

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

<p>Dennis G. O'Keefe, Sr. and Rosemary O'Keefe,</p> <p style="text-align: right;">Complainants,</p> <p style="text-align: center;">vs.</p> <p>California American Water Company (U210W),</p> <p style="text-align: right;">Defendant.</p>

(ECP)
Case 14-03-017
March 24, 2014

Dennis G. O'Keefe, Sr. for Complainants.
Steven Foster and Jessica Knapp for California American
Water Company, Defendant.

**DECISION DENYING COMPLAINT AND ORDERING
COMPLAINANTS TO PAY PAST DUE CHARGES**

Summary

Complainants, Dennis G. O'Keefe, Sr. and Rosemary O'Keefe, request that the Defendant, California American Water Company (Cal-Am), be required to compensate them for questionable billing practices over the past six to seven years. Complainants assert that the wires to their wireless/remote water meter were never connected when the meter was installed, over six years ago, which resulted in inaccurate water usage estimates and charges. Complainants argue that \$30,000 is an appropriate compensation for Cal-Am's behavior. Cal-Am contends that the O'Keefes' claims are without merit. Cal-Am asserts

that the O'Keefes' bills have been accurate over the past seven years with the exception of one month, which was corrected. Cal-Am contends that the O'Keefes have not paid their water bill since November 15, 2012 and have a current past due balance of over \$2,000.00. We find that the Complainants have failed to demonstrate that Cal-Am has violated any applicable rule, law or tariff of the Commission. In addition, the undisputed facts in this matter support Cal-Am's contention that the Complainants have been billed accurately and have a past due balance of over \$2,000.00. The Complaint is denied and Complainants must pay their past due and current water usage charges. The case is closed.

1. Complainants' Contention

Complainants reside in Elverta, California, north of Sacramento. They contend, in their written complaint and/or oral testimony, that in 2006 Cal-Am installed a wireless/remote water meter at their home. The wireless/remote meter was meant to be read by transmitting a signal to a Cal-Am employee using a hand-held device. Mr. O'Keefe asserts that he personally observed a Cal-Am technician install the meter and that after the installation two wires from the meter were not connected. He states that he asked the Cal-Am technician why the wires were not connected and was told that "another technician would connect the wires in a week." Mr. O'Keefe contends that a second technician never came to his home to connect the meter's wires. Mr. O'Keefe asserts that for over six years the wires to his water meter were never connected resulting in inaccurate water usage calculations and costs. In response to questions from the Administrative Law Judge (ALJ) presiding at the hearing, Mr. O'Keefe acknowledged that in the more than six years the water meter had been on his home he had never called Cal-Am to complain or report that the meter's wires were not connected.

Mr. O'Keefe states that in November 2012 he received a water bill of over \$200.00 for his and his wife's October water usage. He states that he and his wife were out of town for the majority of the previous month and thus could not have used \$200.00 worth of water. He contends that he called Cal-Am to complain and that a technician was sent out to check the meter. Mr. O'Keefe testified that the Cal-Am technician was initially belligerent and unprofessional. He states that the technician eventually acknowledged that the wires to the meter were not connected and that the meter was not functioning properly.

The O'Keefes contend that they have been "ripped off"¹ by Cal-Am since their meter was installed in 2006. They contend that Cal-Am's parent company, American Water, was sold to a German company in 2001 and as a result Cal-Am should not be allowed to "racketeer with the American's Public's Money."² The O'Keefes assert that \$30,000 is an appropriate amount of compensation from Cal-Am to them. In addition they claim that the "American People" as a whole should be allowed to pursue a class action suit for racketeering against Cal-Am and its parent company.³

2. Defendant's Contention

Cal-Am asserts that the O'Keefes' claims and allegations are without merit. Cal-Am states that the O'Keefes' water usage has been consistent over the years, with higher usage in the summer and lower usage in winter. Cal-Am contends that Complainants' water meter was properly installed and maintained until the

¹ O'Keefe Complaint at 2 §G(4).

² *Id.*

³ *Id.* at 3, § H.

wires to the meter were cut.⁴ Cal-Am also asserts that the O'Keefes have a long history of late payments and have not made a single payment to Cal-Am since November 15, 2012.⁵ Cal-Am claims that the O'Keefes currently owe in excess of \$2,000.00 in past due payments.

As previously indicated, Cal-Am has asserted that the water meter on the O'Keefes' home was installed, maintained and functioned properly. In oral testimony at the hearing, Cal-Am representatives explained that the meter on the O'Keefes' home was a wireless/remote meter. The meter was designed to be read remotely via a hand-held device by a Cal-Am technician. Cal-Am contends that its water "Usage Information Report" for the O'Keefes' property from June 9, 2004 through October 16, 2013 demonstrates a consistent pattern of usage, with higher usage and bills in the summer and lower usage and bills in the winter.⁶ Cal-Am asserts that this consistent usage pattern contradicts the O'Keefes' assertions that it is ignoring their actual usage and instead "guesstimating" that usage.⁷ Cal-Am states that the O'Keefes' water meter does not reset to zero every month but is continuous like the odometer on a car. The monthly usage totals are determined by subtracting the previous month's total from the current month's reading.⁸

Cal-Am states that it received a complaint from the O'Keefes for a high water bill in November 2012. Cal-Am states that it sent an inspector to the

⁴ Cal-Am Answer to Complaint at 3.

⁵ Cal-Am Answer to Complaint at 1.

⁶ *Id.* at 3.

⁷ *Id.*

⁸ *Id.*

O'Keefes' residence to check the meter, verify the last bill reading, look for leaks and offer to provide a leak kit.⁹ Cal-Am states that its inspector found that the wires on the O'Keefes' meter had been cut which prevented Cal-Am from reading the meter remotely. In reading the meter manually a number was transposed resulting in a mistaken water usage total for October 2012 and an excessive bill. Cal-Am has indicated, and the O'Keefes have confirmed, that it issued a revised bill which refunded the overcharge. Cal-Am also states, and the O'Keefes have confirmed, that it replaced the broken meter in December 2012. Cal-Am staff testified that the new meter has been working properly since December 2012.

Cal-Am asserts that the since the installation of the new meter, in December 2012, the O'Keefes have not paid their water bill. At the hearing Mr. O'Keefe confirmed that the water bill had not been paid since December 2012. Cal-Am states that O'Keefes' current past due bill exceeds \$2,000.00.

3. Discussion

In the instant proceeding the O'Keefes have provided evidence of only one instance of over-billing by Cal-Am; their November 2012 water bill. Cal-Am has acknowledged that it made a mistake in reading the O'Keefes' meter in October 2012, resulting in an inflated reading of their water usage and an excessive November 2012 bill. Cal-Am states that it quickly responded to the O'Keefes' complaint about the excessive November 2012 water bill. Cal-Am contends that its technician checked the meter, verified the meter reading and looked for leaks.

⁹ Cal-Am Answer to Complaint at 4.

When Cal-Am discovered that the meter was broken and a mistake was made in the meter read, it revised the O'Keefes' bill, removing the excessive usage charges, and replaced the broken meter. At the hearing Mr. O'Keefe confirmed that Cal-Am had in fact taken all of these actions.

The O'Keefes' complaint does not contain any other specific allegations of inaccurate billing on the part of Cal-Am. When asked at the hearing, by the assigned ALJ, if there were any other instances, subsequent or prior to November 2012, in which Cal-Am recorded inaccurate water usage or provided an inaccurate bill Mr. O'Keefe said there were not. When asked, by the assigned ALJ, if it was true that Complainants had not paid their water bill since December 2012 Mr. O'Keefe answered yes. Mr. O'Keefe stated that he was told by Commission staff that he did not have to pay his bill while his complaint was pending with the Commission; the Commission staff in question have denied telling Mr. O'Keefe that he did not have to pay his bill.

The testimony, evidence and applicable tariffs all support Cal-Am's contention that it acted properly in this matter. Complainants have not demonstrated that Cal-Am has violated any applicable rule, law or tariff in installing or maintaining the Complainants' water meter and/or in recording and billing for their water usage. The testimony, evidence and applicable tariffs also support Cal-Am's contention that the Complainant's have not paid their water bill since December 2012 and now owe in excess of \$2,000.00 in past due water usage charges. The Complainants' request for relief is denied. Complainants must pay their past due water bill at the rate of at least \$100.00 per month until it is extinguished and must pay their current water bill as it comes due. Cal-Am may not charge interest on the past due balance. If Complainants persist in not paying their past due and current water bills Cal-Am may take any

and all collection and/or service termination actions, against the Complainants, authorized in its tariffs. This case is closed.

4. Waiver of Comment Period

Pursuant to Rule 14.6(b) of the Commission's Rules of Practice and Procedure, all parties stipulated to waive the 30-day public review and comment period required by Section 311 of the Public Utilities Code and the opportunity to file comments on the proposed decision. Accordingly, this matter was placed on the Commission's agenda directly for prompt action.

5. Assignment of Proceeding

Carla J. Peterman is the assigned Commissioner and W. Anthony Colbert is the assigned Administrative Law Judge in this proceeding.

O R D E R

IT IS ORDERED that:

1. The Complainants' request for relief is denied.
2. Complainants must pay their past due water bill at the rate of at least \$100.00 per month until it is extinguished and must pay their current water bill as it comes due.
3. If Complainants persist in not paying their past due and current water bills California American Water Company may take any and all collection and or service termination actions authorized in its tariffs.
4. Case 14-03-017 is closed.

This order is effective today.

Dated _____, at San Francisco, California.