

22-1073

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In Puco of Ohio

Case : 22-1073-EL-CSS

Name : Larry Winston Angus Jr.
Account Number : 109-614-542-8-6
Utility Company : AEP

docketing@puco.ohio.gov

Larry's Amended Brief

Contents :

Errors Under "Reco" Found In Violations Of 4905.26 That Are :

- a. charge is in any respect unjust(Over Charging)
- b. service is in any respect unjust(Forcing An Unneeded Smart Meter)
- c. service rendered is in any respect unjust(Making People Pay Cost Of Business Expenses The Company Was Well Aware Of When Starting The Business for 80+ years)
- d. demanded is in any respect unjust(Puco Can Reverse Any Decision It Has Made After Facts Are Shown,Or Give No Respect To Prier Decisions)
- e. that any service is, or will be, inadequate or cannot be obtained(Precluded By Contract)

By :

- 1) Larry Opted Out Once And Was Not Told Of A Fee When Doing So.
- 2) Aep In 2021 Silently Raised Larry's Bill To 72.00,In 2022 Aep Then Started Demanding Payments By Letter,Forum,Calls With Threats Of Service Termination that was Outside PIPP Agreement.
- 3) Aep Made A Business For 80+ Years Now Trying To Make A Customers Responsibility For What Aep Willfully Did In 2009 With Larry(Equatable Estoppel). (Also See 4) Below)
- 4) Aep Ran To Puco Before Even TRYING to Talk To Larry To Come To An Agreement Both Would Be Okay With & Trying To Use Puco To Avoid Enforcing Contracts With Customers To Check Meters At Aep's Expense With False Claims Of The Smart Meter Being Better,Larry Is Showing Also That The Normal Meters Was NOT Pass "End Of Life"e Usage And Now Are Probably In Land Fills Showing Smart Meters Has Made More Waste & Was Not Needed Other Than To Allow AEP to Create A New Way To Make People Pay For What Aep Agreed To Do To Get The People As Customers(Equatable Estoppel).
- 5) Aep Over Charges,Time Line Does NOT Match Bills,Bills However Reflect Larry Was On PIPP Payments In 2017,2018,2019,2020,2021,2022,2023,2024 When Agreeing With PIPP For 46.00 Aep Waived The Smart Meter Fee Every Year, Larry Allowed PIP To Speak For Larry.
- 8) Aep Gave No Notice When Silently Raising Larry's Agreed 46.00 Bill To 72.00 In 2021 But Did Try To Get Larry to "Re-Opt Out" In 2022 Many Times But Was Told "I Opted Out Once With Out Being Told Of A Fee And Will Not Re-Opt Out".
- 9) Aep Accepted PIPP Again In 2021 To 2024 Yet Keep Larry's Bill Well Pass The Agreed PIPP Payment Of 46.00 To 72.00 OVER Charging Larry.
- 10) Aep Has Failed To Show A Hardship With Larry,Aep Has Failed To Show A Hardship

With Larry That Shows Aep Will Go Bankrupt Without Larry's 24.00 A Month.

11) Aep Does NOT and Never Did Have A "Hardship So Grate" (See 4) Above As Well)

12) What Grandfathering Is

13) Aep Only Did Smart Meters Because Aep Had No Way To Charge People More For Electric, So The Smart Meter Was Created. See above "4,".

14) Waived Fee Is Why Larry Asked If "Oct 2018 Was Before Or After Feb 2017/Feb 2018" Because Every Time Aep Accepted Pipp Aep Did Not Tell Pipp Of A Separate Charge And Forfeited And Waived The Smart Meter Fee From 2017,2018,2019,2020,2021,2023,2024

15) Aep Admitted There Was No Notices On The Bills And Stated The Notices Was On The Website But Not Where.

16) Further Larry Points At Aep's Exhibits "A." And Exhibits 3,4 In That Exhibit And Only Points Out They Are Unfilled Out Forums And Notices With Out A Name, Address Nor A DATE.

See Exhibit 3,4 From Aep Exhibit A

Aep Failed To Show Letters Addressed To Larry With Larry's Name & Address And A Date Served By U.S. Post(Mail) Thus Are Facts Not In Evidence And Should be Omitted.

17) Larry Called Out Aep's Misconduct In The Case In Responses and In Trial And Filings With PucO

18) Aep's "Smart Meter Fee" Has Nothing To Do With A Smart Meter (Also See Above 3) & 4)).

NEW 19) Blatant Misconduct Precluded By PUCO Rules :

It Has Come To Larry's Attrition That AEP Has Refused PIPP, Larry Was Informed By AEP That Larry Is No Longer On PIPP. When Asking AEP Has Tried A "Word Salad" Again.

According To AEP Larry Violated The PIPP Agreement Of Two Payments Of 40.00,44.00 And Not 46.00,AEP Was More Than Happy To Tell Larry About "How Larry Is Wrong" But When Pressed With PUCO Rules About Paying "What Is Fair" AEP Started Hiding Behind "You Cannot Talk To Us About These Issues And Must Go To PUCO Or Talk With YOUR Lawyer" Further Stating "This Is Not AEP But A Issue With You And PIPP".

What PIPP Had To Say About Larry NOT Being On PIPP :

"Larry Is on Pipp and Was Re-verified On November 20th,2023 And Has NOT been Removed, This Is Not A PIPP And Larry Issue But An AEP ISSUE"

Moreover,On February 20th,2024 The PIPP Case Worker Noticed She(PIPP Worker) Was DENIED Access To AEP Account For Larry And PIPP Account By AEP.

As Agreed By AEP While In Conflict With Larry In PUCO Larry Can Give The Amount Larry Feels Is Due,Larry Stated This In Mediation That "Larry Will Pay "Something" As Larry Is Aware Larry Uses Electric." And Larry Shall Be Fair.

Larry Did Pay What Larry Thought Was Fair Due To The Constant Over Charges By Aep For 72.00 In 2021 Against Agreed PIPP Payments And Aep's Conduct Threw Out The Case.

AEP Seems To Disagree And Terminated Larry's PIPP "Themselves" Overriding PIPP Stating Larry Has A Deal With PIPP Of 46.00.

Aep Appears to be Arguing For PIPP With Out Being PIPP, Even Tho PIPP Disagrees With Aep's Decision To Remove Larry.

PIPP Disagrees With AEP And States Larry Is Still On PIPP As The Rules Of PUCO Is In Effect, AEP Has Barred PIPP And Refuses To Acknowledge Larry Is Still On PIPP

Larry States AEP Has Been Showing Misconduct From The Start And Now Refusing PIPP When PIPP Has Larry As Verified and NOT Removed In Accordance With PUCO Rules To Pay "What Is Fair" Aep Spent A Year Over Charging Larry In 2021 Under Reco Found In Violations Of 4905.26.

Larry Points Out AEP's Exhibit A. That Has Exhibit 5. Containing 5 Pages, When One Looks At 2021 One Will See The OVER CHARGE Violating PIPP agreed Payment Of 46.00. As Facts In Evidence Of Larry's Exhibit 18 or was it 19 Shows Aep's Misconduct As AEP Was Planning To Disconnect Larry Anyway "No Matter What" In Violation Of PUCO Rules And Did So On Dec 15th, 2023 Just Days After The Dec 5th, 2023 Court Case.

See Attached Exhibit 1 (Aep's New Demand For Full Amount Of \$3,227.13)
Larry States This Violated Again Errors Under "Reco" Found In Violations Of 4905.26 That Are :

- a. charge is in any respect unjust (Violating PUCO Rules Of Payment While In Conflict)
- b. service is in any respect unjust (Violating PUCO Rules Of Payment While In Conflict)
- c. service rendered is in any respect unjust (Violating PUCO Rules Of Payment While In Conflict)
- d. demanded is in any respect unjust (Violating PUCO Rules Of Payment While In Conflict)
- e. that any service is, or will be, inadequate or cannot be obtained (Larry Who Is On Disability Pay Over 2 To 3 Thousand Dollars In One Payment)

Forcing Larry To Pay The Total Amount Of \$2,666.36 (Jan 9th, 2024) To Now \$3,225.28 (Feb 20th, 2024) Knowing There Is No Way Larry Could Pay Forcing Larry to :

- 1) Have Electric Disconnected Until Larry Is Able To Pay Full Amount Bypassing PIPP And PucO Rules. (See Exhibit 2 New DEMAND for Full Payment Of \$3,225.28 By 3/11/2024)
- 2) Force Larry To Reapply With PIPP Where As Aep Can then Try To Change The Agreement Against Already Verified Agreement And Bypass PucO Decisions Pending And Pipp Agreement And PucO's Rules.
- 3) Have Larry's home found unlivable for not having Electric, forcing Larry To Abandon the home.
- 4) Cause Larry to freeze in the cold by having No electric to run the furnace (see above 3) as well.

Again Showing Aep's Smart Meter And Conduct Threw Out The Case Is Reco And Against 4905.26 In The 1st Instance.

Larry Reserves The Right To Amend This By March 6th