

STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

February 19, 2019 - 1:05 p.m.  
Concord, New Hampshire

NHPUC 7MAR'19 2:58

RE: DE 18-148  
JUDITH TOMPSON:  
Complaint against Liberty Utilities  
(Granite State Electric) Corp. d/b/a  
Liberty Utilities.

**PRESENT:** Cmsr. Kathryn M. Bailey, Presiding  
Cmsr. Michael S. Giaimo

Sandy Deno, Clerk

**APPEARANCES:** Judith Tompson, *pro se*

**Reptg. Liberty Utilities (Granite  
State Electric) Corp. d/b/a  
Liberty Utilities:**  
Michael J. Sheehan, Esq.

**Reptg. PUC Staff:**  
Mary Schwarzer, Esq.  
Amanda Noonan, *Director/Consumer  
Services & External  
Affairs Division*  
Rorie Patterson, *Asst. Director/  
Consumer Services &  
External Affairs Div.*

Court Reporter: Steven E. Patnaude, LCR No. 52

**CERTIFIED  
ORIGINAL TRANSCRIPT**

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   JESSICA ALLEN  
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LU-1	Liberty complaint response (10-18-17)	<i>premarked</i>
LU-2	PUC filing for medical approved disconnect (05-01-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-3	Disconnect letter (05-01-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-4	Tompson Medical expiring letter (05-16-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-5	Liberty-PUC Staff email chain (May 2018) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-6	Liberty-PUC Staff email chain (June 2018) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>

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EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
LU-7	Tompson Medical expired (06-15-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-8	Liberty Utilities to Judith Tompson letter (06-20-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-9	Final Bill to Judith Tompson (07-18-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-10	Email with PUC Staff and Liberty Utilities re: Madhu (08-16-18)	<i>premarked</i>
LU-11	Liberty Utilities bill to Madhu Estates <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-12	Email with PUC Staff and Liberty Utilities re: Tompson complaint (08-29-18)	<i>premarked</i>
LU-13	Letter from Liberty Utilities to Judith Tompson (08-29-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-14	Account History of Judith Tompson (08-30-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-15	PUC letter to Judith Tompson (08-31-18)	<i>premarked</i>
LU-16	Letter from Liberty Utilities to Judith Tompson, with attachments (09-05-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>

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EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
LU-17	Photo of envelope left at the door of Unit #8	<i>premarked</i>
LU-18	Liberty Utilities Statement to Judith Thompson (09-18-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-19	Liberty Utilities Statement to Judith Thompson (10-17-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-20	Liberty Utilities Statement to Judith Thompson (11-15-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-21	Past Due Notices dated 06-11-18, 07-03-18, 08-01-18, 09-06-18, 10-02-18, and 11-02-18 <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
LU-22	NH Fuel Assistance Program (FAP) Procedures Manual	<i>premarked</i>
LU-23	Letter from Liberty Utilities to Judith Thompson Re: Fuel Assistance (11-16-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-A	Letter to National Grid from Parkland Physician Services of Salem (09-29-11) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-B	Letter to Liberty Utilities from Appledore Medical Group (06-29-13) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>

**E X H I B I T S**

EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
Tompson-C	N.H. Fuel Assistance Program Benefit Notification (11-02-15) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-D	Liberty Utilities Past Due Notice to Judith Tompson (01-03-17) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-E	Eviction Notice from Harmon Law Offices to Judith Tompson, and all other occupants	<i>premarked</i>
Tompson-F	N.H. Fuel Assistance Program Supplemental Benefit Notification from Southern N.H. Services (02-08-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-G	Eviction Notice to Judith Tompson (05-01-18)	<i>premarked</i>
Tompson-H	Letter from NHPUC to Judith Tompson Re: Request for Permission to Disconnect Electric Service (05-16-18)	<i>premarked</i>
Tompson-I	Salem 10th Circuit District Court Case No. 473-2018-LT-59 <i>Madhu Gaddam d/b/a Madhu Estates v. Judith Tompson</i> (Signed 06-25-18)	<i>premarked</i>
Tompson-J	Affidavit of Judith Tompson (Signed 06-25-18)	<i>premarked</i>

**E X H I B I T S**

<b>EXHIBIT NO.</b>	<b>D E S C R I P T I O N</b>	<b>PAGE NO.</b>
Tompson-K	Letter from Liberty Utilities to Judith Tompson Re: Medical Certificate Confirmation (06-27-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-L	Liberty Utilities Statement to Judith Tompson (07-18-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-M	Liberty Utilities Final Bill to Judith Tompson (07-18-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-N	Pages 9, 10, & 11 from Case 1:18-cv-00555-PB from U.S. Magistrate Judge	<i>premarked</i>
Tompson-O	Letter from Judith Tompson to Liberty Utilities (08-20-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-P	Letter from Judith Tompson to Algonquin Power & Utilities Corp. (08-20-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-Q	Letter from Judith Tompson to Scott & Scott (08-21-18)	<i>premarked</i>
Tompson-R	Letter from Scott & Scott to Judith Tompson (08-23-18)	<i>premarked</i>
Tompson-S	Email from Scott & Scott to Jennifer Hemeon (08-15-18)	<i>premarked</i>

**E X H I B I T S**

<b>EXHIBIT NO.</b>	<b>D E S C R I P T I O N</b>	<b>PAGE NO.</b>
Tompson-T	Letter from Liberty Utilities to Judith Tompson (08-29-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-U	Liberty Utilities Statement to Judith Tompson (11-15-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-V	Past Due Notice from Liberty Utilities to Judith Tompson (01-03-19) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-W	Affidavit of Judith Tompson (Signed on 02-11-19)	<i>premarked</i>
Tompson-X	Liberty Utilities Third Party Notification & Enrollment Form	<i>premarked</i>
Tompson-Y	Liberty Utilities Important Notice - Electric Service Disconnection to Judith Tompson <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Tompson-Z	Letter from Judith Tompson to the Public Utilities Commission (05-25-18)	<i>premarked</i>
Tompson-AA	Letter from Judith Tompson to Liberty Utilities (06-19-18)	<i>premarked</i>
Tompson-BB	Letter from Judith Tompson to Liberty Utilities (06-23-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>



# E X H I B I T S

EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
Tompson-CC	Letter from Judith Tompson to Liberty Utilities (08-20-18)	<i>premarked</i>
Tompson-DD	Complaint of the Plaintiff, Judith Tompson v. Liberty Utilities (Filed 09-17-18) <b>[Redacted &amp; Confidential]</b>	54
Staff-1	UPS Tracking Records (01-18-19)	<i>premarked</i>
Staff-2	Letter from NHPUC to Judith Tompson (08-23-18) <b>[Redacted &amp; Confidential]</b>	<i>premarked</i>
Staff-3	Letter from NHPUC to Allison O'Neil, Liberty Utilities (06-19-18)	<i>premarked</i>

**P R O C E E D I N G**

CMSR. BAILEY: Good afternoon. We're here in Docket DE 18-148, about a complaint by Judith Thompson against Liberty Utilities. And we're here for a hearing on the merits.

As you can see, I'm chairing today. I'm not usually the Chairman, Ms. Thompson. The Chairman is under the weather, but he is listening to the hearing on the phone.

All right. Before we begin, let's take appearances.

MR. SHEEHAN: Good afternoon, Commissioners. Mike Sheehan, for Liberty Utilities.

MS. TOMPSON: Good afternoon. Judith Thompson, *pro se*.

CMSR. BAILEY: Okay.

MS. SCHWARZER: Good afternoon. Mary Schwarzer, Staff attorney.

CMSR. BAILEY: All right. Thank you. Ms. Thompson, you don't have to stand up. But you do need to pull the microphone really close to your mouth, so that the Chairman can hear you, and also the stenographer.

1 All right. Do we have any  
2 preliminary matters we need to address before  
3 we begin?

4 MS. SCHWARZER: Yes. Chairman Bailey  
5 and Commissioner Giaimo, with me are Amanda  
6 Noonan, Director of Consumer Services and  
7 External Affairs, and Rorie Patterson, who's  
8 the Assistant Director of Consumer Services and  
9 External Affairs.

10 Staff wishes to bring to the  
11 Commission's attention the fact that many of  
12 the exhibits filed by Ms. Tompson and Liberty  
13 contain confidential information, such as  
14 account numbers and medical information, when  
15 they were filed, and some confidential  
16 information was also attached to the Petition.  
17 And so, exhibits have not been posted to the  
18 Commission website at this time.

19 Staff proposes that Staff redact  
20 confidential medical and account information  
21 from the Petition and from Petitioner's  
22 exhibits after the hearing.

23 I would also note, my understanding  
24 is the only people in the hearing room at this

1 time are either the Petitioner, associated with  
2 Liberty, or Commission Staff. And so, any  
3 mention of the confidential information would  
4 not be injurious.

5 I believe Liberty has brought  
6 redacted exhibits, and they will address that.

7 We have three, Staff has three  
8 exhibits. One was filed on February 12th.  
9 Exhibits 2 and 3 are necessary to complete the  
10 record. They should be on your bench.  
11 Exhibit 2 is a letter from the Consumer  
12 Division to the Petitioner on August 23rd,  
13 2017. Exhibit 3 is a letter from the Consumer  
14 Division to Liberty, dated June 19, 2018,  
15 finding Ms. Thompson is not protected by the  
16 Medical Emergency rule, and giving Liberty  
17 permission to continue with its standard  
18 collection practices.

19 I will file confidential versions and  
20 redacted versions of those documents at the  
21 conclusion of this hearing as well.

22 There are largely no objections to  
23 the exhibits filed by the Petitioner and  
24 Liberty and Staff. We met ahead of time.

1       There is an exception to that. The Petitioner  
2       does object to Liberty's Exhibit 14 and  
3       Liberty's Exhibit 16, to the extent that there  
4       is a summary chart regarding bills in Exhibit  
5       14, that appears again in Liberty's Exhibit 16.  
6       And I expect Attorney Sheehan will address that  
7       issue as well.

8               As Staff counsel, I have asked Ms.  
9       Tompson if it would be helpful for me to ask  
10      her some standard questions to get the hearing  
11      off to a smooth start as she is  
12      self-represented here today. Ms. Tompson  
13      agreed. As Ms. Tompson noted, I am not her  
14      attorney. I am the Staff attorney. And I will  
15      proceed with those questions when the  
16      Commission is ready. Liberty had no objection  
17      to proceeding in that manner.

18              CMSR. BAILEY: Thank you. Ms.  
19      Tompson, do you agree with the information that  
20      should be kept confidential?

21              MS. TOMPSON: Yes, ma'am.

22              CMSR. BAILEY: And what information  
23      is that, do you know?

24              MS. TOMPSON: My understanding is it

1 is account numbers and personal information  
2 regarding my condition.

3 CMSR. BAILEY: Okay. Thank you.  
4 Mr. Sheehan.

5 MR. SHEEHAN: Thank you. The  
6 documents I filed last week were -- excuse  
7 me -- Exhibits 1 through 23. I apologize for  
8 not thinking confidential. I have with me  
9 today the exact same documents with the  
10 redactions and shading as appropriate. But I  
11 can tell you now, the only information that's  
12 changed is account numbers appear throughout,  
13 so those are a bunch of redactions. And on our  
14 Exhibit 2, it has Ms. Thompson's phone number  
15 and just a description of her medical  
16 condition.

17 So, I have those ready to go. I  
18 decided not to file them formally until we had  
19 this conversation, to make sure I wouldn't have  
20 to do it a third time. So, it turns out this  
21 is the way we go. I can leave all these paper  
22 copies here. Again, for what you had from  
23 before, the documents themselves are exactly  
24 the same.

1 CMSR. BAILEY: All right. And how  
2 should we mark them?

3 MR. SHEEHAN: I have marked them "1"  
4 through "23" on my exhibits. I'm going to walk  
5 my witnesses through all 23 of them, to the  
6 extent they're not being used when I ask Ms.  
7 Thompson questions.

8 I understand Ms. Thompson's exhibits  
9 she marked on her own "A" through "AA", or I  
10 forget where it ended. And Staff also has  
11 numbers. So, perhaps Staff's could go after  
12 ours, probably be simplest.

13 CMSR. BAILEY: No, that's not what I  
14 meant. I meant, how are we going to mark the  
15 redacted version versus the confidential  
16 version?

17 MR. SHEEHAN: Again, I have both  
18 here. So, my proposal would be simply to  
19 replace what I filed last week with what I have  
20 here today.

21 My comment was, for purposes of the  
22 hearing today, since there's no change in the  
23 underlying document, you can certainly refer to  
24 the paper copies that were delivered last week.

1 And I can hand out the new ones right now, if  
2 you prefer that as well.

3 CMSR. BAILEY: So, we don't need  
4 confidential exhibits. We just need the  
5 redacted exhibits?

6 MR. SHEEHAN: Well, you need the  
7 confidential ones to show the gray shading of  
8 where the confidential material is. That's  
9 what I have with me as well today.

10 CMSR. BAILEY: My question is, do we  
11 need the confidential exhibits? Or do we just  
12 need the redacted copies, and that would be the  
13 record?

14 MR. SHEEHAN: I suppose that could be  
15 the case.

16 CMSR. BAILEY: Okay. Did Staff have  
17 something?

18 MS. SCHWARZER: Yes. Staff would  
19 like to suggest that it may be important to  
20 correlate the account numbers on some versions  
21 of what we have in evidence.

22 CMSR. BAILEY: Okay.

23 MS. SCHWARZER: And so, it may be  
24 beneficial, to the extent it may be cumbersome,



1 but it's still beneficial to have confidential  
2 versions of those exhibits.

3 In terms of numbering, would it be  
4 helpful to put a "C" after either the exhibit  
5 number or the letter for "confidential" or a  
6 "-C".

7 CMSR. BAILEY: Sure. That's a good  
8 idea.

9 MS. SCHWARZER: So, we'll go through  
10 that. And at the end of the hearing, I'll do  
11 my best to clear up the record and file sets,  
12 both confidential sets as initially filed from  
13 all parties and the redacted versions provided.

14 CMSR. BAILEY: Okay. So, for  
15 example, Mr. Sheehan's Exhibit 2 would be  
16 redacted, and the confidential version would be  
17 "2-C"?

18 MS. SCHWARZER: Yes.

19 CMSR. BAILEY: Okay.

20 MR. SHEEHAN: I have followed --

21 MS. SCHWARZER: Is that acceptable?

22 MR. SHEEHAN: I'm sorry. I have  
23 followed the normal process of they're both  
24 Exhibit 2, one says "Redacted" on the top of it

1 and the other one says "Confidential" on the  
2 top of it, which is how we normally file.

3 CMSR. BAILEY: Okay.

4 MS. SCHWARZER: I had thought we'd  
5 use different numbers. But that's fine. We  
6 can proceed that way.

7 CMSR. BAILEY: Okay. We'll just say  
8 "Redacted" and "Confidential". Thank you.

9 All right. Anything else we need to  
10 deal with, before we present the witnesses?

11 MR. SHEEHAN: The only other thing I  
12 raise is there is a Motion to Dismiss pending.  
13 There are two claims filed by Ms. Thompson that  
14 alleged a violation of state law of the  
15 Consumer Protection Act and the federal Fair  
16 Debt Collection Practices Act. I filed a  
17 motion to dismiss those claims; Ms. Thompson  
18 filed an objection.

19 It's certainly not necessary to  
20 decide that now, but just wanted to note that's  
21 out there. To the extent the Commission has  
22 not decided on it, we will probably have to  
23 talk about it some during the testimony phase.

24 CMSR. BAILEY: Ms. Thompson.

1 MS. TOMPSON: Yes, ma'am.

2 CMSR. BAILEY: Do you have any  
3 response to that?

4 MS. TOMPSON: It's accurate.

5 CMSR. BAILEY: Okay. Does Staff have  
6 a position?

7 MS. SCHWARZER: Staff believes that,  
8 for the reasons cited in Liberty's petition,  
9 the Public Utilities Commission is not the  
10 appropriate forum for those, the state claim or  
11 the federal claim. The Public Utilities  
12 Commission is explicitly excluded from the  
13 Consumer Protection Act under state law. And  
14 we are not a federal court, so -- or a state  
15 court. So, we would not address the federal  
16 statute either.

17 CMSR. BAILEY: Ms. Tompson.

18 MS. TOMPSON: And I object to that,  
19 because jurisdiction lies with the PUC. The  
20 PUC has the ability to adjudicate anything  
21 before it. And these are our consumer  
22 protection statutes. So, both apply. Both  
23 have been violated, and both should be  
24 adjudicated in this proceeding.

[WITNESS:  Tompson]

1                   CMSR. BAILEY:  Okay.  We're going to  
2                   take up the ruling on that in the written  
3                   order.

4                   But I would advise you, Ms. Tompson,  
5                   to focus on the facts that you want to get into  
6                   the record to prove that.  And then, at the  
7                   end, in your closing argument, you can say how  
8                   those facts demonstrate whatever laws you think  
9                   were violated.  Okay?

10                  MS. TOMPSON:  Yes, ma'am.

11                  CMSR. BAILEY:  Thank you.  All right.  
12                  We're going to start with Ms. Tompson.

13                  So, Ms. Tompson, would you gather  
14                  your things and come up to the witness bench  
15                  and be prepared to be sworn in.

16                               (Whereupon **Judith Tompson** was  
17                               duly sworn by the Court  
18                               Reporter.)

19                  MS. SCHWARZER:  Great.

20                               **JUDITH TOMPSON, SWORN**

21                               **DIRECT EXAMINATION**

22                  BY MS. SCHWARZER:

23                  Q       Ms. Tompson?

24                  A       Yes.

[WITNESS:  Tompson]

1     Q     For the record, would you please state your  
2           name and address.

3     A     Judith Tompson, 9 Lancelot Court, Unit 8, in  
4           Salem, New Hampshire 03079.

5     Q     And how long have you lived there?

6     A     Since December of 2000.

7     Q     And is that address also your mailing address  
8           where you accept mail?

9     A     Yes.

10    Q     Did you file a complaint against Liberty  
11          Utilities with the Commission?

12    A     Yes.

13    Q     On September 17th, 2018?

14    A     Yes.

15                   MS. SCHWARZER:  And I do have a copy  
16                   of the complaint.  Can I show it to her, just  
17                   so she can identify it?  Thank you.

18                                 *[Atty. Schwarzer showing*  
19                                 *document to Witness Tompson.]*

20    BY MS. SCHWARZER:

21    Q     Ms. Tompson, is the document I showed you,  
22           about 22 pages with attachments, the complaint  
23           that you filed?

24    A     Yes.

{DE 18-148} {02-19-19}

[WITNESS:  Tompson]

1     Q     Do you have any corrections to the factual  
2           allegations and representations made in that  
3           complaint at this time?

4     A     In my complaint, no.

5     Q     Do you affirm the factual allegations and  
6           representations you made in your complaint as  
7           truthful and accurate to the best of your  
8           knowledge?

9     A     Yes, I do.

10    Q     Would you please summarize your claims against  
11           Liberty and the factual allegations you believe  
12           support those claims.

13    A     Liberty Utilities has claimed from 2003 to the  
14           present that there are arrears on this account  
15           in excess of \$5,000.  They have no standing  
16           with which to seek any money from National Grid  
17           from 2003 to 2014.  There's a three-year  
18           statute of limitations in the State of New  
19           Hampshire, both under contract law and personal  
20           injury and as far as discovery is concerned.

21                 Prior to this complaint, there have been  
22           no notice of Fuel Assistance acceptance into  
23           the Program, Fuel Assistance applications to  
24           the account, notice of any amounts --

{DE 18-148} {02-19-19}

[WITNESS:  Tompson]

1                   CMSR. BAILEY:  Ms. Tompson?

2                   WITNESS TOMPSON:  Yes.

3                   CMSR. BAILEY:  Over here.  You have  
4                   to, if you have a prepared written statement,  
5                   read it really slowly, so that the stenographer  
6                   can get everything please.

7                   WITNESS TOMPSON:  I understand.

8       **CONTINUED BY THE WITNESS:**

9       A       Prior to this complaint, there's been no notice  
10              of Fuel Assistance acceptance into the Program,  
11              no notice of Fuel Assistance applications to  
12              the account, and no notice of amounts applied  
13              against the eligibility amounts from Fuel  
14              Assistance.  Except for Exhibit 23, which was  
15              presented today, is the very first letter  
16              received regarding Fuel Assistance in this  
17              case.

18              There's forfeiture and/or waiver with the  
19              National Grid accruals claimed in this case,  
20              because National Grid never pursued any arrears  
21              alleged owed and due prior to Liberty Utilities  
22              purchasing the Company.  There was no privity  
23              of contract between National Grid and Liberty  
24              Utilities regarding that information.

{DE 18-148} {02-19-19}

[WITNESS:  Tompson]

1           By failing to give me notification of the  
2           Fuel Assistance information, it rendered me  
3           unable to file a waiver with the Fuel  
4           Assistance Program due to hardship.

5           Under Exhibit 22, Page 31, it specifically  
6           states that waivers can be part of your  
7           application to the Fuel Assistance Program.  By  
8           Liberty Utilities not notifying me of exactly  
9           what had been applied in this case and what had  
10          not been applied in this case, I was not able  
11          to go back and attempt to get the full amount  
12          of the eligibility amount, which was \$675 each  
13          year for years, and this year and last year  
14          there's an additional \$270 in addition to that,  
15          and apparently none of it had been completely  
16          utilized, which could have been utilized.  
17          Because I was not given notice of that  
18          information, I was not able to go back and  
19          apply for any waivers under hardship.

20          *Res judicata* applies to the May 2008 *[sic]*  
21          discontinuance request by Liberty Utilities.  I  
22          never received notification by Liberty  
23          Utilities off of that.  They sent it to the  
24          Public Utilities Commission.  My first



[WITNESS:  Tompson]

1       notification of the discontinuation was by the  
2       Public Utilities.

3               Under custom and usage, Liberty Utilities  
4       has accepted Fuel Assistance as sole payments  
5       on the account for years.

6               Under the Unfair and Deceptive Practices  
7       Act, the FDCPA, and RSA 358-A:2, violations  
8       have occurred as unfair and deceptive practices  
9       in obtaining payments.

10              There's no billing dispute resolution with  
11       Liberty Utilities.  There are no forms that are  
12       available to fill out, and no proceedings  
13       specific to billing disputes.  For years I have  
14       verbally, and in writing, disputed the amount  
15       of arrears that's alleged owed and due to  
16       Liberty Utilities on this account.  There's  
17       never been any meetings.  There's never been  
18       any proceedings.  There's never been any offer  
19       to sit down and have a meeting regarding that.  
20       The only statements that have ever happened,  
21       which are primarily verbally, are "Our records  
22       indicate that you owe the money, you need to  
23       pay it, you need to set up a payment plan."

24              I received no notice of the electric

[WITNESS:  Tompson]

1       account transfer into the new owner's name upon  
2       eviction.  And there was an order to  
3       discontinue the services on August 28th, which  
4       I received no notice.  At no time have I  
5       received the mandatory 14-day notice of  
6       disconnection by Liberty Utilities in this  
7       case.  It is a financial hardship to  
8       discontinue the electricity.  It is a physical  
9       hardship to discontinue electricity.

10           I obtained from the Salem 10th Circuit  
11       District Court an order stating that the  
12       electricity needed to remain on.  Specific to  
13       that, attached is the affidavit, stated  
14       "Liberty electric service".  And it was  
15       specific only to the utility of electric  
16       services.  And I was forced to obtain that  
17       document, because both of the requests for  
18       disconnection are after Eviction Notices had  
19       been issued in this case.

20           In the entire time that I have lived,  
21       since December of 2000, there's been no  
22       requests for discontinue of services to the  
23       Public Utilities Commission.

24           On August 1st, 2017, at 9 Lancelot Court,

[WITNESS:  Tompson]

1           Unit 8, in Salem, New Hampshire, was posted on  
2           my door an Eviction Notice dated August 1st,  
3           2017.  Three days later Liberty Utilities  
4           sought to disconnect electric service.  On  
5           August 4th, I received a letter notification  
6           from Liberty that they were pursuing  
7           disconnection through the Public Utilities  
8           Commission.

9           On 5/1, May 1st, 2018, at 9 Lancelot  
10          Court, Unit 8, in Salem, New Hampshire, was  
11          posted on my door an Eviction Notice dated  
12          May 1st, 2018.  Fifteen days later I was  
13          notified by the Public Utilities Commission  
14          that Liberty sought to disconnect the electric  
15          service.  I never received any notification  
16          from Liberty Utilities that they had sought a  
17          second disconnection.

18          I resided at 9 Lancelot Court, Unit 8, in  
19          Salem, for 18 years.  Only twice in those 18  
20          years has any electric utility company ever  
21          sought disconnection of electric service, which  
22          is Liberty Utilities, immediately after  
23          receiving notice of an eviction.

24          I have a chronic debilitating

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[WITNESS:  Tompson]

1           physiological medical condition.  I live solely  
2           on unearned income, which consists of monthly  
3           federal social security disability payments.

4           On 05/22/2018, I spoke with the Salem Town  
5           Manager's Office, who informed me that Liberty  
6           Utilities is the only exclusive authorized  
7           electric service distributor in the entire  
8           town.  And that fact I verified via telephone  
9           with the Public Utilities Commission.

10          Electricity is a necessity.  Discontinue  
11          of my electric service is a hardship, which  
12          includes, but is not limited to, an inoperable  
13          unit fire alarm, as I live in a 24-unit  
14          building, apartment building.  A  
15          disconnection -- a disconnected building  
16          alarm/fire alarm system, a disconnected fire --  
17          electric service is a hardship, which includes,  
18          but is not limited to, an inoperable unit fire  
19          alarm, a discontinued -- a disconnected  
20          building fire alarm system, a disconnected fire  
21          station fire alarm system, an inability to  
22          refrigerate food, an inability to prepare food,  
23          and an inability to store food, and an  
24          inability to see and safely get in and out of

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[WITNESS:  Tompson]

1       the bathroom, and an inability to decrease  
2       accumulated heat in a brick building, and an  
3       inability to regulate for air quality in the  
4       unit, an inability to remove water from the air  
5       in a damp basement unit, loss of the landline  
6       telephone and telephone service, an inability  
7       to call 9-1-1, and an inability to call medical  
8       providers, and/or a high probability of  
9       physical injury due to diminished sight as a  
10      result of the loss of the use of electricity.

11           As a consumer, I have a right to dispute  
12      the billing, and there's no mechanism with  
13      which to do that.  Each verbal interaction  
14      and/or altercation that I have had with the  
15      Collection Department specific to Liberty  
16      Utilities has escalated to the point where  
17      nothing is accomplished, where the interactions  
18      have become inflexible and difficult.  And  
19      there is no dispute resolution.  I'm merely  
20      told "You need to set up a payment plan and pay  
21      what you owe."

22           The issue in this case is that I am  
23      disputing these amounts.  And any -- any  
24      monetary payments that I make setting up any

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[WITNESS:  Tompson]

1       payment plans is automatically reaffirming a  
2       debt that I was claiming that I don't owe.  So,  
3       it doesn't make sense to set up a payment plan  
4       if you have disputed amounts.  And there's no  
5       mechanism with which to dispute those amounts  
6       through Liberty Utilities.

7               There's never been any meetings, any  
8       proceedings, or any offer of any meetings  
9       regarding that issue.  At no time have I  
10      received any documentation in the mail  
11      regarding trying to set up a payment plan.  
12      Everything has been verbal via telephone.

13             I do not have voice mail or an answering  
14      machine, I do not have Internet service, and I  
15      do not have cable service, because those are  
16      considered luxuries.

17             Any contact that Liberty Utilities has  
18      made to my unit would be calling and the phone  
19      ringing.  I would have no way of knowing  
20      whether or not they have actually contacted me.  
21      So, any contact that they have had with the  
22      Public Utilities Commission claiming that they  
23      have made attempts have only been attempts,  
24      because I have -- if their claim is that they

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[WITNESS:  Tompson]

1       have made contact, and I refused to make  
2       contact, that is simply not true.

3               They have failed -- Liberty Utilities has  
4       failed to comply with the PUC regulations,  
5       violated state -- federal law and -- state and  
6       federal law, consumer protection laws via the  
7       unfair and deceptive practice violations.

8               I'm a middle-aged, single female, with a  
9       permanent walking disability.  I have a chronic  
10      medical condition.  I subsist on unearned  
11      income of social security disability, which is  
12      a physical hardship, as well as a financial  
13      hardship.

14              I have applied since 2011 for the medical  
15      assistance, for the medical certification on  
16      the account, and this is even prior to Liberty  
17      Utilities, and each year it is granted.  I  
18      would say, for the last five years, my doctor,  
19      Dr. Nazard, has completed the documentation and  
20      sent it in, and it has been granted.

21              On 08/22/2018, at 10:42 a.m., I spoke with  
22      David Pasieka, from Algonquin Corporate office,  
23      which is the corporate office for Liberty  
24      Utilities, at (905)465-4500, regarding filing a

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[WITNESS:  Tompson]

1       complaint and the issues that I had, and he  
2       redirected me to the Londonderry office for  
3       Liberty.

4               I did not receive notice of the November  
5       6, 2017 termination of my electric service.  On  
6       November 6th, which was a Monday, of 2017, a  
7       male Liberty worker, a middle-aged male Liberty  
8       worker, had apparently come to the unit.  I was  
9       standing in the middle of the unit and all  
10      services were disconnected.  The lights went  
11      out.  I grabbed a flashlight.  I walked out of  
12      the unit and saw a Liberty Utilities envelope  
13      on the door, and folded inside of it was a  
14      discontinue -- a termination notice, with no  
15      date on it, no signature, and it had an arrears  
16      notice on it.  I took it, I put it in the unit.  
17      I went back out and I looked.  As the man was  
18      exiting the building, I grabbed -- told him  
19      "Hey, you know, wait a minute.  I'm Unit 8.  
20      What's going on?"  And he explained to me that  
21      he had a termination notice.  And I said "I  
22      never received any documented notice in the  
23      mail regarding this."  I'm entitled to get  
24      notice prior to this happening, so that I can

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[WITNESS:  Tompson]

1           contact the PUC or ask for a hearing.  And he  
2           pointed to where he had taped the notice to the  
3           door, and says "I gave it to you".  And I said  
4           "No, I'm supposed to get notice in the mail.  I  
5           never received it."

6           He then contacted Liberty Utilities, the  
7           Londonderry office.  And he spoke with them and  
8           then I spoke with them, and there was a heated  
9           discussion regarded the issues.  I stated that  
10          I had not received any notification --

11                               *[Court reporter interruption.]*

12   **CONTINUED BY THE WITNESS:**

13   A       I had told them that I had not received any  
14           documented notice.  I didn't have a 14-day  
15           notice on the disconnect.  I was then told by  
16           the female -- I was then told by the female on  
17           the phone that notice had been sent to me.  And  
18           I responded that it had not been sent to me,  
19           and that they shouldn't disconnect the service.  
20           A prolonged discussion ensued, and then she put  
21           the worker back on the phone and directed him  
22           to turn the service back on.  The service was  
23           out for approximately one hour on that day.

24           I did not receive any notice of the

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[WITNESS:  Tompson]

1           termination.  I did not receive notice of the  
2           May 2018 permission that they sought through  
3           the Public Utilities Commission to disconnect.  
4           I only received the initial notice in August of  
5           the prior year.  I did not receive the 30-day  
6           notice of my Med Certification pending  
7           expiration case.  In May, every year I apply,  
8           every year a 30-day notice has been timely sent  
9           to me, and I forward it to my doctor.  He  
10          completes it, he faxes it, he sends it to  
11          Liberty, and it's approved, and put on the  
12          account.  And then, within a timely amount of  
13          time, I receive notification that the  
14          certification is active on the account, except  
15          in May.  I never received the 30-day  
16          notification.  The time expired for that, for  
17          the expiration.  And then I did receive a  
18          letter from Liberty saying that you now are not  
19          covered, because you didn't send in, the  
20          certification has expired.  I immediately  
21          contacted -- I immediately sent a fax over to  
22          Liberty Utilities notifying them that the  
23          condition still existed and that I needed the  
24          documentation.

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[WITNESS:  Tompson]

1           The paperwork was forwarded to me.  I  
2           forwarded it to my doctor.  He signed the  
3           documentation.  It was faxed by his office to  
4           Liberty.  I never received acknowledgment of  
5           having been received or applied to the account.  
6           I called on three separate occasions asking for  
7           the documentation, and each time I was told  
8           "it's already been sent to you."  And I  
9           responded "I did not receive it.  Please resend  
10          it."  It hadn't been resent to me.

11          At the end of August, I spoke with a PUC  
12          worker, Rorie Patterson.  And in September, a  
13          packet was hand-delivered by Liberty Utilities  
14          to my door, and in that packet was the  
15          certification.  However, it -- on its face, the  
16          document expired before they even issued it,  
17          because it actually lists the expiration date  
18          as a 2018 date, as opposed to a 2019 date.  
19          This complaint was filed in September of 2018,  
20          and there hasn't been any corrected version  
21          issued in this case.

22          I did not receive notice of the 2018 med  
23          certification applied.  I did not receive  
24          notice of the electric account transfer to the

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[WITNESS:  Tompson]

1       new owner in this case.  And Exhibits 3 and 4  
2       that have been presented by the defendant were  
3       never issued to me.  I never received those  
4       documents.  The only Liberty Utilities letter  
5       that I have received is the last docket [sic],  
6       Exhibit 23 that's been issued in this case that  
7       was submitted today by the defendant, stating  
8       notification of any Fuel Assistance in this  
9       case.

10             Disputed facts that I have, pursuant to  
11       Liberty's proposed Statement of Disputed [sic]  
12       Facts, are objections to numbers 14, 18, and  
13       20.

14             In number 14, it states that "Ms. Tompson  
15       agreed to put the services back in her name",  
16       which is not accurate.  The discussion that  
17       ensued on that date was questioning why the  
18       services had been removed out of my name in the  
19       first place, because I had never received  
20       notice, nor had I requested that it be removed.  
21       I was still physically present on the property,  
22       and I am the consumer of record for Liberty  
23       Utilities and have been for years.

24             The second issue in dispute is that the

[WITNESS:  Tompson]

1       advised payment, as stated, is "\$2,697.90",  
2       which is absolutely not true.  The stated  
3       amount was 2,500 even, because the worker, who  
4       I believe the document states was Ms. Hemeon,  
5       did not have the file in front of her and  
6       acknowledged that she didn't have the file in  
7       front of her.  But stated she was fully, you  
8       know, apprised of the case, and she says "Well,  
9       it's in excess of 5,000.  So, I'm going to need  
10      a check in the amount of 2,500 in order to stop  
11      the disconnection."

12             She advised me that the disconnection  
13      order -- there was a disconnection order for  
14      August -- for August 28th, which was a  
15      Wednesday, an order for disconnection.  I never  
16      received any notice of disconnection, 14-day  
17      notice of disconnection.  The reason that I had  
18      actually called Liberty Utilities on that day  
19      was because I was -- I was calling in order to  
20      confirm a payment made.  I had received a Final  
21      Bill in the mail in this case, and realized  
22      that something was different or something was  
23      wrong.  I believe it was the \$9 amount accrual.  
24      So, I had contacted the automatic -- made the

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[WITNESS:  Tompson]

1       payment, the automatic billing, made the  
2       automatic payment, and part of the contingency  
3       was that you had to call the 800 number in  
4       order to verify the code that they gave you,  
5       which I did.  When I called to verify the code,  
6       I was told that "This account is not in your  
7       name anymore.  It's been transferred to the new  
8       owner", there was no name stated, "and it's  
9       scheduled for disconnection on Wednesday.  
10      They're coming out, the order's already issued.  
11      They're coming out, they're going to cut the  
12      service."

13               And on number 14, it says that "Ms.  
14      Tompson then asked for a phone call from the  
15      Legal Department."  In actuality, I asked for  
16      something in writing from the Legal Department.

17               Number 18 states "During the week of  
18      August 20th, Ms. Fleck attempted to call Ms.  
19      Tompson regarding her complaint, leaving a  
20      message."  It's not possible to leave a  
21      message.  I do not have an answering machine.  
22      So, that is factually incorrect.

23               And on number 20, it states "On or about  
24      August 29th, 2018, Ms. Hemeon drove to Ms.

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[WITNESS:  Tompson]

1       Tompson's address to attempt to make contact.  
2       Ms. Hemeon knocked, could hear someone inside,  
3       but the door was not answered.  Ms. Hemeon left  
4       a letter taped to the door with contact  
5       information for Ms. Allen and Ms. Downing."  
6       There's a discrepancy.  The actual  
7       documentations, which are Exhibits 12 and 13  
8       submitted by the defendant, state "Jessica  
9       Allen", and not Ms. Hemeon, and there was no  
10      knock at the door on that date.

11             In addition, if you look at the  
12      documentation on Exhibit 12, on the actual  
13      letter, the letter is written stating that they  
14      did not have -- they had no contact.  It's a  
15      pre-typed letter that was taped to the door,  
16      which would indicate that there was no  
17      intention to make any contact, it was simply  
18      taped to the door.  And it was taped to the  
19      door after discussion with Rorie Patterson at  
20      the PUC, stating that I intended to file a  
21      formal complaint.

22             No letters have been sent by Liberty  
23      Utilities in order to set up any payment plans  
24      and/or remedy any dispute resolution regarding

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[WITNESS:  Tompson]

1       the billing, because I don't believe there's  
2       any dispute resolution that exists.  I have  
3       been told repeatedly that their records  
4       indicate that the money is owed and due, that  
5       you're required to set up a payment plan, or  
6       otherwise you can be disconnected, and you need  
7       to set up a payment plan.

8               Exhibits A and B are prior medical  
9       documentation that's been submitted in this  
10      case.  And I went back as far as 2011.

11              Fuel Assistance notifications are issued.  
12      When I applied for Fuel Assistance, there's an  
13      application process, where you just fill out a  
14      form and then you submit any documentation in  
15      order to secure the eligibility amounts based  
16      on your financial status.  At no time does the  
17      Fuel Assistance Program send you a copy of  
18      their Procedure Manual.  So, as a consumer of  
19      that service, you have no idea what their  
20      procedural process is.

21              Past due notice, on Exhibit D, is  
22      January 3rd, 2017, listed as "\$5,008.36".

23              The initial Eviction Notice is Exhibit E,  
24      which was issued on August 1st.

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[WITNESS:  Tompson]

1           And number F, dated 02/08/2018, states  
2        "This is an automatic benefit.  You do not need  
3        to contact us for approval.  Vendors will be  
4        notified directly."  And that is for the  
5        additional \$270.

6           Exhibit G is the May 1st, 2008 *[sic]*  
7        Eviction Notice.  Because both of -- both  
8        requests for termination of services were on  
9        the heels of Eviction Notices only.  The  
10       arrears in this case have been on the -- have  
11       been alleged owed and due by this organization  
12       for years.  This is not something that they  
13       stated was owed and due recently.  And they had  
14       sought, because it's the -- it's the  
15       plaintiff's position that the fear is that,  
16       with an Eviction Notice, Judith Tompson would  
17       leave the area, and then there would be no  
18       payment plan in place, which would jeopardize  
19       employment of the individuals, supervisors in  
20       the Collection Department at Liberty Utilities.

21           The request for disconnection by the PUC  
22        does not state anything relative to, and I'm  
23        looking at Exhibit H, does not say anything  
24        relative to "dispute resolution".  And I looked

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[WITNESS:  Tompson]

1       in the PUC regulations, and I didn't see  
2       anything specific to "dispute resolution" with  
3       a utility.  There are no forms available to  
4       fill out, nor is there anything relative to  
5       Liberty Utilities.  There are no forms of which  
6       you fill out in order to dispute any amounts  
7       that are owed and due.

8               Exhibits I and J are specific to the  
9       motion granted by the Salem 10th Circuit.  The  
10      Honorable Robert S. Stephen, on 07/12/2018,  
11      granted a motion for order for continued  
12      electric on the property.  The affidavit that  
13      is attached is specific to Liberty Utilities.  
14      It states "I have resided at 9 Lancelot Court,  
15      Unit 8, in Salem, New Hampshire, for 18 years.  
16      Only twice, in those 18 years, has any electric  
17      utility company ever sought to disconnect  
18      electric service; which is Liberty Utilities,  
19      immediately after receiving notice of an  
20      eviction."  And that's Exhibits I and J.

21              Exhibit K is dated 06/27/2018, and  
22      specifically states "we have placed a temporary  
23      protection status on your account, which will  
24      protect your account from collection activity,

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[WITNESS:  Tompson]

1       including termination, until 06/26/2018."  So,  
2       the document actually expired the day before it  
3       was issued.

4               Exhibit L is a Statement, and Exhibit M is  
5       the Final Bill that was generated in this case,  
6       for the current charge of \$9.43, which was  
7       paid.

8               Exhibit N is specific to an order  
9       generated by the federal court regarding  
10      injunctive relief.  The issue in this case was  
11      that two court complaints were filed, the New  
12      Hampshire -- the state court complaint was  
13      removed to federal court, and they were moving  
14      forward simultaneously.  Motions for the  
15      continued electricity were filed in both  
16      courts.  While the remand -- while the removal  
17      was pending, the Salem 10th Circuit, without a  
18      hearing, issued the order stating to continue  
19      electricity.  So, once I received the order in  
20      the mail, I faxed it to Liberty Utilities, a  
21      notification of that order.  And then filed a  
22      motion in federal court stating that I was  
23      withdrawing that request in federal court,  
24      because it had already been granted in state

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[WITNESS:  Tompson]

1       court.  And document number N outlines those  
2       issues.

3             At no point in time was there any court  
4       order that has been presented in this case, nor  
5       has any court ordered that my electric utility  
6       was mandated to be put in the owner's name.  It  
7       just doesn't exist.  It's an absolute  
8       misunderstanding, misapplication.  It's -- it's  
9       simply not true.

10            Exhibits O and P are letters sent to  
11       Liberty Utilities.

12            I did try to get clarification from the  
13       lawyer of the owner asking him what the status  
14       was.  And I wrote a letter stating:  "On  
15       08/17/2018, I spoke with a Liberty Utilities  
16       representative.  The representative stated that  
17       electricity is scheduled for termination on  
18       Wednesday, 08/29/2018, at this address.  The  
19       representative further stated that my electric  
20       account has been transferred into your client's  
21       name.  I have received no written notification  
22       of this event.  I have received no  
23       disconnection notice from Liberty.  I am  
24       unaware of any transfer of electric service

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[WITNESS:  Tompson]

1           and/or of any request for transfer of service  
2           made.  I was further told that "a lawyer" wrote  
3           a letter and mailed information to Liberty  
4           regarding the electric account.  At this time,  
5           I request any and all information your office  
6           generated and/or mailed to Liberty Utilities  
7           regarding the aforementioned property."

8                       Response was received, and a copy of an  
9           email that apparently had been sent to one of  
10          the Liberty Utilities' workers stated that they  
11          were forwarding a magistrate's order in the  
12          Salem District Court, order requiring Madhu  
13          Company to continue electric service was not  
14          valid.

15                      As far as I'm aware, lawyers don't have  
16          the ability to invalidate valid orders that  
17          have been generated by a court of law.  I don't  
18          understand why this information was forwarded,  
19          nor do I understand why Liberty Utility acted  
20          on it, because the Public Utility Commission  
21          regulations state that there wouldn't be a  
22          transfer in services unless and until there had  
23          been a 60-day abandonment.  And I had already  
24          confirmed with Liberty Utilities that I was

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[WITNESS:  Tompson]

1           physically on-site.  At no time did Liberty  
2           Utilities send any letters questioning "Are you  
3           still on the premises?  Are you still living  
4           there?"  And I had already confirmed verbally  
5           on the phone that I was still living there.

6           On August 29th, 2018, Exhibit T was left  
7           at my door.  It states "Judith Tompson:  You  
8           have been notified by both Liberty Utilities  
9           and the Public Utilities Commission stating  
10          that your service is to be disconnected.  In an  
11          attempt to negotiate payment arrangements to  
12          prevent disconnection I visited your address  
13          today, Wednesday, August 29th, 2018.  I was  
14          unable to make contact."

15          Clearly, this document was preprinted in  
16          the Londonderry office before being delivered,  
17          and a piece of tape was attached to it.  So, I  
18          mean, it was -- it was put on the door as a  
19          means of making contact in order to set up a  
20          payment plan.  And no contact was intended,  
21          there was no knock at the door.

22          It further states "Please know that my  
23          intent is to set up arrangements to prevent  
24          your disconnection.  Your current balance is

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[WITNESS:  Tompson]

1       5,386.37, which is currently past due.  In the  
2       last month, you have refused to receive both  
3       written and verbal contact with us in order to  
4       negotiate payment arrangements."

5               And in actuality, there has been no  
6       refusal of anything.  If I -- I check my mail  
7       every day at 9 Lancelot Court, Unit 8.  If  
8       there's mail in the box, and I'm the only one  
9       that lives at that address, and I'm the only  
10      one with a key to that mailbox, I take the mail  
11      out.  If no mail has been sent to me, I don't  
12      have it and I don't have any knowledge of that.

13             If an entity is seeking "signature  
14      required" documents, it puts me in a position  
15      of having to physically be home in order to be  
16      able to receive those documents.  If I am not  
17      home, then they can attempt delivery three  
18      times.  After the three times, it's sent back.  
19      I don't have any control over being home when  
20      something is delivered.  And if it's -- and if  
21      it's required to have a signature, then I would  
22      physically have to be available.  No one else  
23      lives with me.  So, no one else can sign any  
24      documents.

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[WITNESS:  Tompson]

1           I have never made a statement to anyone,  
2           or any entity, any court proceeding, anyone  
3           claiming that I haven't received something when  
4           I actually had received something.  If I make a  
5           definitive statement that I did not receive a  
6           document, I did not receive it.  If I did not  
7           receive something that had come in the mail, I  
8           did not receive it.  And I will attempt to  
9           pursue it, if I need to have it.

10           T further states "Please contact me or the  
11           Senior Manager below".  And it says "Best  
12           regards, Jessica Allen."  There was no contact.  
13           There was no knock at the door.  I was home.

14           The past due notice that was issued, which  
15           is Exhibit V, on January 3rd, 2019, actually  
16           lists the accrued amounts as "\$10,708.5".  It  
17           doesn't look as if there's enough room for the  
18           computer system to even add that amount of  
19           money in.  At no time have I received any other  
20           notifications claiming that amount of money,  
21           unless attorney fees have been added onto the  
22           account.  Or, this is some attempt in order to  
23           engage in a discussion by being sent.

24           I have an affidavit signed and dated 11

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[WITNESS:  Tompson]

1       February 2019, which is Exhibit W, regarding  
2       the issues in this case.

3               And Exhibit X is a Third Party  
4       Notification Enrollment Form, which  
5       specifically state "Liberty Utilities Credit  
6       and Collections/Account Processing", which  
7       means that Liberty Utilities has its own  
8       collection department that utilizes collection  
9       activities to their benefit, and apparently to  
10      the benefit of the prior owner, National Grid,  
11      because they're alleging that that debt is owed  
12      to them, of which they have no standing to even  
13      articulate that they're owed that, because they  
14      never provided any services by National Grid  
15      and Liberty Utilities.

16              The Liberty Utility notice, which was  
17      placed on my door on November 6, 2017, is  
18      Exhibit Y, and that is the only Notice of  
19      Termination that I did receive.  And  
20      termination occurred.  It doesn't matter  
21      whether it would occur for a few minutes or an  
22      hour or a day.  Termination actually occurred,  
23      because the worker came out, had to enter the  
24      building, had to have a key to get into the

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1       building -- the secured area that's closed off,  
2       in order to unlock the door, go in, flip the  
3       switch, turn off all the electricity on my unit  
4       in particular, and then lock the door and then  
5       exit.

6               Exhibit Z, AA, BB, and CC are further  
7       letters.  Because when I realized that the  
8       final notice had been issued, and that they  
9       were planning to come out and shut the services  
10      off on Wednesday, the 29th of August, I began  
11      faxing notifications to them to try and stop  
12      that process.  And I did call the Public  
13      Utilities Commission.  I spoke, I believe  
14      twice, with Rorie Patterson regarding the  
15      issues, and stated that I had planned to file a  
16      complaint regarding unfair and deceptive  
17      practices, as well as a failure to notify under  
18      PUC regulations, which is fully outlined both  
19      in the complaint and in the motion -- and  
20      objection to the motion to dismiss in this  
21      case.

22              I dispute the amounts that are owed and  
23      due.  I have continued to dispute them for  
24      years, both verbally and in writing, to Liberty

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[WITNESS:  Tompson]

1           Utilities to no avail.  And there hasn't been  
2           any resolution.  This case -- the alleged  
3           arrears that they have claimed that I owe them  
4           have continued.  No notification in writing has  
5           been sent to me regarding those arrears or  
6           setting up any payment plans.

7           Each conversation that I have had with any  
8           Liberty Utilities representative has consisted  
9           of "Our records indicate you owe the money, and  
10          you have to set up a payment plan."  And my  
11          response has consistently been "I do not owe  
12          what you are claiming.  I dispute these  
13          amounts."  "Well, our records say that you owe  
14          it, and you need to set up a payment plan."  
15          And then they recite the PUC regulations  
16          stating that a payment plan has to be in place.

17          As a -- as someone who is utilizing a  
18          service, if I am disputing the amounts, it  
19          would be inappropriate and/or improper for me  
20          to set up a payment plan, because it would --  
21          it would reaffirm debt that I'm stating that I  
22          don't owe.  Statute of limitations, there's a  
23          three-year statute of limitations in the State  
24          of New Hampshire, which means that, this being

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1       February of 2019, Liberty Utilities could only  
2       make a claim back to February of 2016, which  
3       would obliterate any documentation related to  
4       and/or regarding National Grid.

5               In addition, their custom and usage is to  
6       have accepted in full the payments from the  
7       Fuel Assistance Program.  So, any amounts that  
8       were alleged owed and due in the last three  
9       years that haven't been paid by the Fuel  
10      Assistance Program have either been forfeited  
11      or waived, because they haven't proceeded  
12      and/or sought any resolution to that issue.

13             There's nothing in the PUC regulations  
14      specifically stating that a private corporation  
15      is prohibited from filing a lawsuit if they  
16      believe that is part of their debt collection  
17      practices.  And at no time was a lawsuit filed  
18      by National Grid or by Liberty Utilities  
19      against me alleging this immense amount of debt  
20      that they're claiming, which means that there's  
21      forfeiture and/or waiver for the amounts that  
22      they're alleging that are owed and due.

23             The fact that the only documentation that  
24      I've received to date from Liberty Utilities is

[WITNESS:  Tompson]

1       Exhibit 23, which is dated November 16,  
2       2008 [sic], acknowledging even any notification  
3       of the Fuel Assistance Program, indicates they  
4       have not sent me any other notifications over  
5       the last three years.  Without sending me those  
6       notifications, I was not able to go back and  
7       appeal to the Fuel Assistance Program in order  
8       to obtain any other sums which would cover any  
9       other payments to them.

10           It is my position that there is no money  
11       owed and due to Liberty Utilities in this case.  
12       I dispute these amounts.  I have continued to  
13       dispute these amounts.  And we have been in a  
14       complete stalemate for years regarding these  
15       issues.  And that is why I filed the complaint  
16       against Liberty Utilities before this tribunal.

17           CMSR. BAILEY:  Thank you.  Do you  
18       want to mark the Petition as an exhibit?  Your  
19       original Petition?

20           WITNESS TOMPSON:  Yes, your Honor.  
21       And I'd also like to mark the motion and  
22       objection to the Motion to Dismiss as well.

23           CMSR. BAILEY:  That's not an exhibit.  
24       That's just a -- I think that you don't need to

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[WITNESS:  Tompson]

1           mark that, but --

2                   WITNESS TOMPSON:  I understand.

3                   CMSR. BAILEY:  Is that right?

4                   MS. SCHWARZER:  Yes.  That's in the  
5           docket already.

6                   CMSR. BAILEY:  Okay.  But the  
7           Petition, maybe we should mark as "Exhibit DD".

8                           (The document, as described, was  
9                           herewith marked as **Exhibit DD**  
10                          for identification.)

11                   MS. SCHWARZER:  Chairman Bailey, I  
12           have the version of the Petition that the  
13           Petitioner looked at at the beginning of her  
14           testimony.  I'd be happy to give that either to  
15           the Clerk or to the stenographer.

16                   CMSR. BAILEY:  Okay.  Thank you.  Off  
17           the record.

18                           *[Brief off-the-record discussion*  
19                           *ensued.]*

20                   CMSR. BAILEY:  Back on the record.

21           Do you want to --

22                   MS. SCHWARZER:  I'd be happy to show  
23           her the Petition again, if you would like me to  
24           do that?

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[WITNESS:  Tompson]

1                   CMSR. BAILEY:  No.  I think she  
2                   identified it earlier.

3                   MS. SCHWARZER:  She did.

4                   CMSR. BAILEY:  And I was going to ask  
5                   at the time, but I didn't know what exhibit  
6                   number to give it.  So, I waited.

7                   So, are you then finished with your  
8                   direct testimony, Ms. Tompson?

9                   WITNESS TOMPSON:  Yes, ma'am.  I  
10                  would like to be able to recall the witness, if  
11                  necessary, at the end of the proceedings, if  
12                  that's --

13                  CMSR. BAILEY:  Recall yourself?

14                  WITNESS TOMPSON:  Correct.

15                  CMSR. BAILEY:  Sure.

16                  WITNESS TOMPSON:  Thank you.

17                  CMSR. BAILEY:  And you get to go  
18                  last.  Okay.

19                  All right.  So, who goes next?  Is it  
20                  Staff or the Company?  The Company?  All right.  
21                  Thank you.

22                                   **CROSS-EXAMINATION**

23                  BY MR. SHEEHAN:

24                  Q     Ms. Tompson, I understand you're an attorney,

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[WITNESS:  Tompson]

1           is that correct?

2   A       Not in the State of New Hampshire, no.

3   Q       Are you -- did you graduate from law school?

4   A       Yes.

5   Q       Which school?

6                       WITNESS TOMPSON:  I'd like to object  
7       on the grounds of relevance.

8                       MR. SHEEHAN:  I think the relevance  
9       is that Ms. Tompson's competency to understand  
10      documents, to locate documents, and to research  
11      further documents is important here.  And  
12      establishing that she went to a law school,  
13      graduate from a law school, would help prove  
14      her competence in those areas, and disprove any  
15      suggestion that these things may have been  
16      outside her ability to track down.

17                      *(Cmsr. Bailey and Cmsr. Giaimo*  
18                      *conferring.)*

19                      CMSR. BAILEY:  Ms. Tompson, I'm going  
20      to overrule your objection, and you can answer  
21      the question please.

22                      WITNESS TOMPSON:  May you repeat the  
23      question please?

24   BY MR. SHEEHAN:

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[WITNESS:  Tompson]

1     Q     What school?

2     A     Mass. School of Law.

3     Q     Are you currently practicing law in  
4           Massachusetts?

5     A     No.

6     Q     All right.  Are you practicing law anywhere?

7     A     No.

8     Q     You've been in the apartment you've said "since  
9           2000"?

10    A     Yes.

11    Q     Do you have a copy of the exhibits that you  
12           objected to, I think it was a copy of Exhibit  
13           16, do you have a copy of that in front of you?

14    A     Not before me, no.  I have a copy.

15    Q     Could I get it for you?

16    A     Yes.

17                         *[Atty. Sheehan handing document*  
18                         *to the witness.]*

19    BY MR. SHEEHAN:

20    Q     Exhibit 16, Page 2, 3, 4, and 5 appears to show  
21           service dates, bill amounts, payments, and a  
22           running balance, correct?

23    A     That's what it appears to show.

24    Q     Do you dispute any of those charges?

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[WITNESS:  Tompson]

1     A     I don't know.  I don't -- I don't have copies  
2           of any of the National Grid bills.  So, I don't  
3           know.  This is a pre -- part of my objection to  
4           this document, as well as to both Exhibits 16  
5           and 14, is that this is a prepared document by  
6           Jessica A., for the purposes of litigation.  
7           These aren't bills.

8     Q     That's not my question, ma'am.  I said,  
9           assuming that each of these are bills from  
10          National Grid, do you object -- do you have any  
11          reason to dispute, for example, the very first  
12          line, that your bill for January 2003 was  
13          "\$20.60"?

14    A     I have no way of knowing if that's accurate.

15    Q     Do you dispute the fact that the "Payments"  
16          column are empty, on Pages 2, 3, and part of  
17          Page 4, suggesting that no payments were made  
18          from 2003 until 2013?

19    A     I don't know why the "Payments" section is  
20          blank.

21    Q     Did you make payments during those years?

22    A     I don't remember what I paid during those  
23          years.

24    Q     You've said all along that you've "disputed the

[WITNESS:  Tompson]

1           amounts for years".  Did you ever submit  
2           payment records showing that you've made a  
3           payment X on date Y?

4   A       To National Grid?  No.

5   Q       Or to Liberty?

6   A       I'm sorry, that I had made a payment?

7   Q       You appear today saying you "do not owe the  
8           money that Liberty claims you owe".

9   A       Correct.

10  Q       You said you "disputed the amount for years".

11  A       Correct.

12  Q       Have you ever given Liberty Utilities copies of  
13           any documents showing what payments you made?

14  A       Liberty Utilities has never requested it.  So,  
15           no.

16  Q       But you're the one challenging the bill,  
17           correct?

18  A       No, sir.  I'm answering your questions.

19  Q       Okay.  This morning -- or, this afternoon, ten  
20           minutes ago you said "I don't owe anything", or  
21           words to that effect.

22  A       That is correct.

23  Q       And my question is, did you present Liberty  
24           Utilities any evidence of payments you've made

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[WITNESS:  Tompson]

1           that would change the balance due as Liberty  
2           believes it to be?

3   A       Liberty never requested it.   So, no.

4   Q       Do you have any today?

5   A       No, I do not.

6   Q       You came here today to challenge the bill.  You  
7           didn't bring any records showing what you paid?

8   A       The issues regarding the challenge to the bill,  
9           of the statute of limitations, and the fact  
10          that Liberty Utilities never provided any of  
11          the services they're claiming under the  
12          National Grid, National Grid allegedly would  
13          have provided those services, never pursued any  
14          litigation, never pursued any payments on  
15          those, and that that goes back to approximately  
16          16 years ago.  And now Liberty Utilities is  
17          saying that, because they have a printed  
18          document prepared by Jessica A. for the  
19          purposes of this litigation, that I owe Liberty  
20          Utilities for services alleged owed and due to  
21          National Grid, which is forfeiture and/or  
22          waiver.

23   Q       Let me break that into two pieces.  From the  
24          time that Liberty Utilities took over to the

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[WITNESS:  Tompson]

1           present, assuming your "statute of limitations"  
2           argument has merit, which I do not accept, do  
3           you owe any money for that period?

4   A       No, I do not.

5   Q       And did you prove any payments made during that  
6           period?

7   A       There were Fuel Assistance payments on the  
8           account that were made.

9   Q       Were there any checks from Judith Tompson to  
10          Liberty Utilities during that period?

11   A       I do not believe so.

12   Q       You did make a \$9 payment, I believe?

13   A       Oh, that's correct, yes.  And then, after that,  
14          I think there were a couple of payments, too.

15   Q       And then they stopped, correct?

16   A       The payment arrangement via custom and usage  
17          between the parties has been acceptance of the  
18          Fuel Assistance payments, and that is what has  
19          been paid on the account.

20   Q       That wasn't my question, ma'am.  You made a  
21          payment of \$9 in the Fall of 2018.  You  
22          mentioned that before, and you recall that,  
23          correct?

24   A       As a result -- correct.  As a result of the

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1           final notice, the Final Bill.

2   Q       And then you just said you made a couple more  
3           payments in the Fall of 2018, correct?

4   A       I believe so, yes.

5   Q       And why did you make those payments?

6   A       Because I had received the Final Bill in the  
7           mail.

8   Q       And why did you stop making those payments for  
9           the months since the Fall of 2018?

10   A       The Fuel Assistance has been paying the bill.

11   Q       Is it your position that Fuel Assistance should  
12           be paying all of your bills year-round?

13   A       I am allotted a specified amount of money, an  
14           eligibility amount of money by Fuel Assistance.  
15           And the expectation is that the Fuel Assistance  
16           is being applied to the Liberty Utilities bill  
17           in full and exhausting the full amount.  
18           Liberty Utilities has never sent me any  
19           notification that that's not the case.  So, I  
20           have been under the understanding that it has  
21           applied to all of the bills or any bills that  
22           exist.

23   Q       One of the exhibits in this case is a letter  
24           from Ms. Patterson to you in August of, I

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[WITNESS:  Tompson]

1           believe, of '18.  Do you recall that letter?

2   A       I don't have it in front of me.

3   Q       It's Liberty's Exhibit 15.

4   A       I don't have it before me.

5   Q       I handed you a copy two hours ago, and I mailed  
6           you a copy last week.  Is there a place we can  
7           find it for you?

8                   MR. SHEEHAN:  Oh.  Thank you, Rorie.

9                   MS. PATTERSON:  May I approach?

10                           *[Ms. Patterson handing document*  
11                           *to the witness.]*

12                   WITNESS TOMPSON:  I have Exhibit 15.

13  BY MR. SHEEHAN:

14  Q       Do recall receiving that letter?

15  A       Yes.

16  Q       And in that letter, it recounts a conversation  
17           between you and Ms. Patterson about what your  
18           complaints were, and some of Ms. Patterson's  
19           responses to those issues, correct?

20  A       Yes.

21  Q       And doesn't Ms. Patterson explain how the Fuel  
22           Assistance Program works?

23  A       I don't know.

24  Q       Second full paragraph.  This is characterizing

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1           your understanding of how Fuel Assistance  
2           works.  Correct?

3   A       Yes.

4   Q       If you go to the next page, at the bottom, the  
5           paragraph begins:  "You asked me for written  
6           support of the policy that requires fuel  
7           assistance benefits to be paid only for current  
8           charges (instead of unpaid balances) and only  
9           during certain months of the year."  Do you see  
10          that?

11  A       Yes.

12  Q       And then, the letter goes on to explain the  
13          source of that practice or policy, correct?

14  A       Yes.

15  Q       Do you dispute that?

16  A       I'm sorry, do I dispute that that's what it  
17          says?  No, I don't.

18  Q       Do you dispute that that's how the Program  
19          works?

20  A       I don't know.  No.  I don't know.  Up until  
21          filing the complaint, it was my understanding  
22          that the Fuel Assistance would cover  
23          everything.  And that Liberty Utility, if it  
24          didn't, would have notified me in writing that

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1           the full amount hadn't been exhausted on the  
2           account.

3   Q       And can you acknowledge that your understanding  
4           may be wrong?

5   A       I can acknowledge that it may be wrong.

6   Q       And if it is wrong, if the Program works as  
7           explained in Ms. Patterson's letter, then the  
8           bills you incurred over the summer would not be  
9           covered by Fuel Assistance, correct?

10  A       No.  That's not correct at all, because I was  
11           under the impression that they were.

12  Q       No, no.  You didn't hear me.  Assuming  
13           Ms. Patterson's description of the Program is  
14           correct, and she says "the bills are only" --  
15           "the Fuel Assistance only pays for winter  
16           bills, not summer", if she is correct, then you  
17           would be responsible for the summer bills?

18  A       No.  That's not true.  And I disagree.

19  Q       Okay.

20  A       And the reason that I disagree is because  
21           Liberty Utilities has an obligation to notify  
22           me of what has and has not been applied, and  
23           has never done that, except for November 2018,  
24           and just to -- in lieu of this litigation, just

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[WITNESS:  Tompson]

1           began sending me notifications.  Because I  
2           hadn't been notified of that fact, --

3   Q       Every bill --

4   A       -- I didn't have the ability to go back to the  
5           Fuel Assistance Program and argue that point.

6   Q       Every bill you get, where Fuel Assistance made  
7           a payment or a payment came from Fuel  
8           Assistance, says so?

9   A       No, sir, it doesn't.  At most, it would say a  
10          "credit".  But it doesn't specifically state  
11          that it's from Fuel Assistance.

12  Q       And where did you think that credit was from?

13  A       I'd have to assume.

14  Q       And the other part of the Fuel Assistance, Fuel  
15          Assistance gives you a allotment for the  
16          winter.  I think you mentioned it was 600 and  
17          some dollars, and this recent winter you  
18          received a supplement, is that correct?

19  A       Yes.  I received a supplement this year and  
20          last year.

21  Q       Right.  And part of Ms. Patterson's letter  
22          describes that you don't get all of that money,  
23          you only get the portion of that money that you  
24          actually use during the winter.

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[WITNESS:  Tompson]

1     A     But there is a waiver --

2     Q     My question is first, that's what she says in  
3           the letter, correct?

4     A     Where do you see that?

5     Q     The Page 3 of the letter quotes from the  
6           Manual.  The very last paragraph of that  
7           indented section, "The unpaid bill becomes the  
8           first payment deducted when a credit is  
9           established".  That's not it.

10           The next paragraph says it's only paid  
11           "during the heating season".  And then, the  
12           next paragraph above the box, Ms. Desmarais,  
13           from the Fuel Assistance Program, said "Due to  
14           your low usage, only a portion of the benefits  
15           would be paid to Liberty".  Meaning you didn't  
16           use all the benefits available, simply because  
17           you didn't use enough electricity, correct?

18    A     I see the chart, which says that there were  
19           unused portions in 2018, \$753 and a penny; on  
20           '16 -- the year '16/17, it was 481.20; the year  
21           '15/16, unused portion was \$312.09; and the  
22           years '14/15, the unused portion was \$230.72;  
23           and the years '13/14 was \$400.81; and the years  
24           '12 and '13, the unused portion was \$487.48.

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1       All of which could have been -- all of which  
2       should have been used, because it was an  
3       eligibility amount.  And I could have  
4       petitioned Fuel Assistance had I been notified  
5       by Liberty Utilities that there were unused  
6       portions of my eligibility amounts, but I was  
7       never notified in order to pursue through Fuel  
8       Assistance in order to have those other moneys  
9       applied.

10    Q    Ma'am, right at the end it says "If you have  
11           questions, you can call Ms. Desmarais".  Did  
12           you?

13    A    Who is Ms. Desmarais?

14    Q    If you read the letter, she's the  
15           representative of the Fuel Assistance Program?

16    A    I had already made a decision --

17    Q    No.  The question was, did you call her?

18    A    No.  I had no reason to call her back.

19    Q    Go to the page before, the bottom of Page 2 is  
20           what I was looking for, the very last  
21           paragraph.  Where Ms. Patterson quotes from  
22           Page 9 of the Manual, and it says, in italics,  
23           "All credits with vendors terminate and unused  
24           benefit balances roll back into the program."

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[WITNESS:  Tompson]

1           Do you see that?

2   A       I see it.

3   Q       And if that's correct, then you aren't entitled  
4           to those extra amounts you just read in the  
5           "Unused" portion of the column, correct?

6   A       No.  That's not true.  It is not --

7   Q       That's your understanding of the Program.  
8           Ms. Patterson has a different understanding of  
9           the Program, correct?

10  A       There are general rules, and there are  
11           exceptions to rules.  And on Page -- in the  
12           Manual, in the Fuel Assistance Manual, Page 31,  
13           which is your Exhibit 22, it states, under  
14           "Waivers":  "This Fuel Assistance Program  
15           Procedures Manual is not intended to cover  
16           every possible situation that may arise.  
17           Therefore, the...Directors are encouraged to  
18           use the waiver process when they determine that  
19           a program policy or procedure, or lack thereof,  
20           causes undue hardship for an applicant."

21                 Which would indicate that, at the end of  
22           that period, had Liberty Utilities notified me  
23           of what the total amount had been, which they  
24           haven't done, what had been applied, which they

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1       haven't notified me of, and what unused portion  
2       that still existed as part of my entitlement,  
3       that was determined based on my financial  
4       hardship and issue, then I would have taken  
5       that information from Liberty Utilities and I  
6       would have gone to the Fuel Assistance Program  
7       and applied for some form of waiver and made an  
8       attempt to get that money.  And if it was owed  
9       to Liberty Utilities, then it would have been  
10      paid.

11               But, because Liberty Utilities never sent  
12      me any notifications, but for the final exhibit  
13      that they issued in this case, dated  
14      November 2018, I never had any notification,  
15      and the PUC regulations state that I'm supposed  
16      to get those notifications from Liberty.  So,  
17      because it didn't happen, I was unable to get a  
18      waiver.  So, that is my contention with the  
19      Manual.

20   Q     Ma'am, your Exhibit C, please turn to that.

21   A     Yes.

22   Q     This is a notification in November of 2015 that  
23       your allotment for that winter is \$675,  
24       correct?

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[WITNESS:  Tompson]

1     A     Yes.

2     Q     So, you did receive notice of what your  
3           allotment was for that winter, correct?

4     A     I received notice each year from the Fuel  
5           Assistance Program.  But I never received any  
6           notice from Liberty Utilities.

7     Q     So, you knew exactly how much money you were  
8           entitled to get for that winter, \$675, correct?

9     A     But I didn't know how much had actually been  
10          applied.

11    Q     You knew, because every bill would show the  
12          credits of what was applied to the December  
13          bill, January bill, February bill, etcetera.  
14          Correct?

15    A     That negates the PUC regulation, which states  
16          that Liberty Utilities is supposed to notify me  
17          of what I have -- what I have on the account,  
18          what has been used, and what has not been used,  
19          which Liberty Utilities did not do.

20                 If I could show you, you know, Exhibit  
21          Number F also states "This is an automatic  
22          benefit.  You do not need to contact us for  
23          approval.  Vendors will be notified directly."  
24          And all payments between Liberty Utilities and

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1           the Fuel Assistance Program are electronic  
2           between the two parties.  I have nothing to do  
3           it.  When I fill out my application and I send  
4           in my information, they generate a letter  
5           saying "This is what your total amount about  
6           benefits are."  That's all I know.  Everything  
7           else is conducted electronically between  
8           Liberty Utilities and the Fuel Assistance  
9           Program.  Unless and until Liberty Utilities  
10          notifies me of exactly what has and has not  
11          been paid and if there's any unused portion  
12          left, I don't have any information to take back  
13          to the Fuel Assistance Program and say "Hey,  
14          you know, I have X amount of dollars that are  
15          unused.  I'd like to apply that to the Liberty  
16          Utilities bill."

17  Q       And you know you can't apply it to past due  
18           amounts?

19  A       Not with the waiver.

20  Q       Okay.

21  A       If it's a hardship exception, I could -- I can  
22          make that attempt.  And I have not been allowed  
23          to make that attempt, because Liberty Utilities  
24          is not notifying me about what has and has not

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1           been used.

2   Q       We've heard you say that about six times now.

3   A       Okay.  Well, --

4   Q       Turn to Page -- Exhibit 16 -- Exhibit 20,  
5           Page 1.  It's a bill from Liberty just this  
6           past winter, December of '18.

7   A       I don't have -- I don't have Exhibit 16.

8   Q       Okay.  That's okay.  I'll move on.  You  
9           mentioned the order from the Salem District  
10          Court between -- and that was the eviction  
11          proceeding between you and your landlord,  
12          correct?

13  A       That is an order to protect me from not having  
14          electricity.

15  Q       My question was, that's an order in the case  
16          between you and your landlord, the eviction  
17          proceeding, correct?

18  A       It was filed in Salem 10th Circuit Court in the  
19          eviction proceeding case.

20  Q       And the eviction, they were seeking eviction  
21          for what reason?

22  A       Good cause.

23  Q       Nonpayment?

24  A       No.

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[WITNESS:  Tompson]

1     Q     And the order there that says "power shall stay  
2           on" is directed at the landlord, correct?

3     A     No.  It's not specifically directed at the  
4           landlord.  If you read the document, it doesn't  
5           specifically state --

6     Q     I read the document.

7     A     It doesn't specifically state that the landlord  
8           should take over the account, to link the  
9           account.  What it specifically stated was that  
10          the electricity should stay on because I have a  
11          medical condition.

12    Q     Liberty Utilities was not a party to that  
13          eviction proceeding, correct?

14    A     That's correct.

15    Q     The order had zero official authority over  
16          Liberty Utilities, because we were not a party  
17          and did not know of that case, correct?

18    A     No.  That's not correct.

19    Q     We knew of that case after the order came out,  
20          correct?

21    A     This is a standing order for protection of the  
22          electric service while I'm in possession of the  
23          property.  So, the argument that, because  
24          Liberty Utility wasn't a party to the case,

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1           doesn't have any binding effect on a standing  
2           court order.

3   Q       Orders can't bind people who aren't ordered to  
4           do anything, correct?

5   A       This order binds that the electricity remain on  
6           while I'm at 9 Lancelot Court, Unit Number 8.

7   Q       That order doesn't bind Mike Sheehan, being a  
8           citizen of Concord, correct?

9   A       I'm sorry?  I don't understand the question.

10   Q       For example, I live in Concord.  That order  
11           wouldn't bind me to anything, right, because I  
12           wasn't a party to that order?  Correct?

13   A       No.  I don't understand your question.

14   Q       All right.

15   A       It's a hypothetical.  I'm sorry, I don't  
16           understand your question.  The purpose of  
17           the order --

18   Q       That's fine.  I have no further questions.

19   A       May I finish responding?

20   Q       Okay.

21   A       The motion to order continued electricity on  
22           the property is electricity is necessary for  
23           the safety while defendant lives at 9 Lancelot  
24           Court -- 9 Lancelot Court, Unit Number 8.  This

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1       is Exhibit Number I.  It was granted on July  
2       12, 2018.

3               The affidavit that is attached, which is  
4       Exhibit J, specifically states "Only twice, in  
5       those 18 years, has any electric utility  
6       company ever sought to disconnect electric  
7       services; which is Liberty Utilities,  
8       immediately after receiving Notice of an  
9       Eviction."  And then, it goes on to state again  
10      that "Electricity is a necessity".

11      Disconnection of [the] electric service is a  
12      hardship; which includes, but not limited to:",  
13      and then lists out all those reasons.  That was  
14      submitted to the Court.  It's a true and  
15      attested copy.  And it was granted in favor of  
16      Judith Tompson.

17              There is nothing in this document which  
18      states that Madhu Gaddam, doing business as  
19      Madhu Estates, is ordered to transfer electric  
20      service into his name.  And that there's some  
21      sort of a misunderstanding on that part.  
22      Moreover, the PUC regulations don't allow it.  
23      I was the customer of record.  I continue to be  
24      the customer of record.  There's been an

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1           ongoing dispute, which may have fatigued and/or  
2           infuriated the staff at Liberty Utilities, but  
3           it doesn't warrant disconnecting my electric  
4           service.

5   Q     Ma'am?

6   A     And the order is a standing order.

7   Q     Ma'am?

8   A     That's been submitted both to Liberty  
9           Utilities.

10  Q     The date of that order is what?

11  A     The motion is dated June 25th, 2018, and the  
12           order was granted on July 12th, 2018.

13  Q     We know now, from the records in front of you,  
14           that Liberty had requested disconnection of you  
15           before that time, correct?

16  A     I believe so.

17  Q     Madhu knew that, presumably, correct?

18  A     I don't know what Madhu knew.

19  Q     Madhu now is under an obligation to make sure  
20           electric service stays on in your apartment,  
21           because there's an order saying that he has to  
22           do it, correct?

23  A     No.  That's not what the order says at all.

24  Q     Okay.

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[WITNESS:  Tompson]

1                   CMSR. BAILEY:  Off the record.

2                               *[Brief off-the-record discussion*  
3                               *ensued.]*

4                   CMSR. BAILEY:  Would this be a good  
5 time for a break, Mr. Sheehan?

6                   MR. SHEEHAN:  Yes.  Thank you.

7                   CMSR. BAILEY:  All right.  Let's take  
8 a ten minute break and we'll come back shortly  
9 after 2:30.

10                               *[Recess taken at 2:24 p.m.*  
11                               *and the hearing resumed at*  
12                               *2:43 p.m.]*

13                   MR. SHEEHAN:  To help with the  
14 exhibit thing, the confusion over having them,  
15 I have -- Sandy suggested maybe I give the  
16 Commissioners the versions I brought today that  
17 show the confidential treatment.  I can give  
18 Ms. Tompson another copy to have up at the  
19 bench, so we can all make sure that there's  
20 continuity, if that's okay with you?

21                   CMSR. BAILEY:  That would be great.

22                   WITNESS TOMPSON:  And I do have a  
23 copy of what Attorney Sheehan gave me earlier  
24 today.

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[WITNESS:  Tompson]

1                   MR. SHEEHAN:  So, maybe it's not  
2                   necessary.

3                               *[Atty. Sheehan distributing*  
4                               *documents to Commissioners.]*

5                   CMSR. BAILEY:  All right.  Ms.  
6                   Tompson, I'll remind you that you're still  
7                   under oath.

8                   And, Mr. Sheehan, you have additional  
9                   questions?

10                  MR. SHEEHAN:  I don't.  I've decided  
11                  I've asked enough.  And I have no further  
12                  questions.

13                  CMSR. BAILEY:  Oh.  Okay.  Thank you.  
14                  Ms. Schwarzer?

15                  MS. SCHWARZER:  No questions.  Thank  
16                  you.

17                  CMSR. BAILEY:  No.  Nope.  You're not  
18                  finished.  We get to ask questions.

19                  WITNESS TOMPSON:  Sorry.

20                  CMSR. BAILEY:  Commissioner Giaimo.

21                  CMSR. GIAIMO:  We've only just begun.  
22                  I thank you for being here.

23                  WITNESS TOMPSON:  Thank you.

24                  BY CMSR. GIAIMO:

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[WITNESS:  Tompson]

1     Q     I want to make sure I understand what I think  
2           is a philosophy you have, which is, if you were  
3           to pay anything, it would be an admission of  
4           guilt or an admission of indebtedness.  Is that  
5           right?  Do I have that right?

6     A     Yes, sir.  It would be a reaffirmation of debt,  
7           which I am disputing.  That's correct.

8     Q     So, if I were to ask you if you owed anything,  
9           you couldn't answer that?

10    A     I would state "zero", sir.

11    Q     Okay.  So, at any time did you ever think that  
12           there was a chance that your yearly benefits  
13           did not cover the entirety of your electricity  
14           bill for the year?

15    A     No, sir.  Because it's a -- the total amount  
16           was \$675, which I don't accrue during the year.  
17           It's a two-bedroom unit.  The majority of any  
18           excess that is used is during the summer  
19           months, because I have a dehumidifier that runs  
20           during the summer in order to pull -- I pull  
21           about a gallon of water out a day because of  
22           the humidity, and a fan, and sometimes I have  
23           the AC going.  So, the actual accrual rates are  
24           higher in the summer than they are in the

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[WITNESS:  Tompson]

1           wintertime.  So, the full 675 would cover for  
2           the full year, actually, because of the type of  
3           unit it is.

4   Q       And you've done the math, and you know that  
5           every year the amount of money received from  
6           the government was less than the amount of  
7           electricity you were billed for?

8   A       I don't understand the question.

9   Q       Do you know that, for every year, the total  
10          amount that was to be allocated to you would  
11          cover the entirety of your electricity bills  
12          for the year?  Do you know that?

13  A       I believe so, yes.

14  Q       You believe so?

15  A       I believe so, yes.

16  Q       Okay.  But you haven't --

17  A       Because I haven't been able to apply it, so I  
18          can't actually tell you that I've actually  
19          applied it.  But, yes, it should cover it.

20  Q       Okay.  So, if I went back and looked through  
21          the information that was provided, I could  
22          figure out the 12-month total billed, and then  
23          I could find out how much the government  
24          allotted to you and determine whether or not

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[WITNESS:  Tompson]

1           there -- whether or not the amount of money you  
2           received covered what you were billed?

3   A       Right.  Well, there's an example here, on  
4           Exhibit 15, the defendant's Exhibit 15, all of  
5           the unused portions, the total accrued amounts  
6           over the years of one, two, three, four, five,  
7           six, over the past seven years, six years.  
8           One, two, three, four five, over the past six  
9           years.  Last year, they didn't use \$753.01; it  
10          was \$481.20 in the year before; \$312.09 in the  
11          year before; \$230.72 in the year before;  
12          \$400.81 the year before; and \$487.48 in the  
13          year prior to that.

14                 So, those accruals should have covered it  
15                 for everything else.

16   Q       The numbers you were just reading to me were  
17           the yearly amounts you were given by the  
18           federal government for six-month periods or  
19           your total bill for those years?

20   A       No.  That's the unused amounts that were not  
21           applied to Liberty Utilities, that existed on  
22           the account as eligibility amounts that I was  
23           unaware hadn't been applied, that I could have  
24           petitioned Liberty for -- I mean, petitioned

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[WITNESS:  Tompson]

1           the -- petitioned the Fuel Assistance Program  
2           for, if I had known they hadn't been used.

3                    The total benefit amount last year was  
4           \$945.  The following five years was \$675.  
5           Those are the total benefits for the year.

6   Q       For the year?

7   A       No.  For the allotted timeframe.

8   Q       For the six-month period, correct?

9   A       Correct.  For the Fuel Assistance, correct.  
10          The Fuel Assistance period, correct.

11  Q       Okay.  When you received your monthly bills --  
12          you did receive the monthly bills?

13  A       Yes.

14  Q       When you saw that number continually  
15          increasing, every month it went up for most  
16          months, correct?

17  A       No.  When the Fuel Assistance was being  
18          applied, there would be a credit on the  
19          account.  So, it didn't go up.

20  Q       In the summer months?

21  A       In the summer months.

22  Q       In the summer months, you're saying that the --  
23          at no time during any of the summer months did  
24          the amount owed on your bill go up?

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[WITNESS:  Tompson]

1     A     In the summer months, yes.

2     Q     It did?

3     A     Yes.

4     Q     And you -- that never made you concerned?  You  
5           were never concerned that your bills were going  
6           up and you were not paying for them?

7     A     No.

8     Q     Can you tell us what type of heat you have in  
9           your unit?

10    A     It's baseboard electric.

11    Q     You have electric heat?

12    A     I have baseboard electric heat.  I have a  
13           thermo -- I have a temperature gauge on the  
14           wall --

15    Q     Uh-huh.

16    A     -- that regulates the heat.

17    Q     So, is it -- it's not -- it's not gas, it's not  
18           oil.  It's actual electric baseboard heating?

19    A     Right.  And my thermostat, I regulate the heat  
20           with that.  Yes.

21    Q     Okay.

22                       CMSR. GIAIMO:  Please.  Interject.

23    BY CMSR. BAILEY:

24    Q     Do you live in the unit during the winter

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[WITNESS:  Tompson]

1           months?

2   A       Yes.

3   Q       Do you sleep there every night?

4   A       Yes.

5   Q       What do you set the temperature at?

6   A       It's about 69.  I like to keep it at 69,  
7           because I don't like it hot.  The only time  
8           that I'll turn it up is, if it goes below 32,  
9           my window in the bedroom is -- they replaced  
10          the window in the bedroom, so it's much  
11          thinner.  And there's a crust of -- it builds  
12          up in the wintertime.  So, I have to turn it  
13          up.  So, I'll turn it up to maybe about 81 or  
14          82 in the winter.

15                 But my costs consistently, in the  
16          wintertime, have been much lower than my  
17          electric costs in the summertime.  Because in  
18          the summer I have a dehumidifier running  
19          continually.  I have a fan, because I'm home  
20          most of the time, so I have a fan running.  And  
21          then, when it gets really hot, like in the 90s,  
22          I'll turn the AC on for a period, and then,  
23          when it gets cooler, I'll turn it off.

24                 So, my winter costs, I think on average,

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[WITNESS:  Tompson]

1           they may be about -- I think they're about \$30  
2           or something a month.  They're not very high,  
3           the winter costs, on this account.  They're  
4           much lower than the summer costs; summer costs  
5           are higher.

6                       CMSR. GIAIMO:  Okay.  Thanks.

7  BY CMSR. GIAIMO:

8  Q       At one point, you said you know that there was  
9           no knock on your door.  How could you be  
10          certain of that?

11  A       Oh, I can't be certain.  But I didn't hear a  
12          knock.

13  Q       You didn't hear a knock.  Okay.  Do you  
14          traditionally answer your door when someone  
15          knocks on it?

16  A       If I hear it.

17  Q       So, you mentioned that Liberty doesn't have a  
18          dispute resolution mechanism in place, and then  
19          you said "nor does the PUC".  Would you -- if I  
20          were to suggest to you that this here is your  
21          dispute resolution, would you --

22  A       Well, no, I understand.  That's why I filed the  
23          complaint.  I mean, I looked to see if there  
24          were any standardized forms where you could

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[WITNESS:  Tompson]

1       fill out, and, you know, I have a dispute with  
2       the utility company, I would expect that  
3       Liberty would have some sort of form for  
4       dispute resolutions.  They don't have it.  And  
5       I looked under the PUC regulations, and I  
6       didn't see anything relative to that under the  
7       PUC.

8               So, I understand that the hearing process  
9       is the process that by which you would go  
10      through.

11   Q     I thought I heard you say that the medical  
12       hardship had been granted for every year since  
13       2011, is that correct?

14   A     I believe so, yes.

15   Q     Nothing prior to that?

16   A     It could be.  I couldn't find any documentation  
17       to support it.  I don't remember when I first  
18       started applying.  Whenever I realized that the  
19       program existed, I started applying.  And I  
20       went back and tried to find paperwork, and I  
21       went back as far as 2011.  So, it's possible  
22       there was years before.  I don't know, because  
23       I don't have any paperwork in front of me.  And  
24       I don't remember.

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[WITNESS:  Tompson]

1     Q     Okay.  And is it possible, as part of Liberty's  
2           acquisition of National Grid, that they -- that  
3           Liberty assumed the responsibility of  
4           collecting outstanding balances and assumed  
5           that obligation?

6     A     If they did assume that obligation, they would  
7           still have to -- they'd be required to adhere  
8           to a three-year statute of limitations.  
9           Moreover, I don't believe that they would have  
10          access to be able to claim that money, because  
11          they never provided any -- they never -- they  
12          didn't provide the service.  I mean, Liberty  
13          Utilities was not privy [sic] with National  
14          Grid when National Grid was providing services.  
15          And even if they purchased the company after  
16          the fact, Liberty Utility never provided those  
17          services.  So, they would not be entitled to  
18          now claim that money that's alleged owed due  
19          from 16 years ago to National Grid Liberty now  
20          has the ability to claim.  Which is what  
21          they're doing in this case.

22    Q     Effectively, what you laid out is a situation  
23           where no utility would ever buy another  
24           utility?

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[WITNESS:  Tompson]

1     A     I'm not familiar with the corporate contracts  
2           between utility companies.  But I would imagine  
3           that there must be some sort of stipulation, in  
4           terms of then they purchased the contract,  
5           whether or not they're accepting the debt, and  
6           if they're assuming the debt on this, then that  
7           is a part of doing business.

8                 But, as a consumer, there's a three-year  
9           statute of limitations that they can go back  
10          from.  And that's 16 years ago.  That's  
11          beginning 16 years ago, up to 2014.  So,  
12          they're not entitled to that.

13    Q     So, your argument is that the statute of  
14           limitation tolls at the time in which the bill  
15           comes out.  But, if you receive a bill every  
16           month saying you owe more and more each month,  
17           when, in that -- I guess I don't understand  
18           when the statute of limitations is tolling in  
19           your --

20    A     My understanding --

21    Q     -- in your analysis?

22    A     My understanding is that the statute of  
23           limitations tolls at the time of that you knew  
24           or should have known of the injury.  National

[WITNESS:  Tompson]

1       Grid would have had knowledge of the injury  
2       every month that they were billing me.  They  
3       did nothing.  They never sent any  
4       notifications to me in writing saying "Hey, you  
5       know, you need to set up a payment plan."  They  
6       didn't file a lawsuit, and they didn't pursue  
7       any of it.  They apparently let it run, so to  
8       speak, for years, from, in the documentation,  
9       from 2003 up to 2014.  They then sell the  
10      company.

11             And I'm not -- I don't know what happens  
12      when a company is sold or what agreements were  
13      or were not made.  But the three-year statute  
14      of limitations would still apply.  Because they  
15      waived and/or forfeited their rights in that,  
16      Liberty Utilities can't pick it up and now say  
17      "Hey, you owe us, we didn't provide the service  
18      to you, but you owe us, because National Grid  
19      provided service to you, you know, 16 years  
20      ago, so pay us and set up a payment plan for  
21      this."

22             And my issue is that there's a three-year  
23      statute of limitations, it was forfeited and/or  
24      waived by National Grid, and Liberty Utilities

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[WITNESS:  Tompson]

1           has no standing to even pursue that, that  
2           money.

3   Q       Thank you for the articulation.

4   A       Thank you.

5   Q       I had another question, and this is my last  
6           question.  I asked you a philosophical question  
7           at the start if you -- about whether or not  
8           there's an admission of guilt, and how that  
9           factors into your thinking.  If there was money  
10          due, are you willing to set up a plan?

11  A       I don't believe that there is money due.

12                   CMSR. GIAIMO:  Yes.  That's it.

13                   WITNESS TOMPSON:  Thank you.

14  BY CMSR. BAILEY:

15  Q       Do you have Caller ID on your phone?

16  A       No, I do not.

17  Q       Do you have a fax machine?

18  A       No.

19  Q       How did you fax these materials?

20  A       I either go to the local library or I go to  
21          Staples.

22  Q       Can you look at your Exhibit F?

23  A       I have it.

24  Q       Can you read the sentence in the middle of the

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[WITNESS:  Tompson]

1           page that's bolded?

2   A       "All unused Fuel Assistance Program credits  
3           will expire on April 30th, 2018."

4   Q       And what you do you think that means?

5   A       I believe that the program for the Fuel  
6           Assistance, the credits expire on April 30th,  
7           2018.

8   Q       So, for the rest of 2018, you didn't have any  
9           Fuel Assistance.

10  A       But, if I had notification from Liberty  
11           Utilities that there was an unused portion of  
12           that amount that I had been allotted, then I  
13           could have filed a waiver with them, in order  
14           to try and obtain the rest of that money.

15  Q       Have you filed a waiver this year?

16  A       No.  I haven't exhausted the option, and I  
17           haven't exhausted all of my Fuel Assistance  
18           yet.  And I haven't received any notification  
19           from Liberty.

20  Q       Well, and under what rule is Liberty required  
21           to notify you that you can apply for a Fuel  
22           Assistance waiver?

23  A       No.  There is no rule specific to that.  But  
24           there's a rule that they're supposed to notify

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[WITNESS:  Tompson]

1           me of the Fuel Assistance, what I'm entitled  
2           to, and the amounts that have been used.  
3           That's a PUC regulation.

4   Q       Okay.  And you've received a letter every  
5           year --

6   A       No.

7   Q       -- about the entitlement for the year?

8   A       From Fuel Assistance only, not from Liberty  
9           Utilities.  The first year that I had received  
10          it was in November of this year, they sent me a  
11          letter for the very first time.

12  Q       Who?  Liberty?

13  A       Liberty.  Yes.  They've never sent me any  
14          notifications prior to that.

15  Q       But Fuel Assistance did send you --

16  A       Every year I get a notice, just a piece of  
17          paper notifying me, which is the exhibits,  
18          notifying me that I have a total amount of  
19          money.  But I have no idea how it was being  
20          applied unless Liberty notifies me.  And then I  
21          would be able to take that notification from  
22          Liberty that there are unused portions of my  
23          entitlement that they granted to me, and then I  
24          could go back and ask for them to apply it or

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[WITNESS:  Tompson]

1           give it to Liberty or give it to me or whoever  
2           it's owed to.  I have not been able to do that,  
3           because Liberty has never notified me of what  
4           has and has not been used.

5  Q       Well, isn't the credit from Fuel Assistance on  
6           your bill?

7  A       There's a credit on the bill.

8  Q       Well, isn't that notice?  I mean, you know  
9           that's coming from Fuel Assistance, don't you?

10 A       I do.  But they're required to notify me.  And  
11          I would need something more than just the  
12          bills, because I -- I wouldn't be able to make  
13          my argument without having that documentation  
14          from Liberty saying "This is the amount that  
15          you were allotted, this is the amount that was  
16          applied, this is the amount and how it was  
17          applied, and these are the unused amounts that  
18          are left."

19                 If I had that document, then I could go  
20                 and I could apply, I could file that waiver.

21 Q       You could also add up the credits every month  
22           and keep track of it on your own, could you  
23           not?

24 A       That's true.  But I wouldn't have any evidence

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[WITNESS:  Tompson]

1           to that fact.  It would be me, you know,  
2           calculating and adding in, because the bill  
3           itself doesn't specifically state "Fuel  
4           Assistance" on it, it just says a "credit".  
5           The credit could be something that I paid or it  
6           could be Fuel Assistance.  So, when I made  
7           those payments, the payments in 2008 *[sic]*,  
8           those came up as "credits".  It didn't  
9           specifically state that I had made those  
10          payments or Fuel Assistance had made those  
11          payments.

12   Q     In 2008 or 2018?

13   A     2018, I'm sorry.

14   Q     Did you make three payments?

15   A     I believe so.

16   Q     So, you know when you've made payments?

17   A     Right.  Granted.

18   Q     And when you didn't make payments and there was  
19          a credit, --

20   A     Right.

21   Q     -- it must have come from Fuel Assistance,  
22          right?

23   A     It's possible that I could add it up myself.

24          But Liberty Utilities is required, according to

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[WITNESS:  Tompson]

1       the PUC regulations, Liberty Utilities is  
2       required to notify.  And billing -- the purpose  
3       of billing is in order to make a payment.  The  
4       purpose of billing isn't to say what has been  
5       applied or not applied to Fuel Assistance.  
6       It's a tracking mechanism.  The intention of a  
7       bill is in order to pay the accrual.  It's not  
8       to track the Fuel Assistance, which means that  
9       the Public Utilities Commission requires that  
10      Liberty Utilities notify you separately stating  
11      what has been acquired -- accrued.

12             They did it this year.  Because of this  
13      litigation, they sent me a notice for the very  
14      first time in all these years.  So, they know  
15      they should have been doing it all along.  And  
16      they did that, and made it one of the exhibits,  
17      because they know they're supposed to have done  
18      it.  They haven't done it for years prior, and  
19      they should have.  Because if they had, then I  
20      would have used that information to go back and  
21      try and advocate for myself with a waiver.

22   Q     And when would you do that?

23   A     Hopefully, before April.  If not, then I would  
24      wait until that I exhausted those -- exhausted

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[WITNESS:  Tompson]

1           that program, and then I would cite for waiver  
2           that I was allotted a certain amount of money,  
3           a certain amount was applied, there's X amount  
4           left, and would ask and file a waiver to see if  
5           I could do something in terms of getting  
6           payments.

7   Q       And if it expires on April 30th, would you have  
8           to do it before that?

9   A       I don't know.  At this point, I don't know.  
10           But, when I get the notification from Liberty,  
11           then I would, in a timely manner, you know, use  
12           that information in order to go ahead and  
13           advocate.  But I never got those notices.  So,  
14           I've never had the ability to do that.

15  Q       Can you look at Page 2 of your Petition?

16  A       I'm sorry.  I don't have my Petition in front  
17           of me.

18  Q       Oh.  All right.  Well, I'll read it to you.

19                       MS. PATTERSON:  I have it.

20  BY CMSR. BAILEY:

21  Q       You define "customer".  And it says "'customer"  
22           means "any person", and then there's a lot of  
23           other things, "who has contracted for electric  
24           service from a utility."  Do you -- does that

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[WITNESS:  Tompson]

1           sound familiar?

2   A       Okay.  Yes.

3   Q       What do you think is the "contract"?

4   A       There's no signed contract.  And Liberty  
5           Utilities is the sole distributor in Salem, New  
6           Hampshire.  They have been granted sole  
7           distribution in the town.  I have no choice  
8           about who the utility is.  So, by virtue of  
9           living in Salem, New Hampshire, I'm mandated to  
10          obtain services from this particular entity.

11  Q       Are you aware that you're not mandated to  
12          obtain energy service from this particular --

13  A       Yes.  That's correct.  Just the distribution.

14  Q       Right.  So, you've contracted with them just  
15          for distribution or do you pay energy/default  
16          service to them as well?

17  A       I believe the whole thing is paid to Liberty.  
18          I haven't signed anything with anybody else.  
19          So, everything is coming from Liberty.  But you  
20          can't -- even if you set up a payment in order  
21          for the other services, distribution can only  
22          come from Liberty.  So, I have no choice in the  
23          distributor.

24  Q       Right.  What is -- I mean, a contract is you

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[WITNESS:  Tompson]

1           request to receive something, and it's usually  
2           two-sided, right?

3    A       It should be.  That's my understanding.

4    Q       Okay.  So, what is your side of the contract?

5    A       Electricity is a necessity.  And by living in  
6           Salem, I can only get the distribution through  
7           Liberty Utilities.

8    Q       So, you've asked Liberty Utilities essentially  
9           to provide electric service to you, because  
10          they're the only one you can ask?

11   A       Well, I haven't asked.  I mean, when I moved  
12          in, they were the only supplier -- well, when I  
13          moved in, National Grid was the only supplier,  
14          and then Liberty Utilities purchased.  I don't  
15          have a choice.  I mean, I'm not choosing to  
16          contract with Liberty Utilities, because I  
17          can't.  The Public Utilities Commission issues  
18          the jurisdiction as to who gets the contract.  
19          Liberty Utilities currently has it.

20   Q       Well, you do have a choice to buy electric  
21          service or not buy electric service.

22   A       Well, I need electric service.  It's a  
23          necessity.  I have -- but I have no choice in  
24          who the distributor is.  If I could find

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[WITNESS:  Tompson]

1           another distributor and work with somebody  
2           else, and not work with Liberty, I would do  
3           that.  I can't do that.  I called the Town Hall  
4           and asked, and they said "No, we don't have any  
5           control over it.  Call the PUC."  I called the  
6           PUC and asked, and talked with a few people,  
7           and they said "No.  It's a contract, and you  
8           have no control over it."  I said "Okay, fine."

9   Q       So, it's a contract, but you don't --

10  A       It's a contract between the Public Utilities  
11           Commission and Liberty Utilities.  And by  
12           virtue of Liberty in Salem, I have to take the  
13           distribution from whoever the PUC has  
14           contracted with and/or regulated with, and they  
15           have exclusive jurisdiction.  So, I don't  
16           really have a choice.  So, I don't know that  
17           you could even call it a "contract".  I mean,  
18           it's a -- I'm receiving a necessary service  
19           from the only entity that's available, which  
20           would go to the argument of disconnection,  
21           where there is no other option for me to go to,  
22           is almost punitive or cruel.

23  Q       Even though you've never made a payment to  
24           Liberty?

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[WITNESS:  Tompson]

1     A     They were getting the Fuel Assistance payments,  
2           and those are payments.  Payments are payments  
3           regardless of who's making those payments.  It  
4           was my understanding that Fuel Assistance would  
5           cover all of those payments.  When Liberty  
6           Utility never sent me notification of what had  
7           been applied and what hadn't been applied,  
8           disallowing me to be able to go back and file  
9           any -- anything, the waivers, complaints,  
10          issues, letters, whatever it is I could have  
11          filed on Fuel Assistance, you know, it stopped  
12          me from being able to assert that right.

13    Q     When did Ms. Patterson send you the Fuel  
14           Assistance Program Procedures Manual?

15    A     I don't remember the exact date.  Her letter is  
16           dated "August 31st".

17    Q     Of?

18    A     But I don't know -- of 2018.  But I don't  
19           remember when, I mean, unless it came with this  
20           letter.  But I don't -- so, I mean, if it came  
21           with the letter, then it would have been  
22           August 31st of 2008 [sic], but I don't remember  
23           exactly.

24    BY CMSR. GIAIMO:

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[WITNESS:  Tompson]

1     Q     When you read the letter and it referenced the  
2           Manual, did that stimulate you, even if it  
3           didn't come with the Manual, to go look to the  
4           Manual and see what it says?

5     A     I've looked through the Manual, yes, and I saw  
6           the waiver.

7     BY CMSR. BAILEY:

8     Q     Can you show me where it talks about the  
9           waiver?

10    A     It's on Page 31, and it says "Waivers".  And it  
11           starts with "This Fuel Assistance Program  
12           Procedures Manual is not" --

13    Q     Slow down.  Slow down.

14    A     "This Fuel Assistance Program Procedures Manual  
15           is not intended to cover every possible  
16           situation that may arise."

17    BY CMSR. GIAIMO:

18    Q     I'm sorry, 31 or 41?

19    A     It's Page 31, on Exhibit 22.  And it's under  
20           "Waivers".

21    Q     Because 41 talks about "General Payment", and  
22           discusses, under "General Payment", "Services  
23           rendered prior to October 1st of each year by  
24           vendors of deliverable fuels are not an

[WITNESS:  Tompson]

1           allowable payment".

2                               *(Short pause.)*

3  BY CMSR. GIAIMO:

4  Q       Yes or no, was that --

5  A       I'm sorry.  Did you want me to respond to it?

6  Q       No.  Was that the reference you were referring  
7           to Page 31, not 41?

8  A       No.  I'm referring to Page 31, Exhibit 22,  
9           under "Waivers".

10 BY CMSR. BAILEY:

11 Q       But is it possible that somebody who used more  
12           than their allotted amount in the winter period  
13           would be eligible for a waiver?

14 A       I believe so.  But I haven't attempted it,  
15           because I haven't received information from  
16           Liberty.  But I believe so.  If I'm reading  
17           this correctly, there is a waiver process that  
18           I have not utilized, because I was not aware  
19           that all of it was -- had been exhausted.  And  
20           Liberty Utility never notified me that, you  
21           know, "This is what your allotted amount was,  
22           this is how much that was used, this is how  
23           much is left."  I could have taken that  
24           information, applied for a waiver, and seen

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[WITNESS:  Tompson]

1       what happened.  I mean, there's a possibility  
2       that I could have -- could have used the rest  
3       of that money, but I don't know, because I  
4       haven't had the opportunity to be able to do  
5       that, because Liberty hadn't sent me the  
6       documentation, according to PUC, that they  
7       should have sent.

8               CMSR. BAILEY:  Okay.  I don't think I  
9       have anything further.

10              Commissioner Giaimo, do you have  
11     anything further?

12              CMSR. GIAIMO:  No thanks.

13              CMSR. BAILEY:  Okay.  Now, based on  
14     the testimony that you've given, are there any  
15     additional answers that you would like to  
16     provide?

17              Usually, the witness gets to have an  
18     opportunity with their attorney to get  
19     redirected if somebody asked you a question  
20     that you thought about and you wanted to add  
21     to.

22              WITNESS TOMPSON:  Okay.  Yes.  Thank  
23     you.

24              In this case, the FD CPA and state law

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1       applies under unfair and deceptive practices in  
2       this case.  Attempting to collect -- they  
3       have -- Liberty Utilities has its own debt  
4       collection operation, for lack of a better  
5       term, as evidenced by -- as evidenced by  
6       Exhibit X, which is labeled "Credit and  
7       Collections/Accounting Processing" Department.  
8       And they are attempting to collect debts on  
9       their own behalf, or, as in this case, on  
10      behalf of a prior owner of the electric service  
11      company.  And as such, they can be held  
12      accountable under both statutes.  Both statutes  
13      are intertwined.

14                 Under state RSA 358-A:2, in New  
15      Hampshire, "It shall be unlawful for any person  
16      to use any unfair method of competition or any  
17      unfair or deceptive act or practice in the  
18      conduct of any trade or commerce within this  
19      state."

20                 The idea that Liberty Utilities is  
21      continuing to claim arrears for 16 years is  
22      unfair and deceptive practices.  The fact that  
23      they don't send notifications in writing is  
24      unfair and deceptive practices.  The fact that

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[WITNESS:  Tompson]

1       their -- their narrative is false in stating  
2       that they have sent me documentation, and when  
3       I did state that I have not received it,  
4       instead of resending it to me, they simply  
5       claim that I have received it.  It's unfair and  
6       deceptive practices.  And an unconscionable  
7       means to attempt to collect a debt that they're  
8       not entitled to, because they have no standing  
9       to collect.

10               A collector is not determined as  
11       simply being in the business of collections.  
12       Any amount of collection activity that is part  
13       of the process of their regular custom and  
14       usage and/or business activity is -- they're  
15       considered a "debt collector" under FDCPA.  
16       Collections need not be the majority portion of  
17       the collector's business, at *Garrett v. Derbes*,  
18       110 F.3d 317, 5th Circuit (1997).

19               The underlying debt must arise from a  
20       transaction, *Mabe v. G.C. Services Limited*  
21       *Partnership*, 32 F.3d 86, 4th Circuit (1994).

22               The FDCPA is self-enforcement through  
23       private causes of action, *West v. Costen*, 558  
24       F.Supp 564 West -- (WD Virginia 1983).

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[WITNESS:  Tompson]

1                   The issue in this case is that the  
2                   eviction proceedings prompted seeking  
3                   disconnection through the Public Utilities  
4                   Commission.  Prior to that, they hadn't done  
5                   it.  And I believe, if they bought -- if they  
6                   purchased the property, and that has not been  
7                   established in the facts in this case, but I  
8                   mean the assumption would be that it was  
9                   approximately around 2014.  So, for  
10                  approximately five years, Liberty Utilities has  
11                  not sought disconnection.  Has not sent any  
12                  documentation in terms of setting up payment  
13                  plans.  Everything has been verbal and over the  
14                  phone.  They have sat on their rights, waited  
15                  and done nothing, they never filed a lawsuit.  
16                  And there's nothing in the PUC regulations that  
17                  state that a private corporation can't pursue  
18                  that avenue, which means that they forfeited --  
19                  forfeited and/or waived their rights.

20                 By filing the lawsuit -- I mean,  
21                 excuse me, by filing seeking disconnection is a  
22                 punitive measure in this case, because of a  
23                 financial hardship, as well as a medical  
24                 disability, and a certificate that is on --

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[WITNESS:  Tompson]

1       that is on the account and has been on the  
2       account for years.  So, there's no question  
3       that there's a known disability.

4               By filing, based on an eviction  
5       proceeding, they were using the Public  
6       Utilities Commission and using PUC regulations  
7       and using disconnection as a means of debt  
8       collection, which is absolutely unconscionable.  
9       There's no evidence in the record or any -- any  
10      interactions with Liberty Utilities that they  
11      sought disconnection prior to this.  And these  
12      alleged arrears have been on this account for  
13      years.  Which means that they did violate  
14      unfair and deceptive practices, both under  
15      state law and under the FDCPA.

16             The FDCPA is a strict liability  
17      statute where the degree of the defendant's  
18      culpability is relevant.  And this tribunal  
19      would have to ask itself "why did they seek  
20      disconnection now at this time?"  We had an  
21      August 1st, 2018 -- we had an August 2018  
22      notice of eviction, which was the first of the  
23      month, and then we had a May 1st, 2000 [sic]  
24      Eviction Notice.  And within a matter of days,

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1       four days on the first one, and I believe it  
2       was around 15 days on the second, they sought a  
3       disconnection for the services.

4               If this were a legitimate debt, if  
5       they really believed that I owed any amount of  
6       money, they had the option of going to a court  
7       of law and seeking damages, and they never  
8       sought that, which means that they sat on their  
9       rights and did nothing.  That's waiver and/or  
10      forfeiture.

11              So, then to come to the Public  
12      Utilities Commission, one of two things had to  
13      happen.  Either the Public Utilities Commission  
14      is complicit with utility services against  
15      consumers, or the Public Utilities Commission  
16      was given just enough information in order to  
17      agree with Liberty Utilities and grant the  
18      disconnection notices.

19              I'd like to call attention also that  
20      I hope -- I hope it's part of the record, is  
21      the document, the "Inaccuracies in the DE  
22      18-148 Summary of Allegations", and that that  
23      is part of the documentation in this case.

24              A debt collector is considered a

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1       "debt collector" under the FDCPA if a defendant  
2       engage in debt collection activities based on  
3       its understanding that the plaintiff was  
4       delinquent or in default, regardless of whether  
5       they were actually in default, *Purnell v. Arrow*  
6       *Financial Services* --

7                               [*Court reporter interruption.*]

8                       WITNESS TOMPSON:  I'm sorry.

9       **CONTINUED BY THE WITNESS:**

10    A     The citation, *Purnell v. Arrow Financial*  
11       *Services, LLC* (2017) U.S. District, Lexis 7630  
12       (ED Michigan 2007).

13               I believe this is an abuse of practice in  
14       order to solely seeking disconnection of  
15       services, when they know that I have a medical  
16       condition.  They know that I'm physically on  
17       the site.

18               MR. SHEEHAN:  May I interject please?  
19       I've let this go on a long time.  I think the  
20       opportunity was to present any factual  
21       information that may be appropriate for  
22       redirect.  This has been a legal argument for a  
23       few minutes, and I object.

24               CMSR. BAILEY:  Ms. Tompson, it does

[WITNESS:  Tompson]

1           sound like a legal argument.  You will have an  
2           opportunity to make legal arguments at closing.

3                   Do you have any other facts that you  
4           need to get into the record?

5                   WITNESS TOMPSON:  Not at this time.

6                   CMSR. BAILEY:  Okay.  Thank you.  All  
7           right.  Well, thank you for your testimony.  
8           And you can return to your seat.

9                   And the Company's witness will come  
10          on, and you'll have an opportunity to ask the  
11          Company's witness questions.

12                   WITNESS TOMPSON:  Thank you.

13                   MR. SHEEHAN:  Madam Chair, Liberty  
14          calls three witnesses, Allison O'Neil, Jennifer  
15          Hemeon, and Jessica Allen please.

16                               (Whereupon **Allison O'Neil,**  
17                               **Jessica Allen,** and  
18                               **Jennifer Hemeon** were duly sworn  
19                               by the Court Reporter.)

20                   MR. SHEEHAN:  All set?

21                   CMSR. BAILEY:  Oh, yes.  Sorry.  Go  
22          ahead.

23                               **ALLISON O'NEIL, SWORN**

24                               **JESSICA ALLEN, SWORN**

**JENNIFER HEMEON, SWORN**

**DIRECT EXAMINATION**

BY MR. SHEEHAN:

Q Ms. O'Neil, we'll start with you. Please identify yourself and your current position with the Company.

A (O'Neil) Hi. My name is Allison O'Neil. And I'm currently a Gas Operations Field Supervisor. I previously worked for the Customer Care Department and Collections.

Q When you did make the change from Collections to Gas Operations?

A (O'Neil) August 1st, 2018.

Q So, Ms. Thompson's complaint goes back no earlier than the Fall of 2017. What was your position, say, first of 2017, until you left to go to Gas Operations?

A (O'Neil) I was a Collections Supervisor.

Q And in a line or two, what's the job duties of a Collections Supervisor?

A (O'Neil) It's all encompassing. So, you know, Fuel Assistance, back office, setting up payment arrangements, helping with the social services line, we have a dedicated line for

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       that as well, Fuel -- Fuel Assistance, back  
2       office, setting up payment arrangements, taking  
3       customer consumer complaints or -- from  
4       customers who are upset about their bill or  
5       want to make payment arrangements.

6   Q   How many people reported to you?

7   A   (O'Neil) In the Collections Department, three.

8   Q   And what title did you report to? Who was the  
9       person above you in the chain?

10  A   (O'Neil) Oh. Nicole Harris.

11  Q   And her title was at the time?

12  A   (O'Neil) At the time, she was Manager of  
13       Billing and Collections.

14  Q   Okay. Have you ever spoken with Ms. Tompson?

15  A   (O'Neil) No.

16  Q   Are your phone numbers available to people who  
17       need to call you when you were working in  
18       Collections?

19  A   (O'Neil) They are.

20  Q   Ms. Allen, your name please and your position  
21       at the Company?

22  A   (Allen) Jessica Allen, current Collections  
23       Supervisor.

24                                   *[Court reporter interruption due*

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1                                   to microphone status.]

2                                   WITNESS ALLEN: Oh, it was not on.

3   **BY THE WITNESS:**

4   A       (Allen) Jessica Allen, Collections Supervisor.

5   BY MR. SHEEHAN:

6   Q       And how long have you been the Collections  
7           Supervisor?

8   A       (Allen) Since August 1st of 2018.

9   Q       So, you took over Ms. O'Neil's position?

10   A       (Allen) Correct.

11   Q       How long have you been with Liberty Utilities?

12   A       (Allen) Six years this May. So, since May of  
13           2013.

14   Q       And what kinds of positions have you held prior  
15           to your current position?

16   A       (Allen) I started with the Company as a  
17           Customer Service Representative. I was then a  
18           Commercial Account Support Analyst for the  
19           Billing Department. I was then promoted to  
20           Supervisor of the Contact Center. I then moved  
21           to supervise the Billing Department, until I  
22           moved in August to supervise the Collections  
23           and Back Office.

24   Q       And do you agree with Ms. O'Neil's description

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 of that job?

2 A (Allen) Yes.

3 Q And who do you report to now?

4 A (Allen) Nicole Harris.

5 Q Ms. Hemeon, your name and your position with  
6 the Company please?

7 A (Hemeon) I'm Jennifer Hemeon, a Collections  
8 Specialist.

9 Q And how long have you been in that position?

10 A (Hemeon) Three years this past February, the  
11 beginning of the month.

12 Q And how long have you been with Liberty  
13 Utilities?

14 A (Hemeon) Three years and six months.

15 Q Okay. And how does your job differ than what  
16 Ms. Allen and Ms. O'Neil's position?

17 A (Hemeon) I process the Fuel Assistance  
18 enrollments this year. I also get the case  
19 files together for the Public Utilities  
20 Commission for requests of medical disconnects.  
21 I make calls to customers that are past due,  
22 and try to get them on payment arrangements for  
23 their accounts.

24 Q So, Ms. O'Neil and Ms. Allen have been your

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 bosses?

2 A (Hemeon) Correct.

3 Q I'd like to start with a statement that Ms.  
4 Thompson made many times, and that is with  
5 regard to Liberty's obligation to provide  
6 certain information about the Fuel Assistance  
7 Program.

8 Before we get there, if someone, which of  
9 the three you think is best, could give a  
10 description of the Fuel Assistance Program from  
11 Liberty Utilities' perspective. How do you  
12 find out about it? What do you do? What's the  
13 process?

14 A (O'Neil) Okay. There's notifications that go  
15 out, it's on your bill. We send out emails.  
16 We send out letters prior --

17 Q Notifications of what?

18 A (O'Neil) That, if you can't pay your bill, then  
19 please contact your local Fuel Assistance  
20 support team to apply for Fuel Assistance. We  
21 also, when the enrollments come in, your  
22 account is coded with a special message saying  
23 the allotted amount.

24 Q Okay. When you say "the enrollment comes in",

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 who does that come from?

2 A (O'Neil) It comes from the Fuel Assistance  
3 Department, not -- from the State.

4 Q And that's not a Liberty department, that's  
5 something outside of Liberty?

6 A (O'Neil) No. But, in 2015, we implemented a  
7 new process where -- actually, 2016, excuse me,  
8 where every single person who gets Fuel  
9 Assistance. We send a Welcome letter, too.

10 Q Okay. So, you say "the enrollment comes in",  
11 does that mean someone, a customer, has applied  
12 for service and --

13 A (O'Neil) And has been approved.

14 Q They have been approved, and that's what comes  
15 back to Liberty Utilities?

16 A (O'Neil) Correct.

17 Q Is Liberty Utilities involved in the screening  
18 of applicants for Fuel Assistance?

19 A (O'Neil) We are not.

20 Q And so, what information comes to Liberty  
21 Utilities with that enrollment? What do you  
22 know?

23 A (O'Neil) It comes with an amount that they were  
24 approved for, an account number, our vendor

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       number on how to pay a bill, and the address of  
2       that person or that customer.

3   Q     Okay. And then how does the Company administer  
4       that through its billing system?

5   A     (O'Neil) We code all the accounts that have  
6       been approved for Fuel Assistance or Electric  
7       Assistance Program by putting a special message  
8       with the amount approved by the State. We send  
9       out the Welcome letter. And it's sent to  
10      Billing, if they're not already on the -- for  
11      gas customers, if they are not already on the  
12      lower rate. Electric customers is different.

13   Q     So, what is the -- what do you mean by "the  
14      lower rate"?

15   A     (O'Neil) For gas customers, which doesn't  
16      pertain to here, they get a lower rate.

17   Q     There's a reference in some of Ms. Thompson's  
18      bills of an "EAP" rate. What is that?

19   A     (O'Neil) That's Electric Assistance, where they  
20      get -- they have to go through a whole  
21      financial application to apply, and they get a  
22      discount off their bill. I believe that Ms.  
23      Thompson is an Electric Assistance Program  
24      customer as well.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q And if we look at some of her bills, you  
2 actually see that in the charges. There's a  
3 credit --

4 A (O'Neil) Yes.

5 Q -- for EAP, is that correct?

6 A (O'Neil) Correct.

7 Q What's the Company's understanding of its  
8 requirements to notify Fuel Assistance  
9 customers of what's going on with the award and  
10 how much they have used, as we've heard this  
11 morning?

12 A (O'Neil) We have not been required to send the  
13 Welcome letter, but we did that ourselves to  
14 save the back-and-forth for the Fuel Assistance  
15 agencies, as well as ourselves, of customers  
16 being worried about if they got approved or  
17 not. So, we also send the Welcome letter. And  
18 we do not send a letter for saying the  
19 unexpended amount that's on your bill.

20 Q So, on the bill is the new charges, the credit  
21 from Fuel Assistance, if it's applied, and then  
22 the new balance, correct?

23 A (O'Neil) Correct.

24 Q Does the Company believe there's a requirement

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 to send the kind of information Ms. Thompson was  
2 talking about, of how much of the allotment has  
3 been used and whether there's a balance at the  
4 end of year?

5 A (O'Neil) That's not my understanding.

6 Q Ms. Allen, do you agree?

7 A (Allen) That's not my understanding.

8 Q What I'd like to do for organization is just  
9 walk through the exhibits we've marked, and you  
10 have a binder of them all there in front of  
11 you. And again, whoever feels best, we will  
12 use those exhibits as sort of a -- in a roughly  
13 chronological order, we'll use them to walk  
14 through these facts.

15 So, Exhibit 1 is an email that has Pages 2  
16 and 3 attached to it, and it's from you, Ms.  
17 O'Neil. What is this email and the next two  
18 pages about? Appears to be a response to a  
19 complaint.

20 A (O'Neil) Yes. This is -- oh, excuse me. This  
21 is a Better Business Bureau complaint that Ms.  
22 Thompson filed against Liberty Utilities and the  
23 Public Utilities Commission. And that was my  
24 response.



[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q And this was arising out of the November 2017  
2 disconnect?

3 A (O'Neil) Yes.

4 Q And as Ms. Thompson described, was she correct  
5 in saying it was a disconnect that happened,  
6 and then was reversed within the hour? Is that  
7 your recollection?

8 A (O'Neil) No.

9 Q What's your recollection?

10 A (O'Neil) Not for this. I don't remember her  
11 being disconnected in this timeframe.

12 Q Okay.

13 A (O'Neil) Yes. A month before, the notice a  
14 month before.

15 Q Oh, I see. This was the month before.

16 A (O'Neil) Yes.

17 Q Were you involved in the process that led to  
18 the attempted disconnection in November of  
19 2017?

20 A (O'Neil) Yes. We always -- we're not allowed  
21 to request disconnection until April, past the  
22 winter months. So, April 1st. So, typically,  
23 medical customers receive a monthly letter  
24 reminding them of their past due, showing them

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 the past due. And in the letter, it has the  
2 rules, the 1200 rules, regarding that, even  
3 though you have medical protection, you're  
4 required to make a payment or set up a payment  
5 arrangement. And that's on every single  
6 letter.

7 Q And so, for a medical customer, like Ms.  
8 Thompson, who -- how is it flagged that "Here is  
9 a medical customer that should be considered  
10 for disconnect"? How does Liberty start the  
11 process?

12 A (O'Neil) By the amount of nonpayments.

13 Q Okay. And what do you look at?

14 A (O'Neil) The balance, the total balance, how  
15 many payments were made, and how many times  
16 you've requested to disconnect is the key.

17 Q Okay. So, you look at the history and make a  
18 determination that --

19 A (O'Neil) Uh-huh.

20 Q -- this is an appropriate candidate?

21 A (O'Neil) Yes. Especially if you can't get  
22 ahold of them, that would go high up on the  
23 list, because your -- if phone calls aren't  
24 answered or letters aren't being answered,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       then --

2       Q     What efforts does the Company go through  
3             before -- let me back up.  The Company can't  
4             disconnect a medical customer without  
5             Commission approval, is that correct?

6       A     (O'Neil) Exactly.

7       Q     And there's a process we'll talk about briefly  
8             in a minute.  But, before you go knock on the  
9             PUC's door for permission, what steps do you  
10            take when you otherwise have a case that says  
11            "this is a medical disconnect", but, before I  
12            go to the PUC, I do what?  What steps do you  
13            try to take?

14      A     (O'Neil) Well, we make phone calls, and we  
15             also, you know, we set up a spreadsheet showing  
16             how many payments.  We look at the balances of  
17             arrearage and how long they have been  
18             continuing to be in arrears, and how many  
19             payments we have.  And those, the higher the  
20             balance is, of course, we would want them to be  
21             on a payment arrangement.

22      Q     And are those --

23      A     (Allen) And those -- I'm sorry.  Could I add to  
24             that?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Sure.

2 A (Allen) In addition to phone calls and the  
3 letter that Allison had mentioned, so we send  
4 monthly letters to all of our medical customers  
5 who are past due. We give them a call every  
6 month. And when we do make contact with them,  
7 whether they call us or we call them, we have  
8 the ability to, you know, make payment  
9 arrangements that are more sensitive to the  
10 fact that a lot of our medical customers are  
11 hardship. So, rather than following normal  
12 guidelines for payment arrangements that most  
13 of our customers are allotted, we will offer  
14 them an average of their last 12 months of  
15 bills, plus \$25, which will help, you know,  
16 take some of the past due balance into account,  
17 but not be detrimental to the customer.

18 Q And by implication, if it was not a medical  
19 customer, you may not be that accommodating,  
20 for lack of a better word, is that fair?

21 A (Allen) We have specific guidelines to follow  
22 for customers that fall outside of the medical  
23 certification.

24 Q And those require a certain payment up front

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 and a certain --

2 A (Allen) Correct.

3 Q -- in addition to the regular new charges?

4 A (Allen) Correct.

5 Q And so, for medical customers, you were  
6 explaining you go through this process, you  
7 identify the medical customer, you call them.

8 Is it sometimes successful that you avoid  
9 having to take the next step and go to the  
10 medical -- go to the PUC seeking permission?

11 A (Allen) I would say often.

12 A (O'Neil) Yes. Yes.

13 Q So, the step of going to the PUC seeking  
14 permission is the exception of the rule, is  
15 that fair?

16 A (Allen) Correct.

17 A (O'Neil) Yes.

18 Q Exhibit 2 -- well, let me finish, Ms. O'Neil,  
19 with 2017. You started to explain that  
20 particular -- that's not Exhibit 2, so don't  
21 look at that for a minute. You started talking  
22 about the 2017 event, and I tracked you on  
23 process. So, what do you recall of -- and you  
24 started the process in the spring you said.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       What is that process you went through to get  
2       PUC permission to disconnect Ms. Thompson?

3     A     (O'Neil) Well, we sent a letter and we sent a  
4       letter to the customer, with an outlining of  
5       how many times we've requested to seek  
6       disconnection, as well as how many Fuel  
7       Assistance payments, what kind of -- if they're  
8       on the Electric Assistance Program, as in the  
9       example of Ms. Thompson, then we write out all  
10      the payments, and then we send it off to both.

11             But this -- that Better Business Bureau  
12      complaint was when all possibility was  
13      exhausted. And I've never spoken to Ms.  
14      Tompson, but I know that she called the PUC to  
15      complain about the disconnect. And that's when  
16      Rorie had called me, Ms. Patterson called me  
17      and told me that she had spoke to Ms. Thompson  
18      regarding the Fuel Assistance, that it goes by  
19      winter months, and that you cannot just apply  
20      the entire amount to the account.

21     Q     So, Exhibit 1 was the response to the Better  
22       Business complaint that was arising out of the  
23       disconnect process that was in process. Is  
24       that fair?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (O'Neil) Yes.

2 Q And it was the disconnect that was to finally  
3 happen in November?

4 A (O'Neil) Yes.

5 Q Ms. Hemeon, you're nodding as well?

6 A (Hemeon) Correct. Yes.

7 Q Were you involved in that process as well?

8 A (Hemeon) In the process of --

9 *[Court reporter interruption.]*

10 **BY THE WITNESS:**

11 A (Hemeon) Once the account was sent to the  
12 Public Utilities Commission, everybody in the  
13 Collections Department would follow up on the  
14 accounts.

15 BY MR. SHEEHAN:

16 Q Okay.

17 A (Hemeon) We split it up evenly between them.  
18 So, the four of us that were there, Allison,  
19 myself, and the two other associates, and do  
20 weekly follow-up with the Public Utilities  
21 Commission letting them know if we received any  
22 response from the customer or not.

23 Q And in 2017, it got to the point where the PUC  
24 did approve the disconnect, and the Company

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 sent someone to the house to disconnect, is  
2 that fair?

3 A (Hemeon) Correct.

4 A (O'Neil) Yes.

5 Q And what's, whoever knows, what's the Company's  
6 understanding of what happened that day that  
7 resulting in the disconnect either being an  
8 hour or short term?

9 A (O'Neil) I do remember that part. So, after  
10 that, I'm pretty sure it was me that the  
11 technician called and said that Ms. Thompson was  
12 very upset and that she never got her  
13 notification. Which always concerns us, if  
14 someone doesn't say they got their  
15 notification. And just because this has been  
16 such a difficult account for so long, we had  
17 the account turned back on, and then to send  
18 another notification. But by that time, it was  
19 too late, because you can't continue to seek  
20 disconnection because it's November and the  
21 moratorium was setting in. So, you have to  
22 wait until the following year.

23 Q That's the winter moratorium?

24 A (O'Neil) Yes.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Which is a policy that prevents disconnects  
2 during the winter season for obvious reasons,  
3 correct?

4 A (O'Neil) Correct.

5 Q So, now we're into the next year, the Spring of  
6 '18. And I think this is Exhibit 2. Is that  
7 the document that was involved in the same  
8 process for what became a disconnect process  
9 through the Summer and Fall of 2018?

10 A (Hemeon) Correct.

11 Q And is this a Liberty-generated document,  
12 Exhibit 2?

13 A (Hemeon) Yes, it is.

14 Q And who prepared this particular one, if you  
15 know?

16 A (Hemeon) I did.

17 Q And who does it go to?

18 A (Hemeon) We submit it directly to the Public  
19 Utilities Commission via email.

20 Q So, this is the -- what are in my words, the  
21 knock on the door to the PUC, basically saying  
22 "Please give us permission to disconnect"?

23 A (Hemeon) Correct. The same day that we send  
24 this to the Public Utilities Commission, we

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       also send a letter to the customer letting them  
2       know that we have contacted the Public  
3       Utilities Commission for permission to  
4       disconnect.

5   Q    The date of this is May 1st. Is that the date  
6       you started? Is that the date you sent?

7   A    (Hemeon) That's the date I started. I believe  
8       I sent the letter on May 3rd.

9   Q    Ms. Thompson made the allegation that the  
10       Company started this process in connection with  
11       her eviction proceeding. Is that true?

12   A    (Hemeon) No. We had no idea of the eviction  
13       proceeding at the time of submitting the PUC  
14       case file.

15   Q    Do you recall when the Company first learned  
16       about the eviction proceeding between Ms.  
17       Thompson and Madhu Estates?

18   A    (Hemeon) When we received the phone call from  
19       Madhu Estates requesting that we put the  
20       services in their name due to the court order  
21       that they had. I believe that was in June.

22   Q    I think it's in the documents. We'll get  
23       there.

24   A    (Hemeon) Yes.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q So, the first time you heard about the eviction  
2 proceeding was when the landlord's lawyer  
3 called?

4 A (Hemeon) Correct.

5 Q So that the information on Exhibit 2 is the  
6 typical information that is presented to the  
7 PUC?

8 A (Hemeon) Correct.

9 Q Are there any documents that go along with this  
10 form to the PUC?

11 A (Hemeon) We also send them the past 12 months  
12 of past due notifications that we send the  
13 customer, a copy of the letter that we mailed  
14 to the customer letting them know that we're  
15 requesting permission to disconnect, and we  
16 also send the Public Utilities Commission a  
17 copy of their most updated medical  
18 certification form.

19 Q The doctor's form --

20 A (Hemeon) Correct.

21 Q -- confirming whatever medical condition  
22 exists?

23 A (Hemeon) Uh-huh.

24 Q Does the PUC allow you to disconnect if you

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 haven't dotted the i's and crossed the t's?

2 A (Hemeon) No.

3 Q And you're held to a pretty strict standard in  
4 meeting all the obligations before, is that  
5 correct?

6 A (Hemeon) Correct. And once we send them this  
7 form, there are weekly updates with the Public  
8 Utilities Commission, letting them know if  
9 we've heard from the customer, if we've  
10 received a random payment from the customer.  
11 The Public Utilities Commission immediately  
12 lets us know when they have heard from the  
13 customer and what they have discussed with the  
14 customer.

15 Q And that's while the request is pending at the  
16 PUC, as they look at it to make their decision  
17 whether to approve it or not. Is that correct?

18 A (Hemeon) Correct.

19 Q And typically, how long does that process take  
20 at the PUC before you get your permission?

21 A (Hemeon) I would say, about two, two months,  
22 three.

23 A (O'Neil) It depends on how many cases there  
24 are.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Okay.

2 A (O'Neil) So, I know that one year we had quite  
3 a few, and it took a little bit longer. And  
4 I'm not sure how, I left in August, so I'm not  
5 sure how it worked out. But it always -- the  
6 first year, there wasn't many and it was quick.  
7 So, it depends on how many the case load is.

8 Q It's not a two-day turnaround. There's a  
9 process --

10 A (O'Neil) No. I've not seen anything turn  
11 around, three months, I would say, three or  
12 plus.

13 Q So, as Ms. Hemeon was saying, during that time  
14 there's constant communication between the  
15 Company and the PUC, "Have we heard anything?  
16 What's the status?"?

17 A (Hemeon) Correct.

18 A (O'Neil) There's also a process where, if no  
19 one, if Jenny can't get ahold of the customer,  
20 so that the PUC does their outreach, too, if  
21 we're not successful with our outreach. And  
22 then, if the PUC Staff can't get ahold of  
23 anybody either for five days, five business  
24 days, then they send a letter out, too, seeking

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 assistance from the customer to please call to  
2 set up a payment arrangement with the Public  
3 Utilities Commission.

4 Q And it's fair to say this whole carefully  
5 orchestrated process is to make sure we don't  
6 make a mistake and cutting off the wrong person  
7 for the wrong reason, is that fair?

8 A (O'Neil) And to give our medical customers  
9 every opportunity to meet the obligation in  
10 1205.

11 Q The next document, Exhibit 3, appears to be the  
12 letter that went out the same day, as  
13 Ms. Hemeon said, to Ms. Thompson, is that  
14 correct?

15 A (Hemeon) Yes. Sorry. Yes.

16 Q And this is the letter informing Ms. Thompson  
17 that the process -- that the Company has made  
18 the request?

19 A (Hemeon) Correct.

20 Q Exhibit 4 is a letter dated May 16 of '18.  
21 What's the purpose of this letter?

22 A (Allen) This is the letter notifying the  
23 customer that their medical -- ooh, that's  
24 helpful. Thank you. Sorry.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1           This is the letter notifying the customer  
2           that their Medical Emergency Certification is  
3           expiring.

4   Q     And this is something that -- what triggers  
5           this letter from Liberty?

6   A     (Allen) This is something that is sent out 30  
7           days before the expiration, just something  
8           called a "service order" on the account. And  
9           they pull a list to see what's going to expire,  
10          so that we can notify the customers to give  
11          them ample time to provide recertification  
12          documents, if necessary.

13   Q     How often do customers have to recertify?

14   A     (Allen) It depends on the ailment or condition.  
15          The doctors can certify up to a maximum of 12  
16          months.

17   Q     And Ms. Thompson was on a 12-month renewal  
18          cycle?

19   A     (Allen) Correct.

20   Q     So, the Company has a record that hers is  
21          expiring, so 30 days before you see that and  
22          you send out a reminder letter?

23   A     (Allen) Correct.

24   Q     If there were to be a snafu with that process,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 and either your reminder letter doesn't go out  
2 or her certification doesn't quite come in on  
3 12 months, does the Company immediately seek  
4 disconnection?

5 A (Allen) At that point, the customer would enter  
6 the normal collections processes, where they  
7 would receive phone calls and notifications  
8 before disconnection.

9 Q And if there was a mix-up, that would be the  
10 opportunity for that to be figured out and  
11 resolved?

12 A (Allen) Correct. What happens often, more  
13 often than not, is our customers will either  
14 not be able to or forget to certify within the  
15 12 months, they will reenter the collections  
16 process. And once they have received  
17 notification during the removal processes,  
18 whether it be the phone call or the letter,  
19 they will contact us, recertify themselves,  
20 which gives them a month to get us the  
21 documentation.

22 Q And then they're back on their medical  
23 protected status?

24 A (Allen) As long as they -- Yes. As long as

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       they receive -- they send us the correct  
2       documentation, that would be the case.

3     A     (O'Neil) I want to interject as well that we  
4       also send, when your medical protection has  
5       expired, you also get a letter then saying it  
6       has now expired.

7     A     (Allen) So, there are two letters. One at 30  
8       days prior, notifying them that they're going  
9       to expire. And then, once it has expired and  
10      that certification has been removed from the  
11      account, we send another letter.

12    Q     On the back of Exhibit 4 looks like the form  
13      that the doctor would fill out, is that  
14      correct?

15    A     (Allen) Correct.

16    Q     Exhibit 5 and 6 are some email communications  
17      between the Company and people at the  
18      Commission, is that correct?

19    A     (Allen) Correct.

20    Q     And are these the kind of updates that you were  
21      just describing, after the request has been  
22      made, during the couple months in between each  
23      of your communicating with the other?

24    A     (Hemeon) Correct.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q And these happen to pertain to Ms. Tompson  
2 specifically, is that correct?

3 A (Hemeon) Correct.

4 Q One of them from you, Ms. Hemeon, the second  
5 page of Exhibit 5, says "Minimum payment \$66".  
6 What do you mean by that, do you know?

7 A (Hemeon) That whenever we submit a case to the  
8 PUC for medical disconnection, we let them know  
9 what their minimum payment would be for the  
10 customer, which is their 12-month average, plus  
11 \$25.

12 Q So, if Ms. Tompson picked up the phone and said  
13 "I'm willing to enter a payment arrangement",  
14 this is what it -- the minimum it would be?

15 A (Hemeon) Correct.

16 Q Did any of you ever have a conversation with  
17 Ms. Tompson about a payment arrangement?

18 A (O'Neil) I did not.

19 A (Hemeon) I did.

20 Q I think I asked you, Ms. O'Neil, whether you've  
21 ever spoken to Ms. Tompson, and you said "no".  
22 Ms. --

23 A (Allen) I've never spoken with her.

24 Q But you have, Ms. Hemeon?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Hemeon) Yes.

2 Q And when did that conversation occur?

3 A (Hemeon) That conversation occurred the day  
4 that she paid the bill that she received  
5 stating it was her "Final Bill".

6 Q Okay. We'll get there.

7 A (Hemeon) Yes.

8 Q We won't take it out of context. Thank you.

9 Exhibit 7 is the "Expiration of Medical  
10 Protection" letter that went to Ms. Thompson?

11 A (Allen) That's the letter that Allison was  
12 referring to. Once, if we haven't received the  
13 documentation and the Medical Certification  
14 expires, we send the Expiration letter.

15 Q Okay. The next document, Exhibit 8?

16 A (Allen) This is the letter that's sent out,  
17 once we receive notification from the customer  
18 that there is a medical need. We refer to it  
19 as an "initial claim", when the customer is  
20 calling and letting us know that there's a  
21 medical need for the electric, or whatever the  
22 energy services are. We will put a hold on the  
23 account for 30 days, and send this letter out  
24 with the documentation needed from the doctor.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q So, this is the "hold" letter, until the  
2 official documents show up confirming the  
3 medical condition?

4 A (Allen) Correct.

5 Q Exhibit 9 is a bill, on the top it says "Final  
6 Bill". And it looks like it is from July --  
7 for the period July through August 15th of  
8 2018. I think you, Ms. Hemeon, was starting to  
9 talk about that. The Final Bill is an amount  
10 of "\$9.43". What does this mean?

11 A (Hemeon) So, at that point we had received the  
12 documentation from Madhu Estate's attorney  
13 stating that they were being required to keep  
14 the electricity on in their name, so that the  
15 electric services wouldn't end in the unit.  
16 And this is the bill that Ms. Thompson received  
17 from us transferring the services out of her  
18 name.

19 Q Okay.

20 A (Allen) I just wanted to specify, too, the  
21 August 15th date you're referencing is the due  
22 date of the bill. The service dates were  
23 actually July 13th to July 18th.

24 Q So, Ms. Hemeon, you said that you received

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 communication from the owner's attorney saying,  
2 as Ms. Thompson alluded to, there's an order  
3 that electric service must stay on, and the  
4 owner was calling you saying -- or, was the  
5 owner calling you saying "Please put it in my  
6 name", and the owner saying "So, I can make  
7 sure that the service stays on"?

8 A (Hemeon) The owner was calling in stating that  
9 he needed to get the services in his name. We  
10 then found out that he had purchased the  
11 property. And he told us that he did have a  
12 court order, according to his attorney,  
13 requiring him to put the services in his name.  
14 So, we did have his attorney forward that  
15 information to us.

16 Q When the owner of an apartment says "put the  
17 service in my name", can the tenant override  
18 that and say "No, I want it in my -- the  
19 tenant's name"?

20 A (Hemeon) No.

21 Q So, the owner of the unit ultimately has  
22 authority over that?

23 A (Hemeon) Correct.

24 Q So, in this case, when the owner said "put it

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 in my name", the Company has to say "okay"?

2 A (Hemeon) Correct.

3 Q All right. And so, when that happens, that  
4 triggered this Final Bill to Ms. Thompson?

5 A (Hemeon) Correct.

6 Q Because there was now a five- or six-day period  
7 between her last bill and this terminate --  
8 this switch?

9 A (Hemeon) Correct.

10 Q Is there any obligation that the Company notify  
11 Ms. Thompson that the account has been taken out  
12 of her name?

13 A (Hemeon) No.

14 Q Everyone agree with that?

15 A (Allen) I do.

16 A (O'Neil) I just wanted to interject as well,  
17 sorry, that we -- establishing an owner, we'd  
18 always verify before. No one can just call and  
19 say "Hey, I'm an owner", and we start moving  
20 the services over. We want to make sure that  
21 everything is verified first, before we would  
22 ever take that next step.

23 Q And how would go about that?

24 A (O'Neil) We would call the town tax records and

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 all of that. So, multiple sources.

2 Q The next exhibit is Exhibit 10. And that's an  
3 email exchange involving Ms. Patterson, Ms.  
4 Hemeon, and it includes forwarded emails from  
5 the owner's attorney, and copies of the Salem  
6 Court order. Is it fair to say that these  
7 documents are what prompted, as you say, the  
8 movement of the account from Ms. Thompson to  
9 Mr. Madhu?

10 A (Hemeon) Those are actually emails taking the  
11 services out of her -- out of his name, I  
12 believe.

13 Q Okay. So, explain what happened there. So, it  
14 went to the owner's name, out of Ms. Thompson's  
15 name.

16 A (Hemeon) Uh-huh.

17 Q And you're saying this is when it went back  
18 into Ms. Thompson's name?

19 A (Hemeon) This is when we actually put the  
20 account in what's called a "vacant" status,  
21 because the owner of the property notified us  
22 that, per the legal documents in the email, he  
23 was no longer required to keep the services in  
24 his name, and he wanted to disconnect the

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 services. We couldn't then put the services  
2 back in Ms. Thompson's name without her  
3 permission. So, the account went into a vacant  
4 status until she called us.

5 Q Okay. And is this when you had the  
6 conversation with Ms. Thompson?

7 A (Hemeon) Correct.

8 Q Can you please describe for us what that  
9 conversation was?

10 A (Hemeon) She called in to give the confirmation  
11 number to her Final Bill, letting us know that  
12 she had paid the \$9.43. I, at that point, did  
13 let her know that we had received notification  
14 from the landlord that the services were no  
15 longer required to stay in his name, and that  
16 he had scheduled for them to be disconnected.  
17 She then said "Well, I still live here. I want  
18 the services back in my name." So, we did  
19 that. We moved her in. There was no  
20 disconnection of services at that point,  
21 because we now had a responsible party for the  
22 bill.

23 I did let her know that she had already  
24 been approved by the Public Utilities



[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Commission for us to disconnect the services.  
2 I discussed with her what her balance was, and  
3 tried to get her on a payment arrangement.  
4 Letting her know that, typically, once a  
5 customer has been approved for disconnection,  
6 we usually request at least half of the past  
7 due balance, and that was the figure that I  
8 gave her.

9 I did let her know that, if she couldn't  
10 come up with that money, that we should, you  
11 know, what could she come up with, how much did  
12 she have towards the balance, had she sought  
13 assistance elsewhere. And we couldn't come up  
14 with an agreement.

15 So, I did let her know that we were going  
16 to be continuing to seek the disconnection on  
17 the account, being that we had the approval  
18 from the Public Utilities Commission.

19 Q Stepping back from Ms. Thompson's case in  
20 particular, once you're at this point in any  
21 medical disconnect, how long would it be  
22 normally when you would actually be at the  
23 house doing the disconnect? Days? Weeks? A  
24 couple months?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Hemeon) Fifteen days.

2 Q Fifteen days, okay. And is there something the  
3 Company has to do, let's say now particularly  
4 with Ms. Thompson, you had the conversation, do  
5 you have to do anything other than that to  
6 execute the disconnect?

7 A (Hemeon) We are now sending a letter letting  
8 them know that "You will be disconnected within  
9 fifteen days." But I did give her that verbal  
10 notification.

11 Q The next, Exhibit 11, is the bill in Madhu  
12 Estates' name. Explain what this is.

13 A (Hemeon) That's the bill from when we put the  
14 services in the owner's name, due to the  
15 requested documentation for their court order.

16 Q So, they had it for a month or so, and this was  
17 their bill?

18 A (Hemeon) Correct.

19 Q Exhibit 12 is a email exchange between Ms.  
20 Allen and Ms. Patterson at the PUC. Ms. Allen,  
21 if you could just sort of summarize what this  
22 exchange was about. We can read the exact  
23 words, but if you give us a high-level view.

24 A (Allen) So, this is an email between myself and

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Rorie, discussing the fact that I did go out to  
2 Ms. Thompson's house, in an attempt to contact  
3 her, to set up an arrangement, something along  
4 those lines.

5 Q Now, this email is dated -- I think they're all  
6 dated "August 29", starting, you know, three to  
7 four o'clock in the afternoon, five o'clock.  
8 When did you go to Ms. Thompson's house in  
9 relation to this email?

10 A (Allen) I believe it was -- I went out twice.  
11 The first attempt -- yes. The first time that  
12 I went out was on August 29th.

13 Q And can you tell us what was the purpose of you  
14 going out there?

15 A (Allen) The purpose to go out there was,  
16 knowing the history of the account, knowing the  
17 attempted contacts that we've made, you know,  
18 we've received letters from her, but no one has  
19 ever been able to make contact with her until  
20 Jen had spoken with her on the 17th.

21 And after the 17th, we attempted to  
22 contact her again. I was hoping that, if I had  
23 physically went out there and knocked on her  
24 door, I would be able to talk to her and

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 discuss arrangements, in order to avoid a  
2 disconnection.

3 Q And did you knock on her door?

4 A (Allen) I did.

5 Q And what happened?

6 A (Allen) Nothing. I did bring a letter with me,  
7 again, with the history of the difficulty with  
8 contact, I thought it would be prudent to bring  
9 a letter in case she was not available.  
10 Certainly, I'm going on my own schedule.  
11 There's no guarantee she would have been home.  
12 I did hear someone moving around behind the  
13 door while I was knocking. I stayed there for  
14 approximately five minutes.

15 Q Was anyone with you?

16 A (Allen) I had two techs with me, correct. One  
17 of them had brought a key to let us into the  
18 building, it is a secured building. And then  
19 we -- the three of us stood there waiting for  
20 someone to answer, and about five minutes of no  
21 answer, and then we left.

22 Q And this exchange with Ms. Patterson is  
23 describing these events?

24 A (Allen) Correct.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q And Exhibit 13 is the letter you left on her  
2 door?

3 A (Allen) Correct.

4 Q You said you went there twice. When was the  
5 second time?

6 A (Allen) The second time was a few weeks later.  
7 It was at -- on the 12th. Part of --

8 Q The 12th of?

9 A (Allen) Oh, I'm sorry. September 12th. Part  
10 of the challenge with her account was the fact  
11 that she had been requesting documents, and  
12 continued to say that she hadn't received them.  
13 We had attempted multiple times to send packets  
14 to her with the documents she had requested  
15 with a signature required. And every attempt  
16 we made was returned to us.

17 So, at the request of the Public Utilities  
18 Commission, in order to get her the information  
19 she had requested, I drove down there and left  
20 the packet for her. I did knock again on that  
21 occasion, in order to attempt to make contact  
22 and hand it over myself. But, again, there was  
23 no answer. So, I left it in front of her door.

24 Q And jumping ahead a little bit to Exhibit 16,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 is this the cover letter and pile of documents  
2 that you delivered to her house?

3 A (Allen) Yes.

4 Q Okay. Come back to that in a second. So, that  
5 was -- and you physically left the envelope?

6 A (Allen) Correct.

7 Q And I think there's a photograph of that in  
8 this file somewhere, too. And you took that  
9 picture?

10 A (Allen) I did.

11 Q Okay. Going back to Exhibit 14, this is a  
12 document that stands along as "Exhibit 14", and  
13 is also part of the package you left for Ms.  
14 Thompson. Did you prepare this, Ms. Allen?

15 A (Allen) I did.

16 Q And what was the purpose of preparing this?

17 A (Allen) The purpose of preparing this was to  
18 give Ms. Thompson an overview of her account  
19 activity. Sometimes it's difficult for  
20 customers, who only look at one bill at a time,  
21 to get a really good view of what's going on  
22 with their account. And she, I believe, had  
23 requested at some point, because she said she  
24 was disputing the bill, but had never clarified

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1        what bill she was disputing. So, I did put  
2        this together, just with an overview of what  
3        documentation we do have for her account, as  
4        far as bills, payments, and where those  
5        documents came from.

6        Q        So, the table starts with one entry in January  
7        of '03, a handful of entries in November of  
8        '06, and then fairly regular, I haven't  
9        checked, but fairly regular monthly entries  
10       from '07 through the present. What was your  
11       source to compile this?

12               Understanding that the -- I can represent  
13       that the order approving the Liberty  
14       acquisition was the Summer of 2012. And as you  
15       stated, or someone stated, there's a transition  
16       period after that. So, this is, obviously,  
17       predating that by years. So, what was the  
18       information you had?

19       A        (Allen) When the transition occurred with the  
20       data systems, with the bill information and the  
21       information on the account is kept, my  
22       understanding is that, when that transition  
23       occurred, any open documents that National Grid  
24       had outstanding. So, in Ms. Thompson's case,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 any bills that had not been paid, in the case  
2 of a customer who had credit, it would be any  
3 payments that hadn't been applied to any bills,  
4 came over as a document. So, we don't have  
5 necessarily the same amount of detail that we  
6 would have on one that we had generated. But  
7 we do have that information, and that's what I  
8 included here, and that's why I noted it to the  
9 right as a "National Grid balance".

10 Q There was a transition period after the  
11 official closing of the sale of Granite State  
12 to Liberty, and you say that there was a  
13 transition of billing information. When did  
14 that occur from Granite State?

15 A (Allen) I want to -- I don't know the specific  
16 date. It was July of 2014. I don't remember  
17 the specific day.

18 Q So, there was roughly two years after the close  
19 of the sale where Grid was still providing  
20 services --

21 A (Allen) Correct.

22 Q -- as Liberty ramped up, for lack of a better  
23 word?

24 A (Allen) Correct.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q So, this information that you put in this table  
2 that predates 2014 is National Grid information  
3 that, as you described, it came from Grid?

4 A (Allen) Correct.

5 Q Beginning in the Summer of 2014, it's all  
6 Liberty Utilities information, is that correct?

7 A (Allen) The first bill that we initiated on her  
8 account was in August of 2014.

9 Q Okay. And that would be on Page 3 of this  
10 exhibit?

11 A (Allen) Correct.

12 Q Is there a reason that there are no payments  
13 reflected in the "National Grid" columns?

14 A (Allen) Again, it's my understanding that the  
15 only thing that would have come over are open  
16 documents. So, there very well could have been  
17 payments during that time. But where they had  
18 applied to those --

19 MS. TOMPSON: Objection.

20 Speculation.

21 CMSR. BAILEY: Mr. Sheehan.

22 MR. SHEEHAN: I can ask the question  
23 again.

24 CMSR. BAILEY: Okay.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 BY MR. SHEEHAN:

2 Q So, your understanding is that the National  
3 Grid records sent to you were "open" documents  
4 or events?

5 A (Allen) Correct.

6 Q And is it your understanding that, if there was  
7 a payment of a bill, that would not be an open  
8 bill?

9 A (Allen) Correct.

10 Q Beginning with the Liberty bills in the Summer  
11 of '14, these come from Liberty's system?

12 A (Allen) Correct.

13 Q Was it the same system or was it a totally  
14 different billing system?

15 A (Allen) From National Grid?

16 Q Yes.

17 A (Allen) Different.

18 Q Okay. And is this still the system Liberty  
19 uses today?

20 A (Allen) It is.

21 Q And on the right-hand column, there's a label  
22 of "Payments", and the payments you have in  
23 red, and it says "SNHS Payment". What does  
24 that mean?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Allen) Those are payments that came from Fuel  
2 Assistance.

3 Q And the red amounts are the payment amounts, is  
4 that correct?

5 A (Allen) Correct.

6 Q And is it fair to say that you can pretty much  
7 match a Fuel Assistance payment to the billed  
8 amount either one or two bill periods before?

9 A (Allen) It is.

10 Q And if you go to the last page of Exhibit 14,  
11 there is a "Customer Payment", the very last  
12 entry of August of '18, is that correct?

13 A (Allen) Correct.

14 Q Can you describe for us the activity on the  
15 account since it was returned back into  
16 Ms. Thompson's name? We have a few bills  
17 attached as exhibits.

18 A (Allen) So, this statement was prepared by  
19 myself on August 30th. So, it only goes  
20 through that date. Since then, since the  
21 account was put back into Ms. Thompson's name,  
22 she did make additional payments. And I don't  
23 know off the top of my head how many, up until  
24 the fuel season started, in November of 2018,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 and then those payments stopped.

2 Q If you jump way ahead to Exhibit 18, it appears  
3 there's a bill September '18 that reflects the  
4 \$9.43 payment, and bill of October '18, and a  
5 bill of November '18, reflecting a \$50 payment.  
6 You see those?

7 A (Allen) I'm getting there.

8 Q And that would be 18, 19, and 20 exhibits.

9 A (Allen) Exhibit 19, which is the bill for  
10 September to October, it does not reflect any  
11 payments. The \$50.68 credit is reflected on  
12 the November bill.

13 Q And that would be a payment from Ms. Thompson?

14 A (Allen) Correct.

15 Q So, going back to Exhibit 14, your table,  
16 through the end of August, the only payment  
17 from Ms. Thompson was that \$9 payment?

18 A (Allen) Correct.

19 Q All the other payments are from Fuel  
20 Assistance?

21 A (Allen) Correct.

22 Q Maybe now is the time to give the Company's  
23 understanding of what Fuel Assistance does and  
24 does not cover. I think Ms. O'Neil described

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 the process of the -- for what she called it  
2 the certification coming in from the agency  
3 saying the customer has up to X dollars, we  
4 notify the customer.

5 And is this money available for year-round  
6 bills or winter only?

7 A (O'Neil) Winter only.

8 Q And who's decision is that?

9 A (O'Neil) That's State rules.

10 Q It's not Liberty's decision?

11 A (O'Neil) It absolutely is not.

12 Q And does Liberty have the authority to -- well,  
13 let me ask you, would they even send you the  
14 money outside of the winter period?

15 A (O'Neil) No. No.

16 Q And what's your understanding of, if the  
17 customer does not use the full amount of the  
18 allotment, what happens to that excess?

19 A (O'Neil) It gets rolled over and it's back into  
20 the Program.

21 Q Have you ever heard of an instance where a  
22 customer was able to take advantage of that  
23 excess for --

24 A (O'Neil) Never. Absolutely never.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Do the awards always cover the actual bills  
2 through the winter for customers?

3 So, in Ms. Thompson's case, she used not  
4 very much of that yearly award.

5 A (O'Neil) Because she has electric heat, and  
6 because she also gets electric discounts. So,  
7 her bills are lower. So, she can't take  
8 advantage of the full amount that she's  
9 offered, which Ms. Patterson explained to her.

10 We have other customers who run out of  
11 Fuel Assistance in February. And so, the  
12 Program goes to April, but they used their  
13 allotted amount.

14 A (Allen) I think to add to that and to answer  
15 your question as well, Ms. Thompson is not the  
16 only customer that we have that does not go  
17 through their allotted amounts.

18 Q And these rules of how the money is applied and  
19 what happens to the excess are not Liberty  
20 rules, these are the rules from the -- whatever  
21 agency disperses this money, is that correct?

22 A (O'Neil) Yes.

23 A (Allen) Correct.

24 Q So, Exhibit 16 is a copy of the package, Ms.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Allen, that you dropped off at Ms. Thompson's  
2 door, and it has the chart we just went  
3 through, and it has copies of many bills, and  
4 some other documents. And these were documents  
5 that Ms. Thompson had asked for several times  
6 you said?

7 A (Allen) To my knowledge, yes.

8 Q All right. And you had made other attempts to  
9 deliver that were apparently not successful, so  
10 you, with Ms. Patterson's suggestion, actually  
11 went down there to drop them off?

12 A (Allen) Correct.

13 Q The last few exhibits, 21, Exhibit 21 is a  
14 series of Past Due Notices. Are these the sort  
15 of normal Past Due Notices that go to all  
16 customers or just medical customers?

17 A (O'Neil) Just medical.

18 Q And these -- I think someone was saying medical  
19 customers get these every month?

20 A (Allen) Correct.

21 A (Witness O'Neil nodding in the affirmative).

22 Q Even if they are satisfying their payment  
23 arrangement, they still get these letters?

24 A (Allen) Correct.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (O'Neil) Yes.

2 Q And Exhibit 22 is the manual from the Program,  
3 if you go to very last page, 23 is a  
4 November 16, 2018 letter to Ms. Thompson. And  
5 this letter is what? You able to find that?

6 A (Allen) So, this is the -- yes. This is what  
7 we refer to as the "Welcome letter" to the Fuel  
8 Assistance Program. And this is the letter  
9 that's sent to customers, once we receive the  
10 enrollment from the agency.

11 Q Is this letter required by PUC rules?

12 A (Allen) I do not know.

13 Q How about Ms. O'Neil?

14 A (O'Neil) No. We implemented it in 2016 to have  
15 a better customer experience.

16 Q If you now turn to a couple of Ms. Thompson's  
17 exhibits I'd like you to look at, they should  
18 be in that binder as well. If you go to K,  
19 this is a "Medical Certificate Confirmation"  
20 letter of June '18, where Ms. Thompson noted  
21 that the letter indicates the certification is  
22 continued to a date before the letter went out.

23 A (Allen) Yes.

24 Q Is that correct?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Allen) That's correct. It was an unfortunate  
2 typo.

3 Q And was that corrected?

4 A (Allen) It was never the case in the system.

5 Q Never the case that the --

6 A (Allen) That the certification was put through  
7 until June of 2019. So, there wasn't anything  
8 to correct in the system.

9 Q Okay. I can't put my finger on it, but there  
10 was a -- something Ms. Thompson referenced that  
11 had a \$10,000 balance. Do you recall what that  
12 was?

13 A (Allen) That is -- today is the first that I  
14 heard of that. Her balance, to my knowledge,  
15 has never been \$10,000. So, there would have  
16 been an error in that that I would be more than  
17 happy to investigate.

18 Q Okay.

19 MS. TOMPSON: That's Exhibit --  
20 Exhibit V.

21 MR. SHEEHAN: Thank you.

22 BY MR. SHEEHAN:

23 Q Ms. Allison *[sic]*, Ms. Thompson didn't talk  
24 about it today, but it's in her complaint. And

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       that is the conversation that someone from the  
2       Company had with her doctor. And I understand  
3       that was you?

4   A     (O'Neil) It was me.

5   Q     Could you please tell us how that came about,  
6       why you wanted to call, and what steps you went  
7       through before you called?

8   A     (O'Neil) Because the -- and I'm not sure how  
9       this happened, but the document that we  
10      received, all it said on it was "air  
11      purification".

12  Q     The document from?

13  A     (O'Neil) From the medical doctor, stating that  
14      it was medical protection for -- didn't really  
15      say, it said for "air protection".

16  Q     Okay. So, the --

17  A     (O'Neil) I mean, "air purification".

18  Q     So, you interpreted the letter saying the  
19      reason for medical protection on the account  
20      was "air protection" or something --

21  A     (O'Neil) That she needed "air" -- "air  
22      purification", which is not like oxygen. So, I  
23      had contacted PUC Staff to ask if I could call.  
24      And I was granted permission, because the

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       wording, the verbiage, was so vague.

2   Q     And do you recall who you spoke to at the PUC?

3   A     (O'Neil) Gary Cronin.

4   Q     And he said it was okay for you to call the  
5       doctor?

6   A     (O'Neil) Yes.

7   Q     And did you call the doctor?

8   A     (O'Neil) I did.

9   Q     And could you let us know how that conversation  
10       went?

11   A     (O'Neil) I think I spoke to a secretary first,  
12       and then I said it was very important that I  
13       speak with the doctor. And he did finally call  
14       me back. And when I said to him "I need  
15       further clarification on what "air  
16       purification" means." This is -- this is a  
17       form that all utilities have worked on,  
18       including the lawyer for PUC Staff, that it's a  
19       legal document, supposedly to be a legal  
20       document. That I would need additional  
21       clarification as physical or mental harm in  
22       case of disconnection.

23   Q     And did the doctor answer your questions?

24   A     (O'Neil) He seemed frustrated and said, this is

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 exactly what he said to me, that he was trying  
2 to help her out, and he doesn't need this, and  
3 he asked me to shred it. Which I, in turn,  
4 called Mr. Cronin at the PUC to advise him of  
5 such things.

6 Q Did you later get a medical certification that  
7 was acceptable to the Company?

8 A (O'Neil) I didn't, personally. But, yes. I  
9 believe we did.

10 Q And despite that conversation, does the Company  
11 challenge Ms. Thompson's medical certification?

12 A (O'Neil) We do not. We're not doctors, so --

13 MR. SHEEHAN: That's all I have.

14 Thank you.

15 CMSR. BAILEY: Does Staff have any  
16 questions?

17 MS. SCHWARZER: I do have one  
18 question for Jessica. I'm sorry, I don't  
19 remember her last name.

20 WITNESS ALLEN: Allen.

21 MS. SCHWARZER: Allen. Thank you.

22 **CROSS-EXAMINATION**

23 BY MS. SCHWARZER:

24 Q Could you look at the Petitioner's Exhibit V

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 please.

2 A (Allen) Yes.

3 Q There's a balance at the top that looks like  
4 "\$10,708", and it was sent in January of 2019.

5 A (Allen) Yes.

6 Q Were there any billing irregularities in  
7 Liberty at that time?

8 A (Allen) There were not. We did have -- and I  
9 apologize that I had forgotten about this until  
10 after I answered your question earlier,  
11 Mr. Sheehan. We did have an issue with the  
12 past due notices that went out in January,  
13 which I advised the Public Utilities Commission  
14 on, where the balances doubled. We did send a  
15 corrected letter to the customers advising them  
16 that the balance was incorrect, and that the  
17 balance on the letter that was sent out  
18 subsequently was the correct balance.

19 MS. SCHWARZER: Thank you.

20 CMSR. BAILEY: Ms. Tompson?

21 MS. TOMPSON: Yes.

22 CMSR. BAILEY: Do you have questions  
23 for these witnesses?

24 MS. TOMPSON: Yes, ma'am.

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1 BY MS. TOMPSON:

2 Q Ms. O'Neil, you stated that you contacted the  
3 doctor because the only documentation in the  
4 standardized form was medical equipment being  
5 used?

6 A (O'Neil) It said "air purification", and not  
7 "oxygen", yes.

8 Q So, it did not specifically state directly  
9 above it the description of the patient's  
10 medical condition or danger or the anticipated  
11 duration of the condition, those were missing?

12 A (O'Neil) I don't have it in front of me. Do  
13 you have a copy of that?

14 Q There's a blank form, Exhibit 8.

15 A (O'Neil) Oh, no. I thought -- I wanted to see  
16 the completed one. I don't remember the time,  
17 but there was reason for it to be questioned,  
18 because, typically, when someone's in a serious  
19 medical condition, it's oxygen. So, I needed  
20 further clarification for "air purification"  
21 and "oxygen" are two totally separate entities.

22 Q I understand. Was the healthcare provider's  
23 signature and date on the form?

24 A (O'Neil) Yes, it was.

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Was the healthcare provider's name and license  
2 number on the form?

3 A (O'Neil) Yes, it was.

4 Q And the address and city, state and zip?

5 A (O'Neil) Correct. As far as I remember, not  
6 having the form in front of me.

7 Q And the email address and phone number were all  
8 there?

9 A (O'Neil) As far as I remember.

10 Q But the description of the medical condition  
11 directly below that and the anticipated  
12 duration of the condition was missing?

13 A (O'Neil) Yes, it was, as far as I'm  
14 remembering. I don't have the completed form.

15 Q So, how would you then implement the 12 months,  
16 if the 12 months weren't listed?

17 A (O'Neil) What do you mean?

18 Q For the Certificate. You're saying that the  
19 anticipated duration of the condition was  
20 actually missing on the form. How would you  
21 then implement a certificate for 12 months, if  
22 that information was missing?

23 A (O'Neil) That's why I called. Because I needed  
24 to have the "air purification" clarified for

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 me, because that's not an emergency medical.

2 Q And did they regenerate another form? Another  
3 form was signed by the doctor?

4 A (O'Neil) I believe, later, which I wasn't  
5 involved then.

6 Q You believe that later the doctor re-faxed  
7 another form?

8 A (O'Neil) I'm not aware of that answer. As far  
9 as I knew, the last -- I was moving into a --  
10 transitioning into a different position. So,  
11 as far as I know, that the last I knew it was  
12 what the doctor had said, unless he sent  
13 another form stating it would be more clear.

14 A (Allen) Would you mind if I elaborated on that?

15 Q Please. Yes.

16 A (Allen) You know, to be fair, Allison was in  
17 the middle of a transition at the time and had  
18 a lot of things going across her desk. It's  
19 certainly impossible for us to say without it  
20 in front of us. I don't believe that was  
21 necessarily missing. I believe that  
22 clarification was needed, because, typically,  
23 "air purification" is not something that's  
24 medically necessary. Which is why we had

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 reached out to the Public Utilities Commission  
2 to gain permission and their blessing to call  
3 and have the doctor elaborate on that.

4 Q So, you're stating that, in your recollection,  
5 that the healthcare provider's name -- I mean,  
6 that the description of the patient's condition  
7 and the anticipated duration of the condition  
8 were actually on the form?

9 A (Allen) I could not say for certain, again,  
10 because I don't have it in front of me. And if  
11 I have seen the document, it's been months.  
12 So, it wouldn't be fair for me to say either  
13 way whether it's there or not.

14 Typically, if it's not, we would deny it  
15 outright, and that didn't happen in this case.  
16 So, my assumption would be that it is there.

17 Q Okay. Fair enough. Thank you. Ms. O'Neil,  
18 what was your response after the doctor said  
19 "I'm just trying to help her out, don't need  
20 this, shred it"?

21 A (O'Neil) I called the Public Utilities  
22 Commission.

23 Q You didn't respond to the doctor at all, saying  
24 "okay, I'll terminate this document"?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (O'Neil) Yes, I did.

2 Q You did. And then, did you shred the document?

3 A (O'Neil) No, I did not. I called the Public  
4 Utilities Commission for guidance.

5 Q And what did you do with the document?

6 A (O'Neil) I believe it's still with our Company.

7 Q And it's possible that this document has  
8 actually been applied to the Certificate?

9 A (O'Neil) Yes. Yes. That wouldn't be my  
10 decision, though.

11 Q Oh. It was your decision to use that document,  
12 even though you had a question on it and it was  
13 missing data?

14 A (O'Neil) No. It's not my decision. It was my  
15 decision to make sure that all medicals are  
16 appropriate. And so, if it -- if I have a  
17 question, I would go to the Public Utilities  
18 Commission to ask, if you had "air  
19 purification" versus "needing oxygen".

20 Q Thank you. The Welcome letter is not mandated  
21 by the Public Utilities Commission?

22 A (Allen) Correct.

23 Q And your claim is that this document has been  
24 sent to the plaintiff in this case in 2016,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 2017, and 2018?

2 A (Allen) That's correct.

3 Q Do you actually put the information in the  
4 envelopes and mail them?

5 A (Allen) We do.

6 Q So, you would know whether or not Judith  
7 Thompson had actually been sent this?

8 A (Allen) They're sent to all customers that we  
9 receive enrollments for.

10 Q In the notification in the Fuel Assistance  
11 award letter, do you follow up with another  
12 letter after that time period has ended?

13 A (Allen) As far as at the end of the fuel  
14 season?

15 Q Correct.

16 A (Allen) No, we do not.

17 Q You do not?

18 A (Allen) No.

19 Q Is there a reason you don't? If there's an  
20 unused portion, are you notifying the customer  
21 that a certain amount was used and that a  
22 certain amount has not been used on this  
23 account so that they could follow up?

24 A (Allen) We don't notify. And as far as I know,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       it's not something that really has to do with  
2       the utility. You know, our responsibility is  
3       to take the notification, the enrollment from  
4       the Fuel Assistance agency, and, you know,  
5       invoice the agencies with the appropriate  
6       bills, and take the payments that are remitted  
7       for that.

8   Q   Thank you. Your policy is to reach out and  
9       phone contact on arrears in an attempt to set  
10      up payment plans. When you can't reach them,  
11      then you send out a letter?

12  A   (Allen) Are you referring to the regular  
13      collections process or for medical accounts?

14  Q   Either one. Whichever you'd like to discuss.

15  A   (Allen) So, for -- I think medical accounts  
16      would be more appropriate. So, for medical  
17      accounts, regardless of whether we received  
18      contact or are able to contact the customers  
19      when we call, a letter is sent out. So,  
20      they're independent processes. They both  
21      happen regardless.

22  Q   And on that medical account, what is in that  
23      letter?

24  A   (Allen) Forgive me, I'm -- I know there's a few

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 in here. I'd like to reference it directly.

2 Q Are you talking about the Past Due Notice,  
3 Exhibit 21?

4 A (Allen) Correct.

5 Q Okay. I'm asking if there's an additional?  
6 This is a standardized letter that's sent,  
7 correct?

8 A (Allen) Correct.

9 Q Is there a follow-up letter? So, if you had  
10 been on the phone, and you're calling a number  
11 and you're not getting a response, do you send  
12 out a follow-up letter trying to contact that  
13 person in the mail?

14 A (Allen) In addition to the letter that you're  
15 holding, no.

16 Q No, you do not. Is there a reason for that?

17 A (Allen) Well, we've already sent a letter.

18 Q Meaning that Exhibit 21, which is the Past Due  
19 Notice, is sufficient? And if you're --

20 A (Allen) Correct.

21 Q -- attempting to reach out to a medical person,  
22 a medical client, you're not able to get them  
23 on the phone, but you know they're there, and  
24 you're trying to reach out in order to set up a

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 payment plan, you don't follow up with a signed  
2 personalized letter saying "I've been trying to  
3 attempt to contact you, you need to set up a  
4 payment plan", that does not happen?

5 A (Allen) We do not.

6 Q You do not. And is that the policy?

7 A (Allen) The policy is to call and to send the  
8 letter, which you're referencing, the Past Due  
9 Notice, which contains all of that information.

10 Q Okay. So, the standardized Past Due Notice is  
11 mailed out, and then, after you've made phone  
12 contact or tried to make phone contact, the  
13 phone contact doesn't happen, you don't send  
14 out any notifications, then you start notifying  
15 the Public Utilities Commission of the repeated  
16 attempts on the phone that you've made?

17 A (Allen) Correct.

18 Q And if you'd made contact, if you've attempted  
19 contact with someone that you haven't been able  
20 to get ahold of, do you document that as an  
21 actual contact?

22 A (Allen) In what way? With the Public --

23 Q How would you -- how would you document to the  
24 Public Utilities if you've made a phone call to

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 someone and there was no response?

2 A (Allen) It's all included in the documentation  
3 that we have to provide when we submit for  
4 disconnection any medical customer.

5 Q So, what would that statement say?

6 A (Allen) It would be a note on the document  
7 stating what date we had called, and whether or  
8 not there was contact.

9 Q Whether or not there was actual contact?

10 A (Allen) Correct.

11 Q Thank you.

12 A (Allen) Just in addition to that as well, the  
13 monthly bills that go out. So, for any medical  
14 customers, they receive their bills, their Past  
15 Due letters, and phone calls.

16 Q And in terms of those bills, on Exhibit 18,  
17 when a payment is received, it just states "CR"  
18 as a "credit", correct?

19 A (Allen) Correct.

20 Q We don't know who made that payment. So, it  
21 could Fuel Assistance, it could be somebody  
22 paying on behalf of a person, or it could  
23 actually be that person making the payment?

24 A (Allen) Well, my assumption is, if it was a

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 person making a payment, then they would  
2 understand who that payment came from.

3 Q But you'd agree that this document doesn't  
4 state it?

5 A (Allen) It does not. No, it does not specify  
6 that.

7 Q In relation to the \$66, information that was  
8 presented to the Public Utilities Commission as  
9 a minimum payment?

10 A (Allen) That would be a monthly payment.

11 Q But there was no documentation that was sent to  
12 the plaintiff in this case regarding any  
13 payment arrangements, because you don't send  
14 out documentation for payment arrangements?

15 A (Allen) Well, we can't negotiate or discuss any  
16 payment arrangements via letter. So, we can  
17 notify that payment arrangements need to be set  
18 up. But we can't discuss the specifics. It  
19 would not be conducive to an actual discussion.

20 Q So, is it fair to say that that \$66 was an  
21 assumption on the part of Liberty Utilities  
22 that that would be a minimum payment to this  
23 account, and then presented it to the Public  
24 Utilities Commission as an actual number of



[WITNESS PANEL: O'Neil|Allen|Hemeon]

1        what your demand was?

2        A        (Allen) It's not an assumption. It's based on  
3        factual documentation on the account, as far as  
4        what the last 12 months of bills were, plus  
5        \$25.

6        Q        So, in this case, the expectation that Liberty  
7        had was a \$66 monthly payment, which they  
8        presented to Public Utilities Commission?

9        A        (Allen) Correct.

10      Q        But did not present it to Judith Thompson?

11      A        (Hemeon) We were never able to make contact  
12      with Judith Thompson to be able to request the  
13      minimal of the \$66 payment prior to receiving  
14      the disconnection approval from the Public  
15      Utilities Commission.

16      Q        Correct. So, Judith Thompson was never made  
17      aware of the \$66 requirement?

18      A        (Hemeon) The notices that were sent out to  
19      Judith Thompson every month asking her to call  
20      in to set up a payment arrangement, we would  
21      have been able to discuss the actual number  
22      with her at that time. We just let --

23      Q        Over the phone?

24      A        (Hemeon) Correct. We let the Public Utilities

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Commission know what it is we're looking for as  
2 a minimum when we submit the information to  
3 them to request disconnection.

4 A (Allen) And this is to help facilitate, in case  
5 Ms. Thompson were to call the Public Utilities  
6 Commission instead of us, during that process.

7 A (O'Neil) I also wanted to point out, when the  
8 Better Business Bureau complaint was filed  
9 against Liberty Utilities, as well as the  
10 Public Utilities Commission, in the response  
11 that's public, it states what we were looking  
12 for for a payment arrangement, and the \$67 I  
13 believe is what it states.

14 A (Allen) In Exhibit 1, Number 3, it does  
15 reference the "average of bills, plus 25", and  
16 the actual dollar amount is in the closing,  
17 "the requested 65 a month".

18 Q Okay.

19 A (Allen) And that discrepancy between 65 and 66  
20 would be the difference, because every month it  
21 would be a different 12-month average, because  
22 you have an --

23 *[Court reporter interruption.]*

24 **CONTINUED BY THE WITNESS:**

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Allen) -- an updated bill.

2 BY MS. TOMPSON:

3 Q Thank you. Ms. O'Neil, you were employed in  
4 November of 2017 with Liberty Utilities in the  
5 Collections Department?

6 A (O'Neil) Correct.

7 Q And were you working on November 6 of 2017?

8 A (O'Neil) I would assume so. I usually worked  
9 -- I don't normally take days off. I assume  
10 I'm working, yes.

11 Q Did you field the phone call from the tech  
12 who -- the technician who called related to the  
13 disconnection?

14 A (O'Neil) I believe that was me.

15 Q You believe that that was you?

16 A (O'Neil) I'm not positive. It's been a while.  
17 But I do think that was me, because it's  
18 ringing a bell that -- because you said you  
19 didn't get your notification, that I had them  
20 turn it back on. It does sound familiar to me.  
21 And I don't know if I'm remembering somebody  
22 else on my team and telling me about it, or  
23 I -- I believe it was me, though.

24 Q So, in your refreshed recollection, you believe

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1           that you were the person that told them to turn  
2           the service back on on that day?

3    A       (O'Neil) Yes.

4    Q       Do you recall talking with Judith Thompson on  
5           the phone?

6    A       (O'Neil) No.

7    Q       You only spoke with the tech?

8    A       (O'Neil) As far as I'm remembering, yes.

9    Q       What was the rationale for turning it back on  
10           when it had already been turned off?

11   A       (O'Neil) Because of our challenging  
12           relationship, our non-relationship, and you not  
13           getting notification, we turned it back on.  
14           And we were going to send another disconnect  
15           letter, because you're saying you didn't get a  
16           notification, as far as --

17   Q       So, you did speak with Judith Thompson regarding  
18           notification?

19   A       (O'Neil) No. I do not remember speaking to  
20           you.

21   Q       How did you know that the notification hadn't  
22           happened?

23   A       (O'Neil) Because that's what the tech was  
24           telling me.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q I see.

2 A (O'Neil) And I just didn't want any challenges.

3 Q And did you notify the Public Utilities  
4 Commission that you had authorized for the turn  
5 back on on that account?

6 A (O'Neil) I think so. I also believe I notified  
7 the Public Utilities Commission saying that we  
8 would have to start over, as far as sending a  
9 new notice for a disconnection. But it was  
10 coming up towards the moratorium, which I was  
11 concerned about. Which I believe we didn't end  
12 up being able to follow through.

13 Q And you heard Judith Thompson's testimony that  
14 she never received any 14-day notification  
15 prior to that disconnect, correct?

16 A (O'Neil) Yes. I heard you say that. I also  
17 heard you say that you didn't get any of the  
18 Welcome letters. I also heard you say that you  
19 didn't get any of the Past Due letters as well.

20 Q So, do you agree that she did not receive the  
21 14-day notice of disconnection?

22 A (O'Neil) No, I do not agree.

23 Q But you turned the utility on because she said  
24 she didn't get it?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (O'Neil) Yes.

2 Q With the understanding that you were intending  
3 to terminate after the Fuel Assistance Program  
4 had ended after the winter?

5 A (O'Neil) It was November 6th. I didn't want  
6 any problems because of what's happened between  
7 the --

8 Q Who told you November 6th?

9 A (O'Neil) You just did.

10 Q How did the disconnect occur on November 6?  
11 What's the process for disconnection at Liberty  
12 Utilities?

13 A (O'Neil) What we've talked about this entire  
14 time. That you send over a notification, a  
15 letter to the Public Utilities Commission  
16 asking for permission to disconnect, and with  
17 all of the pertinent information that belongs.  
18 Then, the PUC tries to outreach, if we can't  
19 make outreach.

20 Q The Liberty Utilities procedure?

21 A (O'Neil) And then, we send a written  
22 notification, and you have 15 days to make a  
23 payment or enter into a payment arrangement  
24 before you're disconnected.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Your office doesn't actually go out. These are  
2 technicians that are going out.

3 A (O'Neil) Correct.

4 Q How does the request for a technician to go out  
5 to a home, how is that generated at Liberty?

6 A (O'Neil) It's generated by a service order.

7 Q A service order. So, there's documentation  
8 requesting for a shutoff on a particular  
9 property?

10 A (O'Neil) Correct.

11 Q And that's in writing?

12 A (O'Neil) Yes.

13 Q Do you know if it was presented -- then it had  
14 to have been completed in this case?

15 A (O'Neil) I would think so, yes.

16 Q And who would generate that? Who would make  
17 that decision?

18 A (O'Neil) One of the Collections people or  
19 myself.

20 Q And did you make that decision for  
21 November 6th?

22 A (O'Neil) I'm sure that we did, because we had  
23 permission from the Public Utilities  
24 Commission.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q I don't know who "we" is. Did you personally  
2 make that decision?

3 A (O'Neil) I don't really make the decision. The  
4 Public Utilities Commission gives us permission  
5 to disconnect, and then we send the letter out,  
6 and then we put a service order in.

7 Q Right. And is the service order signed by  
8 anyone?

9 A (Allen) The service order is electronic. It's  
10 an electronic order that goes to the system  
11 from our office, and is -- and truly, I'm not a  
12 tech, so I don't know the specifics of their  
13 end. They receive them every day, and they go  
14 out and just do the work that is requested.

15 A (O'Neil) They go through dispatch for them, and  
16 dispatchers assign it to various techs that are  
17 in that area.

18 Q And is it like an email, where it's to and from  
19 certain people?

20 A (O'Neil) No.

21 Q No. So, anybody in the Collections Department  
22 could have issued this order?

23 A (Allen) Correct.

24 Q Would the other -- would the other people in

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       that department know that, you know, Person A,  
2       you know, one of you had dispatched it out and  
3       not known -- I mean, is it possible two of you  
4       could have dispatched it out?

5   A     (Hemeon) No.

6   A     (O'Neil) No.

7   Q     Not knowing? No.

8   A     (Allen) No.

9   Q     But do you sit down and have meetings about  
10       this, are there lists --

11  A     (Allen) There's constant communication. It's  
12       also just part of the policy and procedure  
13       that's already been discussed, as far as --

14  Q     Is that verbal communications?

15  A     (Allen) As far as -- well, initially, it's  
16       verbal communication. But regardless, if two  
17       people just happened to work on the same  
18       account, for instance, your account, there  
19       would already be a service order on the  
20       account. So, it would be obvious to anyone who  
21       brought the account up that it had already been  
22       dispatched.

23  Q     So, is there anyone here on the panel that can  
24       state with specificity that they initiated that

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 termination, that disconnect?

2 A (Allen) If I had to -- it's difficult to say.  
3 I know I have looked at it. I don't believe  
4 anyone on this panel is the one that initiated  
5 it. But, again, it's not necessarily something  
6 that you would only attribute to one person.  
7 It's the department as a whole.

8 Q Is there somebody over you that would initiate  
9 that?

10 A (Allen) No. It would be a collections  
11 specialist or the supervisor who --

12 Q But it was none of the three of you?

13 A (Allen) No. I don't believe so.

14 Q Ms. Hemeon, was it -- do you whether or not you  
15 initiated it?

16 MS. SCHWARZER: Objection. I  
17 believe -- I believe it's undisputed that there  
18 was a disconnection. I've heard that  
19 testimony. I'm just -- I think it's been  
20 asked, there's a lot of asked-and-answered, and  
21 I'm not quite sure where we're going.

22 MS. TOMPSON: No. I'll move on.

23 Thank you.

24 CMSR. BAILEY: Okay.

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1 BY MS. TOMPSON:

2 Q Ms. Allen, when you came to the house on August  
3 28th, 2018, you were hoping for a meeting?

4 A (Allen) August 29th.

5 Q Twenty-ninth, I'm sorry.

6 A (Allen) I was hoping against hope that you  
7 would answer the door, so that we could discuss  
8 your account, yes.

9 Q And were you hoping to be inviting in so that  
10 we could have a discussion?

11 A (Allen) No. I don't think that would have been  
12 necessary.

13 Q We were going to talk in the hallway?

14 A (Allen) Whatever you were more comfortable  
15 with.

16 Q Did you bring any documentation with you in  
17 order to sign some sort of a payment agreement?

18 A (Allen) There's no signature or contract needed  
19 for a payment arrangement. When we set up  
20 payment arrangements, they're verbal, and then  
21 we follow up with a letter. And that would  
22 have been done had we talked about a payment  
23 arrangement.

24 Q And when a payment arrangement is made, there

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 has to be a very strict compliance with that,  
2 so that if you are late on a payment, it would  
3 actually give Liberty Utilities the ability to  
4 disconnect services without going through the  
5 Public Utilities Commission?

6 A (Allen) No. That's not accurate for a medical  
7 account. So, we have medical customers who  
8 have payment arrangements and make their  
9 payment arrangement payments every month and  
10 then miss two. You know, Liberty Utilities  
11 certainly is under the knowledge and just  
12 the -- it happens. You know, and certainly for  
13 a medical customer, who has a hardship, we  
14 would not submit it to the Public Utilities  
15 Commission for disconnection after one or two  
16 missed payments. There has to be a history of  
17 nonpayment.

18 Q So, for two payments, then you would not do  
19 anything, you would just let it ride --

20 A (Allen) No. We wouldn't let it ride. We would  
21 continue to have contact. But we would not  
22 submit it to the Public Utility Commission  
23 immediately once a payment was missed.

24 Q But, if you're not able to make phone contact

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 with someone, then it would automatically go to  
2 the Public Utilities?

3 A (Allen) Only if there's a history of  
4 nonpayment.

5 Q And how long would that history be?

6 A (Allen) I couldn't give you a specific number.

7 Q Thank you.

8 CMSR. BAILEY: Ms. Tompson, would  
9 this be -- up here on the Bench.

10 MS. TOMPSON: Yes.

11 CMSR. BAILEY: Would this be a good  
12 time to take a break for the stenographer or --

13 MS. TOMPSON: If you feel that's  
14 necessary.

15 CMSR. BAILEY: Well, about how much  
16 do you think you have?

17 MS. TOMPSON: Not much, ma'am.

18 CMSR. BAILEY: Okay. You want to  
19 finish then?

20 MS. TOMPSON: If --

21 CMSR. BAILEY: That's fine.

22 MS. TOMPSON: If it pleases the  
23 court, yes.

24 CMSR. BAILEY: Okay. Go ahead.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 MS. TOMPSON: Thank you.

2 BY MS. TOMPSON:

3 Q The acquisition occurred between 2012 and 2014.  
4 At that time, Liberty Utilities then became the  
5 sole proprietor of this organization. No more  
6 payments were made to National Grid, is that  
7 correct?

8 A (Allen) No more payments should have been made  
9 to National Grid, yes.

10 Q No more should have been. And were you then an  
11 employee of Liberty Utilities?

12 A (Allen) Yes.

13 Q And what happens to National Grid? They're  
14 just no longer part of the organization?

15 A (Allen) I am not privy to how companies -- how  
16 utility companies sell. I'm not at that level.

17 Q The documentation where information from  
18 National Grid was extracted, what kind of  
19 program was that?

20 A (Allen) That was during the transition from  
21 their data service to ours, their customer  
22 service system. So, all we have access to is a  
23 document showing that an amount was, you know,  
24 due on the account for that date.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Was there any time when this account was bumped  
2 up to a supervisor to take care of out of  
3 your -- out of your department to a higher up?

4 A (Allen) Well, I've only been with the  
5 Collections Department since August. So, --

6 Q Ms. Hemeon, do you know?

7 A (Hemeon) No.

8 Q No, it wasn't? You don't know or it wasn't  
9 bumped up to?

10 A (Hemeon) I did not personally bump the account  
11 up.

12 Q Is there a policy where, if you're not in  
13 contact with someone repeatedly, that you would  
14 then send it to somebody higher than you in a  
15 different department?

16 A (Hemeon) No.

17 Q No, it would never happen?

18 A (Hemeon) That's correct.

19 Q Do you ever make referrals to the attorneys for  
20 litigation --

21 *[Court reporter interruption.]*

22 CMSR. BAILEY: Do you ever make  
23 referrals to attorneys --

24 BY MS. TOMPSON:

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Do you ever make referrals to attorneys for  
2 litigation in these cases?

3 A (Hemeon) No.

4 Q So, these cases, if there's a prolonged history  
5 of non-compliance with payment or payments have  
6 been made and there's an ongoing with payments,  
7 you don't send it to an attorney to review?

8 A (Hemeon) That would not be a decision that I  
9 would make.

10 Q So, it could be made by someone else?

11 A (Hemeon) Possibly.

12 Q But you do not send it up to a supervisor or  
13 another department?

14 A (Hemeon) I would not send it to another  
15 department, no. I would send it to my  
16 supervisor to see if there is anything that we  
17 could do.

18 Q Okay. And then would your supervisor take over  
19 the case?

20 A (Hemeon) Possibly, if need be.

21 Q So, that has happened in the past with other  
22 accounts?

23 A (Hemeon) No.

24 Q No, it hasn't?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Hemeon) No. That's why I said "possibly,  
2 if" --

3 Q So, it would be an option for you, but it just  
4 doesn't happen. It stays with your department  
5 and you continue to work with this --

6 A (Hemeon) Correct.

7 Q -- account. And then you go to the Public  
8 Utilities Commission and seek disconnection?

9 A (Hemeon) Correct.

10 Q Thank you. What is the process of knowing  
11 whether or not the National Grid documentation  
12 is accurate? If National Grid has been  
13 dissolved, how would you know that the  
14 information there is accurate?

15 A (Allen) National Grid hasn't been dissolved.  
16 They simply sold the assets, is my  
17 understanding. And --

18 Q But you haven't been a National Grid employee,  
19 so you don't know how accurate that  
20 verification process is from what you're  
21 looking at on the screen?

22 A (Allen) Well, I can tell you that I worked for  
23 a company that was contracted to National Grid  
24 for six years prior to the acquisition. And I

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 never had any issues with bills being  
2 inaccurate.

3 Q So, there aren't any bills from National Grid  
4 at this point related to this case?

5 A (Allen) Not that we have access to, no.

6 Q Did you contact National Grid and attempt to  
7 get those bills?

8 A (Allen) No.

9 Q So, you don't know whether or not they exist?

10 A (Allen) They exist, because we have them in our  
11 system. As far as the paper copies, as far as  
12 I know, there's no requirement to keep them  
13 that far back.

14 Q So, there's no original documentation, other  
15 than the listing that you've been pulling off  
16 of their computer system?

17 A (Allen) That we have, other than I believe  
18 there's a handful of National Grid bills that  
19 were included in the packet that I left for  
20 you. But, other than that, I don't have access  
21 to anything. That doesn't mean that they don't  
22 exist.

23 Q No, but you --

24 A (Allen) I just don't have access to them.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Right. So, you don't have access to any  
2 National Grid billing. So, there is no  
3 National Grid billing associated with this  
4 complaint. There isn't anything that has been  
5 presented by Liberty for National Grid  
6 specifically, other than that list that you  
7 created?

8 A (Allen) No. There are a few bills in the  
9 packet that I provided to you that came from  
10 National Grid that I was able to access.

11 Q The Liberty Utilities bills?

12 A (Allen) No. National Grid bills.

13 A (O'Neil) Yes.

14 A (Allen) So, I'm looking at one. And it's all  
15 in Exhibit 18? Exhibit 18. No, Exhibit 16.  
16 But the first few bills are from early in 2014,  
17 before Liberty started invoicing. But these  
18 were the only ones again that I was able to  
19 access.

20 Q Do you know which number?

21 A (Allen) Oh, this is the larger packet. So,  
22 once you get into Exhibit 16, it's --

23 Q Right. But, on the right-hand corner, it says  
24 "Exhibit 16", and then there are numbers.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1                               *[Court reporter interruption -*  
2                               *multiple parties speaking at the*  
3                               *same time.]*

4   **BY THE WITNESS:**

5   A     (O'Neil) DE 18-148.

6   BY MS. TOMPSON:

7   Q     And underneath it says "Exhibit 16", and then  
8           each individual piece of paper is numbered from  
9           01 through 099. Can you show me where the --

10   A     (Allen) So, an example would be 017.

11   Q     Okay.

12   A     (Allen) And I could understand why you wouldn't  
13           think that a National Grid bill was included,  
14           because it does have Liberty Utilities' logo.  
15           But this was initiated by National Grid as part  
16           of the transition period.

17   Q     Okay. But it is labeled as "Liberty  
18           Utilities". There's nothing in the packet  
19           that's labeled as "National Grid"?

20   A     (Allen) To my knowledge.

21   Q     Okay. So, there's no way of knowing if this is  
22           National Grid, other than --

23   A     (Allen) Correct.

24   Q     -- you're assuming that it is?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Allen) No. I'm not assuming that it is. I  
2 know that it is. You wouldn't know that it is,  
3 because it has "Liberty Utilities" on it. So,  
4 I am -- I'm conceding that point.

5 Q Okay.

6 A (Allen) I, however, pulled this from National  
7 Grid directly. And if you'll notice, there is  
8 a marked difference between the layout of this  
9 bill and the layout of the following bills  
10 after.

11 Q Right. But you'd agree it does say "Liberty  
12 Utilities" on it?

13 A (Allen) Yes.

14 Q Okay. Thank you. Ms. O'Neil, you had made a  
15 statement that the full allotments for the Fuel  
16 Assistance Program roll back into the Program?

17 A (O'Neil) Uh-huh.

18 Q And that you have never heard of anyone being  
19 able to obtain or access those documents, is  
20 that correct?

21 A (O'Neil) Access the documents?

22 Q Being able to access any allotted amounts in  
23 those programs?

24 A (O'Neil) I have never heard of it. The only --

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 my understanding of waivers are for people who  
2 just miss the qualifications of a financial aid  
3 and didn't get qualified or unfortunate  
4 customers who need an extra wood delivery or  
5 oil delivery. That's the only ones I've ever  
6 heard of.

7 Q But you don't -- you haven't talked with  
8 everyone, you don't know if it's actually  
9 happened here --

10 A (O'Neil) No. You asked me what I've heard of.  
11 So, I'm letting you know what I only -- my  
12 experience indicates.

13 Q Thank you.

14 A (O'Neil) You're welcome.

15 MS. TOMPSON: Thank you.

16 CMSR. BAILEY: All right. We're  
17 going to take a ten-minute break and be back at  
18 five of five.

19 *(Recess taken at 4:46 p.m.*  
20 *and the hearing resumed at*  
21 *5:09 p.m.)*

22 CMSR. BAILEY: Commissioner Giaimo.

23 CMSR. GIAIMO: Good evening. Thanks  
24 for being here, thanks for sticking around.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 BY CMSR. GIAIMO:

2 Q Exhibit 23, this is going to come out  
3 sarcastically, and I don't mean it that way.

4 But what makes this a "welcoming letter"?

5 A (Allen) We refer to -- we refer to any letter  
6 that we send out initiating any kind of account  
7 or program or things like that, that's just our  
8 verbiage for any letters that we send out that  
9 are initiating something.

10 Q Okay. I think you would admit, it's a  
11 relatively thin letter and not a lot of  
12 information, and certainly additional  
13 information might help set expectations  
14 properly.

15 A (Allen) I'm sorry. We're still trying to find  
16 it.

17 CMSR. BAILEY: What exhibit is it?

18 CMSR. GIAIMO: It is Exhibit 23,  
19 Page 1.

20 MR. SHEEHAN: The very last one.

21 CMSR. GIAIMO: The very last one,  
22 correct.

23 **BY THE WITNESS:**

24 A (O'Neil) Well, the original purpose of the

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Welcome letter or a letter announcing the Fuel  
2 Assistance benefit was so that the customer  
3 wouldn't worry about getting approved. So, a  
4 lot of times previously, in 2015, we would get  
5 a lot of calls from customers and from Fuel  
6 Assistance saying "Oh, this one's approved" and  
7 "Did you get my letter?" And they just worried  
8 about it. So, we decided in 2016 to send this  
9 letter out.

10 BY CMSR. GIAIMO:

11 Q I understand, and this may be a situation where  
12 no good deed goes unpunished, but I think  
13 additional information, verbiage that states  
14 that "monies not used will be reallocated to  
15 the fund and is not something that can be used  
16 going forward for prior debt" would be helpful.  
17 Okay.

18 A (O'Neil) Duly noted.

19 Q Thanks. I'm actually going to go backwards.  
20 Exhibit 17, that's the picture of the door.

21 A (Allen) Right.

22 Q Did you consider placing the envelope under the  
23 door?

24 A (Allen) I absolutely did. There is no space,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 really. There is some kind of  
2 weatherstripping, for lack of a better term.

3 Q Okay.

4 A (Allen) There wasn't a way that I could do  
5 that, otherwise I would have done that.

6 Q You would have done that, okay. Because it is  
7 possible that, living in a complex like this,  
8 it is possible that Ms. Thompson may have never  
9 seen that, right? Some kid may have  
10 accidentally taken it or something of that  
11 nature. There is a chance?

12 A (Allen) Certainly. Absolutely, yes. I mean --

13 Q Okay. So, how many visits did Company  
14 representatives make to the apartment at issue?  
15 I think the answer is "two", is that right?

16 A (Allen) Correct.

17 Q Okay.

18 A (Allen) And she did -- I'm sorry, I just wanted  
19 to clarify. I wanted to make sure. She did  
20 say that she got that packet.

21 Q Okay.

22 A (Allen) I just wanted to make sure.

23 Q That makes sense. Okay. So, there were two  
24 visits?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Allen) Correct.

2 Q And one was on August 29th?

3 A (Allen) Correct.

4 Q What time?

5 A (Allen) Ooh. That I couldn't --

6 Q Okay.

7 A (Allen) It was probably --

8 A (Hemeon) It was in the afternoon.

9 A (Allen) It was probably in the afternoon.

10 Q Okay. September 12th, what time?

11 A (Allen) I could only guess. But I believe they

12 were in the afternoon.

13 Q Same time probably?

14 A (Allen) Probably at around the same time.

15 Q Was there consideration given to "maybe we

16 shouldn't go to the house at the same time"?

17 A (Allen) To be honest, no. The second time, you

18 know, I knocked, because I would have loved to

19 still have contact. But the real purpose of me

20 going out the second time was the delivery of

21 that packet.

22 Q Okay. Did you need to reconnect when Ms.

23 Thompson requested to get transferred, that the

24 account get transferred back to her, could you

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 have said "no"? And could you have said "No,  
2 we're not going to turn you back on absent a  
3 payment plan"? Could you have said that?

4 A (Allen) I don't -- I can't think of any  
5 situation where we would have said that.

6 CMSR. BAILEY: Can I ask a follow-up?

7 CMSR. GIAIMO: Please.

8 BY CMSR. BAILEY:

9 Q If you have a customer requesting new service,  
10 and you know they have bad credit and they have  
11 a past bill that they didn't pay, --

12 A (Allen) Uh-huh.

13 Q -- would you -- how would you respond to their  
14 request for service?

15 A (Allen) We would request that payment were made  
16 on balances that are owed. My understanding is  
17 that that was not done in the case of Ms.  
18 Thompson in an overabundance of caution  
19 considering the history.

20 A (Hemeon) She also had an active medical on the  
21 account. And we can't deny --

22 *[Court reporter interruption.]*

23 WITNESS HEMEON: I'm sorry.

24 **CONTINUED BY THE WITNESS:**

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (Hemeon) Because her medical was still active  
2 at the time, we did not deny her putting the  
3 services in her name, because of the medical  
4 protection.

5 BY CMSR. GIAIMO:

6 Q So, if the arrearages are what you purport they  
7 are, why did it take so long? How did we get  
8 to this point? How did we get to over \$5,000?

9 A (Allen) I mean, if you look back at -- hold on,  
10 I'll tell you the exhibit number. So,  
11 Exhibit -- it's part of Exhibit 16 as well, but  
12 I believe it's also Exhibit 13. And that's the  
13 account history that I had put together.  
14 Exhibit 14, my apologies.

15 So, if you look at that, you know, the  
16 account balance was already \$4,000 by the time  
17 Liberty started invoicing it. So, you know, as  
18 far as, if you look at the history, it looks  
19 like it's taken quite a long time for it to get  
20 here, to this point, to this balance,  
21 especially with the low usage and the fact that  
22 the customer does get the Electric Assistance  
23 Program and the discounted rate. So, it would  
24 have taken a very long time of continual

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 nonpayment for that to occur.

2 As far as -- I'm sorry, to answer your  
3 question, as far as the disconnection and why  
4 it didn't occur? I can't speak to National  
5 Grid's practices. I can only speak to  
6 Liberty's. And with medical customers, it is a  
7 more lengthy and laborious process to get that  
8 permission. And truly, the intention of  
9 Liberty is not ever to disconnect someone.  
10 It's to get them on arrangements to facilitate  
11 them to bring the balance down.

12 Q Okay. You mentioned Grid. So, one of the  
13 questions I had is what assurances exist  
14 that -- that bill amounts from National Grid  
15 were actually migrated to the Liberty system,  
16 and then subsequently communicated to the  
17 customer in this case, Ms. Thompson?

18 A (Allen) So, I'm sorry, let me -- can I just  
19 clarify? So, are you asking how I know that  
20 they're accurate?

21 Q Yes.

22 A (Allen) You know, I am not or was not part of  
23 the transitioning process from the National  
24 Grid systems to the Liberty systems. I do know

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       some of the people that were involved, and  
2       they're very intelligent, competent people.  
3       So, I imagine that the processes that they had  
4       in place were thorough.

5   Q    Okay.  Anecdotally, have you heard of billing  
6       challenges or issues with other customers?

7   A    (Allen) No.  Not on past National Grid  
8       balances, as far as debating of the accuracy of  
9       the bills.  I have not heard of any.

10  Q    Okay.  Back to the number of visits made to the  
11       location.  Given the medical issue, no  
12       payments, and lack of responsiveness, was there  
13       ever any concern for the wellbeing of Ms.  
14       Tompson to make sure she was actually okay?

15  A    (Allen) Again, I've only been involved since  
16       August.  And since August, she has communicated  
17       in written form.  And as far as I knew, you  
18       know, the communication in written form, a  
19       couple of letters that went through, you know,  
20       things like her conversation with Mr. Pasieka.  
21       So, there was no -- as far as I'm concerned,  
22       from August on, there wasn't anything that  
23       indicated to me that there could have been an  
24       issue.

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Bigger picturewise, with other customers, do  
2 you, that are on medical, in medical programs,  
3 do you pay attention to things like that? Are  
4 there red flags that are --

5 A (Allen) Yes.

6 Q -- in the system?

7 A (Allen) Certainly, if there's anything to  
8 indicate to us that there may be an issue, we  
9 would do something, such as call Adult  
10 Protective Services, if there was a concern for  
11 the wellbeing of the customer.

12 In this case, because of the fact that she  
13 had given written documentation and there had  
14 been contact, or, you know, to some extent, we  
15 didn't believe that that was the case.

16 Q Okay. Would there be a value in communicating  
17 to customers a descending balance from their  
18 Fuel Assistance fund, so that they know how  
19 much is left, and also the applicability is  
20 only in the six-, seven-month period?

21 A (Allen) Oh. It's my understanding that that is  
22 outlined in the Fuel Assistance letter to them.  
23 I can't think, just off the top of my head, of  
24 any benefit to them at the end of the season,

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       when, as far as my knowledge goes, there's not  
2       really anything they can do. If they haven't  
3       used it, then it goes back into the Program.

4   Q    Okay. With hindsight, should more have been  
5       done? Could more have been done to ensure that  
6       that notice was provided?

7   A    (Allen) Are you talking about specifically  
8       about the notice for the Fuel Assistance?

9   Q    I guess, well, I'll leave it open-ended, --

10  A    (Allen) Okay.

11  Q    -- with respect to the Fuel Assistance, as well  
12       as the expectation towards payments and things  
13       of that nature.

14  A    (O'Neil) Well, we send the notices, we send the  
15       Welcome letters, we sent the bills. We didn't  
16       have a number of customers calling in from  
17       medical customers or from our consumer  
18       customers saying that they didn't get their  
19       bills or they didn't get their Welcome letters  
20       or their Past Due letters.

21  A    (Allen) I didn't question it until you  
22       mentioned the timing of the visits. And I  
23       think maybe that would have been prudent, if I  
24       had gone out a few different times at a few

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 different times of the day.

2 As far as written communication, I do feel  
3 that we went above and beyond. I know there  
4 were at least two times that we, you know, went  
5 and had, was it Fed Ex or USPS?

6 A (O'Neil) I did UPS as well. And it was --

7 A (Allen) And, you know, I can certainly  
8 understand, with the way that the building is  
9 set up, if someone were not home, I can't see a  
10 delivery driver of any company being  
11 comfortable leaving anything, even if it  
12 weren't signature required, because it's open  
13 access, anybody would have been able to grab  
14 it. And I could understand why they wouldn't  
15 have done that, which is why we sent "signature  
16 required", because there was a significant  
17 amount of proprietary information in that  
18 packet. And the foyer is open to anybody, you  
19 don't need a key to get in. Whereas, you know,  
20 leaving it against her door is more secure,  
21 where you need to have a key to get into the  
22 building.

23 So, I think that there's always more that  
24 everybody can do in hindsight. But I do feel

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1           that we certainly tried to make the contact and  
2           to get payment arrangements set up, so that a  
3           disconnection could be avoided.

4                       CMSR. GIAIMO: Thank you.

5 BY CMSR. BAILEY:

6 Q       Do any of you know what year it was that  
7       Liberty acquired Granite State Electric?

8 A       (Allen) The acquisition itself or the data  
9       transfer?

10 Q       The acquisition.

11 A       (Allen) I believe it was 2012.

12 Q       And when was the data transferred?

13 A       (Allen) 2014.

14 Q       And in between the acquisition and the data  
15       transfer, didn't Liberty have some kind of  
16       agreement with National Grid to do the billing?

17 A       (Allen) To my knowledge, yes.

18 Q       During that time was National Grid labeling the  
19       bills "Liberty Utilities"?

20 A       (Allen) As far as I understand, yes. I wasn't  
21       part of those contracts, those negotiations.  
22       But it was my understanding that during that  
23       time period, while the transition was  
24       occurring, they marked the bills "Liberty

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Utilities" and performed the billing processes.

2 Q Do you know if Ms. Thompson ever disputed any of  
3 the charges before you took collection action?

4 A (Allen) I don't know of her disputing any of  
5 the charges at all, even now, certainly not  
6 before.

7 Q Well, she certainly disputed them today.

8 A (Allen) Well, I think what I'm referring to is  
9 the specific charges. So, any particular bill,  
10 typically, when someone is disputing a bill,  
11 it's a particular bill. Not the fact that they  
12 have a balance in and of itself.

13 Q So, when Liberty began billing in August of  
14 2014, the balance was already over \$4,000?

15 A (Allen) Correct.

16 Q And when Liberty sent that first bill out by  
17 itself, you didn't get a call? Would you have  
18 a record if you had gotten a call from Ms.  
19 Thompson saying --

20 A (Allen) There would be a note on the account.

21 Q -- saying "That's a mistake. I never saw that  
22 \$4,000"?

23 A (Allen) Correct. And the procedure is that any  
24 Customer Service Representative that takes a

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 call from a customer would note the account,  
2 with a brief summary of the discussion. And  
3 that would certainly be the case if she had  
4 called in then.

5 Q And have you reviewed her account, and you can  
6 state with certainty that there's no note like  
7 that?

8 A (Allen) I have not specifically looked back  
9 that far in the notes.

10 A (Hemeon) I have looked back that far in the  
11 notes, and I'm not showing, I don't recall ever  
12 seeing a note where she had disputed her bill.  
13 The only times I've seen her call in prior to  
14 paying her Final Bill was to confirm if we had  
15 received her medical documentation.

16 Q Okay. Why did -- what made you decide to start  
17 the collection process when you did, which was  
18 in 2017, right?

19 A (Allen) So, collection processes are automatic  
20 for customers without a medical certification.  
21 As far as the process of petitioning the Public  
22 Utilities Commission to disconnect, that was  
23 before my time.

24 A (O'Neil) It started in 2016, and we had a

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 different Collections Supervisor, Joseph --

2 [Court reporter interruption.]

3 **CONTINUED BY THE WITNESS:**

4 A (O'Neil) Joe Frappiea, who was our Collections  
5 Supervisor at the time. And he's from  
6 Eversource. And they have an established  
7 medical process according to the PUC rules, and  
8 explained it to us. And it is extremely  
9 labor-intensive. So, I think that was started  
10 at the end of 2015, and in 2016 there was only  
11 two people doing it, and then, in 2017, it  
12 increased with a larger team.

13 BY CMSR. BAILEY:

14 Q So, prior to 2016, it wasn't the Company's  
15 policy to ever look at disconnecting a medical  
16 account?

17 A (O'Neil) That's before my time as well. So,  
18 I'm only reiterating what I know. I was a  
19 Collections Coordinator in the Manchester  
20 office.

21 Q When was that?

22 A (O'Neil) 2014.

23 Q And so, in 2014, was it --

24 A (O'Neil) We just started the collection process

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 of sending collections people out, because  
2 Liberty just took over. So, I'm not sure what  
3 National Grid's processes were.

4 Q But let's just talk about Liberty then.

5 A (O'Neil) Okay.

6 Q When, in 2014, when Liberty noticed that this  
7 account was \$4,000 in arrears, why didn't  
8 Liberty start the collection process then?

9 A (O'Neil) We didn't have an established medical  
10 process at the time.

11 Q Okay.

12 A (O'Neil) It's extremely labor-intensive, and we  
13 didn't have a process developed. We had all  
14 new people learning the rules. And certainly,  
15 you want to make sure to get that right.

16 Q Okay. So then, when Mr. Frappiea was the  
17 supervisor, he taught you how to --

18 A (O'Neil) He taught the team, yes.

19 Q -- how to do a medical disconnection?

20 A (O'Neil) Yes. And then we had to put a process  
21 in place, and figure out questions, and what we  
22 were going to do if A or X or B happened. So,  
23 it didn't really get into swing until 2016.

24 Q Okay. I think you testified the reason that

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 she has low usage is "because she has electric  
2 heat"?

3 A (O'Neil) No. Because she has a discount, she  
4 also gets Electric Assistance Program, so she  
5 gets a discount off of her bills, her electric  
6 bills. So, that's why it's lower. I think Ms.  
7 Thompson talked about her heat.

8 Q Okay.

9 A (O'Neil) And so, I think, I'm not sure,  
10 as a Tier 3, I think she must get -- I think if  
11 we look at the bill here, it must be 20 --

12 A (Allen) Twenty-two (22) percent.

13 A (O'Neil) Twenty-two (22) percent discount.

14 A (Allen) If you look in the "Account Activity"  
15 portion midway down --

16 Q But does she get 22 percent every month of the  
17 year?

18 A (O'Neil) Yes.

19 Q Okay. So, look at Exhibit 16, Page 77, for  
20 example. And I've seen even more prominent  
21 examples of what I'm trying to figure out,  
22 but -- Page 77. So, the bill date is June 19th  
23 of 2017. And you see the "Monthly Consumption  
24 Chart"? December, January, and February are

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 the lowest usage months.

2 A (Allen) Yes.

3 Q She has electric heat. How is that possible?

4 A (Allen) There's a lot of factors. There's a  
5 lot of factors that go into it. The discount  
6 happens throughout the year. Considering the  
7 way that the building is, it could be, and this  
8 is all conjecture, but it could be that she's  
9 surrounded by other units, so she doesn't have  
10 to turn it on as often. You know, she is a  
11 first floor unit. So that, you know, I would  
12 imagine she would have to turn it on more than  
13 other units. But it depends on the efficiency  
14 of her heating system.

15 And, you know, as she said, during the  
16 summer, she not only has the air conditioning  
17 on, but she has the dehumidifier, and  
18 dehumidifiers do use a significant amount of  
19 electricity. Unfortunately, once it goes  
20 through the meter, it's impossible for us to  
21 tell what it's being used for.

22 So, do I think that this is, you know,  
23 necessarily normal for a heating customer? No.  
24 But it really is dependent on the customer

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1       itself.

2               If you look at my -- I'm not -- the  
3       Monthly Consumption Chart can be deceiving.  
4       And I'm not -- I don't know myself where that  
5       data comes from. That's not something I have  
6       ever worked on. But, if you look at, you know,  
7       even -- I mean, I'm looking at 2011 now. But,  
8       if you look at Exhibit 14, you know, you could  
9       see the bills themselves. You know, her July  
10      bills are in the 50-60 range, and the January  
11      bills are much lower than that. So, it really  
12      is just dependent on what the person is using  
13      the electricity for. And obviously, what she's  
14      using it for in the summer is requiring more  
15      energy than the winter.

16   Q       What's the monthly charge, the distribution  
17             charge?

18   A       (Allen) As far as the Customer Charge --

19   Q       Yes.

20   A       (Allen) -- or the distribution charge itself?

21   Q       The Customer Charge.

22   A       (Allen) The Customer Charge for her, it's 14 --  
23             it was "14.54" on the bill that I'm looking at,  
24             which is Exhibit 16, Page 93. And that's the

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 bill from February of 2018. It does fluctuate  
2 occasionally, and it's based on a per day  
3 charge. I don't know that off the top of my  
4 head. But hers looked to be about \$14 a month.

5 Q And her total bill was \$24.

6 A (Allen) Uh-huh.

7 Q So, she only used \$10 of electricity, on heat  
8 and lights and refrigerator?

9 A (Allen) Right. She has the -- that's after the  
10 22 percent discount.

11 CMSR. BAILEY: All right.

12 Commissioner Giaimo, do you have follow-up?

13 CMSR. GIAIMO: No. Thank you.

14 BY CMSR. BAILEY:

15 Q Can we look at Exhibit 1, Item 5? I can't --  
16 mine is cut off.

17 A (Allen) Exhibit 1 --

18 MR. SHEEHAN: We will address it  
19 after the hearing.

20 CMSR. BAILEY: Oh. Okay.

21 MR. SHEEHAN: We had copying issues,  
22 but we'll fix that.

23 CMSR. BAILEY: Oh. All right.

24 BY CMSR. BAILEY:

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 Q Can you tell me what Number 5, it says "The  
2 customer in question is an active account and  
3 the 3 year statute of limitations does"?

4 A (O'Neil) "Does not apply".

5 Q "Does not apply".

6 A (O'Neil) That's what I wrote.

7 Q Okay.

8 A (O'Neil) So, say, for example, that Allison  
9 O'Neil lived, and I had a bill, and I didn't  
10 pay my bill and then I moved. And I come back  
11 three years later, well, that -- you can't  
12 apply that, that statute of limitations applies  
13 there.

14 But, if I was Allison O'Neil, and didn't  
15 move anywhere, I'm still an active account.

16 Q So, when you're an active account, the statute  
17 of limitations doesn't apply until you're  
18 disconnected?

19 A (O'Neil) Until you stop being a customer, yes.

20 Q Okay.

21 BY CMSR. GIAIMO:

22 Q When you "stop being a customer", did Ms.  
23 Thompson stop being a customer when the -- when  
24 the account was transferred to the landlord?

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[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 A (O'Neil) She went into "vacant" status right  
2 then, right, because it was a court order. But  
3 what I'm saying is, that's not three years from  
4 now. So, if she stayed not a customer after  
5 that, then if she -- it stayed in "vacant" and  
6 she didn't have services from us, and in three  
7 years from now she moved back to the same  
8 premise or a different premise, we would be  
9 able to hold that, deny service, based on those  
10 dollars, for the three year. I mean, we could  
11 still even collect on it, from my  
12 understanding, is that you just couldn't deny  
13 service for it, you could still collect up to  
14 six years.

15 BY CMSR. BAILEY:

16 Q Do you have the Staff exhibits up there with  
17 you?

18 A (Allen) No, I don't believe so.

19 CMSR. BAILEY: Can we have Exhibit --  
20 Staff Exhibit 3? This is a letter addressed to  
21 Allison O'Neil.

22 *[Ms. Patterson handing document*  
23 *to Witness O'Neil.]*

24 WITNESS O'NEIL: Thank you.

[WITNESS PANEL: O'Neil|Allen|Hemeon]

1 BY CMSR. BAILEY:

2 Q Is this -- can you tell me what this letter is?

3 A (O'Neil) It's a letter from the Public  
4 Utilities Commission granting us permission to  
5 disconnect.

6 Q Okay.

7 A (O'Neil) And it goes through the account, of  
8 what's happened with the account.

9 CMSR. BAILEY: Okay. Thank you. I  
10 think that's all I have.

11 Mr. Sheehan, do you have any  
12 redirect?

13 MR. SHEEHAN: Nothing further. Thank  
14 you.

15 CMSR. BAILEY: Okay. Thank you. You  
16 can return to your seats.

17 All right. Are there going to be any  
18 objections to the Staff exhibits?

19 MR. SHEEHAN: No.

20 MS. TOMPSON: No.

21 CMSR. BAILEY: Okay. Do you still  
22 have an objection to Exhibits 14 and 16, Ms.  
23 Tompson?

24 MS. TOMPSON: Yes, ma'am.

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1 CMSR. BAILEY: Can you explain to me  
2 what your objections are based on?

3 MS. TOMPSON: For the purposes of  
4 admission for accrued debt, they're not  
5 original documentation. It was actually  
6 documentation that was generated for the  
7 purposes of this litigation, by one employee,  
8 on a system that's unverified from National  
9 Grid.

10 CMSR. BAILEY: Exhibit 16 contain  
11 copies of bills, doesn't it?

12 MS. TOMPSON: I believe 16 is more  
13 comprehensive. But part of 14 is a part of 16.  
14 It was duplicated.

15 CMSR. BAILEY: Is there any part of  
16 16 that isn't verified?

17 MS. TOMPSON: All of the  
18 documentation that states "National Grid" on  
19 Exhibit 16, which would be --

20 CMSR. BAILEY: I see it.

21 *[Court reporter interruption.]*

22 MS. TOMPSON: Which would be Pages 02  
23 through --

24 CMSR. BAILEY: Three.

1 MS. TOMPSON: -- 04, Exhibit 16,  
2 Pages 2 through 4, which is all the National  
3 Grid balance annotations in this case.

4 CMSR. BAILEY: Okay.

5 MR. SHEEHAN: The attached bill --  
6 the attached bills in 16 begin about 2013 and  
7 go through the present. So, we don't have  
8 paper bills prior to that.

9 CMSR. BAILEY: But the bills in 16  
10 begin in 2013?

11 MR. SHEEHAN: Correct.

12 CMSR. BAILEY: December 12, 2013.

13 MS. TOMPSON: No. They begin in  
14 2003.

15 CMSR. BAILEY: No, the bills.

16 MS. TOMPSON: Oh.

17 CMSR. BAILEY: The paper bills that  
18 he has copies of that he's saying.

19 So, do you want to respond to the  
20 objection?

21 MR. SHEEHAN: Sure. Ms. Tompson's  
22 argument really goes to how reliable you think  
23 that document is. It doesn't go whether it  
24 should be admitted as evidence. My clients

1 testified the source of the documents, it was  
2 created in the normal course of business. You  
3 don't have a hearsay rule anyway.

4 So, clearly, it's relevant  
5 information. You've heard how she came about  
6 it. You can make up your own mind how reliable  
7 or not it is.

8 I think Ms. Thompson's argument is you  
9 may not think it's too reliable, she has  
10 questions. But I don't think that goes to  
11 admission.

12 CMSR. BAILEY: I agree. We're going  
13 to let it in, but we're going to give it the  
14 weight it deserves.

15 MS. TOMPSON: Thank you.

16 CMSR. BAILEY: Are there any  
17 objections to any of Ms. Thompson's exhibits?

18 MR. SHEEHAN: No, not from me.

19 CMSR. BAILEY: Okay. All right. So,  
20 with that, we will strike the -- strike the  
21 exhibits for ID.

22 And we'll take closing arguments.  
23 So, Mr. Sheehan.

24 MR. SHEEHAN: Yes. She goes last.



1 CMSR. BAILEY: Right. Why don't you  
2 lead us off.

3 MR. SHEEHAN: I'll start with what I  
4 mentioned about exhibits, as a mechanical  
5 matter.

6 What I propose to do is, I filed  
7 paper copies last week of this whole package, 1  
8 through 23. Today, and we've started to  
9 distribute paper copies of the same documents  
10 with a redacted/confidential piece. And so,  
11 what I -- and I can work with Jody -- the  
12 Clerk's office tomorrow, is basically replace  
13 one with the other. And part of that  
14 replacement is the paper copies I brought today  
15 didn't have a copy of the Policy Manual,  
16 Exhibit 22, I think, simply because I didn't  
17 want to run 12 copies of 50 pages again. So,  
18 that will be part of the swap.

19 So, what I'm proposing is that the  
20 Commission accept the replacement copies that  
21 have the confidential/redacted markings. And  
22 with your okay, I have the electronic on a  
23 disk, and I can leave that with the  
24 Commission's office tomorrow as well.

1                   So, that's my spiel on paper.

2                   CMSR. BAILEY: Before you start, Ms.  
3                   Tompson, you reserved your right to recall  
4                   yourself. Are you good with your facts?

5                   MS. TOMPSON: Yes, ma'am.

6                   CMSR. BAILEY: Okay. So, we're going  
7                   to have closing arguments now.

8                   MS. TOMPSON: Thank you.

9                   CMSR. BAILEY: And you'll go last.  
10                  Okay. All right. Thank you, Mr. Sheehan.

11                  MS. SCHWARZER: Excuse me. There was  
12                  a question for Liberty's Exhibit 1, the margins  
13                  on the right just didn't copy well.

14                  MR. SHEEHAN: And I forgot. I will  
15                  fix that as well. That will be part of the  
16                  substitution.

17                  CMSR. BAILEY: Great.

18                  MR. SHEEHAN: We will bring better  
19                  copies.

20                  CMSR. BAILEY: Thank you.

21                  MR. SHEEHAN: I was going to walk  
22                  through the claims that I distilled from Ms.  
23                  Tompson's complaints in prior filings and part  
24                  of what the Commission prepared. And I will do

1       that.

2               But I wanted to start with what  
3       sounds like Ms. Thompson's central complaint  
4       about, and that is we did not notify her of the  
5       running balance of the Fuel Assistance, how  
6       much she used, how much she had left at the end  
7       of the year. And she kept saying "the rules  
8       require it". And the response to that is "the  
9       rules do not require that".

10              Commissioner Giaimo raised a comment  
11       that maybe we could have been better with our  
12       communication, but that's different than  
13       violating the rules. And the rule that applies  
14       is Puc 1203.14(e). That section is titled  
15       "Social Service Assistance", and it walks  
16       through what the utility shall do, provide  
17       information, and coordinate, *etcetera*. And the  
18       operative one, (e), says "The utility shall  
19       provide the customer with a monthly accounting  
20       of his or her billing and payment history  
21       during the period when the social service  
22       organization is making payments."

23              And what I interpret that to mean, I  
24       think it's pretty clear, is we have to -- we

1 are getting money from the social service  
2 agency. If Ms. Thompson had a \$50 bill, we're  
3 getting a \$50 check from them. And this rule  
4 requires us to make sure we're telling Ms.  
5 Thompson that. She still gets her bill that  
6 shows how much she used, a bill that shows the  
7 social service agency paid the 50 bucks, and  
8 whatever balance is there. And we did bill her  
9 throughout this whole period.

10 So, we've satisfied the rule about  
11 the information we had to give about social  
12 service Fuel Assistance. So, that undermines  
13 her central argument that our failure to  
14 provide the information she thought she should  
15 have gotten was somehow a violation.

16 Again, perhaps we could have done  
17 better. But that's different than a rule  
18 violation that could support any relief from  
19 the Commission.

20 With that being said, I'll run  
21 quickly through what I see as her complaints.  
22 And these are kind of in the order that they  
23 appeared in the complaint.

24 One was the notice of her account

1 transfer to the landlord and out. As the  
2 witnesses testified, the landlord, if the  
3 landlord wants the account in the landlord's  
4 name, we have to do it. Of course, after  
5 confirming that the landlord is legitimate, and  
6 that's what happened here. The rule does not  
7 require notice to the tenant of that change.  
8 And then again here, when the landlord didn't  
9 want the name in his name anymore, the account  
10 in his name, we took it out, and it was in that  
11 "vacant" status, until Ms. Thompson agreed to  
12 put it back in her name. There's no violation  
13 there. There's no notice requirement that we  
14 didn't do.

15 There's several of her allegations,  
16 and again it's sometimes difficult to put a  
17 finger on exactly what the claim was, but  
18 notice of Medical Emergency Certification,  
19 notice of disconnections, very -- a lot of  
20 notice requirements.

21 You've heard our witnesses testify  
22 that these notices were all mailed. It's been  
23 the same address all the way through. And Ms.  
24 Thompson received her bills, she received many

1 notices that she acknowledged receiving. And  
2 it's just not plausible that all the notices  
3 that she thinks were missing were, in fact,  
4 missing.

5 Is it possible that out of the 50  
6 letters we sent, she didn't get one or two? Of  
7 course, it's possible. But it's very unlikely  
8 that there was a complete failure of notice  
9 that Ms. Thompson points to again and again and  
10 again.

11 She made an allegation about the  
12 conversation with the doctor, and she made a  
13 fairly strong allegation in the complaint. We  
14 heard from Ms. O'Neil what actually happened.  
15 And there's no basis to any -- there's no  
16 support for any violation of any rule or  
17 practice based on that conversation.

18 A couple comments about the Grid  
19 bills. Liberty Utilities bought a company,  
20 Granite State Electric, and the transition,  
21 that was Docket DG 11-040. What Liberty  
22 Utilities bought was all the stock in Granite  
23 State Electric. So, the Company never stopped  
24 operating. The stock was owned by National

1           Grid and then it was owned by Liberty.

2                       So, this transfer of bills, as far as  
3           the right to collect them, never changed.

4           There was certainly a computer transfer of  
5           information. But the company that was billing  
6           Ms. Thompson in 2005 is the same company that is  
7           billing her today, it's just owned by different  
8           parents. So, the continuation of the past due  
9           amounts, the right to collect, the right to  
10          stand in those shoes never changed, because it  
11          has always been Granite State Electric,  
12          although the name has changed slightly.

13                      As far as any statute of limitations  
14          on those bills, with due respect to Ms. O'Neil,  
15          I think she confused a little bit the legal  
16          concept of a limitation on the company filing  
17          suit, with what we call a "statute of  
18          limitations", and the 1200 rules on when  
19          customers sign up for the service on what past  
20          due balances can be brought forward or not.

21                      I think Ms. Thompson is not arguing  
22          that piece. She's arguing the fact that, if  
23          Liberty wanted to sue her today for these  
24          bills, there's a statute of limitations

1       problem. And the answer to that is, there's a  
2       doctrine in statute of limitations law called a  
3       "Continuing Violation Doctrine", which says, if  
4       you have an event that repeats every month, and  
5       the last month where the wrong was, in this  
6       case it's the failure to pay a bill, the three  
7       years starts running then, not from -- so, if  
8       the bills went from '03 to '15, you don't go  
9       back to '03 to count three years. You go back  
10      to 2015, because we've been sending her the  
11      same bill every month, and she's failed to pay  
12      the same bill every month.

13               So, we don't have to go back just  
14      three years from today, if we were to file  
15      suit. We have the right to go back for the  
16      whole series of transactions.

17               That being said, there's no  
18      requirement for us to sue her to collect this  
19      amount. She owes the amount. Frankly, our  
20      likelihood of collecting it are slim, which is  
21      why we didn't file suit. But it's really a red  
22      herring of how much we could collect. The  
23      account is still owed \$5,000. It's a  
24      legitimate amount. And, you know, we have the



1 right to keep billing her for that amount.

2 The two other legal pieces, and  
3 they're addressed in the Motion to Dismiss, the  
4 complaint under the state consumer protection  
5 law. The statute simply says "it does not  
6 apply to utilities", period. So, it's not like  
7 what building we should be in, or whether what  
8 we did was bad enough, the statute simply says  
9 "it does not apply to utilities". So, it  
10 simply is a nonstarter. Even if it did apply,  
11 I submit there's no facts in this case that  
12 suggests we violated any of it.

13 The federal statute doesn't quite  
14 have that precise an exemption. But it does  
15 say that, to be a debt collector under that  
16 statute, it has to be the company's primary --  
17 I think "principal" is the word it used,  
18 "principal function to be a debt collector".  
19 Yes, we have a debt collection office, if you  
20 will. But our principal business is providing  
21 electric distribution services. So, again,  
22 that just takes this completely outside of the  
23 federal statute.

24 And again, that goes, even if you get

1 through that, this Commission is not authorized  
2 to grant relief under the federal statute.  
3 Presumably, if we violated it, you could work  
4 it into some finding. But it's not -- has not  
5 been articulated well and the statute simply  
6 doesn't apply.

7 And last, she alleges that we somehow  
8 violated a court order. Again, as I said -- as  
9 I explored in my cross-examination, there is no  
10 order in this file that's directing Liberty to  
11 do anything. And for us to violate a court  
12 order, we would have to have been a part of  
13 that process, and the order would say "Landlord  
14 and Liberty shall keep power on." It doesn't  
15 say that. We were not part of that hearing.

16 We certainly did our best to  
17 accommodate the needs of the landlord through  
18 that order. But we are not bound by the order,  
19 so we did not violate any order.

20 So, at the end of the day, we have a  
21 very comprehensive process to seek disconnect  
22 of medical customers. We followed that  
23 process. The PUC Staff approved those  
24 disconnections on two occasions, in 2017 and

1       2018. We never did disconnect in 2018.  
2       Apparently, we disconnected for an hour in  
3       2017. There is nothing wrong with what we did.  
4       There's no violations of rules with what we  
5       did.

6               We have a customer who is very adept  
7       at pulling the right strings and slowing things  
8       down and making allegations, and has managed to  
9       survive another winter without being  
10      disconnected. I suspect we will start the  
11      process again in a couple months, and we will  
12      do the same thing, and unless Ms. Tompson  
13      agrees to a payment arrangement, which we are  
14      still willing to listen to. She has my phone  
15      number, she has these guys' phone number. She  
16      has to call and we can work something out.

17              So, we ask that you deny whatever  
18      relief Ms. Tompson is seeking in this  
19      proceeding. Thank you.

20              CMSR. BAILEY: Ms. Schwarzer.

21              MS. SCHWARZER: Thank you. Staff  
22      believes that the key matter -- the key matter  
23      at issue in this case is whether receipt of New  
24      Hampshire Fuel Assistance without more is

1 sufficient to avoid disconnection when the  
2 customer has a medical certification on file.

3 Pursuant to New Hampshire  
4 Administrative Rules, Puc Chapter 1205, the  
5 Medical Emergency rule, a customer is protected  
6 from disconnection when the customer provides  
7 the utility with a current medical certificate,  
8 in conjunction with a payment arrangement, as  
9 described in Puc 1203.7.

10 Commission rules also provide that  
11 "Notwithstanding any other rule to the  
12 contrary, the Commission shall not approve  
13 disconnection of services to customers with a  
14 current Medical Emergency Certificate when the  
15 customer has made a good faith effort to make  
16 payments towards the utility bill."

17 Staff believes that consistent with  
18 Administrative Rules, although New Hampshire  
19 Fuel Assistance payments are an important  
20 resource for hardship customers, they're not  
21 sufficient in and of themselves to count as a  
22 payment arrangement or as a good faith effort  
23 to make payments towards a utility bill. A  
24 customer who applies for and receives New

1 Hampshire Fuel Assistance have made an effort  
2 to obtain funding. However, a payment  
3 arrangement must include an agreement between a  
4 customer and a utility, whose terms include,  
5 but are not limited to, a flat monthly payment  
6 that is reasonable, and the customers make  
7 regular payments throughout the year or make  
8 good faith efforts to do so.

9 That's reflected in Staff's Exhibits  
10 2 and 3.

11 Staff believes that a payment history  
12 between May of 2017 and November of 2018,  
13 showing seven unpaid months, eight months paid  
14 by Fuel Assistance, and one cash payment of  
15 \$9.43 -- I'm sorry, that's through August of  
16 2018, one cash payment of \$9.43 does not count  
17 as a payment arrangement or a good faith effort  
18 to make payments.

19 Thank you.

20 CMSR. BAILEY: Ms. Tompson.

21 MS. TOMPSON: In Liberty Utilities'  
22 legal memorandum, they state that the utility  
23 may require written confirmation of the request  
24 from the new customer; no documentation was

1 submitted in support of that.

2 The utility shall continue service  
3 and offer a more flexible payment arrangement,  
4 but nothing was in writing.

5 The fact that Thompson's account was  
6 never scheduled for disconnection is untrue.  
7 As defendant admitted that it was disconnected  
8 in 2017 without notice, and there was no  
9 notice.

10 New Hampshire Fuel Assistance is the  
11 party responsible for paying bills after the  
12 utility receives the social service  
13 organization's notification of its agreement to  
14 pay the current bills of the customer, Puc  
15 1203.14(d).

16 "The utility shall provide service to  
17 a tenant in the tenant's own name as a customer  
18 of record," Puc 1203.12(h). "The utility shall  
19 provide service to a tenant in the tenant's own  
20 name as a customer of record if so requested,  
21 subject to the terms and requirements of the  
22 utility's tariff and this chapter, without  
23 requiring the tenant to pay any part of the  
24 landlord's past due balance as a condition of

1 receiving service," Puc 1203.12(h).

2 The PUC has the authority over the  
3 defendant, as well as RSA 358-A violations and  
4 the FDCPA, because they have exclusive  
5 jurisdiction over this defendant.

6 Attempting to collect a known time  
7 barred account violates the FDCPA. *Lindburg v.*  
8 *TransWorld Systems, Inc.*, 846 F.Supp 175, in  
9 Connecticut (1994).

10 The FDCPA broadly prohibits unfair or  
11 unconscionable methods, conduct which harasses,  
12 oppresses or abuses any debtor, 15 U.S.C  
13 Section 1692d, e, and f.

14 "The Commission shall order a utility  
15 to reconnect service...when it determines that  
16 a medical emergency exists", Puc 1203.13(d)(1),  
17 or "other similar unusual circumstances exist  
18 which involve significant risk to health,  
19 safety or property", Puc 1203.13(d)(3).

20 RSA 358-A:2 provides that "it shall  
21 be unlawful for any person to use any unfair  
22 method of competition or any unfair or  
23 deceptive act or practice in the conduct of any  
24 trade or commerce within this state." And

1       "service" shall include any activity which is  
2       performed in whole or in part for financial  
3       gain," RSA 356:1, Section IV.

4               "The Commission shall impose a  
5       moratorium on disconnections of service when  
6       there exists an imminent peril to the public's  
7       health, safety or welfare," Puc 1203.11(t).

8               The Salem 10th Circuit Court order  
9       exists which clearly states the electric  
10      service at plaintiff's current address must  
11      remain in operation. The affidavit attached  
12      specifically states Liberty Utilities is the  
13      electric service provider. Liberty has  
14      exclusive jurisdiction as an electric service  
15      distributor in the Town of Salem as granted by  
16      the PUC.

17              A party seeking to set aside an order  
18      of the PUC has the burden of demonstrating that  
19      the order is contrary to law or by a clear  
20      preponderance of the evidence that the order is  
21      unjust or unreasonable, RSA 541:13 (2017),  
22      *Appeal of Pennichuck Water Works*, 160 New  
23      Hampshire 18, 26, 992 A.2d 740 (2010).

24              "Electric service is essential and



1       should be available to all consumers," RSA  
2       374-F:3, VII *[sic]* (2009).

3               "A utility shall not disconnect  
4       service to a customer who has provided current  
5       verification of a medical emergency," Puc  
6       1205.03(a). "The commission shall not approve  
7       disconnection of service to customers with a  
8       current medical emergency certificate",  
9       1205.03(14)(e) *[sic]*.

10              "Utility shall provide service to a  
11       tenant in the tenant's own name as a customer  
12       of record," Puc 1203.12(h).

13              "Notice shall be provided to an adult  
14       who occupies the affected residence," Puc  
15       1204.05(a)(1) *[sic]*.

16              "The utility shall inform the  
17       commission of the existence of any financial  
18       hardship," Puc 1204.05(c)(7).

19              "The commission shall not approve  
20       disconnection of a service to customers when  
21       the customer has a financial hardship," Puc  
22       1204.05(d)(1).

23              In this case, there was disconnection  
24       without notification. The plaintiff stated on

1 the record that she did not receive any  
2 notification. The defendants testified that  
3 they do not send out letters. It's not part of  
4 their policy. They only make phone calls.

5 Central to the complaint, defendant  
6 argues that the bill -- the bill is -- that  
7 their billing practices are notifications  
8 regarding the Fuel Assistance, which is  
9 incorrect. Billing is insufficient as notice.  
10 It is -- billing is for the sole purpose of  
11 putting notice as to what the arrears are. And  
12 in this case, with the Fuel Assistance, it  
13 would be the current arrears. It's not  
14 information related to Fuel Assistance  
15 entitlement use, application, or any remaining  
16 money left over in the account after, after  
17 use.

18 There was an account transfer  
19 violation pursuant to 1203.12(h). Liberty  
20 Utility knew or should have known that the  
21 plaintiff in this case was living at that  
22 residence. The owner purportedly, in  
23 documenting saying that he was the owner, lives  
24 actually in Carlisle, Massachusetts. And if

1       they sent documentation to him, I believe that  
2       the billing that was submitted in this case  
3       states that address. So, clearly, the owner  
4       wasn't going to be the user of Liberty use on  
5       record.

6               Medical Emergency Certification  
7       expiration, no notice was given. There was no  
8       notice of any disconnection. It simply  
9       occurred. The fact that defense counsel is  
10      stating that it's "not plausible that the  
11      mailings did not occur" is outrageous and  
12      unconscionable. There were not 50 letters that  
13      were mailed. There were very minimal letters  
14      that were mailed. Because it is the policy,  
15      according to testimony of the defendants, that  
16      they don't send out mail. They attempt to make  
17      phone calls. The phone rings, they hang up,  
18      and then they notify the Public Utility  
19      Commission that they made an attempt and they  
20      weren't able to get in contact with anyone.  
21      There was no follow-up documentation.

22               What is implausible in this case is  
23      the discussion between Ms. O'Neil and the  
24      specialist physician whom the plaintiff in this

1 case has been seeing since 2001. And the idea  
2 that a licensed physician, who has been  
3 providing medical certification for years on  
4 this account, would verbally instruct an  
5 employee of Liberty Utilities to destroy a  
6 document that he's already signed and approved  
7 is implausible.

8 The National Grid bills should not be  
9 part of this case. If the stock was purchased  
10 from Liberty Utilities, the stockholders are  
11 irrelevant to the billing dispute in this case.  
12 And there is a billing dispute, and there's  
13 been an ongoing billing dispute. There's no  
14 way that Liberty Utility can claim that there  
15 hasn't been an ongoing billing dispute in this  
16 case, because it's been going on for years.  
17 And the exhibits, the final exhibits,  
18 especially that have been submitted by the  
19 plaintiff, show that she has talked about  
20 billing disputes, and there's no dispute  
21 mechanism. So, she's been ignored on that  
22 issue.

23 Statute of limitations is three years  
24 in New Hampshire. Three years for contract

1 law, three years for personal injury, and three  
2 years for discovery purposes. The  
3 documentation in this case goes back to 2003  
4 with National Grid. That is a 16-year accrual  
5 that they're attempting to pursue when Liberty  
6 did not even provide any of those services.

7 The Continued Violation Doctrine  
8 can't be argued by defendant, because they  
9 never -- they never mitigated damages in this  
10 case. National Grid never pursued anything in  
11 this case related to setting up a payment plan  
12 or pursuit of recuperating any alleged loss.  
13 And Liberty Utilities does not have standing  
14 with which to pursue that.

15 By failing to file a lawsuit, they  
16 have waived and/or foreclosed -- they have  
17 waived and/or forfeited any rights to asserting  
18 those claims. The purpose of filing suit would  
19 be to secure a judgment, and they have chosen  
20 not to secure a judgment. What they prefer to  
21 do is continue to work with the Public  
22 Utilities Commission in order to discontinue  
23 services to the plaintiff in this case who has  
24 a chronic medical condition.

1           The Motion to Dismiss should be  
2       denied. There's unfair and deceptive practices  
3       which have been exhibited in this case, both  
4       under state and federal law, and defense  
5       counsel is incorrect in his statement that, in  
6       order to qualify under the FDCPA, that you have  
7       to be primarily in the business of debt  
8       collection. Only a partial percentage of what  
9       you do has to be debt collection, and they have  
10      a debt collection activity department, which  
11      testified here today. All the documents and  
12      all of the -- all of the law argued in  
13      documents filed with this case by plaintiff  
14      clearly outline that.

15           The court order is a standing  
16      protective order to the benefit of the  
17      plaintiff in this case and should be complied  
18      with. There is no violation -- the defense  
19      counsel's argument that, because he wasn't a  
20      part -- because he wasn't a party to the case,  
21      is a moot point. The purpose of that order is  
22      an order to protect the plaintiff from  
23      disconnection, because twice Liberty Utilities  
24      has sought disconnection on the heels of

1       Eviction Notices, and both Eviction Notices  
2       were submitted in this case.

3               The allegation that there was nothing  
4       wrong with what the defendant did is a false  
5       statement. I mean, they have not followed the  
6       rules. They have not sent notification to  
7       this -- to the plaintiff prior to  
8       disconnection. They've used debt collection as  
9       a means -- they've used disconnection by and  
10      through the Public Utilities Commission as a  
11      means of debt collection, which is improper,  
12      and a violation of state and federal law.

13             There is no documented -- I mean, the  
14      Staff and key matters that are stated are that  
15      there isn't a good faith effort in order to  
16      make payment. And the plaintiff has stated on  
17      record that she disputes these amounts, she's  
18      always disputed these amounts. She doesn't  
19      believe that she owes these amounts. And to  
20      voluntarily set up a payment plan for amounts  
21      disputed reaffirms a debt that she states she  
22      doesn't have or owe. She has stated that from  
23      the very beginning. This has been the ongoing  
24      contention between the parties in this case.

1       There is no debt, there is no mechanism by  
2       which you can do a dispute resolution with the  
3       Billing Department.

4               It is the defendant's contention that  
5       their documentation, which is inaccurate and  
6       not actual, does show -- shows debt going back  
7       to 2003, and that whatever they have submitted  
8       is accurate and is owed and due; which the  
9       plaintiff denies.

10              I would respectfully ask that the  
11       tribunal not allow for disconnection, to comply  
12       with the court order that was issued by the  
13       Salem 10th Circuit Court, while Judith Thompson  
14       remains at 9 Lancelot Court, Unit Number 8, due  
15       to a medical issue and/or due to financial  
16       hardship, and all of the relief which has been  
17       asked for in all of the filings -- the  
18       documents that have been filed in this case.

19              Thank you for your time.

20              CMSR. BAILEY: All right. Thank you  
21       very much. With that, we will wait for the  
22       exhibits to be sorted out.

23              And we will close the record, take  
24       the matter under advisement, and issue a



1 decision as soon as we can. Thank you.

2 MS. TOMPSON: Thank you.

3 ***(Whereupon the hearing was***  
4 ***adjourned at 6:06 p.m.)***

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