

RECEIVED
MAR 29 2005
PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

DAMON SCOTT)
)
COMPLAINANT)
)
v .) CASE NO. <u>2005-00134</u>
)
LOUISVILLE GAS & ELECTRIC COMPANY)
)
DEFENDANT)

COMPLAINT

The Complaint of Damon Scott respectfully shows:

- (a) That Complainant is Damon Scott, who resides at 4111 Mannerdale Drive, Louisville, Kentucky 40220.
- (b) That Defendant is the Louisville Gas & Electric Company ("LG&E"), having a primary business address at 220 West Main Street, Louisville, Kentucky 40202.
- (c) That Defendant LG&E has taken the following actions with respect to Complainant's account:

(1) During a date on or about November 19, 2002, LG&E inadvertently deleted the electric meter on Damon Scott's residence from its computer system. Damon Scott's residence at that time was a 1489 square foot rental home located at 1576 Shelby Street in Louisville.

LG&E maintains that the electric meter was still present at the residence and was still functioning. Nevertheless, LG&E failed to bill him for electric service from November 20, 2002

until he moved out of the subject residence on or about September 15, 2004.

(2) According to accounts from LG&E staff, on November 19, 2002, the meter reading was x42597. The meter was not read again until November 30, 2004.

(3) In e-mail correspondence with Damon Scott's attorney, LG&E employee Mike Lowery stated as follows: "The next readings we obtained were on November 30, 2004 for x87052 and December 7, 2004 for x87795. These were used to estimate the new customer's usage pattern. We then estimated an out reading for [Damon Scott]."

(4) Damon Scott's attorney interpreted Mike Lowery's e-mail quoted above to mean that LG&E was asserting that it used an actual reading from the meter for the one-week period November 30, 2004 to December 7, 2004 to calculate Damon Scott's amount due for the 22-month period in question.

(5) It is also possible that Mike Lowery's e-mail quoted above meant that LG&E was asserting that it used an actual reading from the meter for the period from November 19, 2002 to November 30, 2004 or December 7, 2004 to calculate Damon Scott's amount due for the 22-month period in question.

(6) During the week of January 24, 2004, Damon Scott's attorney filed an informal complaint with the Public Services Commission, raising the objections summarized in the preceding paragraphs. The attorney was referred to Katrina Clark, an LG&E customer service representative. On March 1, 2005, Ms. Clark provided a chart documenting the usage and cost for Damon Scott's electric service at the subject residence for the 13-month period from November 2001 through November 2002. A true and accurate copy of the chart is attached hereto as Exhibit A.

(7) Damon Scott has retained copies of his 2003 LG&E bills listed below, which

show that his account had a credit balance for much or all of that year. These bills show the following amounts:

<u>Payment Due Date</u>	<u>Amount Owed</u>
June 09, 2003	\$83.00 credit
July 9, 2003	\$76.04 credit
August 7, 2003	\$69.08 credit
September 8, 2003	\$248.87 credit
October 7, 2003	\$241.91 credit
November 5, 2003	\$218.08 credit
January 8, 2004	\$10.54 credit

(8) It is possible or likely that the Exhibit A chart provided by Katrina Clark includes excessive charges billed to Damon Scott, which were later returned to him as credits on his subsequent bills during 2003 and 2004.

(9) In 2001 or 2002, Damon Scott had energy savings devices installed on the water heater and air conditioner at the subject residence at LG&E's request.

(10) LG&E has never provided a definite explanation of how it has calculated Damon Scott's \$2,000 bill for electric service for the period from November 20, 2002 until his move-out date on or about September 15, 2004.

(11) To the extent that LG&E is using the actual meter reading for the one-week period November 30, 2004 to December 7, 2004 to calculate Damon Scott's estimated amount due for the 22-month period in question, that estimated amount is improper for at least two reasons: (1) it is unreasonable to extrapolate a bill for 22 months of service from a one-week reading, and (2) Damon Scott was not living in the subject residence when the one-week reading was taken, so

the estimate was based on another customer's usage patterns.

(12) To the extent that LG&E is using an actual reading from the meter for the period from November 19, 2002 to November 30, 2004 or December 7, 2004 to calculate Damon Scott's amount due for the 22-month period in question, that estimated amount is also improper because it is unreasonable to extrapolate a bill for 22 months of service from a reading that includes service provided to a different customer.

(13) Damon Scott also questions the accuracy of the meter readings described above.

(14) To the extent that LG&E is using the chart attached hereto as Exhibit A to calculate Damon Scott's estimated amount due, that estimated amount is improper for at least two reasons: (1) the chart does not reflect subsequent credit amounts, and (2) the chart does not reflect his actual energy savings realized from the energy savings devices.

(15) LG&E has billed Damon Scott \$2,000 for electric service for the 22-month period in question, November 20, 2002 until his move-out date on or about September 15, 2004. This averages to \$90.91 per month for electric service only.

(16) Despite the fact that Damon Scott's informal complaint with the Public Services Commission had not been resolved, despite the fact that he did not have a past-due balance for his current service, and despite the fact that he had not been sent a cut-off notice, on March 16, 2005, LG&E cut off Damon Scott's electric service at his current residence.

(17) Damon Scott's electric service was reinstated on March 17, 2005. He was not required to pay a deposit or reconnection fee. Less than a week later, however, he was sent a disconnection notice for April 5, 2005.

(18) On March 16, 2005, an LG&E customer service representative told Damon Scott in person that it would be "better" for him to negotiate a payment plan on his own rather than for

him to involve his attorney.

(19) To date, despite numerous requests, LG&E has not provided a definite or reasonable explanation of how it has calculated Damon Scott's \$2,000 bill for electric service for the period from November 20, 2002 until his move-out date on or about September 15, 2004.

(20) Because LG&E cannot substantiate the \$2,000 bill, Damon Scott is being charged an improper and discriminatory rate for electric service for the period in question.

(21) Despite numerous requests, LG&E's Accounting Department has not telephoned Damon Scott's attorney to explain how the \$2,000 bill was calculated.

(22) Because the telephone system for LG&E's Accounting Department does not accept incoming calls, Damon Scott's attorney is unable to place a call to ask how the \$2,000 bill was calculated.

WHEREFORE, Complainant respectfully requests the following:

(1) That LG&E be enjoined from terminating Damon Scott's service during the pendency of this action.

(2) That LG&E be enjoined from billing Damon Scott for electric service for the 22-month period in question, November 20, 2002 until his move-out date in September of 2004.

(3) If the Commission declines to enjoin LG&E from billing Damon Scott for electric service for the 22-month period in question, in the alternative, that LG&E be compelled to accept a conservative amount estimated in the consumer's favor, to be paid in monthly payments that are affordable given Damon Scott's indigency.


(4) That LG&E be compelled to prove the accuracy of its meter readings with respect to the subject account before it presents any bill for service to Damon Scott.


(5) That LG&E be compelled to provide account histories and service locations for all

other customers whose bills have been estimated from January 1, 2000 to the present.

Dated at Louisville, Kentucky, this 25th day of March, 2005.

Respectfully submitted,


Mary Cartwright
Legal Aid Society, Inc.
Counsel for Damon Scott
425 West Muhammad Ali Blvd.
Louisville, Kentucky 40202


Damon Scott
4111 Mannerdale Drive
Louisville, Kentucky 40220

Subscribed and sworn to before me by Damon Scott, this 25th day of March, 2005. My
commission expires: April 4, 2006.

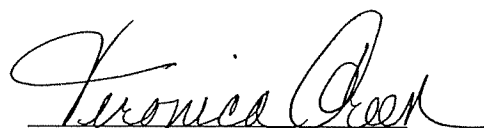

Teronica Cook
Notary Public, KY State at Large

EXHIBIT A

Usage & money history for electric

before removed from CIS

	USAGE	MONEY
Nov-02	1365	\$ 69.80
Oct-02	1697	\$ 83.71
Sep-02	2868	\$ 180.72
Aug-02	2884	\$ 180.75
Jul-02	3297	\$ 204.65
Jun-02	2549	\$ 159.88
May-02	1641	\$ 80.63
Apr-02	1548	\$ 75.21
Mar-02	869	\$ 45.54
Feb-02	904	\$ 46.90
Jan-02	1161	\$ 56.62
Dec-01	1623	\$ 72.30
Nov-01	1409	\$ 65.42

TOTALS 23815 \$ 1,322.13

Average montly bill \$ 101.70