Blend, while we
6 were off record identifying the document that
7 Mr. Young was testifying to or from, that the company
8 would intend to raise an objection to that testimony,
9 and that document in and of itself.

10 So I'll allow you to state your objection
11 on the record, explain the basis for your objection
12 and we'll move forward, give Mr. Young a chance to
13 respond.

14 MS. BLEND: Thank you, your Honor.
15 Mr. Young's testimony regarding Young Exhibit F and
16 Young Exhibit F itself relate to a procedural issue
17 with respect to the litigation of this complete
18 hearing and not to the underlying merits of the
19 complaint itself.

20 The Commission has very clear rules about
21 how parties to Commission proceedings, including
22 pro se parties, need to proceed with respect to the
23 presentation of witnesses and evidence at the
24 hearing. It would be inappropriate and outside the
25 scope of this complaint for the Attorney Examiners to

1 allow testimony regarding that issue today.

2 The proper -- there are proper procedural
3 channels that could have been followed to address
4 this issue prior to the hearing, but it's not a
5 proper subject for the complaint proceeding that
6 we're here today to address. So for that reason we
7 move to exclude the testimony. We can deal with the
8 document when we get to the admission of documents
9 later.

10 EXAMINER WILLIAMS: Thank you,
11 Miss Blend.

12 So they've objected to the testimony.

13 MR. YOUNG: Your Honor, I would --

14 EXAMINER WILLIAMS: Let me explain where
15 we are first. They object to the testimony you would
16 provide regarding communications with the company to
17 compel witnesses today. Is that a recap of your
18 objection?

19 MS. BLEND: Yes, we're objecting to
20 testimony regarding informal requests to make AEP
21 Ohio witnesses available for this hearing.

22 EXAMINER WILLIAMS: So now, Mr. Young,
23 you have a chance to respond to their objection.

24 MR. YOUNG: Yeah, I disagree because the
25 merits of the case is about trying to obtain a

1 service and opt out service. And everything that
2 we're going through as far as since we requested this
3 service is very different for us because we have
4 always appreciated AEP and have never had any kind of
5 a service issue or billing issue.

6 In this particular case, we are trying to
7 seek out a service which we feel like in trying to
8 obtain the service, we have been discriminated
9 against or treated differently just because of the
10 type of service we're trying to obtain.

11 And throughout every aspect of it,
12 regardless if it's someone showing up or anybody
13 we've communicated with through AEP, this is the only
14 time that we have ever had any kind of a service
15 issue with AEP. So everything we have gone through
16 is something we have never experienced before. It's
17 all relevant to our case. It's not just the
18 Acknowledgment.

19 EXAMINER WILLIAMS: If I'm understanding,
20 is the service issue you're describing the company's
21 not providing the witnesses based on your informal
22 request, or are we back to the service issue
23 involving the AMI installation and the fee for the
24 denial of that?

25 MR. YOUNG: The law says that the company

1 should notify us before they show up.

2 EXAMINER WILLIAMS: So the service issue
3 we're talking about then is the installation of the
4 AMI equipment and/or the fee, not the provision of
5 witnesses?

6 MR. YOUNG: AEP -- the company or the
7 Respondent is objecting to our testimony as to what
8 happened the day the employee showed up on our
9 property.

10 EXAMINER WILLIAMS: Here's what I'm going
11 to do because we're still deciding the objection to
12 the testimony regarding compelling witnesses to be
13 here today on behalf of the company. I'm going to
14 sustain that objection.

15 I'm going to allow you to continue to
16 tell your story regarding who you're talking to and
17 what context roughly on what date, but communications
18 regarding trying to informally compel witnesses to be
19 here are not proper for the record.

20 So you had communication when the company
21 representative showed up. You had then follow-up
22 communication. And I believe here on November 26th
23 is when the company representative was there, where
24 we left off in terms of the chronology of this case.

25 MS. BLEND: Before we proceed further,

1 Mr. Young made a statement a moment ago in responding
2 to my objection that I think needs to be addressed
3 for the record. Mr. Young indicated that
4 Complainants' claim in this proceeding or claims in
5 this include a discrimination claim.

6 The Complainant -- I just want to note
7 for the record the Complainants, from the company's
8 perspective, have not raised that claim. The
9 Commission has very specific procedural rules how
10 such a claim must be alleged and proven and that
11 claim has not been alleged in this case.

12 EXAMINER WILLIAMS: I'm considering that
13 as a move to strike; is that correct?

14 MS. BLEND: Motion to strike the
15 testimony and also objection to any attempt to
16 introduce at the hearing of this case a new claim
17 that has not been raised in the complaint.

18 EXAMINER WILLIAMS: I'm still going to
19 allow Mr. Young latitude to tell his story, but
20 reference to discrimination will be excluded from the
21 record.

22 MS. BLEND: Thank you.

23 EXAMINER WILLIAMS: Let's go back off
24 record.

25 (Off the record.)

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 EXAMINER WILLIAMS: Let's go back on
3 record.

4 EXAMINER BULGRIN: You're looking at
5 Exhibit F?

6 MR. YOUNG: Since we don't have the
7 witnesses here, instead what we asked for is a
8 discovery, for a copy of all records.

9 MR. WOLFFRAM: Can we go off record for a
10 second?

11 EXAMINER WILLIAMS: We'll go off record.
12 (Off the record.)

13 EXAMINER WILLIAMS: We're back on record.

14 MR. YOUNG: I think I'm just arguing
15 right there is what I'm doing. Back to the
16 testimony.

17 EXAMINER WILLIAMS: Yes, sir.

18 MR. YOUNG: We explained that we had
19 asked AEP to opt out and sent AEP an e-mail
20 confirming this and have not yet completed the
21 complaint we'll be filing with PUCO yet, we wanted
22 assistance with that, and we did not want a smart
23 meter installed on our property.

24 EXAMINER WILLIAMS: Which is still the
25 conversation you had with the company representatives

1 that showed up on or about November 26th?

2 MR. YOUNG: That's correct, your Honor.

3 Laura explained that she --

4 MR. WOLFFRAM: Again, we would object on
5 hearsay grounds.

6 EXAMINER WILLIAMS: I will sustain that
7 objection. The nature of your understanding of your
8 conversation with the AEP rep was....

9 MR. YOUNG: To my recollection, Laura
10 then explained that she could hold the order to
11 replace the meter for 24 hours, stating Wednesday,
12 without acknowledging or signing AEP's Opt Out Form.
13 She was going to have to install the meter regardless
14 and advised us to call customer service.

15 MR. WOLFFRAM: We would raise the same
16 objection.

17 EXAMINER WILLIAMS: I'm going to sustain
18 the objection. I'm going to ask you to paraphrase
19 that testimony in terms of your understanding. So to
20 help this along, you're in communication with an AEP
21 rep who's there to replace the meter, and there's
22 some back and forth communication.

23 And your understanding of that
24 conversation was that she would delay the install for
25 a period of time, allow you to pursue some other

1 remedy; is that a fair recap?

2 MR. YOUNG: That we needed to call
3 customer service and also sign the Acknowledgment was
4 our understanding.

5 EXAMINER WILLIAMS: Okay.

6 MR. YOUNG: That was what she was saying
7 to us.

8 EXAMINER WILLIAMS: Okay. Go ahead.

9 MR. YOUNG: We asked for a supervisor's
10 name. And to our understanding, she couldn't give us
11 that. And the supervisor -- well, that's -- the
12 supervisor is new and doesn't know anything anyway.

13 MR. WOLFFRAM: Again, your Honor, we
14 would object to hearsay and move to strike.

15 EXAMINER WILLIAMS: I'll sustain that
16 objection, and we'll accept the motion to strike.

17 MR. YOUNG: We explained that we did
18 have -- we had concerns about AEP's Acknowledgment
19 for the service, trying to force us to sign a hold
20 harmless indemnity and we believed it to be illegal,
21 so yes, we had conversation with her.

22 To our understanding, she said --
23 basically pointed out we have to sign it -- have to
24 not come back and install it for our case into
25 evidence. We asked for ID and she refused to show

1 that to us. I remember she said no, I'm not going to
2 do that.

3 MR. WOLFFRAM: Again, your Honor, we
4 would object.

5 EXAMINER WILLIAMS: I'll sustain that
6 objection as well. Your impression was she wouldn't
7 provide her ID.

8 MR. YOUNG: She took a picture of the
9 Nonstandard Digital Service Agreement so she could
10 take that with her. After she left, we called an AEP
11 customer service coordinator again. That was the
12 614-883-6977 number getting a voicemail. Pretty much
13 stated we would have a response with 48 hours. We
14 did not leave a voicemail due to the timeframe given
15 by Laura for the installation of the meters.

16 So we also then called 800-672-2231, AEP
17 customer service, this is all the same day, this is
18 November 26th, 2018 after 1:30, and asked to speak to
19 a supervisor concerning the smart meter install opt
20 out process. We were transferred to Robin,
21 explaining again we were having issues with the opt
22 out, needed someone to help us with it.

23 Robin stated she would transfer us to
24 Miss Roth for help. During transfer, our call was
25 disconnected. We called a second time; it was busy.

1 We called a third time, a fourth time; it was busy.
2 We called a fifth time and Kathy answered. We
3 explained again we needed to speak to Miss Roth to
4 help with the opt out process and our concerns.

5 And Kathy said she would try to connect
6 us with Miss Roth who is a CSR Specialist. Kathy was
7 then asked for a direct number to Miss Roth. We were
8 concerned we would get disconnected again. She
9 transferred us instead of giving it to us. Kathy was
10 then asked before transfer that our account be noted
11 that we have on multiple occasions asked to be opted
12 out and we were sent e-mail requests for this, that
13 we sent e-mail requests for this on 8-28.

14 She explained she noted this on our
15 account and was sending Miss Roth an e-mail per our
16 request and would transfer this call to Miss Roth.
17 Again, the phone call was disconnected.

18 Reading through other cases such as the
19 Killoran case --

20 MR. WOLFFRAM: Your Honor, we would
21 object on the grounds that Mr. Young is about to
22 testify about legal issues that he is not qualified
23 to testify about.

24 EXAMINER WILLIAMS: I'm going to for now
25 let him tell us what his impression is of this case

1 or where he's going and I'll rule on the objection.

2 MR. WOLFFRAM: Thank you, your Honor.

3 MR. YOUNG: I'm going to pass on
4 Killoran. I don't have reference to that here,
5 unless you want to testify. Are we okay to take
6 turns testifying?

7 EXAMINER WILLIAMS: No, we're going to
8 exhaust your testimony, then your wife will have an
9 opportunity to testify. We're not going to go back
10 and forth.

11 MRS. YOUNG: What you need to do is
12 continue the dialogue.

13 EXAMINER BULGRIN: Let's take a break
14 here.

15 MRS. YOUNG: Yes, let's do.

16 (Off the record.)

17 EXAMINER WILLIAMS: We'll go back on the
18 record and allow you to proceed

19 MR. YOUNG: What we would like to know,
20 if there is any red flags on our account because of
21 our request for opt out service. We just never had
22 so many disconnected calls in customer service with
23 AEP. We would like an investigation by the
24 Commission.

25 EXAMINER WILLIAMS: So we're pretty far

1 afield of today's hearing today. We're here in
2 regard to your complaint regarding the AMI
3 installation and/or the fee associated with declining
4 that installation.

5 MR. YOUNG: The customer service.

6 EXAMINER WILLIAMS: Correct, but issues
7 involving whether your account -- your ability to ask
8 the company questions on the record regarding the
9 account is going to be finite. It's going to be a
10 bit limited, and we're going to have to wait until
11 the company is present and ask them questions as
12 opposed to ask the Commission to do something at this
13 junction of your testimony.

14 MRS. YOUNG: Are we on or off?

15 EXAMINER WILLIAMS: We can go off.

16 MRS. YOUNG: Let's do for a minute.

17 EXAMINER WILLIAMS: Let's go off.

18 (Off the record.)

19 EXAMINER WILLIAMS: We're back on the
20 record.

21 MR. YOUNG: Okay, that day --

22 EXAMINER WILLIAMS: Which day, sir?

23 MR. YOUNG: On the 26th, November 26th.

24 EXAMINER WILLIAMS: That's when the AEP
25 rep showed up.

1 MR. YOUNG: When we made contact with
2 AEP, again reaching out, we were -- we did receive an
3 e-mail from Tina J. Roth, and we had back and forth
4 e-mails which lasted from November 26th through
5 December 9th. I would like to add those in. Those
6 are on the docketing system, too.

7 EXAMINER WILLIAMS: Let's make sure we're
8 all talking about the same information. Let's go off
9 record for just a minute, please.

10 (Off the record.)

11 EXAMINER WILLIAMS: Let's go ahead and go
12 back on record. As we're going back on record, I'm
13 going --

14 MR. YOUNG: These.

15 EXAMINER WILLIAMS: -- to ask our court
16 reporter to mark this.

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 EXAMINER WILLIAMS: We have Complainants'
19 Exhibit I which is a seven-page printout that at the
20 top of Page 1 has Aaron across the upper left and
21 e-mail communication from Miss Tina Roth at AEP that
22 was initiated Monday, November 26th, at 6:38 p.m.

23 I'll give that back to the witness. And
24 when you're done testifying regarding that document,
25 I'm asking that you give it back to the court

1 reporter to keep all the exhibits in one place.

2 Miss Blend, you had a preliminary issue?

3 MS. BLEND: I was going to confirm the
4 document we have that was docketed on July 2nd is the
5 same document as the exhibit.

6 EXAMINER WILLIAMS: Of course. Let's go
7 off record.

8 (Off the record.)

9 EXAMINER WILLIAMS: Let's go back on
10 record. Mr. Young, you were testifying from Exhibit
11 I that's been marked and handed back to you.

12 MR. YOUNG: Yeah, the purpose of these
13 e-mails were to address our concerns with the opt out
14 or the nonstandard digital metering service being
15 provided; whereas, we were asking for the opt out
16 service and also address the concerns with the meter
17 itself because we're being asked to accept full
18 liability and relieve the company of liability.

19 MR. WOLFFRAM: Your Honor, we would
20 object again on providing an improper opinion.

21 EXAMINER WILLIAMS: I'm going to allow
22 his testimony continuing regarding his interpretation
23 on these communications.

24 MR. YOUNG: We were not -- throughout
25 these e-mails, we were not able to resolve those

1 concerns, but in time we were able to get our
2 complaint -- formal complaint filed with PUCO.

3 EXAMINER WILLIAMS: Are you done with
4 Exhibit I, sir?

5 MR. YOUNG: I'm not done with it, but
6 we'll probably refer to it throughout.

7 EXAMINER WILLIAMS: You can hang on to it
8 until you're done.

9 MR. YOUNG: Don't let me walk away with
10 it if you need that. I've got a copy here.

11 EXAMINER WILLIAMS: I'll remind her.
12 It's okay. Please proceed.

13 MR. YOUNG: During the course of trying
14 to address everything I had concerns with, one of the
15 things we begin to understand was the opt out meter
16 is the Aclara I-210+c. That was information we had
17 gotten back within the e-mail, the Exhibit I we were
18 just referring to, is that it's an Aclara I-210+c.

19 And what we also realized in looking that
20 up, is that the Aclara I-210+c is also the smart
21 meter, the AMI meter that the company offers, and
22 it's the AMR meter that the company offers. And the
23 I-210+c is also the digital or nonstandard digital
24 meter that they're offering which they're saying that
25 we have to relieve them of liability for.

1 MR. WOLFFRAM: Again, your Honor, we
2 would object on the basis that Mr. Young is providing
3 an improper legal conclusion.

4 EXAMINER WILLIAMS: Make sure I
5 understand your objection. Is the objection -- well,
6 state it or explain it, please.

7 MR. WOLFFRAM: Just as to the portion of
8 the testimony just provided related to the indication
9 of liability that Mr. Young referenced.

10 EXAMINER WILLIAMS: So your objection is
11 regarding his interpretation of the indemnification
12 provision?

13 MR. WOLFFRAM: Yes.

14 EXAMINER WILLIAMS: I'll overrule and let
15 him continue.

16 MR. WOLFFRAM: Thank you.

17 MR. YOUNG: It was our concern with smart
18 meters, that we wanted to be able to hang on to our
19 analog meter. To our interpretation of OAC, we are
20 allowed to do that. So within our complaint, that's
21 what we're basically asking for, is to retain our
22 analog meter and not be bound to the Acknowledgment
23 which places undue burden on us and our property and
24 liability for a device that we're not familiar with.

25 In the fee terms of the agreement itself,

1 they don't spell out what PUCO 20 is. So we're
 2 looking to be relieved of that agreement as a whole
 3 and to be provided with an opt out service. In
 4 trying to obtain the opt out service, we would like
 5 to be able to retain our analog meter, and we do not
 6 know if we can do that yet or not based on this case,
 7 though we see in the law that we believe we should.

8 So we have to understand everything there
 9 is to know about this Aclara I-210+c meter. And as
 10 we go through, we have our discovery here which there
 11 may be some objections to but part of our complaint
 12 is the Acknowledgment or the agreement where the
 13 terms for the fee are different than what we read in
 14 PUCO 20.

15 So we would like to put forward the
 16 answers we have where this was objected to where we
 17 have requested discovery, and to be able to put the
 18 answers for the discovery forward to be able to show
 19 that, yes, this is a true representation.

20 EXAMINER BULGRIN: Let me stop you
 21 because the court reporter can't interpret hand
 22 signals too well.

23 MR. YOUNG: Understood.

24 EXAMINER BULGRIN: I guess what was your
 25 point on that map that you were just holding up?

1 MR. YOUNG: The point is, is that we had
2 to through discovery find out what meter this opt out
3 meter is that the company wants to put on our
4 property.

5 EXAMINER BULGRIN: Okay.

6 MR. YOUNG: Here it says, we've been
7 through it, it's a noncommunicating meter. Then in
8 PUCO 20, it's a noncommunicating meter and --

9 MR. WOLFFRAM: Your Honor, to the extent
10 that Complainant is referencing the company's
11 discovery responses, we would again object based on
12 4901:1-8.

13 EXAMINER WILLIAMS: I'm not going to
14 allow him to bring those in as an exhibit, but I will
15 allow him to testify regarding his understanding of
16 the facts. My sense is we're nearing the conclusion
17 of that fact testimony because there was some summary
18 of what he's seeking that was just presented.

19 MR. WOLFFRAM: Thank you, your Honor.

20 EXAMINER WILLIAMS: Please proceed.

21 MR. YOUNG: I need to find the answers in
22 Exhibit I. We were asking the company for
23 information about this meter. We kind of went back,
24 went through that quite a bit. That's here in
25 Exhibit I, .that was through Miss Roth. We didn't

1 feel like we had gotten any answers to that, except
2 we did find out it was as I-210+c meter for the opt
3 out. So what I would like to enter in the record
4 here at this time --

5 EXAMINER WILLIAMS: Again, the matters of
6 procedure are a little -- they're very formal, but
7 they may be a little foreign to your experience. So
8 when you're done testifying, then the Company will be
9 able to cross-examine you. What I'd like to do is
10 address requests to admit documents all at once and
11 we'll do that at the close of your presentation.

12 MR. YOUNG: Well, then Exhibit I which
13 we're referring to....

14 EXAMINER WILLIAMS: Which has been
15 marked, yes, sir.

16 MR. YOUNG: The Company says that the opt
17 out meter is an I-210+c meter. And there is also,
18 which I would like to enter into evidence or as an
19 exhibit, the attachment that was provided with that
20 through the e-mail from Miss Roth.

21 EXAMINER WILLIAMS: Let's go off record.

22 (Off the record.)

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 EXAMINER WILLIAMS: Mr. Young, you
25 introduced what was marked as Exhibit J which was an

1 exhibit filed September the 10th, and it's some
2 photos of metering equipment. Go ahead and proceed
3 and tell us what you want us to know about that, sir.

4 MR. YOUNG: Yes, this was provided by the
5 company on December 9th of 2018, what they were able
6 to provide as to what the meter is. Within the
7 e-mail it says all of the digital meters are
8 I-210+c's. This is the e-mail body from the company
9 and there's also the attachment which is now entered
10 as Exhibit J.

11 EXAMINER WILLIAMS: Just to be clear,
12 it's marked as J. Nothing's been entered yet.

13 MR. YOUNG: It's been marked as J. Do we
14 call it an exhibit but it's not evidence and actually
15 entered?

16 EXAMINER WILLIAMS: That's correct.

17 MR. YOUNG: Based on the information on
18 these meters, the I-210+c, I'd like to enter in what
19 is also on the docketing system for the I-210+c.
20 This is information that I could not get directly
21 from the utility as to information for the meter, and
22 it took some digging around to find the --

23 EXAMINER WILLIAMS: Is there a piece of
24 paper you're citing, sir?

25 MR. YOUNG: It's GE I-210+c which is also

1 in the docketing system.

2 EXAMINER WILLIAMS: Let's go off record,
3 make sure we're all referencing and familiar with the
4 same document.

5 (Off the record.)

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 EXAMINER WILLIAMS: Let's go back on
8 record. Mr. Young, you provided Exhibit K which was
9 filed originally on July 2nd of 2019 and it's
10 entitled "GE Residential Electrical Metering," and
11 you're providing testimony regarding that document,
12 sir?

13 MR. YOUNG: Yes, thank you. These are
14 smart meters. And I also need to add because of the
15 document that was received from the company because
16 it does say GE and it does say Aclara on the other
17 side, talking with other opt out customers, they also
18 spelled out it's an I-210+c.

19 MR. WOLFFRAM: We would object on hearsay
20 grounds.

21 EXAMINER WILLIAMS: I'm going to sustain
22 those objections.

23 MR. YOUNG: To my understanding, Aclara
24 are the meters that are used in both situations. All
25 in all, I guess to my belief or understanding, Aclara

1 is also GE, maybe I'm wrong, but regardless, the
2 Aclara documentation is also what I would like to add
3 into evidence.

4 MR. WOLFFRAM: Your Honor, we would
5 object to that motion into evidence on the grounds
6 that the technical specifications of the company's
7 meter is well outside the scope of this proceeding.
8 The Commission's reviewed and approved the company's
9 AMI technology on multiple occasions. It's a matter
10 of res judicata.

11 And the company should not have to
12 re-litigate the AMI technical specifications
13 especially given the fact that the company has
14 already agreed and stipulated that the Youngs do not
15 have to have an AMI meter installed on their
16 residence, that they're allowed to retain their
17 analog meter or a digital non-emitting meter and --

18 MR. YOUNG: Objection, your Honor.

19 EXAMINER WILLIAMS: Hold on.

20 MR. WOLFFRAM: -- and on those grounds,
21 we would object to the admission of the GE exhibit
22 and the Aclara exhibit as well.

23 EXAMINER WILLIAMS: Okay. So just to be
24 clear, we're still taking testimony and marking
25 exhibits for the purpose of providing testimony.

1 We're not to the point of admitting anything yet.

2 MR. WOLFFRAM: We would also move to
3 strike the testimony as well.

4 EXAMINER WILLIAMS: Okay. And so
5 Mr. Young, you can tell us why the information that
6 you have you believe is relevant or helps tell your
7 story. I would note that counsel's reference that
8 the company appears to have offered an alternative to
9 the meter you're describing anyway, so there's a
10 questionable relevancy, but if you have information
11 you want to tell us, please do.

12 MR. YOUNG: Thank you. In the document
13 or the Acknowledgment and PUCO 20 and OAC, the opt
14 out meter is supposed to be noncommunicable, it
15 doesn't have communication capabilities. Within the
16 evidence or the exhibits just put forward, it, in
17 fact, shows this meter does have communication
18 capabilities.

19 MR. WOLFFRAM: Objection, your Honor.
20 Mr. Young is unqualified to make that opinion, but
21 the digital non-emitting meter is a noncommunicating
22 meter as the Company explained.

23 EXAMINER WILLIAMS: Let's do this. If
24 there's another document that you want to talk about,
25 we need to put it in the record and we need to

1 identify it as an exhibit you're discussing, and
2 we'll decide at the end whether the document is, in
3 fact, admissible as evidence in the case. So do you
4 want to mark this as Complainants' Exhibit L?

5 MR. YOUNG: The Aclara will be L.

6 EXAMINER WILLIAMS: We'll go off record.

7 (Off the record.)

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 EXAMINER WILLIAMS: We'll go back on. So
10 we've marked as Complainants' Exhibit L which is
11 Aclara metering documentation that appears to be
12 printed off the Internet in some capacity previously
13 filed with this Commission on July the 2nd of 2019.

14 MR. YOUNG: Yeah, these two meters --
15 these --

16 EXAMINER BULGRIN: Again, she's not going
17 to be able to transcribe that.

18 MR. YOUNG: I'm sorry. Within the
19 Exhibit J which was provided by the Company, there
20 are two meters that the Company shows. One is blue
21 labeled and one is white labeled. On both the faces
22 of these meters, there are indicators, dark bullets.
23 And within these dark bullets on either the left or
24 the right, the right meter being the opt out meter,
25 there are these bullets which fill in spaces for

1 which type of a soft switch has been enabled on the
2 meter.

3 MR. WOLFFRAM: Again, your Honor, we
4 would object as an improper layperson opinion as it
5 relates to the technical specifications of the
6 Company meter.

7 EXAMINER WILLIAMS: I'll overrule the
8 objection and I'm also going to direct the testimony.
9 What points are you trying to draw out about your
10 impression of the meters?

11 MR. YOUNG: The Company provided meter on
12 the right-hand side with the I-210+c on Exhibit J,
13 one of those we're questioning the soft switch. The
14 soft switches are described within the Exhibit K and
15 Exhibit L, either meter. These soft switches are for
16 programming and allow the selection of events.

17 MR. WOLFFRAM: Again, we would object on
18 Mr. Young's lack of qualification to speak to the
19 technical relevance of soft switches.

20 EXAMINER WILLIAMS: I'm going to sustain
21 the objection on that grounds. I'm going to ask that
22 you deviate from providing me any level of
23 professional interpretation. Tell me what your
24 concerns are with the meter particularly as they
25 relate to the fact that the Company appears to have

1 offered you the ability to keep your analog meter.

2 MR. YOUNG: On both these -- within
3 Exhibit -- well, on Exhibit J, which is provided by
4 the Company on the opt out meter side, which they
5 call the white label, there is an A2 checked, an A2
6 soft switch checked. Within the documentation under
7 G --

8 MR. WOLFFRAM: Again, same objection.

9 EXAMINER WILLIAMS: I'll sustain the
10 objection. Tell me what your concerns are as they
11 relate to the Company, sir.

12 MR. YOUNG: The meter that's presented
13 for the opt out service has an A2 switch checked on
14 it enabled and there's also an end to the A2
15 switch --

16 EXAMINER WILLIAMS: What does that
17 signify to you? What does that mean to you?

18 MR. YOUNG: Activates communication
19 capability with AMR/AMI modules with the J --

20 MR. WOLFFRAM: It appears Mr. Young is
21 reading from the GE documentation, and he's not
22 qualified to give technical expertise.

23 EXAMINER WILLIAMS: I'm going to sustain
24 the objection regarding whether this is engineering
25 testimony. What I'm really trying to get at is what

1 were your concerns as a layperson, as a nonexpert?

2 What are your concerns regarding those documents?

3 MR. YOUNG: The documents also provide
4 another communication protocol between the utility
5 and the meter and that communication is RS232.

6 MR. WOLFFRAM: Again, your Honor, we
7 object on the same grounds.

8 EXAMINER WILLIAMS: Let me make sure
9 we're talking about the same document. Is that
10 something we marked as an exhibit today, sir?

11 MR. YOUNG: This is -- yes, I would mark
12 this as an exhibit.

13 EXAMINER WILLIAMS: So we've not talked
14 about this yet?

15 MR. YOUNG: We've not talked about this.
16 When I read this information and got this
17 information, I asked for discovery from the company
18 to see if these are true statements, true
19 understandings based on the documentation we're
20 referring to here for K, J --

21 MR. WOLFFRAM: Your Honor, we feel at
22 this time this live testimony would be more
23 appropriately addressed in cross-examination of
24 Miss Igo.

25 EXAMINER WILLIAMS: Let's go off the

1 record and mark this exhibit.

2 (Off the record.)

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 EXAMINER WILLIAMS: So we've received and
5 marked as Complainants' Exhibit M, which was a
6 document which was originally filed on the DIS system
7 on August 21st of this year. It's got some labeling
8 "IP500-302" at the top, and we'll entertain some
9 testimony regarding why you'd like the Commission to
10 consider that document.

11 MR. YOUNG: This exhibit here -- and I'm
12 sorry, what was the number?

13 EXAMINER WILLIAMS: M.

14 MR. YOUNG: This is listed as one of the
15 communication features within Exhibit L, and that's
16 what led to this aside from the discovery answers.

17 MR. WOLFFRAM: Your Honor, we would
18 object that to the extent that the Complainant is
19 going to use this exhibit to provide technical specs
20 as relates to the company's meters.

21 EXAMINER WILLIAMS: I'll sustain the
22 objection relative to the technical testimony
23 relative to Mr. Young's understanding of equipment
24 that is offered or is offered, but we'll provide him
25 some latitude and allow him to testify.

1 MR. WOLFFRAM: Thank you, your Honor.

2 EXAMINER WILLIAMS: Thank you.

3 MR. YOUNG: Throughout the communications
4 with the Company and then PUCO 20, these meters are
5 not supposed to have communication capabilities.
6 Also within OAC rules for the opt out meter, to my
7 understanding, this is a smart meter, it just doesn't
8 have the wire communication to it, but it does have
9 communication to and from the utility.

10 MR. WOLFFRAM: Your Honor, we would
11 object as an improper layperson's opinion and
12 misstating the facts of the case.

13 EXAMINER WILLIAMS: I'm going to overrule
14 the objection and allow him to present his testimony
15 which is that he believes somehow this meter has
16 smart capabilities and is, in fact, able to
17 communicate to the Company.

18 MR. WOLFFRAM: Thank you, your Honor.

19 MR. YOUNG: 4901:1-10-01, Definitions,
20 under A, advanced meter means any electric meter that
21 meets the --

22 MR. WOLFFRAM: Again, your Honor, we
23 would object just on the grounds we can allow the
24 Ohio Administrative Code to speak for itself.

25 EXAMINER WILLIAMS: I do agree that the

1 Code speaks for itself, but we'll provide Mr. Young
2 latitude to present his case.

3 MR. WOLFFRAM: Thank you, your Honor.

4 MR. YOUNG: The way that I understand OAC
5 is that the advanced meter means any electric meter
6 that meets the pertinent engineering standards using
7 digital technology and is capable of providing
8 two-way communications with the electric utility to
9 provide usage and/or other technical data. This is
10 what I see within this Optocom port that's part of
11 the opt out meter, and the soft switches enabled on
12 the opt out meter is for two-way communication for
13 the utility.

14 MR. WOLFFRAM: Objection. Complainant
15 again is speaking on the technical specifications of
16 the digital non-emitting meter and the fact that our
17 residential meters, RF meters, do not have a soft
18 switch installed.

19 EXAMINER WILLIAMS: I will sustain the
20 objection. Mr. Young, my understanding is that you
21 believe that this is a smart, two-way communication
22 meter and that's what testimony you're trying to
23 present; is that correct?

24 MR. YOUNG: It's not a wireless two-way
25 communication meter. It's a communication meter in

1 the fact that the operator can hook up a
2 communication device to it which is the RS232 and
3 read stored customer information from the meter and
4 also program the meter --

5 MR. WOLFFRAM: Again, your Honor, we
6 would --

7 MR. YOUNG: -- which is two-way
8 communication.

9 MR. WOLFFRAM: -- move to object on the
10 fact that the Complainant is speaking to technical
11 specifications.

12 EXAMINER WILLIAMS: I'm going to overrule
13 that objection. It was stated as a layperson what
14 his concerns are with the meter, and we'll take
15 testimony on the record.

16 MR. YOUNG: That was throughout our
17 complaint process here. That's one of our concerns.
18 The other is yes, the key terminology within the
19 service and trying to address that. We want to
20 understand the mechanisms in place for that fee to be
21 billed, and that's within our complaint.

22 And we had also asked for discovery to be
23 able to determine that. That discovery is being
24 objected to, but I think it's very relevant to our
25 case as to when the fee is to be billed and what

1 conditions it's to be billed under. So we ask that
2 answers to discovery for the meter read route under
3 our account and when the threshold of meters are
4 installed, we ask for that discovery to be allowed.

5 MR. WOLFFRAM: Again, your Honor, we
6 would object on the grounds that it's improper to
7 file -- include the company's discovery responses in
8 the record. Also to the extent that Complainant
9 references the 85 percent completion of the route,
10 the meter reading route was completed in October, so
11 at this point, there is 85 percent deployment of AMI
12 around customer's residence, and the point is moot.

13 MR. YOUNG: I think he's testifying to --

14 EXAMINER WILLIAMS: Wait a minute. It's
15 important we maintain our decorum here for all of our
16 sanities, particularly our court reporter's, so the
17 objection is on the basis of, please, just --

18 MR. WOLFFRAM: On the grounds that
19 Mr. Young is testifying as it relates to the
20 Company's discovery responses just improperly.

21 MS. BLEND: And your Honor, to the extent
22 Mr. Young's testimony is ambiguous and could be read
23 later as the Company did not respond to discovery
24 that Complainants propounded, that is not the case.
25 In fact, Complainant served discovery informally by

1 e-mail in this case, and the Company did not require
2 them to go through the formal process. We responded
3 and answered all the questions that they timely
4 asked.

5 EXAMINER WILLIAMS: I'm going to sustain
6 that objection relative to matters that are termed
7 discovery or information that Complainants would
8 like. I'm going to allow you to continue to testify
9 regarding your impressions in the case, but issues of
10 discovery that was issued and responded to have been
11 satisfied on the record.

12 MRS. YOUNG: Can I approach the Bench for
13 a minute, please, off record?

14 EXAMINER WILLIAMS: We'll go off the
15 record.

16 (Off the record.)

17 EXAMINER WILLIAMS: Let's go back on the
18 record. Miss Young, you had asked to approach and
19 you had raised some issues that we started to talk
20 about off the record and we thought would be better
21 addressed on the record, if you could state those.

22 MRS. YOUNG: My concern is that you,
23 Mr. Williams, just stated in a response to AEP that
24 we had been offered an analog meter. That is true,
25 we have been offered an analog meter, but there was a

1 lot of conditions with that analog meter also.

2 And so I think that that is a
3 confidential Settlement Agreement that AEP has talked
4 about in this hearing to lead you to believe that
5 they have been generous enough to give us an analog
6 meter, but our complaint with that analogy is there
7 were conditions with that.

8 EXAMINER WILLIAMS: Let me address this
9 from the Bench. I think I can streamline this a bit.
10 So the Company's position in litigation remains
11 somewhat fluid. So if information that they had
12 communicated at the start of this case has changed,
13 the Company is not obligated to take a snapshot in
14 time.

15 Now, there may be consequences to things
16 the Company did or didn't do, but if the Company's
17 position here today is here's where we stand, the
18 Commission can certainly entertain that as part of
19 the record. And so you'll have the ability to ask
20 questions of the Company representative regarding
21 conditions that you believe remain on the offer of an
22 analog meter or anything else that's been proffered
23 in the case, but I'm not going to preclude the
24 Company from presenting what their position is as of
25 today and how it might have evolved. Does that help?

1 MRS. YOUNG: It does, thank you.

2 EXAMINER WILLIAMS: Any other questions
3 you want to raise on the record?

4 MRS. YOUNG: The other thing is, too, I'm
5 seeing Miss Blend and other representatives on the
6 other side, and I do understand this is taking a long
7 time, we have a lot of hours invested in this also,
8 but the facial expressions are a little bit
9 concerning to me, and I'm just going to say that out
10 loud.

11 MS. BLEND: Your Honor, I would move to
12 strike that from the record or if it's not stricken
13 from the record state that the Company has absolutely
14 no problem and counsel for the Company, the witness
15 for the Company are happy to stay as long as it takes
16 in order for the Complainants to put on their entire
17 case.

18 The Company is in no way trying to
19 shortcut or circumvent this process or the process
20 that Complainants are entitled to. In fact, I think
21 counsel for the Company has been very liberal in
22 terms of allowing Complainants to depart from the
23 standard accepted Commission practice with regard to
24 hearings because we recognize that Complainants are
25 not -- do not typically appear before the Commission

1 or are versed in Commission practice and procedure.

2 So to the extent that Miss Young doesn't
3 like my facial expression, I do apologize, but the
4 Company is in no way dismissing or trying to rush the
5 Complainants in the presentation of their case.

6 EXAMINER WILLIAMS: Here's what I'll do.
7 I believe Miss Young's statement for the record, but
8 I will note from the Bench that the Company and the
9 Bench, I think, have been very understanding and very
10 patient regarding the presentation of the case.
11 We've certainly allowed some latitude in terms of
12 rulings as well as objections or lack of objections
13 to allow the case to be presented in a fair basis.

14 And so certainly I would admonish and
15 advise and request that the company continue to
16 maintain a professional decorum, but at this
17 juncture, I think the hearing has been conducted with
18 a level of professionalism and fairness and we'll
19 continue along those lines.

20 Any other questions, Mrs. Young?

21 MRS. YOUNG: Did you strike her....

22 EXAMINER WILLIAMS: I left her statement
23 on the record.

24 MRS. YOUNG: Thank you.

25 EXAMINER WILLIAMS: Any further

1 testimony?

2 MR. YOUNG: We've spent hours on this. I
3 think we also filed that into our exhibits in DIS.

4 EXAMINER BULGRIN: Are we off the record?

5 EXAMINER WILLIAMS: We are off the
6 record.

7 (Off the record.)

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 EXAMINER WILLIAMS: We'll go back on.
10 Mr. Young, we marked as Exhibit N roughly a ten-page
11 document that's hours that have been devoted to this
12 matter as presented and reported by you and your wife
13 as filed on the DIS docket on December 10th. Any
14 information you'd like us to know about that?

15 MR. YOUNG: This is the time we spent
16 having to read through law in PUCO 20, and it's time
17 we spent back and forth here in the Commission, time
18 we spent seeking legal advice trying to get legal
19 counsel, anything relative to the case. It's been
20 like a year, you know.

21 EXAMINER WILLIAMS: Is there other things
22 you'd like to present as part of your testimony?
23 Just to recap, when you're done testifying, then the
24 Company will have the opportunity to ask you
25 questions and you'll be able to explain your

1 responses in response to their questions, but at that
2 point then, this part of your case, the testimony
3 part of your case will be concluded. Anything else
4 you'd like to add?

5 MR. YOUNG: Not at this time, your Honor,
6 thank you.

7 EXAMINER WILLIAMS: The witness is
8 available for cross-examination.

9 MR. WOLFFRAM: Thank you, your Honor.

10 - - -

11 CROSS-EXAMINATION

12 By Mr. Wolffram:

13 Q. Just a couple of follow-up questions on
14 your testimony. In your complaint and on the stand
15 today, I think you have referenced that you do not
16 wish to have an AMI meter installed at your
17 residence; is that correct?

18 A. That's correct.

19 Q. You also state that you wish to keep the
20 analog meter that's currently installed at your
21 residence; is that correct?

22 A. That's correct.

23 Q. The Company has not removed the analog
24 meter that's currently installed at your residence;
25 is that correct?

1 A. That's correct.

2 Q. The Company has not required you to pay
3 the \$24 opt out fee to this point; is that correct?

4 A. No, that's not correct.

5 Q. You're saying that the Company has
6 charged you the \$24 a month opt out fee?

7 A. They have not charged it, but they've
8 required it for us to opt out.

9 Q. So you've not actually paid the \$24 opt
10 out fee to this point?

11 A. That's correct.

12 Q. And you also claim that you have some
13 problems with the language in the Company's AMI Opt
14 Out Acknowledgment; is that correct?

15 A. That's correct.

16 Q. You understand as part of this, as part
17 of your request for opt out service, the Company is
18 not requiring you to have an AMI meter installed on
19 your residence; is that correct?

20 A. That's not correct.

21 Q. Your testimony is then that the Company
22 is requiring you to have an AMI meter installed at
23 your residence?

24 A. That's correct.

25 Q. You understand that the Company has

1 offered and is currently willing to allow you to keep
2 the analog meter that is currently installed at your
3 house; is that correct?

4 A. I object because you are referring to
5 settlement conditions. And before those settlement
6 conditions, the Company... can I go on?

7 EXAMINER WILLIAMS: I'm going to go ahead
8 just in the interest of efficiency here. The Company
9 is allowed to ask you questions regarding your
10 perceptions of your position and the Company's
11 position. So I'll note that you and your wife have
12 concerns that maybe some of these lines of
13 questioning might have also been discussed in the
14 course of some earlier settlement discussion or
15 negotiation, but to the extent the testimony or the
16 facts are aimed at the Company's current position,
17 there's latitude to get your responses.

18 A. Your question, I'm sorry?

19 Q. So you understand that the Company is
20 willing at this time as part of your request for opt
21 out service to allow you to keep the analog meter
22 installed at your residence currently?

23 A. See, these are settlement offers after
24 the fact of the complaint.

25 EXAMINER WILLIAMS: That's fine. You can

1 say the context or how you believe you got to where
2 we are today, but the question is fair and needs to
3 be answered of what is the Company's current position
4 regarding your metering situation.

5 A. That's the Company's current position but
6 not before the complaint and not during the
7 complaint.

8 Q. But currently the Company's position is
9 that you can keep the analog meter that's installed
10 in your residence?

11 A. Today that is your position.

12 Q. Thank you.

13 A. And I object to that testimony.

14 Q. Thank you. You also acknowledge that the
15 company is not requiring you to sign the AMI Opt Out
16 Acknowledgment as part of your request for opt out
17 service today?

18 A. Today that is the Company's position.

19 Q. And you agree that were we to provide you
20 with opt out service, you would be required to pay
21 the \$24 a month, Commission-approved opt out fee that
22 is included in the Company's tariff in paragraph 16;
23 is that correct?

24 A. I'm sorry, can you....

25 Q. Sure.

1 A. Because you're asking -- you were asking
2 if you're offering for us to keep our analog meter.

3 Q. No, the question was, you understand that
4 as part of opt out service, you will have to agree to
5 pay a \$24 a month opt out fee to retain --

6 A. Yes, absolutely. As far as the analog
7 meter, are you saying the Company is willing to allow
8 us to keep that meter?

9 Q. Again --

10 A. Keep an analog meter?

11 Q. I think we established that on the
12 record, yes.

13 A. Without a stipulation?

14 Q. We're not negotiating settlements, but
15 we'll let the record stand.

16 EXAMINER WILLIAMS: I'll tell you what
17 I'm going to do, Mr. Young, obviously in a more
18 formal setting, there would be testimony,
19 cross-examination, an opportunity to offer some
20 clarifying or rebuttal testimony. I want to make
21 sure that you're --

22 MR. YOUNG: I don't understand that
23 question.

24 EXAMINER WILLIAMS: Let me finish,
25 please. I want to make sure we understand what your

1 testimony is. The question was are you aware of the
2 Company's commitment to allow you to keep your analog
3 meter, and your response that I heard was yes. So is
4 there a clarification you want to provide as to that
5 testimony?

6 MR. YOUNG: I'm not aware of that. I
7 mean, I don't understand the question because I don't
8 understand what you're offering.

9 EXAMINER WILLIAMS: So I'm going to help
10 the Company along here. The Company said you can
11 keep your analog meter so long as it remains
12 functional, and do you understand that?

13 MR. YOUNG: I understand that's the
14 Company's position today.

15 MR. WOLFFRAM: Thank you, your Honor.

16 Q. (By Mr. Wolffram) Mr. Young, just a
17 couple follow-ups. You're not an electrical
18 engineer; is that correct?

19 A. No.

20 Q. You're not an attorney?

21 A. No.

22 Q. You're not a doctor?

23 A. No.

24 Q. You're not an expert in AMI meters; is
25 that correct?

1 A. I kind of feel like I am now.

2 Q. You don't have any formal training as it
3 relates to electrical engineering or AMI
4 installation; is that correct?

5 A. Not those specific fields.

6 Q. And I would just like to point you to
7 what's been previously marked as Exhibit A which is
8 the document titled "Your Smart Meter, Not Just A
9 Pretty Face" that was previously admitted --
10 introduced. You stated that the Company provided no
11 notice, prior notice before an AEP representative
12 showed up at your premises to attempt to install an
13 AMI meter; is that correct?

14 A. According to OAC, that is correct.

15 Q. If you could, I believe it is what is my
16 third -- fourth page of the document, the third
17 paragraph that starts with, "We'll be coming..."

18 A. Tanner, I don't want to touch your --
19 sorry, Tanner.

20 Q. Totally understand.

21 A. Okay, go ahead, Tanner.

22 Q. You agree that third paragraph
23 hypothetically states that the Company would be
24 coming to your neighborhood within the next few weeks
25 to begin smart meter installation; is that fair?

1 A. That's what it says.

2 Q. Then you also state that this brochure
3 does not give you any information as it relates to
4 opt out service; is that correct?

5 A. That's correct.

6 Q. And you would agree that on the bottom of
7 the brochure there it says, "For more information
8 about smart meters, visit the website at
9 AEPOHIO.com/SmartMeter"; is that correct?

10 A. That's correct.

11 Q. You also introduced what's marked as
12 Exhibit B which is the Frequently Asked Questions; is
13 that correct?

14 A. Please repeat the question, Tanner.

15 Q. You agree that you introduced Exhibit B
16 which are the Frequently Asked Questions?

17 A. Yes.

18 Q. And at the top of the document which was
19 filed within the docket which I think we addressed is
20 not contained in the form that was provided to the
21 Attorney Examiners, you agree at the top of that page
22 there's a website provided which is the
23 AEPOHIO.com/SmartMeter; is that correct?

24 A. There is a what? I'm sorry, can you
25 repeat the question?

1 Q. Sure. On the top of the document which
2 was filed previous to this procedure --

3 A. In the docketing system?

4 Q. Uh-huh, there is a URL link in the top
5 right-hand corner that relates to the
6 AEPOHIO.com/SmartMeter; is that correct?

7 A. You're looking at....

8 Q. Sure.

9 A. Yes, yes.

10 Q. And on Exhibit C, if we could go to what
11 is our second page, you would agree that the --

12 EXAMINER WILLIAMS: Give him a second to
13 find it.

14 A. Second page?

15 Q. Uh-huh. You edited the text that states
16 keeping current, nonstandard analog meter is not an
17 option for service; is that correct?

18 A. I'm sorry, what?

19 Q. You did not -- the Company did not
20 provide -- second page.

21 A. Yes.

22 Q. You made that edit to make that language
23 more --

24 A. No.

25 Q. That's the way the e-mail came to you?

1 A. Yeah, I have the original e-mails.

2 Q. I just wanted to confirm.

3 A. Yeah, I thought that was weird too, but
4 yeah, that's weird.

5 MR. WOLFFRAM: I don't think we have
6 anything further at this time, your Honor.

7 EXAMINER WILLIAMS: Mr. Young, the record
8 doesn't open back up for other testimony. The only
9 testimony that's additionally provided is to clarify
10 any matters that were raised on the recent
11 cross-examination and the Bench provided latitude for
12 you to explain your responses. So with that in mind,
13 is there anything that you feel you need to provide
14 in response to the questions that Mr. Wolffram
15 presented to you?

16 MR. YOUNG: Let's see, we'll go to --
17 Mr. Wolffram, you're --

18 EXAMINER WILLIAMS: You're not going to
19 be allowed to cross-examine opposing counsel. You're
20 only allowed to provide clarifying testimony
21 regarding the questions he asked you. So what
22 additional testimony do you believe is relevant or
23 permissive under those circumstances?

24 - - -

25 REDIRECT TESTIMONY

1 MR. YOUNG: The Company's position today,
2 even though it is that we can keep our analog meters,
3 there is -- it's not guaranteed. So in other words,
4 the smart meter or the AMI meter that they want to
5 put on there, that still has two-way communication,
6 is still out there, and there's no other meters
7 available, there's no other service available other
8 than this meter that they've tied to the service.

9 So as long as that's their position, is
10 that if our meter breaks down, we have to accept this
11 AMI meter, that still has two-way communication via
12 the 232 Optocom, and we have issue with that. We
13 don't agree with that.

14 So we feel like even if our meter did
15 break down, it's been in service for years, we should
16 be able to hang on to that or hang on to an analog
17 meter. Or if the Company does provide a digital
18 readout meter, that's great, it's just -- it is not
19 to have two-way communication as the law says and as
20 PUCO 20 says, so we would accept that.

21 But as the case is today, that is not the
22 case. It still has two-way communication and it's
23 still collecting our usage data. And the utility can
24 read it and they can program it, and we believe
25 that's a smart meter to us. It's the I-210+c which

1 is the same meter used everywhere else, and it's
2 being tied to this service which we can go nowhere
3 else with.

4 EXAMINER WILLIAMS: I appreciate that,
5 and I think we've allowed you to complete your answer
6 and your questions and concerns remain. The fact
7 that the analog meter is not going to be forever and
8 if and when the analog meter might no longer be
9 effective, that the Company would intend to proceed
10 with the alternative, a digital meter, and you're not
11 satisfied with what that meter may be.

12 MR. YOUNG: Yeah, we don't agree with the
13 Company's position that we can keep that meter unless
14 it blows up tomorrow and we're back to this meter.

15 EXAMINER WILLIAMS: Again, let me make
16 sure, you agree with what they're stating, you're
17 just not satisfied with the facts of that response?

18 MR. YOUNG: Correct.

19 EXAMINER WILLIAMS: Okay, thank you.
20 Anything else you'd like to add for the record?

21 MR. YOUNG: Yeah, for the promotional
22 material that came in with the meter, that Exhibit I
23 think A, that is what led us to find out more about
24 the meter, the opt out service. There's no opt out
25 service or option listed in that promotional

1 material. There's no option associated with what
2 that material is. There's no other service option
3 listed there. There is --

4 EXAMINER WILLIAMS: I think we're beyond
5 the scope of what the cross-examination testimony is,
6 so I'm going to cut you off there. If there's
7 additional information that you have that would
8 clarify the questions that were presented to you by
9 Mr. Wolfram, then we'll allow you a little bit more
10 leeway there, but I think that you're outside the
11 scope. Frankly, you've already described that as
12 part of your Direct Testimony anyway.

13 MR. YOUNG: As to the question with the
14 bold text, I don't know where that come from. I
15 thought maybe that was AEP, and maybe they thought
16 that was us, I don't know, but we didn't purposely do
17 that and maybe they didn't purposely do that. I'm
18 not sure where that bold text came from.

19 EXAMINER WILLIAMS: Your testimony was
20 clear and the questioning stopped regarding the fact
21 that's how the document was presented in your
22 understanding.

23 MR. YOUNG: This is -- we're not in
24 cross-examination, this is just in response to --

25 EXAMINER WILLIAMS: Correct. So where

1 we're going to go from here, we're going to take a
2 short break when you're done testifying, probably
3 five minutes to let everybody use the restroom, and
4 if your wife wants to testify, then we'll have her
5 testify. We're going to do cross-examination again.
6 Probably take another short break and allow the
7 Company to present its case.

8 MR. YOUNG: Okay.

9 EXAMINER WILLIAMS: Anything else you
10 need to add?

11 MR. YOUNG: I will stand down. I
12 appreciate it.

13 EXAMINER WILLIAMS: You're welcome.

14 MS. BLEND: Would you like to address the
15 admission of the Youngs' exhibits at the end of their
16 case or address those exhibits now?

17 EXAMINER WILLIAMS: Let's go ahead and
18 address after Miss Young has testified as well.

19 MS. BLEND: Thank you.

20 EXAMINER WILLIAMS: So let's take roughly
21 five minutes. I'm optimistic that Miss Young will
22 not need to go back over all the testimony after her
23 husband relayed the history and then you can decide
24 after her testimony how much you have.

25 MR. YOUNG: Your Honor?

1 EXAMINER WILLIAMS: Yes.

2 MR. YOUNG: May I pray for ten?

3 EXAMINER WILLIAMS: Absolutely. It's
4 1:17, we'll see everybody back here at 1:30.

5 (Recess taken.)

6 EXAMINER WILLIAMS: Miss Young, did you
7 want to take the stand.

8 (Witness placed under oath.)

9 - - -

10 THAAH YOUNG

11 being first duly sworn, as prescribed by law, was
12 examined and testified as follows:

13 DIRECT TESTIMONY

14 EXAMINER WILLIAMS: Thank you,
15 Miss Young. We'll kind of repeat the process we did
16 with your husband in terms of allowing you to tell
17 your story. Obviously we have a pretty good
18 understanding of the chronology. If there were
19 points raised that you think there's some legitimate
20 credibility concerns, by all means elaborate, but
21 certainly we don't need you to go back to day one and
22 tell us every detail that your husband told us.

23 MRS. YOUNG: Well, first of all, I do
24 also appreciate everyone's time today, and I also
25 appreciate the Commission's leniency in allowing us

1 to reschedule this hearing a couple different times.

2 My father passed away very suddenly in
3 May, and my mother has dementia, and he was the sole
4 caregiver for her. Because of that situation, we
5 moved my mother in with us.

6 EXAMINER WILLIAMS: I'm sorry for your
7 loss.

8 MRS. YOUNG: That's all right. I do
9 appreciate the time because even today I had to leave
10 my mother to be here. And I think that goes back to
11 the point that Aaron and I have been trying to make
12 in our complaint, is that we did try to follow the
13 rules, that we are detailed, that we are read up on
14 the law, and we're not apathetic AEP customers.

15 And we believe -- or I believe that AEP
16 outside the purview of PUCO tried to secure writings
17 under the concealment of omission, deception,
18 discrimination that AEP affirms negates AEP's legal
19 liability to classic AEP customers which is
20 adjudicated under PUCO 20 and OAC 4901.

21 MR. WOLFFRAM: Your Honor, we would again
22 just object on the basis that Miss Young is providing
23 a legal opinion and conclusion and that the
24 discriminatory issues raised are outside the scope of
25 this proceeding. It was not pleaded in the

1 complaint.

2 EXAMINER WILLIAMS: I'm going to sustain
3 that objection. I'm going to encourage you to tell
4 us the facts of your story and not make legal
5 arguments.

6 MRS. YOUNG: The facts of the story are
7 on August the 20th of 2018, we asked AEP to opt out.
8 We did that verbally and we cannot prove those
9 records because AEP would not allow us to have those
10 records. We asked PUCO for help. Again, PUCO would
11 not give us a full transcript because it was
12 outside -- or we were denied.

13 We have been trying to follow the rules
14 to be able to have an opt out, noncommunicating
15 meter. This is guaranteed to us. This information
16 was litigated through this Commission for years. The
17 taxpayers paid hundreds of thousands of dollars to be
18 able to have the stakeholders represent their opinion
19 in this tariff.

20 And what we did is we asked AEP on
21 multiple times to be able to opt out, and we were not
22 given the opportunity to have the service that was
23 given in PUCO. And now today instead of litigating
24 or talking about why we had to bring this to the
25 Commission, now we're back to a settlement.

1 And I don't quite understand why the
2 Commission is not taking responsibility and looking
3 at the items and the legal responsibility that AEP
4 was trying to burden us with. And we believe that
5 has burdened other customers in their nondigital opt
6 out agreement.

7 MR. WOLFFRAM: Again, your Honor, we
8 would object to the statement related to other
9 customers. We're here to litigate this complaint
10 between the Youngs and the Company and not other
11 customers that may or may not be affected similarly.

12 EXAMINER WILLIAMS: I'll overrule the
13 objection and let the testimony stand. Obviously
14 there's frustration and legal frustration allegations
15 regarding the manner in which opt out service was
16 presented and administered, and we'll certainly allow
17 your testimony in that realm.

18 MR. WOLFFRAM: Thank you.

19 MRS. YOUNG: Thank you. I think if we
20 look at the time sheets, I don't remember that
21 exhibit number....

22 MR. WOLFFRAM: It's Exhibit N.

23 EXAMINER WILLIAMS: N as in Nancy.

24 MRS. YOUNG: Exhibit N, if you look at
25 our time sheets, we did not willy nilly decide we

1 were going to be in constant communication with AEP.
2 We did actually try to seek out legal help. I spoke
3 to 15 different personal attorneys.

4 I also contacted Ohio Consumer Counsel.
5 We had a conference with Ohio Consumer Counsel, and I
6 can't tell you what they said because that would be
7 confidential information, but basically what we took
8 from Ohio Consumer Counsel is that we can't help you,
9 file your formal complaint. Now we're here as our
10 formal complaint. We're not here to negotiate a
11 settlement with AEP. We would like the Commission to
12 look at our complaint in detail and look at the
13 violations within that complaint.

14 The Acknowledgment itself is a secured
15 writing that AEP was asking us to sign, not on one
16 occasion, not on two occasions but multiple
17 occasions. And because we got to a settlement,
18 suddenly we don't have to sign that, but what happens
19 to the other people who are asked to sign that and
20 did sign that, and that is my concern.

21 The other thing I'd like to enter into
22 the record is our meter read which we asked for in
23 November of 2018 and finally got that done at the end
24 of March.

25 MR. YOUNG: This is our meter test.

1 EXAMINER WILLIAMS: Let's go off record.

2 (Off the record.)

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 EXAMINER WILLIAMS: You've presented a
5 document on a letterhead. It's a letter to you dated
6 March 28th of 2019. What would you like us to know
7 about that?

8 MRS. YOUNG: What I would like you to
9 know about that is the length of time, it is
10 documented in another e-mail with the Roth e-mails --
11 excuse me, that's not true. We started asking for
12 this meter read at the end of 2018 and finally got it
13 done. We wanted to be able to document that this
14 document says that the above accuracy levels fall
15 within the guidelines set by the State Regulatory
16 Commission.

17 EXAMINER WILLIAMS: Okay.

18 MRS. YOUNG: The other thing I'd like to
19 say about it is, again, what my husband reiterated,
20 is that we have never had a situation where we had to
21 continually have conversation and look up law and
22 read law to be able to ask for service that is well
23 documented within PUCO 20 and Ohio Administrative
24 Code. I think that if you look at our time sheets
25 which I forgot again what that is --

1 EXAMINER WILLIAMS: N as in Nancy.

2 MRS. YOUNG: -- N as in Nancy, we have
3 had expense with that as far as money, coming here,
4 parking.

5 MR. WOLFFRAM: Your Honor, we would
6 object on the grounds that the Commission doesn't
7 have the authority to award damages as part of this
8 complaint proceeding, so any testimony related to the
9 damages and the money expenses would be irrelevant as
10 to this proceeding.

11 EXAMINER WILLIAMS: I'm going to overrule
12 the objection. It's part of her story.

13 MR. WOLFFRAM: Thank you, your Honor.

14 MRS. YOUNG: What I would like to say, we
15 have not asked for money as far as with the
16 Commission as far as -- excuse me, we have asked for
17 damages, but what we're trying to prove as a point
18 here, is that why does, A, and I'll go back to a
19 detailed read of the law, an unapathetic AEP customer
20 have to spend how many hours and time to be able to
21 get a service that is in PUCO 20 and Ohio
22 Administrative Code? Thank you for your time.

23 EXAMINER WILLIAMS: That concludes your
24 testimony?

25 MRS. YOUNG: I think so. Wait, wait.

1 Can I wait?

2 MR. YOUNG: I would just like to
3 mention --

4 MRS. YOUNG: No, come and talk to me,
5 Aaron.

6 EXAMINER WILLIAMS: I was going to say,
7 your testimony has concluded, but certainly you and
8 your wife are a team, you're welcome to make sure she
9 has testified to everything she needs to. Off the
10 record.

11 (Off the record.)

12 EXAMINER WILLIAMS: Let's go back on
13 record then. Miss Young is available for
14 cross-examination.

15 - - -

16 CROSS-EXAMINATION

17 By Mr. Wolffram:

18 Q. Thank you. Miss Young, I just have a few
19 questions. You stated earlier that you had a
20 conference with OCC; is that correct?

21 A. We did.

22 Q. What was the date of that conference?

23 A. I don't have that information in front of
24 me.

25 Q. Could you give us a ballpark?

1 A. We've been in constant communication with
2 OCC since December.

3 Q. I just meant as it relates to
4 specifically that conference. Could you give us a
5 month?

6 A. I'm sorry, Mr. Tanner, I can't -- or I'm
7 sorry, Wolffram.

8 Q. What was the purpose of that conference
9 with OCC?

10 A. We were trying to ask OCC for help in
11 opting out.

12 Q. And do you know who from OCC attended
13 that conference?

14 A. I don't remember those names.

15 Q. Who have you been in communication with
16 from OCC? Do you have those names?

17 A. I don't have that information in front of
18 me?

19 MR. WOLFFRAM: We have nothing further,
20 your Honor.

21 EXAMINER WILLIAMS: Okay. They didn't
22 ask but one line of questions and I don't think you
23 really had a lot to offer there, so the opportunity
24 for additional testimony --

25 MRS. YOUNG: Can I just add one thing?

1 EXAMINER WILLIAMS: As long as it relates
2 to the cross-examination question.

3 MRS. YOUNG: No, I'll wait. Thank you.

4 EXAMINER WILLIAMS: So that concludes the
5 Direct Testimony part of your case, Mr. and
6 Mrs. Young. We're now to the consideration of
7 exhibits for admission into the record. And I think
8 probably the easiest way to approach that would be to
9 go through them sequentially.

10 And if the Company has no objection, then
11 they'll come into the record. If the Company has an
12 objection, then we'll consider communication or
13 argument from the Company and from you regarding the
14 issues that will decide as to admissibility. Do you
15 want to go through them individually or do you have
16 some that you're willing to allow in without
17 objection?

18 MR. WOLFFRAM: We would have no
19 objections to Exhibits A, B, C and D so far.

20 EXAMINER WILLIAMS: Without objection
21 we'll admit Exhibits A through D via stipulation.

22 (EXHIBITS ADMITTED INTO EVIDENCE.)

23 EXAMINER WILLIAMS: We're now to Exhibit
24 E. Exhibit E is the transcript of the informal
25 complaint response from the PUCO. It's six or eight

1 pages long.

2 MR. WOLFFRAM: We would object on the
3 grounds that the document contains multiple
4 statements of hearsay and it's irrelevant to the
5 proceedings in this complaint.

6 MR. YOUNG: Which exhibit are we looking
7 at?

8 EXAMINER WILLIAMS: Exhibit E. I'm going
9 to make this simple for the record here.

10 MR. YOUNG: Can I --

11 EXAMINER WILLIAMS: You can, but I don't
12 think this is necessary. This is a business record
13 kept by the Commission in regards to its
14 administrative official duties, so we're going to
15 admit the document. There could be questions
16 regarding some of the specific contents or
17 communications within it, but the document as
18 prepared and maintained is a public document and it
19 will come into the record.

20 MR. YOUNG: Thank you, your Honor.

21 EXAMINER WILLIAMS: You're welcome.

22 (EXHIBIT ADMITTED INTO EVIDENCE.)

23 EXAMINER WILLIAMS: We'll proceed to F
24 now.

25 MR. WOLFFRAM: Yes, so we would object

1 again to Exhibit F on the grounds that there was no
2 testimony provided. The Examiners did not allow
3 testimony on the exhibit as it relates to a
4 procedural issue that was outside the scope of this
5 proceeding.

6 EXAMINER WILLIAMS: So do you have
7 Exhibit F in front of you? Are you able to make your
8 position? You could approach. You can take that for
9 purposes of... Anything more you want to say about
10 Exhibit F and why you think it should come into the
11 record?

12 MR. YOUNG: We would like to keep this in
13 the record to show that we tried to acquire evidence.

14 EXAMINER WILLIAMS: The Commission is
15 going to sustain the objection to the admissibility
16 of this exhibit. Testimony came in from Mr. Young
17 regarding communications and effort at obtaining
18 information in furtherance of proving the aspects of
19 the case. This exhibit and what it represents is not
20 appropriate for admission as an exhibit.

21 MR. WOLFFRAM: Thank you, your Honor.

22 EXAMINER WILLIAMS: G.

23 MR. WOLFFRAM: We have no objection to
24 the admission of Exhibit G.

25 EXAMINER WILLIAMS: G will be admitted.

1 (EXHIBIT ADMITTED INTO EVIDENCE.)

2 EXAMINER WILLIAMS: H.

3 MR. WOLFFRAM: The Complainants were not
4 qualified to give testimony as it relates to the map
5 that was provided of the AMI deployment service
6 territory for the Company, so we would move for
7 exclusion on that basis.

8 EXAMINER WILLIAMS: I'm going to go ahead
9 and make this as simple as allowed. This is a copy
10 of the map you printed off on August 22nd, 2018,
11 correct?

12 MR. YOUNG: Yes.

13 EXAMINER WILLIAMS: In that it represents
14 a map that was available at that point in time, the
15 Commission finds that it is admissible for the
16 purpose of furthering your testimony clarifying what
17 your understanding was.

18 MR. YOUNG: Thank you, your Honor.

19 (EXHIBIT ADMITTED INTO EVIDENCE.)

20 EXAMINER WILLIAMS: I?

21 MR. WOLFFRAM: We have no objections to I
22 or J.

23 EXAMINER WILLIAMS: K?

24 MR. WOLFFRAM: We would object, so for K,
25 L and M on the same reasons that these are the

1 technical specifications relating to Company's
2 meters. We would again just state that this
3 information is outside the scope of this proceeding.
4 The Company's litigated those issues in its AMI
5 deployment technology.

6 And the Commission's approved that AMI
7 technology in multiple instances. And, again, given
8 the fact that the company is willing to allow the
9 Complainants to retain an analog meter, it's not
10 relevant, and Miss Young was not allowed to testify.

11 EXAMINER WILLIAMS: I think it's of
12 limited evidentiary value, but as it does go towards
13 the Youngs' understanding of equipment issues and the
14 effort of satisfying their concerns and curiosities
15 concerning those, we're going to bring those in
16 recognizing the evidentiary value is probably pretty
17 limited.

18 MR. YOUNG: You're going to enter those
19 in?

20 EXAMINER WILLIAMS: Yes, sir.

21 MR. YOUNG: Thank you, your Honor.

22 (EXHIBITS ADMITTED INTO EVIDENCE.)

23 MR. WOLFFRAM: We would again object to
24 Exhibit N on the grounds that the Commission does not
25 have authority to award monetary damages and that

1 document is simply a calculation of the Youngs'
2 alleged damages in this case.

3 EXAMINER WILLIAMS: I'm going to make
4 this easy for you guys. N is your documentation of
5 hours worked. Again, we're not here in a damages
6 setting. To the extent the Youngs have provided
7 testimony regarding their factual involvement and
8 understanding of the case, I think it adds a little
9 flavor to what that testimony is, though, again, it's
10 of questionable evidentiary value in terms of the
11 matter before the Commission but not so much that
12 we're going to omit it.

13 (EXHIBIT ADMITTED INTO EVIDENCE.)

14 MR. WOLFFRAM: Thank you, your Honor. We
15 have no objection to Exhibit O.

16 EXAMINER WILLIAMS: Okay. So the
17 exhibits save Exhibit F are all deem admitted.

18 (EXHIBIT ADMITTED INTO EVIDENCE.)

19 EXAMINER WILLIAMS: And at this point in
20 time, the Complainants, you close your case, correct?

21 MR. YOUNG: This is where
22 cross-examination comes in?

23 EXAMINER WILLIAMS: That's a fair
24 question. I probably should have offered a little
25 bit more detail. So when you rest the presentation

1 of your case, which you're now required to do, you're
2 out of witnesses, the exhibits are in, then the
3 Company makes its presentation.

4 At the close of any witnesses who testify
5 on behalf of the Company, you'll be allowed to
6 cross-examine those witnesses. So you're not done
7 but you're done with presenting your direct case.

8 At the close of the Company's case, any
9 exhibits we have to rule on there, then we'll allow
10 each side to present some summary arguments, okay?
11 So you'll rest your case?

12 MR. YOUNG: We rest our case, yes, thank
13 you.

14 EXAMINER WILLIAMS: Thank you. On behalf
15 of the Company?

16 MR. WOLFFRAM: Prior to calling our
17 witness, we would move to dismiss this case for
18 failure to state reasonable grounds for a complaint.
19 As Complainants admit, Company is willing to allow
20 them to keep their analog meter, they're not required
21 to sign the AMI Acknowledgment as part of their opt
22 out service.

23 Again, the Company is willing to provide
24 opt out service pursuant to the tariff provided the
25 customers pay the \$24-a-month opt out fee. There's

1 really only no other issues to litigate as part of
2 this complaint. Given that the current state of the
3 complaint is fully satisfied, we would move to
4 dismiss.

5 EXAMINER WILLIAMS: Again, I'm going to
6 make this easy and efficient here. I think some
7 issues remain and are worthy of the Commission ruling
8 here, one of which is this analog meter is not
9 indefinite, and so to the extent issues are raised
10 regarding what may come, the Commission may decide to
11 issue it as part of its determination here.

12 Also I heard concerns regarding the
13 obligation and how it arises and is supported
14 regarding the payment of the \$24 for opting out. So
15 I think we still have issues that are probably worthy
16 of the Commission ruling, so I'm going to overrule
17 your Motion to Dismiss at this time.

18 MR. WOLFFRAM: Thank you, your Honor. At
19 this time the Company would call Paula S. Igo.

20 (Witness placed under oath.)

21 - - -

22 PAULA S. IGO

23 being first duly sworn, as prescribed by law, was
24 examined and testified as follows:

25 DIRECT EXAMINATION

1 By Ms. Blend:

2 Q. Good afternoon, Miss Igo.

3 A. Good afternoon.

4 Q. Will you please state your name and
5 business address for the record.

6 A. Yes, Paula S. Igo. I'm at AEP Ohio which
7 is located at 700 Morrison Road, Gahanna, Ohio,
8 43232.

9 Q. By whom are you employed and in what
10 position?

11 A. I'm employed by Ohio Power Company which
12 is also known as AEP Ohio. I'm a Regulatory
13 Consultant Principal.

14 Q. Thank you. Do you have before you a copy
15 of the Direct Testimony of Paula S. Igo filed on
16 behalf of Ohio Power Company in this case on
17 August 27th, 2019?

18 A. I do.

19 MS. BLEND: And, your Honor, we
20 previously provided a copy to the court reporter.
21 Does the Bench need a copy?

22 EXAMINER WILLIAMS: The Bench has it,
23 thank you.

24 MS. BLEND: Do you have a copy of the
25 testimony?

1 MR. YOUNG: We do have a copy of it and
2 we filed objections to it.

3 MS. BLEND: You don't need a copy?

4 MR. YOUNG: We don't need a copy, thank
5 you.

6 MS. BLEND: At this time I would request
7 that we mark Paula S. Igo's Direct Testimony as AEP
8 Ohio Exhibit 1.

9 EXAMINER WILLIAMS: So marked.

10 MS. BLEND: Thank you.

11 Q. (By Ms. Blend) Miss Igoe, was AEP Ohio
12 Exhibit 1 prepared by you or under your direction?

13 A. Yes.

14 Q. Do you have any changes, modifications or
15 additions to your testimony at this time?

16 A. No.

17 Q. If I were to ask you the same questions
18 found in your testimony today, would your answers be
19 the same?

20 A. Yes.

21 Q. I have a few additional questions
22 regarding issues raised by Complainants during their
23 case in chief that I'd like to go through with you.
24 The first relates to the document that has been
25 admitted as Complainant Exhibit A.

1 MS. BLEND: May I approach, your Honor?

2 EXAMINER WILLIAMS: You may.

3 Q. (By Ms. Blend) Miss Igo, I hand you a
4 copy of a document labeled Complainant Exhibit A and
5 if you could for the record identify that record.

6 A. This appears to be the mailing that was
7 sent to the Youngs, "Your New Smart Meter, Not Just A
8 Pretty Face."

9 Q. And are you aware in your role in the
10 Regulatory Department of AEP Ohio whether the Staff
11 of the Public Utilities Commission of Ohio reviewed
12 that mailer before AEP Ohio began sending it to
13 customers?

14 A. Yes. As part of our deployment, we
15 worked closely with Staff on developing customer
16 communications, notifications and things of that
17 nature. It's part of our standard course.

18 Q. Thank you. If you'll turn to the second
19 document that I placed before you which has been
20 admitted as Young Exhibit D.

21 A. Yes, the opt out information.

22 Q. Yes. If you'll turn to the second to
23 last page of that document. I'm sorry, it's the
24 third to last page of that document.

25 A. Yes.

1 Q. Can you please identify for the record
2 what that page is.

3 A. That page is the AMI Opt Out Customer
4 Acknowledgment.

5 Q. And, again, in your role in the
6 Regulatory Services for AEP Ohio, are you aware
7 whether an AMI Acknowledgment Form was provided by
8 AEP Ohio to Commission Staff and reviewed by
9 Commission Staff?

10 A. I believe that it was. This particular
11 Acknowledgment was probably shared with Staff at -- a
12 long time ago. Our department works closely with
13 Staff on many issues, and there are more than one
14 occasion where Staff may agree with a communication
15 at one point and then make suggestions or
16 alterations, make suggestions to alter at other
17 times.

18 So as a result of discussions with Staff
19 over the past few months, this is no longer the
20 current Acknowledgment. The current Acknowledgment
21 that is approved and used by AEP Ohio is different
22 than this one right here.

23 Q. How did the current Acknowledgment change
24 from the Acknowledgment included in Young Exhibit D?

25 A. The indemnification language, which is

1 primarily the second paragraph, has been removed.

2 Q. And why did the Company decide to remove
3 that language from the Acknowledgment Form?

4 A. Largely in part because of direction from
5 Staff, and it is also our opinion that any
6 protections that AEP would require are covered with
7 our terms and conditions of service.

8 Q. When you reference the terms and
9 conditions of service, you're talking about the terms
10 and conditions of service in AEP's tariff?

11 A. I apologize, yes.

12 Q. That's been referred to in this case as
13 PUCO 20?

14 A. That's right.

15 Q. Did AEP Ohio eliminate the
16 indemnification language from the Acknowledgment
17 Form, a copy of which the old version was attached or
18 included in Exhibit D, as a result of settlement
19 negotiations with the Youngs in this case?

20 A. No.

21 Q. I also have placed before you what has
22 been admitted as Young Exhibit H.

23 A. This?

24 Q. Yes. Could you please identify that
25 document?

1 A. This looks like a screenshot of a map
2 with a URL having to do with AEP Ohio's smart meter
3 installation.

4 Q. Does this document represent -- let me
5 ask it differently. Does this document show where
6 the Youngs' designated meter reading route is?

7 A. No.

8 Q. So to say it differently, could someone
9 looking at this document identify what the Youngs'
10 designated meter reading route is?

11 A. No, there's no meter reading routes nor
12 circuits listed on the map. It's more like a heat
13 map kind of showing areas that either have already
14 been fully installed, are in process or -- there's an
15 area that's marked out of the project, so it does not
16 give the detail for a number of reasons, but it would
17 be impossible to tell by looking at this map what
18 anyone's meter read route is or their circuit. I'm
19 not even 100 percent sure -- I don't even know if you
20 can get to their street.

21 Q. And could you tell, could one tell from
22 this map whether 85 percent of the meters on the
23 Youngs' designated meter reading route had been
24 switched to AMI or AMR?

25 A. No.

1 Q. Do you recall testimony -- you've been in
2 the room for the hearing so far today, correct?

3 A. That's correct.

4 Q. Do you recall testimony from Mr. Young
5 regarding Section 2 of paragraph 16 of the terms and
6 conditions of service in AEP Ohio's tariff related to
7 their requirement that 85 percent of customers on a
8 designated meter reading route have AMI or AMR before
9 an AMI opt out fee is charged to a customer?

10 A. That's right.

11 Q. What is the status of AMI or AMR
12 deployment on the Youngs' designated meter reading
13 route?

14 A. My understanding is that the deployment
15 is nearly 100 percent if you don't count Mr. Young
16 who is an opt out, but deployment is over in that
17 area.

18 Q. So has AEP Ohio deployed AMI or AMR
19 meters to 85 percent or more of the non-opt out
20 customers on the Youngs' designated meter reading
21 route?

22 A. Yes.

23 Q. When did AEP Ohio hit the 85 percent
24 threshold for that route?

25 A. In October of 2018.

1 Q. Have the Youngs been charged an AMI opt
2 out fee by AEP Ohio to date?

3 A. No.

4 Q. Do you recall testimony from Mr. Young
5 earlier regarding AEP Ohio's opt out meter or digital
6 non-emitting meters' communication capability?

7 A. Yes, I heard his testimony.

8 Q. You mention in your Direct Testimony on
9 Page 1 that before joining the Regulatory Services
10 part of AEP Ohio, you were a member of the gridSMART
11 team?

12 A. I was, yes.

13 Q. While a member of the gridSMART team,
14 were you involved in issues regarding AMI opt out?

15 A. Yes.

16 Q. Do you have knowledge and expertise
17 regarding the opt out meter that AEP Ohio installs in
18 Ohio?

19 A. Yes, I was part of the RFP process also.
20 So in that role, I not only managed the RFP, I
21 assisted with reviewing specifications. I developed
22 the tool that we used to do like an apples to apples
23 comparison of the available technology, price and
24 everything that goes with that. So yes, I became
25 very familiar.

1 I was part of the team that made the
2 selections and then negotiated the contract and
3 worked closely with members of the legal department
4 to draft the contract.

5 Q. Thank you. Are you aware whether -- when
6 I use the term opt out meter, you understand that I'm
7 referring to the digital non-emitting meter?

8 A. Yes.

9 Q. You're familiar with the document that's
10 marked Exhibit J?

11 A. I am.

12 Q. The meter on the right-hand side of that
13 document, the right-hand column of that document,
14 could you identify which meter that is, whether it's
15 the opt out or the non-opt out.

16 A. The white face meter on the right is the
17 opt out meter. The digital non-emitting meter, the
18 one on the left, is the AMI meter.

19 Q. Does the digital non-emitting meter
20 communicate?

21 A. No.

22 Q. Is the digital non-emitting meter capable
23 of providing two-way communication?

24 A. No.

25 Q. You heard some testimony earlier from

1 Mr. Young regarding a 232 Optocom port; do you recall
2 that testimony?

3 A. Yes.

4 Q. Is the 232 Optocom port capable of
5 providing two-way communication?

6 A. No.

7 MR. YOUNG: Objection, your Honor. The
8 witness isn't providing expert testimony.

9 MS. BLEND: Yes, she is.

10 EXAMINER WILLIAMS: I'm going to overrule
11 the objection and allow the witness to testify in
12 regard to her capacity in the Company.

13 Q. (By Ms. Blend) Miss Igo, how many years
14 were you a member of the gridSMART team?

15 A. I think six years. And then also in my
16 current role, I continue to be, while not a formal
17 member of the team, I've been deeply involved with
18 phase 2 in terms of continuing to work with opt out,
19 work on customer communications.

20 I facilitate the communication going
21 through the Commission. I worked with the Commission
22 on making some changes to our current -- the opt out
23 policy that was and is now implemented, so I don't
24 know that I would say I'm all the way off the team
25 even still, to be honest with you.

1 Q. And you have previously provided expert
2 testimony in cases before this Commission regarding
3 the communication capabilities of the Company's
4 digital non-emitting meters?

5 A. Yes, I have.

6 Q. And that testimony you provided as
7 testimony was admitted into the record in those
8 cases?

9 A. That's right.

10 Q. So based on your expertise on this issue,
11 can an Optocom port, the 232 Optocom port, collect
12 usage data?

13 A. No.

14 Q. Has Staff of the Public Utilities
15 Commission of Ohio reviewed AEP Ohio's opt out or
16 non-emitting meter selection?

17 A. Yes.

18 Q. So Staff has evaluated -- to your
19 knowledge, has Staff evaluated whether the digital
20 non-emitting meter that the Company currently
21 installs communicates? Have they evaluated whether
22 it communicates?

23 A. They have evaluated. They have concluded
24 that it is an opt out meter that is not capable of
25 two-way communications. Is that what you mean?

1 Q. Yes. You heard some testimony and you
2 just stated a moment ago that AEP Ohio's position
3 regarding its opt out program has changed in the year
4 or so since the Youngs filed their complaint in this
5 case?

6 A. That's correct.

7 Q. And you talked already about the
8 Acknowledgment Form and the changes to the
9 Acknowledgment Form. Have there been other changes?

10 A. Yes, the other significant change to our
11 opt out process is that in select cases, there are
12 customers that are allowed to keep their current
13 meter, their analog meter which is the more
14 traditional, the -- the dial meter. That was at the
15 suggestion of Staff.

16 It was understood and it was explained to
17 us by Staff that while they understood that there's a
18 very limited universe of analog meters out there,
19 that we are hanging on to a few, allowing a few
20 customers to keep their analog meters, but when those
21 analog meters no longer function, then they would be
22 replaced with a digital non-emitting meter at that
23 time.

24 Q. So since the Youngs filed their complaint
25 in this action, the Company's now willing under

1 certain circumstances to allow a customer with a
2 functioning analog meter to keep their analog meter?

3 A. That's right.

4 Q. Was that change in the Company's position
5 the result of the settlement discussions with the
6 Youngs?

7 A. No.

8 Q. Do you recall testimony earlier regarding
9 the \$24 per month AMI opt out fee included in the
10 Company's tariff?

11 A. Yes.

12 Q. Do you recall testimony from Mr. Young
13 earlier regarding the reference to a \$25-per-month
14 fee in the AMI opt out correspondence that is in
15 Young Exhibit D?

16 A. That's right, yes.

17 Q. Are those two different charges?

18 A. No, the opt out -- well, the \$24 monthly
19 fee is what's charged to an opt out customer that
20 covers the cost -- partially covers the cost involved
21 with providing opt out service.

22 Q. To ask it differently, is the \$24 a month
23 charge referenced in Young Exhibit D a different or
24 additional charge beyond the \$24 per month tariff
25 charge?

1 A. No, it's the same. That is the charge.

2 Q. So the reference in Young Exhibit D is to
3 the same charge, \$24 charge in the tariff?

4 A. Yes. When we send out these customer
5 communications, it's meant to be a more customer
6 friendly or regular person digestible language as
7 opposed to tariff language which can be not as
8 customer friendly.

9 Q. I asked you earlier whether the Staff of
10 the Commission reviewed the AMI Acknowledgment Form
11 that's included in that packet of information that's
12 Young Exhibit D. Did Staff review the cover letter
13 that is on the first couple pages of that exhibit?

14 A. Yes.

15 Q. Did they review that document prior to
16 the Company beginning to send it to its customers?

17 A. Yes.

18 MS. BLEND: Thank you. We have no more
19 questions at this time and the Company moves for
20 admission of AEP Exhibit No. 1.

21 EXAMINER WILLIAMS: Thank you. At the
22 outset, before you begin cross-examination, I think
23 it's important that you're aware of rulings regarding
24 two matters. One, the Bench probably should have
25 taken under advisement Miss Igo's qualifications

1 before determining the purpose and basis of her
2 testimony. Miss Igo is deemed to be an expert in AMI
3 and AMR equipment, and so as you're asking questions,
4 recognize she's deemed an expert in regard to the
5 testimony she has laid out.

6 MR. YOUNG: I object to the testimony,
7 your Honor.

8 EXAMINER WILLIAMS: Let the Bench finish,
9 please. Secondly, you had filed what you termed
10 responses to, quote, Direct Testimony of Miss Igo,
11 and you filed that document on September 3rd. And
12 the Bench and the Commission has reviewed the
13 concerns you had regarding Miss Igo's testimony. It
14 is overruling the objections to her testimony.

15 So I want to make sure you're aware as
16 you cross-examine her, her testimony up to now is
17 deemed to be expert in nature and deemed to be
18 admissible both in terms of what she provided here
19 verbally, as well as what she provided in her
20 prefiled statement. That way you have a chance to
21 ask her any questions that you want to ask with
22 breadth regarding the nature of her testimony with
23 those rulings in mind. Does that make sense?

24 MR. YOUNG: This is additional testimony
25 to the initial testimony filed?

1 EXAMINER WILLIAMS: Correct. But as
2 you're asking questions, I want you to know that the
3 objections you came in with have been overruled and
4 so you're able to ask questions and get at any
5 questions of credibility or fact that you want to get
6 at because obviously up to now her testimony is
7 coming in. With that, you can proceed to
8 cross-examine.

9 MR. YOUNG: You can ask the questions.

10 - - -

11 CROSS-EXAMINATION

12 By Mrs. Young:

13 Q. Thanks for being here. Miss Igo, is
14 there any other electrical utility provider at our
15 address?

16 MS. BLEND: Object to the question.

17 A. Do you mean --

18 EXAMINER WILLIAMS: I'm going to go ahead
19 and initially overrule the objection. Let's let
20 Miss Igo get to an understanding of the question and
21 attempt to provide a response.

22 A. I'm not sure what exactly you mean by....

23 Q. Electrical utility provider.

24 EXAMINER WILLIAMS: I guess, is there an
25 alternative to AEP?

1 THE WITNESS: There are several. If
2 she's talking about generation, yes, there's several.

3 MRS. YOUNG: Utility.

4 EXAMINER WILLIAMS: So now we're in an
5 area that's probably beyond the immediate
6 understanding of a layperson, so in terms of
7 generation, we understand there are a multitude of
8 generation providers. In terms of distribution, is
9 AEP the only choice that this customer has?

10 THE WITNESS: Typically, yes. I'm sure
11 that the Commission's aware, and I'm not aware of
12 where the boundaries are, but sometimes there are
13 co-ops and other adjacent utilities that are able to
14 provide service. So I don't know at this particular
15 address. Based on the heat map, it looks like it's
16 all AEP territory, but I could -- I don't want to be
17 inaccurate.

18 EXAMINER WILLIAMS: That's fair. In an
19 effort to help this along, the response, it appears
20 to be as though AEP is your sole choice, but she's
21 not entirely clear given the information she has.

22 Q. (By Mrs. Young) Thank you. Are -- all
23 services provided by AEP generally result in
24 disconnection if a customer fails to pay?

25 A. I'm not sure I understand your question.

1 Are all....

2 Q. Services provided by AEP generally --
3 they result in disconnection if they fail to pay?

4 A. AEP has the ability to disconnect for
5 nonpayment customers for tariffed charges if they
6 don't make payment or satisfactory payment
7 arrangements after they've been given proper notice
8 and the proper amount of time has been.

9 Q. Would that be for all services that AEP
10 provides?

11 A. For all services that AEP Ohio provides,
12 distribution services could be disconnected, yes.

13 Q. Okay. Generally does AEP consider their
14 customers current with the PUCO rules and laws?

15 MS. BLEND: Objection. Vague.

16 EXAMINER WILLIAMS: I'm going to sustain
17 the objection. Can you elaborate?

18 Q. (By Mrs. Young) Does AEP generally
19 consider their customers' as detailed individuals?
20 You just made reference to that you made a new
21 document to make it more consumer friendly. Would
22 you consider them detailed?

23 MS. BLEND: Objection to the
24 generalization and still vague.

25 EXAMINER WILLIAMS: And, again, I want to

1 allow you to ask meaningful questions --

2 Q. (By Mrs. Young) I get it. Does AEP sell
3 an opt out service for customers who do not want a GE
4 Aclara 210+c meter?

5 A. Are you asking if we provide opt out
6 service?

7 Q. Does AEP sell an opt out service for
8 customers who do not want a GE Aclara 210+c meter?

9 MS. BLEND: I'll object to the continued
10 use of the word "sell" in response to a clarifying
11 question by Miss Igo that used the word provide. I
12 don't know if Miss Young is trying to make a
13 distinction between the two, but to the extent she
14 is, I'll object as vague.

15 EXAMINER WILLIAMS: I'm going to sustain
16 the objection, but I'm going to ask in the interest
17 of helping the case presentation, so the options for
18 AEP customers are as modified, you can keep your
19 traditional analog meter or you can go to the two-way
20 interfacing meter, the radio frequency meter, or this
21 interim option which is a digital non-emitting meter;
22 is that your testimony?

23 THE WITNESS: Those are the three meter
24 options, but there is also the option of moving the
25 metered service at the customer's expense if we

1 wanted to be --

2 EXAMINER WILLIAMS: Please elaborate on
3 that. We're trying to get a full record.

4 THE WITNESS: Another option for someone
5 who is objecting to an AMI meter on their home is to
6 move the metered service to another metering point at
7 the customer's expense. I would also just like to
8 reiterate the opportunity to retain the analog reader
9 is for limited folks and is only until that meter no
10 longer functions in accordance with the rules.

11 EXAMINER WILLIAMS: I don't know if that
12 helped answer your question, but if not, you're
13 encouraged to... You're welcome to confer as often
14 as you want, I'll certainly allow you to ask
15 questions. I don't want to go back and forth between
16 you two.

17 Q. (By Mrs. Young) Is the opt out service a
18 new service provided by AEP?

19 A. Is the opt out service a new service?
20 No. Since we began deployment even with phase 1,
21 there was the ability to opt out. At the very
22 infancy of the program, the PUCO had not determined
23 the opt out fee. So at that time, when a customer
24 opted out, we would inform them.

25 And that's one of the reasons the

1 Acknowledgment came about in the first place is
2 because we wanted to make sure that they understood
3 that when the Commission provided what that opt out
4 fee was going to be, that opt out fee would be
5 required to be paid, but back in 2010, the Commission
6 hadn't determined the fee.

7 Q. But discounting the fee language, is the
8 opt out service a new service that AEP provided
9 before 2010?

10 A. We began providing opt out service when
11 we began our AMI deployment.

12 Q. So it was a new service for AEP at that
13 time?

14 A. Yes.

15 Q. And that was 2010?

16 A. I believe it was around 2010 because
17 that's when our AMI deployment began. I'm not aware
18 if there were earlier AMR deployments prior to 2010
19 where there may have been opt outs, but we definitely
20 had an opt out when we began AMI.

21 Q. But it was considered a new service?

22 A. I don't know what you mean by new
23 service.

24 MS. BLEND: Objection. Asked and
25 answered.

1 EXAMINER WILLIAMS: I'll allow her to go
2 forward.

3 Q. (By Mrs. Young) Was this new opt out
4 service approved by the PUCO 20 tariff application?

5 A. We were -- I don't have the terms and
6 conditions of service back in 2010 in front of me,
7 but when we began deploying AMI, as part of that
8 approval, we had to offer an opt out option and that
9 is what happened.

10 Q. Was that litigated through --

11 A. It was a stipulation.

12 MS. BLEND: Your Honor, I'm going to
13 interpose an objection at this time. We've gone very
14 far afield of the scope of this proceeding which
15 relates to the Company's currently approved AMI
16 tariff which I think there's no dispute is an
17 approved tariff in the Company's tariff at this time.

18 So I object to the continuing questioning
19 regarding -- I guess it's almost like a memory test
20 to Miss Igo of events that may have occurred ten plus
21 years ago.

22 EXAMINER WILLIAMS: I appreciate that.
23 I'm going to technically overrule your objection
24 because I think a little bit of history may be
25 helpful or satisfactory to Complainants, but

1 obviously, Miss Igo, it's permissive to have some
2 memory concerns or lapses regarding issues not
3 necessarily before this Commission today and that are
4 also eight, nine, ten years old.

5 Q. (By Mrs. Young) Can you explain the
6 process in which AEP would opt out a customer when
7 opt out is requested?

8 A. AEP's current process, if a customer
9 expresses a desire to opt out, is similar to the
10 process that you went through, and that is we would
11 make -- our gridSMART team would make contact with
12 the customer and discuss with them their options,
13 maybe discuss with them the available technology and
14 even share information. Sometimes there could be
15 understanding.

16 We have learned that sometimes folks want
17 to opt out because they don't understand the
18 technology. And once they provide information and
19 some understanding, they no longer wish to incur the
20 cost and they go ahead and accept the AMI meter.

21 If the customer still would like to opt
22 out, they are sent the opt out letter with the new
23 Acknowledgment Form now, but with an Acknowledgment
24 Form, and they are required to return the signed
25 Acknowledgment Form. And then after they return the

1 signed Acknowledgment Form, arrangements are made to
2 have a digital non-emitting meter placed on their
3 home.

4 And then when appropriate, after there's
5 been an appropriate amount of saturation of
6 installation, the meter feed would go -- or the
7 \$24 monthly fee would then be placed on their bill.

8 Q. Are there identifying markers placed on
9 customers' accounts if they request opt out service?

10 A. What do you mean by identifying markers?

11 Q. Red flagged.

12 A. Red flagged for what? There's a note on
13 the account that this is an opt out premises so they
14 are not to install an AMI or AMR meter. Is that what
15 you mean?

16 Q. So when would that have taken place
17 then --

18 A. When a customer --

19 Q. -- when you're putting that marker on
20 that they have an opt out?

21 A. It's a note that's placed on the account.
22 A note is placed on the account when we receive the
23 opt out information. That's how a meter installer
24 would know not to install an AMI meter.

25 Q. When was that timeframe?

1 Has that policy changed recently or was
2 that policy in effect in August of 2018?

3 A. That has not changed.

4 Q. Is there a specific department designated
5 for opt out customers?

6 MS. BLEND: Objection. Vague.

7 EXAMINER WILLIAMS: To the extent you're
8 able to answer the question as phrased, please do.
9 If not, we'll ask for further clarification.

10 A. If what you're asking, if there are
11 specialists that work with folks to explain the
12 technology and help them with the opt out process,
13 yes, we have some designated specialists that work in
14 that area, but as we continue with deployment, all
15 employees are learning about AMI.

16 And even our call center is aware that if
17 someone calls with concerns about AMI and seem to
18 indicate they may want to opt out, they would be
19 forwarded to the gridSMART team so they could talk to
20 them about the technology and the process because it
21 is more specialized.

22 Q. And Miss Igo, what you just stated as far
23 as your internal policy or procedures, where do you
24 think it went awry with our case?

25 MS. BLEND: Objection. Argumentative.

1 EXAMINER WILLIAMS: I'm going to sustain
2 the objection, if you could rephrase the question.
3 Do you have concerns regarding....

4 Q. (By Mrs. Young) I'll rephrase that.
5 Miss Igo, why weren't we able to opt out on August
6 the 20th?

7 MS. BLEND: Objection. Misstates facts
8 in evidence.

9 EXAMINER WILLIAMS: I'm going to overrule
10 the objection. I think the question is -- goes
11 toward the history of the opt out opportunities and
12 the chronology of opt out in regard to the cases
13 before us. So to the extent you have any additional
14 clarifying testimony, please elaborate.

15 A. I would -- I wouldn't say that it has
16 gone awry. I think that you called and indicated
17 that you didn't want an AMI meter and you don't have
18 an AMI meter. I think that our internal policies --
19 our then current policies were followed. You
20 received the opt out information. You did not return
21 the signed Acknowledgment Form because you had
22 concerns with it. And shortly thereafter, you filed
23 an informal complaint, and after that, filed a formal
24 complaint. While those complaints have been pending,
25 there's been no attempt -- no further attempt to

1 place an AMI meter on your home, so....

2 Q. So in November when we interpret Laura in
3 coming to our home stating if we don't get something
4 done in 24 hours, we will have a smart meter on our
5 property --

6 MS. BLEND: Objection, hearsay, your
7 Honor. That testimony regarding what Laura
8 supposedly said in November 2018 was expressly
9 excluded from Mr. Young's testimony earlier.

10 EXAMINER WILLIAMS: I am going to sustain
11 the objection. I'm going to assist. The question is
12 between August when the mailer went out and November,
13 did anything happen, and then what communications
14 with the customer occurred in November?

15 THE WITNESS: I'm not sure who arrived at
16 the property or what was said.

17 EXAMINER WILLIAMS: The arrival of the
18 technician in November was in response to what?

19 THE WITNESS: I would assume it was part
20 of deployment. I would have to look at the different
21 timelines about whether -- to see -- to try to
22 interpret.

23 EXAMINER BULGRIN: To shortcut this a
24 little bit, if they had returned the card, then they
25 would not have been getting an AMI deployment?

1 THE WITNESS: That's right.

2 EXAMINER BULGRIN: So it's basically
3 their objection to the indemnification form, that's
4 what --

5 THE WITNESS: That was communicated to
6 the rep. The rep left without installing and things
7 have continued since that time.

8 EXAMINER WILLIAMS: Okay, thank you.

9 Q. (By Mrs. Young) Within the Acknowledgment
10 that was sent to us, are there terms, referring to
11 PUCO 20, Advanced Meter Opt Out, are those terms
12 stated within that Acknowledgment?

13 A. Is the tariff stated within the
14 Acknowledgment?

15 Q. PUCO 20 Advanced Meter Opt Out.

16 A. I'm not sure what you're getting at. If
17 what you're asking is is the \$24 monthly fee included
18 in the Acknowledgment, then the answer is yes.

19 Q. When a customer signs the Acknowledgment
20 that was sent to us, would they have been purchasing
21 the service of nonstandard digital meter also?

22 MS. BLEND: Objection. Vague.

23 Q. If we're signing for opt out and we're
24 also being asked to sign up for a nonstandard digital
25 meter within the Acknowledgment that was sent to us

1 which is a service provided by AEP, that's my
2 question, if we signed the Acknowledgment, would we
3 also -- would we be asking for opt out and asking for
4 service of nonstandard digital meter?

5 MS. BLEND: I'm sorry, objection, your
6 Honor --

7 EXAMINER WILLIAMS: Let me rule on your
8 objection and that might help us. I'm going to
9 sustain the objection. I'm also going to allow the
10 question which appears to be what was the impact of
11 signing the opt out document that existed in August
12 of 2018 and how, if at all, has that changed from
13 signing an opt out document today?

14 MR. YOUNG: That's not the question I
15 asked, sir.

16 Q. (By Mrs. Young) What I asked was when
17 they sent the Acknowledgment to us, they were asking
18 three things. They were asking us to assume
19 liability; is that correct, Miss Igo?

20 A. The way you're using liability, I'm going
21 to say it's not correct. This is standard language
22 that is also in our terms and conditions that is
23 limiting what we would be -- well, limiting what we
24 would be requesting indemnification to your actions
25 in terms of wanting the nonstandard metering

1 equipment.

2 The reason it's called nonstandard is
3 because our standard meter is the AMI meter or, in
4 essence, an AMR territory which in those instances
5 would be an AMR meter. So this is limited to
6 anything that could happen at your place because
7 you're choosing to have nonstandard equipment.

8 Q. I want to go back, but I'd like to come
9 back to that statement, but I'll go back again within
10 the Acknowledgment that was sent to us. We are
11 asking to opt out which in AEP's opinion, that fee is
12 approved at \$24; is that correct, Miss Igo?

13 A. Is it correct that the \$24 monthly fee is
14 approved by the PUCO, yes.

15 Q. What I'm asking is, is when I signed
16 that, am I allowing or telling AEP to opt me out and
17 charge me \$24 for the approved fee?

18 A. You are -- you are requesting -- you are
19 requesting service under the opt out. You're
20 requesting opt out service and you're acknowledging
21 that as part of the opt out service, you will be
22 charged \$24.

23 Q. Okay. But within that opt out service
24 that I'm signing for, I'm also requesting of AEP for
25 the purchasing of service of a nonstandard digital

1 meter; is that correct?

2 MS. BLEND: Objection, your Honor. This
3 is still vague. I don't know if Miss Young is trying
4 to ask if someone signing up for opt out service and
5 something additional called non-emitting digital
6 meter service, I don't know if that's the question
7 but --

8 EXAMINER WILLIAMS: I'll sustain that
9 objection. So, I mean, could you elaborate on what
10 your question is.

11 Q. (By Mrs. Young) Miss Igo, do you have a
12 copy of that Acknowledgment in front of you?

13 A. I do.

14 MRS. YOUNG: Can I come closer so I can
15 just point to it?

16 EXAMINER WILLIAMS: Sure.

17 Q. (By Mrs. Young) Then I'll ask you to read
18 it so we understand what we're talking about. So on
19 Page 1 --

20 A. The cover letter?

21 Q. The cover letter. This paragraph that
22 starts with, "If you would like to proceed with
23 installation of a smart meter, you may disregard this
24 letter," and then it says, "In order to complete your
25 request for a nonstandard digital meter...", so the

1 customer would be requesting a nonstandard digital
2 meter service, correct?

3 A. They're requesting to receive service
4 under the opt out provision as part of the opt out
5 provision with the exception that we've discussed at
6 the encouragement of Staff, that is new, they would
7 then get a nonstandard digital meter as part of their
8 opt out service.

9 Q. Can you repeat that? I'm a little
10 confused what you're saying because I'm only asking
11 about the Acknowledgment that was sent to us.

12 MS. BLEND: And that question was asked
13 and answered, your Honor. If Miss Young would like
14 the answer reread by the court reporter.

15 EXAMINER WILLIAMS: I think it has been
16 asked and answered.

17 Q. I didn't hear if that's a yes or a no.
18 Am I requesting digital -- it's a yes or no question.
19 By signing that Acknowledgment, am I purchasing
20 service of a nonstandard digital meter?

21 MS. BLEND: Objection. Asked and
22 answered.

23 EXAMINER WILLIAMS: The witness is
24 allowed to explain her response. I think she has
25 adequately explained --

1 Q. (By Mrs. Young) So would the
2 interpretation of the Commission be yes or no?

3 EXAMINER WILLIAMS: Please read the
4 response back.

5 (Record read.)

6 EXAMINER WILLIAMS: So the response was
7 that signing the waiver would put them into the
8 nonstandard metering.

9 Q. Is every -- is there an Acknowledgment
10 sent to every AEP customer requesting opt out
11 service?

12 A. There is. The Acknowledgment that is now
13 sent is different than the Acknowledgment that was
14 sent to you in 2018.

15 Q. How many nonstandard digital meters does
16 AEP have active in Ohio?

17 A. How many nonstandard digital meters?
18 This is going to be a ballpark. As of July when we
19 filed our AMI report, I believe there was
20 approximately 390.

21 Q. 390?

22 A. That's to the best of my recollection.

23 Q. Not opt out customers. All nonstandard
24 digital meters.

25 MS. BLEND: Objection. Vague in that

1 we're again defining non-opt out and nonstandard
2 digital meter as the same thing.

3 EXAMINER WILLIAMS: Why don't you go
4 ahead and explain that 390 and what that is and how
5 you know that number.

6 A. To my best recollection, the number of
7 opt out customers we have is around 390 when we filed
8 our annual report, our annual AMI report. And of all
9 of those opted out, I believe there may be -- if you
10 include the Youngs, off the top of my head, I can
11 think of four people that have analog meters, give or
12 take. So our opt out rate is extremely low. And the
13 number of people that we've allowed to maintain
14 analog meters is even lower than that.

15 Q. Does AEP deploy nonstandard digital
16 meters that are not opt out customers?

17 A. No.

18 Q. So there is no nonstandard digital meters
19 other than for opt out customers?

20 A. Not in the areas that we've deployed, if
21 you're asking me.

22 Q. I said in the State of Ohio.

23 A. You asked if we deployed, so we're not
24 actively deploying nonstandard equipment with the
25 exception of opt out customers. Now, we are still

1 deploying AMI, so there are still some analog meters
2 out there in phase 2 that have not yet been deployed.

3 I believe we're slated to be fully
4 deployed with phase 2 at the end of this calendar
5 year, give or take. And then we also have phase 3 on
6 the books, we've filed for that, although phase 3 is
7 largely AMR and very -- I'm not aware of the
8 percentage that may be analog there. So is that what
9 you're asking me?

10 Q. What I'm asking is, are there nonstandard
11 digital meters in operation in the State of Ohio, and
12 are opt out customers only -- are those customers the
13 only customers who have digital meters that have to
14 sign an Acknowledgment?

15 EXAMINER WILLIAMS: Again, I want to make
16 sure Miss Igo has clarified that AMI/AMR is not
17 universal across the entire State of Ohio yet, but in
18 regard to where AMI or AMR is being deployed, is that
19 the question you're interested in?

20 MRS. YOUNG: No.

21 Q. (By Mrs. Young) What I'm trying to say
22 is, they're digital meters, AEP has digital meters,
23 correct?

24 A. Yes.

25 Q. That is throughout the State of Ohio?

1 A. I'm going to disagree with your
2 characterization throughout the State of Ohio. We
3 have largely AMI and AMR. Because we are almost
4 through deployment of phase 2, which we will be at
5 nearly a million meters, 900 and some odd thousand
6 meters at AEP Ohio territory that would be AMI.

7 And then we will have aside from opt outs
8 at the end of the year, the only remaining non-AMI
9 meters will be those that are in phase 3. So I would
10 disagree that we have just digital meters throughout
11 the State of Ohio.

12 Q. So what you're saying is is there's no
13 digital meters except for where the opt outs are?

14 A. I didn't say there was no. I said I
15 disagree with your characterization that it's
16 throughout the State of Ohio.

17 Q. I guess I was trying to bring in the
18 broadness of it because --

19 A. Exactly. You're overbroad. There's a
20 very narrow -- the thing of it is, is that throughout
21 the State of Ohio --

22 EXAMINER WILLIAMS: Let me ask -- and I
23 appreciate and certainly I wanted to let you get to
24 points you want to make in this -- so there are
25 roughly a million meters deployed in phase 1 and

1 phase 2 at this point in time?

2 THE WITNESS: Yes. I think it's a little
3 less than that, yes.

4 EXAMINER WILLIAMS: Is phase 3 the ending
5 phase?

6 THE WITNESS: Yes.

7 EXAMINER WILLIAMS: And how many meters
8 roughly are at issue if you know, and you're not
9 required to know.

10 THE WITNESS: A few hundred thousand, I
11 believe.

12 EXAMINER WILLIAMS: Of those, there are
13 390 customers who have opted out until now?

14 THE WITNESS: Yes, 'ish.

15 EXAMINER WILLIAMS: If that helps your
16 question. We're nearing the end of....

17 MRS. YOUNG: I understand. What I'm
18 trying to reiterate, when you say AMI/AMR and then
19 there's the Acknowledgment that we were asked to
20 sign, which is nonstandard digital meter service, my
21 understanding is there are digital meters out there
22 where customers were not asked to sign an
23 Acknowledgment.

24 And that's where I was trying to ask
25 Miss Igo, in information that was given to us early

1 on, that there were other nonstandard digital meter
2 customers that were not asked to sign an
3 Acknowledgment not to do with the opt out. What I'm
4 pointing out or trying to ask Miss Igo, within that
5 Acknowledgment that was sent to us, we were being
6 asked to sign up for that service.

7 And I'm trying to ask that in a question
8 because if there's other customers who had digital
9 meter -- digital meters and don't sign that
10 Acknowledgment, what we're asking Miss Igo is, is
11 there a difference between that customer and us, an
12 opt out customer.

13 EXAMINER WILLIAMS: Just to clarify to
14 save you an objection here, I think the question
15 would be, as part of the contemplated three phase
16 rollout, would there be additional customers who
17 would continue to have non-AMI/AMR meters who have
18 not opted out? Is that a recap of your question?

19 MRS. YOUNG: Yes, thank you.

20 THE WITNESS: No, once phase 3 is
21 complete, AEP will be all AMI except for those who
22 have opted out. And anyone who has opted out would
23 have gone through the opt out process. And part of
24 that opt out process would be to sign an
25 Acknowledgment. That's our current process.

1 EXAMINER WILLIAMS: Okay, thank you.

2 Q. (By Mrs. Young) Miss Igo, you were
3 talking about conditions to keep an analog meter.
4 Can you describe those conditions?

5 A. Well, there have been a few cases like
6 yourself who are very passionate about keeping the
7 analog meter. And in those instances, at the PUCO
8 Staff's request, where we can we're allowing those
9 customers to maintain their analog meters so long as
10 it is functioning properly and registering within
11 tolerances as required. Staff is aware that
12 there's -- there's a limited amount of folks that are
13 anticipated to want to keep their analog meter, and
14 that once they're gone, they're gone, so to speak.

15 MRS. YOUNG: Thank you.

16 EXAMINER WILLIAMS: Mr. Young, again, in
17 the interest of being as fair as possible, I do
18 appreciate that you guys have not gone back and
19 forth, if you have any questions that have not
20 already been addressed, I'll allow you to ask
21 Miss Igo those questions.

22 MR. YOUNG: Thank you, your Honor.

23 - - -

24 CROSS-EXAMINATION

25 By Mr. Young:

1 Q. Thanks for being here, Miss Igo. The
2 Acknowledgment that you're referring to as our
3 exhibit, at the last page of it where the signature
4 is required --

5 A. Yes.

6 Q. -- after it's read and understood, what's
7 it say after read and understands?

8 MS. BLEND: Objection.

9 EXAMINER WILLIAMS: Mr. Young, the
10 document's already been admitted, it's already been
11 discussed. I'm not sure there's anything to be
12 gleaned from having --

13 Q. (By Mr. Young) Understood. "Customer
14 hereby acknowledges, understands and agrees to this
15 Acknowledgment, release and indemnification," do you
16 see that on the exhibit?

17 MS. BLEND: Objection. The same
18 objection. This is the exact same issue that you
19 just addressed, your Honor.

20 EXAMINER WILLIAMS: I appreciate that.
21 I'm going to overrule and see what direction
22 Mr. Young is going.

23 Q. (By Mr. Young) Do you see the last
24 sentence there above the signature?

25 A. I do.

1 Q. And would you say that this is an
2 agreement or an Acknowledgment?

3 A. I'd say it's an Acknowledgment.

4 Q. Do you see the word "agrees to"?

5 A. Uh-huh.

6 Q. Okay. And you say that you've changed
7 your current form?

8 A. Yes, sir.

9 Q. For folks who want to opt out?

10 A. That's right.

11 Q. Do you have that form with you today?

12 A. I do not.

13 Q. Can you tell us specifically what has
14 changed or what is still there or what the major
15 differences are?

16 A. The major differences are indemnification
17 language has been removed.

18 Q. What do you consider the indemnification
19 language?

20 A. The second full paragraph between the
21 first paragraph which discusses the \$24 monthly fee
22 and the third paragraph which says, "In order to
23 complete your request...."

24 Q. So on the -- what you're saying then on
25 your new form, you don't have the second paragraph at

1 all, and the remainder of the text within this
2 Acknowledgment --

3 A. I believe the words "release" and
4 "indemnification" have also been removed, but I'm not
5 a hundred percent certain on that without seeing it,
6 without having the form in front of me.

7 Q. Anywhere within this writing, do you --
8 is the word tariff anywhere in this writing?

9 A. No. Like I said, many of the things that
10 we send out to customers we try to make it more
11 customer friendly and less utility speak. And tariff
12 and schedules are terms customers don't typically
13 understand, so we don't include that. We find the
14 feedback we receive is that it's confusing.

15 Q. Do you know when the day is you changed
16 the Acknowledgment?

17 A. The exact date?

18 Q. Could be a ballpark.

19 A. I don't know if it was at the end of last
20 year or early this year.

21 Q. As far as the rest of the text in the
22 Acknowledgment, there's the opening letter of it
23 which tries to explain what the Company is asking for
24 and respond to what the customer is asking for. You
25 talk about the Acknowledgment changing. Is there

1 anything that changed on the first two pages other
2 than our personal account information?

3 Is there anything else that's changed on
4 the first page or the second page outside of the
5 agreement which would be the last page? You said you
6 changed the last page.

7 A. Yeah, I don't believe there's been any
8 tweaks to the first two pages.

9 Q. So on these first two pages also, there's
10 the word tariff doesn't show up?

11 A. That's right.

12 Q. We see the \$24 monthly fee. Is this
13 page, this first page, does it speak to when the
14 \$24 fee is going to be due?

15 A. No.

16 Q. On the second page does it speak in
17 reference as to when the \$24 fee will be due?

18 A. No. Unless it says it will be included
19 in the bill, so I guess by implication --

20 Q. It says, yeah, what I'm reading, once
21 your signed Acknowledgment has been received, you'll
22 be required to pay the \$24 monthly fee. So that's
23 kind of saying -- basically this paper is saying on
24 August 21st the Company sent this letter out to us
25 and so we have ten days to sign it and return it.

1 MS. BLEND: Objection, your Honor.
 2 Mr. Young is testifying. I didn't hear a question.
 3 He's already given his testimony on this document
 4 multiple times. I ask we strike the question and
 5 move on.

6 EXAMINER WILLIAMS: I'll sustain the
 7 objection. I think your question is did the document
 8 express --

9 MR. YOUNG: Your Honor, I'm trying to
 10 establish the conditions or the terms for the fee as
 11 to when it comes due and the --

12 EXAMINER WILLIAMS: I think Miss Igo has
 13 indicated the trigger for the fee would be the signed
 14 Acknowledgment; is that your testimony?

15 THE WITNESS: Well, it would be kind of
 16 twofold. We would expect the signed Acknowledgment
 17 which puts them into opt out, but we don't actually
 18 start charging the fee to customers that have opted
 19 out until their meter reading route has reached at
 20 least 85 percent saturation, and that is not
 21 described in the letter, but it is how it is applied.

22 Q. (By Mr. Young) Is there any reason you
 23 wouldn't describe that in the letter?

24 A. Yes.

25 Q. To your knowledge, why would you not?

1 Because --

2 A. I can answer the question.

3 Q. You're asking us to sign something and
4 agree to it. Why would you --

5 A. Do you want me to answer?

6 EXAMINER WILLIAMS: Okay, we're not going
7 to go back and forth like this. I think the response
8 has been given that the Company and the Commission
9 have worked together on providing language that was
10 viewed as being more easily interpreted, but I'll
11 allow you to clarify if you have any questions that
12 spring from that.

13 A. Right. When we send out customer --
14 information to customers, every minute thing is not
15 included because then it dilutes the message. So the
16 important -- in the view of not only the gridSMART
17 team but also the Commission and other stakeholders
18 was that it was important information that the
19 customer have that if they choose to opt out, that
20 they would have a fee, and that fee would be part of
21 the opt out service.

22 It was extremely important to us to make
23 sure that customers did not feel blindsided by that.
24 And that's why it is mentioned more than once. So do
25 we go into all the nitty gritty about how we

1 determined when the fees first go onto the bill and
2 that sort of thing? No, because in our opinion and
3 in -- I don't want to speak for Staff, but no one
4 raised that as being a concern, otherwise, it would
5 be in the letter because when we work with Staff on
6 these types of customer communications, it's very
7 common for Staff to say, hey, we'd like to see you
8 include language or change this language and we do
9 that.

10 If we feel strongly about something,
11 we'll work through to a compromise to the language.
12 What we felt was the most important thing to get
13 across here was, hey, you're going to have a fee, are
14 you sure you want to do this.

15 Q. So we have two conditions which is when
16 and on the second condition which you were describing
17 which would then relate back to PUCO 20, how would a
18 customer be able to understand the meter reading
19 route and when that 85 percent threshold would kick
20 in? How would your customers be able to understand
21 that?

22 A. They would have to call the call center
23 to determine, number one, what their meter reading
24 route was and to find out what the level of
25 saturation was.

1 Q. Could that also be e-mailing the Company
2 for that, asking for that?

3 A. If you were to go through the website and
4 do a Contact Us, it would take some time to get that
5 information, but it could be done that way, yes.

6 Q. Do you think a customer would have a
7 right to know that information based on what they
8 were signing?

9 A. I think if the customer can ask if their
10 meter reading route had reached 85 percent, that I
11 think we would work to find that out. I can tell you
12 that it would not appear -- the \$24 a month fee would
13 not appear on a bill until it's reached that. The
14 system is programmed such that it would trigger.

15 Q. I can tell you I would read my meter
16 accurately if you would let me.

17 MS. BLEND: Objection. Argumentative.

18 EXAMINER WILLIAMS: I'll sustain the
19 objection.

20 Q. So you're saying you do have a mechanism
21 in place, though, for this threshold to be able to
22 understand the meter route and the 85 percent
23 installed, and is that what you're saying, to have a
24 mechanism in place?

25 A. I'm saying that there is a system, that

1 we have a system. That system has meter reading
2 routes programmed in, and I'm also saying that the
3 system would not -- there are system safeguards in
4 place such that the \$24 monthly fee will not go under
5 a bill until that threshold of 85 percent
6 installation has been met.

7 Q. How do you keep that from going on the
8 bill? What mechanism is in place?

9 A. It's a program.

10 EXAMINER WILLIAMS: She said it's an IT
11 program is her testimony.

12 THE WITNESS: Yep.

13 Q. (By Mr. Young) The indemnification that's
14 on here, would you say that's a unique or special
15 circumstance? I think earlier you said it basically
16 is the same or part of your regular terms and
17 conditions? This is something you were testifying to
18 earlier?

19 A. There's indemnification language that's
20 part of the terms and conditions of service, yes, in
21 our tariffs, yes.

22 Q. In your tariff?

23 A. Uh-huh.

24 Q. Where in that tariff does it reflect --

25 A. I'd have to have the tariff in front of

1 me.

2 Q. -- what it is saying in this agreement or
3 form?

4 EXAMINER WILLIAMS: Her testimony is that
5 it's in the tariff, so I'm not going to ask her to
6 remember where it is in the tariff.

7 Q. (By Mr. Young) Do you know what -- do you
8 not know where it is?

9 A. Sir, I don't have the tariff in front of
10 me. My tariff book that sits on my desk is about
11 yay big (indicating), so no, I haven't committed to
12 memory what section it's in, no, I have not.

13 Q. So would you say this is a unique -- so
14 you don't think this is unique as far as being
15 outside the scope of customer rights and
16 responsibilities or liabilities then because this is
17 part of the tariff as far as this indemnity goes,
18 this agreement, is that what you're saying?

19 MS. BLEND: Objection. Misstates --

20 EXAMINER WILLIAMS: I'm going to sustain
21 the objection. She's testified regarding
22 indemnification existing as part of the tariff. I'm
23 not sure what the question is.

24 Q. (By Mr. Young) So are you testifying that
25 the indemnification language here is okay because

1 it's part of the tariff? Is that what you're saying?

2 MS. BLEND: Objection to the extent he's
3 asking for a legal conclusion.

4 EXAMINER WILLIAMS: To the extent you
5 know how the indemnification language became a part
6 of the original Acknowledgment, you can provide that
7 testimony. If you don't have any knowledge as to how
8 that language ended up in the Acknowledgment, you can
9 state that.

10 THE WITNESS: I'm not a hundred percent
11 sure what they're asking. I was a part of the
12 original Acknowledgment, so I'm not going to say I
13 don't know. I think the intention of the original
14 Acknowledgment was to make -- was because there was
15 going to be nonstandard equipment that was placed on
16 someone's home, and that because it was nonstandard
17 equipment, that there may be risk that -- not because
18 the equipment isn't good but because once we reach
19 full deployment, our meter electricians are going to
20 be used to working on one set of equipment and may
21 not be as familiar with the nonstandard equipment.
22 That was the gist of it.

23 EXAMINER WILLIAMS: So the language was
24 intended to highlight that fact?

25 THE WITNESS: That's right. And that

1 language has since been removed at the direction of
2 Staff.

3 Q. (By Mr. Young) And the nonstandard
4 equipment, what manufacturer model number is that?

5 A. I believe now it's the Aclara I-210c
6 without the communications.

7 Q. And my neighbor, who has a smart meter,
8 what manufacturer model number is that?

9 A. The Aclara I-210c.

10 Q. And did my neighbor get also a form which
11 I'm sure you probably can't answer, but would you say
12 that only customers who opted out were required to
13 sign this indemnification release?

14 A. The opt out forms are only sent to people
15 who request to opt out.

16 Q. So the indemnification clause is not for
17 anyone other than opt out customers, is that what our
18 understanding is?

19 A. The indemnification is no longer included
20 in the Acknowledgment.

21 Q. But in our case --

22 A. In your case, you haven't signed one and
23 you're not being requested to sign one.

24 Q. How many customers would you say have
25 signed the form before it was changed?

1 A. I don't know.

2 MS. BLEND: Objection. This isn't
3 appropriate for this proceeding, your Honor.

4 EXAMINER WILLIAMS: I'll sustain the
5 objection. I agree. I don't think it's relevant and
6 her testimony is she didn't know.

7 Q. (By Mr. Young) If you don't know the
8 answer to the question... You were talking about our
9 meter reading route and reaching the threshold. You
10 said that was in October when we reached the
11 85 percent?

12 A. I believe so, yes.

13 Q. Do you know what day in October that was?

14 A. Not off the top of my head, no.

15 Q. When a customer is asking for opt out
16 service, which according to OAC, the service should
17 provide customers with an option to decline
18 installation of an advanced meter and retain a
19 traditional meter, do you know why the Acknowledgment
20 is saying that the customer is requesting nonstandard
21 digital metering service?

22 EXAMINER WILLIAMS: I'm going to
23 interject. We've already answered questions
24 regarding how the document came to be, how many
25 customers have received and processed the document,

1 and so this line of questioning has already been
2 exhausted.

3 Q. (By Mr. Young) Okay. Do you have Exhibit
4 M in front of you, Miss Igo?

5 A. I don't have M.

6 EXAMINER WILLIAMS: I don't know she has
7 M.

8 Q. (By Mr. Young) I'll give you this one
9 here.

10 EXAMINER WILLIAMS: Ask her the question
11 you have and if she needs to refer to M, she will.

12 Q. Sorry. You were saying that the meter
13 earlier didn't have the two-way communication for the
14 opt out meter, the I-210+c?

15 A. That's right.

16 Q. In the opt out case, you were saying that
17 it didn't communicate back and forth with the
18 utility?

19 A. That's right.

20 Q. So it's in compliance?

21 A. That's right.

22 Q. Regarding the Optocom port that is
23 actually part of that meter, is that true that the
24 Optocom port is a feature of that meter?

25 A. It has a port, yes.

1 Q. And what's the communication protocol for
2 the Optocom 232?

3 MS. BLEND: Objection. Vague.

4 MR. YOUNG: No, I mean, it's expert
5 testimony, so we're trying to get to the
6 communication.

7 EXAMINER WILLIAMS: I understand. To the
8 extent it has a port, what's the utility of a port,
9 is that your question?

10 Q. (By Mr. Young) What is the port for?

11 A. It's so that we can go -- because it
12 doesn't communicate, we can't check it remotely. We
13 can't do anything remotely. So if there needs to be
14 any diagnostics run or anything like that, we have to
15 go physically to the meter, plug the meter in with
16 the cord thing here, and that would then be attached
17 to like a computer or a handheld.

18 It does not -- we're not able to pull
19 down usage that way. We have to send someone out to
20 read the meter just like you would a traditional
21 meter. The big difference here is it's a digital
22 display, so instead of trying to figure out what the
23 dial says, it's 25468 or whatever instead of trying
24 to interpret what the dials say. So this does not --
25 we're not able to pull down usage. We can't pull

1 down load. We can't pull down any of the registers
2 that the AMI meter has.

3 Q. So what's the purpose of a port, though?
4 Because it's a digital meter, so you can read the
5 meter just like a traditional analog meter, you can
6 read the meter, so why does the Company need to be
7 able to connect to it?

8 EXAMINER WILLIAMS: A couple points here,
9 Mr. Young. First of all, the Commission has already
10 ruled regarding the propriety of this metering
11 system.

12 Secondly, she's already testified that
13 the port exists for circumstances when the meter
14 needs to be checked or needs to be repaired in some
15 capacity, so her testimony is already on the record.

16 Q. (By Mr. Young) Do you also have the
17 capability to program a meter through this port?

18 A. I'm not aware that -- it comes
19 programmed.

20 Q. Do you have the ability to program the
21 meter through that port, the RS232?

22 A. It's already programmed when you receive
23 the meter.

24 Q. With the Exhibit M there, are you able to
25 read what those highlighted statements are from

1 the --

2 EXAMINER WILLIAMS: I'm not going to have
3 her read your exhibit into the record. Your Exhibit
4 has already been admitted. We've already discussed
5 the questions regarding its relevance to this
6 proceeding. We're not going to take the time to have
7 her read that exhibit back into the record.

8 MR. YOUNG: Understood.

9 Q. (By Mr. Young) I'll just ask one more
10 time, what is the communication protocol as far as
11 RS232 as a communication device? What is the
12 communication protocol on your expert testimony here?

13 MS. BLEND: Objection. Asked and
14 answered.

15 EXAMINER WILLIAMS: The testimony was
16 provided that when the meter needs to be inspected
17 regarding its operations or needs to be repaired in
18 some capacity, somebody would come out with an
19 interface....

20 Q. (By Mr. Young) The question is what
21 protocol is used to be able to do that with? Again,
22 we're the customer, we're being asked to accept all
23 liability for this meter, and that also would be --
24 and then also that it would be within OAC rules and
25 regulations.

1 And the question -- or we feel like we
2 have a right to know this meter such that as if ours
3 fails, our analog meter fails and the company goes to
4 install it on our property, we need to know what it
5 is.

6 EXAMINER WILLIAMS: To the extent you're
7 able, when would somebody from the Company go on site
8 to check on this meter or to make some adjustments?

9 THE WITNESS: If there appeared to be a
10 problem. Just one more thing, AEP owns the meter, so
11 there's no -- there's been a continued reference to
12 we've asked them to take on responsibility for our
13 meter and that's patently untrue.

14 Q. (By Mr. Young) With the liability we've
15 been gone through, okay, we've beat that to death.
16 Now, how often -- is there any limitation as to how
17 often AEP can be on our property to read that meter,
18 by law or regulation, or do they have 24/7 access
19 with the --

20 A. The rules are silent as to how often we
21 are able to read the meter. The rule does require
22 that we endeavor to read the meter monthly, but we
23 must read the meter at least once every 12 months.
24 There -- there are times when we need to access our
25 equipment other than even meter reading and beyond

1 someone's property, things like outages or other
2 emergencies that occur that would require us to be
3 there outside of reading the meter.

4 In general, though, we do not send
5 employees out 24/7 because of safety. Our employee
6 safety is incredibly important to us, so we don't
7 send meter readers out in the dark of night. That's
8 why sometimes meters are estimated because it might
9 be too cold to send a meter reader out or if a meter
10 reader comes out and there's a dog in the yard or
11 other access issues, we're not going to push that
12 issue because we don't want an employee to be
13 injured.

14 Q. And is it your testimony that there is
15 only meter usage being recorded within the meter, I'm
16 not talking about one minute, one millisecond
17 intervals because with an AMI meter, it's capable of
18 thousands of times a second recording information?
19 Are you saying in your testimony that it is only
20 giving information such as the calculator within an
21 analog meter where the analog meter is only counting
22 up usage and it's not recording points in time --

23 EXAMINER WILLIAMS: I'm going to cut this
24 short as well. The metering technology has been
25 adjudicated and litigated before the Commission and

1 it's been deemed approved, so the nuance distinctions
2 between this equipment and analog equipment are not
3 material for our purposes.

4 MR. YOUNG: Okay.

5 MRS. YOUNG: Can I ask one question? I
6 know you don't want to go back and forth.

7 EXAMINER WILLIAMS: At the end of
8 Mr. Young's questioning, then I'll give you some
9 small latitude. Are you done, sir?

10 MR. YOUNG: I think we're done here.

11 EXAMINER WILLIAMS: All right,
12 Miss Young?

13 - - -

14 FURTHER CROSS-EXAMINATION

15 By Mrs. Young:

16 Q. Miss Igo, you stated earlier that you
17 changed your opt out form or Acknowledgment November,
18 December last year. I believe you said the end of
19 the year?

20 A. I believe if memory serves, it was around
21 the end of the year, beginning of the year.

22 Q. And Miss Igo, as a customer who is
23 passionate about that indemnity and the request of a
24 different service or the nonstandard digital meter,
25 why if we're in communication with AEP, Miss Roth,

1 why do you think that we were not offered that new
2 Acknowledgment?

3 MS. BLEND: Objection. Can we go off the
4 record for a minute?

5 EXAMINER WILLIAMS: Let me rule here
6 first and then we can entertain potentially going off
7 the record. If you know when the Acknowledgment Form
8 was changed to delete the indemnification language,
9 was there any overt measure taken to reach out to
10 customers who might have been impacted?

11 MS. BLEND: My concern, your Honor, just
12 if I may, we are now going into settlement
13 communications in this case that occurred
14 contemporaneously -- may have occurred
15 contemporaneously with a broader discussion with the
16 Company, so I do not want Miss Igo to testify about
17 confidential settlement negotiations, so I want to be
18 sensitive to that.

19 EXAMINER WILLIAMS: I also don't want you
20 to violate confidences that came forward, but we did
21 allow some testimony on direct in regard to the
22 Complainants regarding generally what was your
23 understanding in different points in time.

24 So we know that the form, the
25 Acknowledgment Form, was modified late last year,

1 early this year. And was there any global Company
2 policies to reach out to customers when that form was
3 changed?

4 THE WITNESS: To my knowledge, there's
5 been no attempt to talk to folks who have -- who had
6 signed previous Acknowledgments.

7 EXAMINER WILLIAMS: Do you still want to
8 go off the record?

9 MS. BLEND: No, your Honor. Thank you.

10 EXAMINER WILLIAMS: Are you done?

11 MRS. YOUNG: I'm done.

12 EXAMINER WILLIAMS: Do you have any
13 redirect?

14 MS. BLEND: If I could have a moment to
15 look at my notes.

16 - - -

17 REDIRECT EXAMINATION

18 By Ms. Blend:

19 Q. Just a couple of questions on redirect.
20 Do you recall questions from Mrs. Young regarding in
21 your testimony the note that AEP Ohio applied to a
22 customer account when a customer opts out?

23 A. Yes.

24 Q. When in time in terms of the opt out,
25 overall opt out process, is that note applied?

1 A. My understanding is that note is applied
2 upon the opt out form being submitted back -- or
3 excuse me, the Acknowledgment being submitted back to
4 the Company from the customer.

5 Q. So is the note applied any time a
6 customer calls the Company by telephone and indicates
7 verbally that they may want to opt out?

8 A. No.

9 Q. As of November 26th, 2018 when AEP Ohio
10 sent an employee out to the field to install an AMI
11 meter at the Youngs' premises, had the Youngs
12 completed an AMI Opt Out Acknowledgment Form and
13 returned it to the Company?

14 A. No.

15 MS. BLEND: Those are all my questions.
16 Thank you.

17 EXAMINER WILLIAMS: Within the narrow
18 parameters of the redirect, do you have any recross?

19 - - -

20 RE CROSS-EXAMINATION

21 By Mr. Young:

22 Q. What's your normal notification for the
23 24-hour notice prior to the smart meter installation?

24 EXAMINER WILLIAMS: That's beyond the
25 scope of the redirect. So it has to be relative to

1 when they put the note on the computer system or the
2 time that the operator, the technician arrived in
3 November. Any questions regarding those two points?

4 MR. YOUNG: No. Thank you.

5 EXAMINER WILLIAMS: Okay. You're
6 excused.

7 MS. BLEND: The Company renews its
8 admission of Exhibit A, your Honor.

9 EXAMINER WILLIAMS: That will be
10 admitted. We ruled upon the objections to those. It
11 is admitted.

12 (EXHIBIT ADMITTED INTO EVIDENCE.)

13 EXAMINER WILLIAMS: Any other witnesses?

14 MS. BLEND: No, your Honor, the Company
15 rests.

16 EXAMINER WILLIAMS: I'm going to
17 entertain some very brief closing comments. We've
18 obviously been here for quite some time, so if you
19 have everything else you want us to know, my
20 understanding of this case, it involves concerns
21 regarding retaining -- we talked about this on the
22 record, retaining an analog meter, what happens on
23 the inevitable day when that meter is no longer
24 operable and the other equipment that the Company
25 uses and under what authority and the legality or

1 efficacy of the 24-hour opt out monthly fee.

2 Anything else you want the Commission to know or
3 consider?

4 MR. YOUNG: We have the objections to the
5 initial Igo testimony filed.

6 EXAMINER WILLIAMS: We already overruled
7 those objections with the testimony.

8 MR. YOUNG: We had the discovery issue
9 which the evidence or the answers we got back to us
10 is very pertinent to the case, so we would like for
11 those to be admitted as exhibits for evidence based
12 on in support of our complaint.

13 EXAMINER WILLIAMS: And two points. One,
14 we've already exhausted the time period for
15 Complainants to admit exhibits. Moreover, discovery
16 responses are not admissible anyway, so those are not
17 going to be admitted.

18 MR. YOUNG: What are discovery responses
19 for?

20 EXAMINER WILLIAMS: Discovery
21 responses -- we're not going to delve deeply into
22 this. Discovery responses have a role with the
23 development issue. We're to the closing statements.

24 MRS. YOUNG: My last statement, sir, is I
25 think that you have very skillfully put those

1 categories of issue in play, but I still go back to
2 my testimony, sir, that why has it taken for us to be
3 able to come to good terms with AEP to be able to opt
4 out?

5 And why did it have to get to this point
6 where we have to have a hearing when even Miss Igo
7 acknowledges that they had new forms back in
8 November?

9 So, you know, I think that as customers,
10 we did everything possible that we could do to be
11 able to understand the form that they were requesting
12 us to sign to be able to opt out of not only one
13 service but two services -- or excuse me, opt out of
14 one service and request a second service, kind of
15 tying those two services together.

16 EXAMINER WILLIAMS: Okay. Does the
17 Company have any closing statement?

18 MR. WOLFFRAM: Your Honor, we would just
19 again reiterate the point that at the time that the
20 Youngs attempted to opt out, and the Company still
21 fully believes that a digital non-emitting meter is
22 an appropriate opt out meter under the Commission
23 rules and regulations, understanding feedback from
24 Staff, we have again explored the limited scope of
25 allowing certain customers to retain their analog

meter which, again, in our view satisfies the entirety of this complaint in connection with the fact that the Company has already stated and proven that it's willing to allow the Youngs to opt out outside the AMI Acknowledgment, understanding their concerns, again the Company would reiterate that the initial AMI opt out form is appropriate and it just reiterates the terms and conditions already contained within the company's tariff; therefore, the initial AMI opt out the Youngs objected to is reasonable.

Again, working with Staff, we have acknowledged that to eliminate some confusion, we have removed that indemnity language, but at the time the Youngs requested opt out service, the installation of the digital non-emitting meter and the requirement the Youngs signed was appropriate.

I think the plaintiffs have failed obviously to satisfy their burden of proof in this case given the fact that the Company already stated it's going to allow the Youngs to retain an analog meter as it currently states.

As Miss Igo's testimony identified, at the point when the analog meter would fail, the Company is willing at that time to explore potential solutions as it relates to a proper metering option.

1 Again, that there is a point in time, as Miss Igo
2 referenced, that the Company will no longer have
3 analog meters to install at the premises, given the
4 fact that they are an outdated technology, and at
5 some point we will be unable to provide analog meters
6 to any customers.

7 And finally, I would just say that AEP
8 Ohio has acted reasonably in compliance with all the
9 Commission rules and our tariff and Ohio law, and for
10 those reasons, we would again just reiterate that the
11 Youngs have failed to state reasonable grounds to
12 support a complaint.

13 EXAMINER WILLIAMS: Thank you. Let's go
14 off the record.

15 (Off the record.)

16 EXAMINER WILLIAMS: While we were off the
17 record, we did establish a briefing schedule that was
18 agreed to by request of the parties. The initial
19 briefs will be filed simultaneously on or before
20 October 16th, and reply briefs will be entertained on
21 or up to October the 28th. And with that, this
22 hearing is adjourned.

23 MR. WOLFFRAM: Thank you.

24 MR. YOUNG: Thank you.

25 (The hearing was concluded at 3:23 p.m.)

CERTIFICATE

I do hereby certify that the foregoing is
a true and correct transcript of the proceedings
taken by me in this matter on Wednesday, September
11, 2019, and carefully compared with my original
stenographic notes.

Cynthia L. Cunningham
Cynthia L. Cunningham



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Case No(s). 18-1832-EL-CSS

Summary: Transcript In the Matter of the Complaint of Thaah and Aaron Young vs. Ohio Power Company, hearing held on September 11th, 2019. electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Cunningham, Cindy