

ORIGINAL



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Arizona Public Service

Darcy N. Pfeifer
Docket No. E-01345A-16-0041

vs.

Arizona Public Service Company

Electric service for the residence at 3033 West Gran Paradiso Drive

Phoenix, AZ 85086 from 06/11/2011 to present

- The power usage was exceptionally high from 06/11/2011 till 11/01/2015. Ironically after a formal complaint was submitted in 11/2015, the usage for power seemed to go down drastically. During this time, we were still utilizing our electricity as normal.
- In March 2013, my husband became permanently disabled (see exhibit A), leaving me to be the sole money maker, falling well below the standards to be considered "poor," I repeatedly asked APS if they had any programs for "low income," they repeatedly told me "NO".
- In December of 2014, we received a disconnect notice that pour power was to be shut off on 12/26/2014, I called on 12/24/2014 and plead with them to help set up arrangements to avoid this situation, because it was the holidays, we had children and my husband was disabled. They said the only thing they could do was out us on a "prepaid" account, then taking our \$500 plus in deposits paid and held over the 10 plus years (mind you they collect interest on that amount), and applying it to the huge balance of over \$1000 owed, and setting up three monthly installments of around \$140 for three months to be paid ON TOP OF THE MONTHLY BILL. Again at this time APS was aware that we were in dire straits and attempted to offer any kind of discounts or help at this point. They physically forced us into putting my account into a prepaid status, that way if I didn't have money to put on the account, they could easily just "SHUT IT OFF". All this transpired the day before Christmas!
- Thankfully after the holidays had settled down, and m,y husband being a disabled combat veteran, we were able to OWN OUR OWN, without any help from APS find additional help monetarily through agencies that help disabled veterans and their families. They were also the ones that told us about applying for the discount, that we now receive from APS.

Arizona Corporation Commission
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ALLEGATIONS FILED ON MY BEHALF, THE RESPONSES FROM APS, AND NOW MY RESPONSES FROM THEIR ANSWERS TO THE ALLEGATIONS:

1. **Complainant states she is on the “equalizer plans” “sticking to the best” on peak and off peak hours:**

- **APS’ response:** They say that if I were on the equalizer plan, my bill would be the “same” each month.

- **Complainant’s response:** I am just an ordinary person, I do not work for APS, nor do I claim to work for APS, therefore I do not know there “specific” names of programs that they provide. They were aware of this. I do realize that the technical term would be “time advantage 7pm-Noon plan, and not “equalizer plan”. They are now using my lack of specific knowledge of their names of plans to act as if they were truly looking out for “my best interest as a customer”. I could never get on the “equalizer plan” because you have to go 12 full months without ANY late pays (what I was told), therefore I could never get on that program. As far as the ‘Time advantage plan,” I was told was the best plan for our family based on the history usage. APS uses their customers lack of knowledge on their programs, to take ADVANTAGE of their customers and get the maximum amount of money out of the customers for their own greedy benefit. If they were not the ONLY electrical company available to me, I honestly would Never use their services. They are condescending, threatening, and very crooked. They prey on poor families, especially ones that are needy to reap the benefits of getting top dollar for their services. After all, no one can live without electricity, unlike cable television, therefore they use that to their advantage.

2. **Complainant claims that despite having air ducts tested, adding insulation, adding tint and thick drapes to the windows, and installing sun shades to her home she saw no decrease in her energy bill:**

- **APS has not received a rebate application from any participating contractors showing this.....**

- **Complainant’s response:** I NEVER thought that I would have to send in a “rebate application”. Its common sense, that if proper steps are made to make your home cooler in the summer months, that you would see that as a reflection

on the bill. This is proof that they bill whatever they want regardless. It wouldn't of mattered if I had done all the necessary changes as I DID, as long as APS received and approved an application for the rebate would it only apply? That does not even make any sense..... to me that is straight up fraud! When you make changes such as we did in our case to make our home more energy efficient, you WOULD see it on the bills, plain and simple. APS is scamming many people out of money because of legal "technical" ways for them to again re-coop more money!

3. Complainant alleges that APS guaranteed that her bill would decrease after she made improvements to reduce energy consumption:

- APS again has no "documentation" of these so called repairs.....

- Complainant's response: I am the renter at 3033 West Gran Paradiso Drive in Phoenix. Therefore, my landlord, at 90 year old man, received information form APS that if he were to use a specific company to test and make any necessary changes, that YES INDEED we would see a difference. That was done back in 2011 i believe, and yes a licensed, bonded company that did come out, test the ventilation, added more spray insulation between the floors, in the walls and the attic. He then told us to tint certain windows, added a sun shade to a patio, and special curtains that block out the sun and heat (see exhibit B), which by the way are kept closed 24/7. While APS states "they make no warranty or guarantee that a customer's energy consumption will decrease after making these home improvements".....it is really just common sense, that is necessary changes are made whether approved or done on APS' behalf, the fact that "proven" steps were made to make the home more energy efficient, it made no difference, because APS does not either "bill" correctly or in our case we feel we had a faulty meter.

4. Complainant alleges that APS offered no low income discounts to her.

- Plaintiff alleges: Over the 5 1/2 years that I have lived at this address, APS has not offered "discounts" and by that I do not mean putting us on a time advantage plan, I meant by offering us, or telling us where to apply for discounts for "low income" families.....like we are NOW on, and only as of 01/2015.

- Complainant's response: APS is now acting as though the "offered" any discounts or low income discounts to us, well before that time, knowing that we were low income. Had the proper discounts been applied that are applied now,

years ago, then I assure you there would not be a huge delinquent balance owed. APS claimed to have "offered" numbers to agencies willing to help with the bill, and I "declined"..... I already had those numbers, they were provided by DES, therefore I was not "declining" numbers and refusing anything they allege, I am not going to take numbers that I already have, and have applied for. Also for the record, these "agencies" are not that easy to obtain help from. In fact it is near impossible to get help, because so many others are trying to seek the financial assistance as well. I specifically asked APS for a "low income" discount through their company, which they denied to help with at the initial time I was in dire straits financially. They knew what we were asking, they didn't want to help. In fact every time I called in and spoke to a representative, they were very demeaning, condescending and rude, leaving me in tears when I hung up the phone. They caused me much heartache, during a time that I was trying to care for my disabled husband and my children all by myself. They simply didn't care, and only cared about getting their money or were quick to threaten me with shutting off my power.

5. Complainant alleges she requested the Company to test her meter on June 21, 2015, and the company refused.

- APS response to the allegation was: The company tested the meter on June 24, 2015. The meter tested 99.4% accurate on a full load and 99.4% accurate on a light load.

- Complainant's response: The APS representative did come out on that date, and my husband, Brian Pfeifer was video taping him. He did not seem to know what he was doing, and quickly started flipping breakers. My husband asked him if that was "safe to do that", he responded "he knew what he was doing". When he flipped our AC breaker it shorted out by there shorting out our AC unit. He then flipped the Main breaker, breaking it. He realized then that not only had he broken our breaker box, but at this point he was NOT going to touch anything further, therefore terminating the meter test that day. I contacted the Arizona Corporation Commission.

6. Complainant alleges the Company employee, who came to test her meter on June 24, 2015 broke our breaker box and AC fuse and did not test her meter.

- APS alleges that the company DID indeed test the meter that day and found it to be performing within ACC limits. The technician heard a "buzzing" sound when turning on the breaker for the air conditioning unit and so on the Meter

Information System notes. A blue tag was hung regarding a safety concern “as potential safety concern” that needed to be addressed.

- Complainant’s response: They DID NOT test the meter. On the video the Technician clearly states that he was not going to perform the test, because he did not feel comfortable touching the breaker anymore at this point, he realized that he had made a grave mistake during the “testing process” but he failed to actually perform the test on that day due to the fact the breaker was making the buzzing sound. He then hung a “blue tag” and left. This “blue tag” was not just a simple safety concern, we contacted two different electric companies, who determined that it was a fire hazard, and that the breaker needed to be replaced. They also stated that the fact the home had sat vacant without ANY POWER to it for the tow years prior to our landlord purchasing it, was grounds for APS for install a new meter to ensure it would work properly.

7. Complainant alleges her husband submitted a claim for reimbursement in August 2015 that the company has refused to pay.

- APS’ response to the allegation: They claim to have said to have the equipment “fixed” then submit the claim. We have submitted a “work order” for what it would cost to fix the situation and make it safe for our home. I have addressed many times that we are a family of a disabled veteran, we aren low income and live a “fixed” income. You can not expect someone that can barely pay an electric bill to pay \$1000 plus, and wait to be paid!

- Complainant’s response: That is not fair of APS to expect us to pay that large amount, and wait for reimbursement. Until they pay the invoice submitted to their company one year ago, our breaker box still remains in an “unstable” condition, and this should not be allowed to continue, considering it was APS technician that broke the Box, and admitted to it, plus we have video to prove the accident. This is once again a stall tactic by APS to avoid paying out for something that they are responsible due to their technicians negligence.

8. Complainant alleges the Company came to test the meter on December 21, 2015, when she was not home.

- APS’ response to the allegation: Two APS technicians tested the meter on December 21, 2015. The meter was tested, and tested 99.9% accurate (of course), Again in the spirit of APS, they did NOT charge the complainant a fee for testing. While testing the meter, the technicians interacted with both the complainant and

her husband. After telling the customers that a Consumer Advocate would contact them to convey the results of the field meter test, the complainants husband said he had them on camera, and threatened to shoot them if they came back to the property. The technicians left promptly, called their supervisors about the threat, and then each memorialized their interactions with the customers in emails to their supervisors that same day. APS security placed an "unsafe condition" note on the complainants account for any future contact at the residence. APS security reported the incident to the Phoenix Police Department.

- Complainant's response: I do not believe that I stated I was not present during this meter reading. I believe, and don't quote me that they attempted to show up a few days prior (December 18, 2015), in which we were not going to be home due to doctor appointments for my husband at the VA. It was rescheduled for December 21, 2015. Both My husband and I were present, and yes we were video taping, we do have a security camera in the front of our home that automatically starts recording upon anyone entering our property. Two technicians did show up. I believe it was the original tech and his supervisor. We were there strictly to observe there testing and nothing more. When the testing was finished, the tech told my husband it was "his responsibility to flick the breaker back on". He didn't want to be responsible for any further damages to the prior "attempted" testing. APS claims that their technicians personally heard my husband, directly tell them that they were on camera, and if they returned that he would shoot them. They claim to have left immediately and reported it to their superior, along with reporting it to the Phoenix Police Department. They also placed an "unsafe condition" note on the complainants account for any future contact at the residence. If you read their EXHIBIT I, it states that at the end part of the email, that "he" heard him, but XXXXXXXX heard him tell the female, which was myself, the account holder, whom they were fully aware of who I was, "that he has them on camera and if he ever catches us on his property he will shoot us". Well, there are SERIOUS DISCREPANCIES on this so-called "threat". First off in the APS response to the AZ CC, they clearly state that it was said directly to the technicians in a threatening manner. It was not only not said so threatening that apparently that they felt "threatened" enough to "report" this "so called incident". In the Email to APS it was written it was said quietly to his female friend, which by the way his wife, myself the plaintiff, and account holder. They not only lied about exactly what happened, but they purposely caused an issue clearly defining us as " crazy or unsafe" customers and labeled us as potentially dangerous and

noted it on our account for others to see. Potentially putting fear into others own minds, when my husband never threatened either of the techs. In fact we do not even own a gun. They clearly made up lies to hurt us and thereby filing a false police report which is a crime, per A. R. S. §13-2907 and 13-2907.01. As the plaintiff and account holder, I will be requesting these copies of the police report, filing an "addendum" to the report since it was false, and if APS does not act in accordance with the laws, and remove the negative note on our account, within 48 hours, I will be filing a suit for slander in the courts. Filing false police reports is not only a crime, but is very damaging to others, when it is not true.

9. Complainant disputes the amounts charged from June 11, 2011, to January 5, 2016, alleging the meter was faulty or old.

- APS' response to the allegation: APS is billing the complainant accurately for energy recorded by the meter. The AMI meter in the complainants home was installed on January 7, 2012. The meter was field tested on June 24, 2015, December 21, 2015 and again on January 22, 2016 (the January test showed the meter testing 100% for full and light loads). Each diagnostic test showed the meter functioning well within normal ACC limits. APS obtained accurate meter readings each month, which is supported by the field tests. (See Exhibits C, H, J &K.)

- Complainant's response: First off this is the FIRST I have heard of our AMI meter "being installed January 21, 2012", I was not made known of this, and I did reside at that address at this time. Nor at anytime during our communications over the years did APS state that the Meter was replaced prior to the replacement on January 2016. That sound so strange that now they claim it was "installed" in our home on January 7, 2012. APS sill claims a full meter test was performed on June 21, 2015. WE have proof on video that after the technician has heard the "buzzing sounds" from the breaker box, and started flipping breakers, he decided to NOT perform the meter test that day. He may have a report, but we have proof on video that it was never conducted and finished. In fact it was halted without "further testing" after he encountered a mishap while messing with our breaker box. He apparently lied, and people DO that from time to time, the problem is, we have proof, they do not. If you would like that "video proof" you will have to subpoena them. I will not voluntarily just turn over my husbands phone, but if this is not properly rectified, I have no problem taking this further to a higher agency, such as The Federal Energy Regulatory Commission and I am sure our

Governor of Arizona would love to know that APS is illegally performing or NOT performing tests as stated in their “documentation”. As far as the meter readings over the years that were given to me (at this point I do not know if they are even valid).

AFFIRMATIVE DEFENSES

1. APS alleges that I, the Complainant fails to state a claim upon which relief can be granted.

- Complainant feels strongly that we have a valid claim regarding APS, and their inaccurate recoding keeping, many inaccurate statements from technicians, reporting false reports to the Police, per A.R.S. 13-2907 & 13-2907.01, there by damaging Complainants reputation. Relief can only be granted by APS going through their records in great detail, applying the discount to “low income families” that should have been applied back in March of 2013, when my husband was deemed permanently disabled through the Department of Social security, carefully fixing ALL errors in billing not in just the past year, but dating back to the day we took possession of the home on June 11, 2011. The fact that APS has repeatedly threatened us, and was unwilling to work with us fairly until a formal complaint was filed with The Arizona Corporation Commission, they need to assign our account to a seasoned associate that can carefully, legally and professionally oversee and handle our account for the future. We at this point feel threatened and terrified to have to deal with APS, but we have no choice as they are the ONLY electric company in our area, therefore better safeguards must be in place when moving forward.

2. APS alleges Complainants claims are barred in part by the statute of limitations:

- While the year 2011, may be barred from statute of limitations, the years following are not. Keep in mind, if it is not resolved at a state level we will be exercising our right through the Federal Energy Regulatory Commission as well in a court of law.

3. APS alleges: At all time APS acted in conformance with it's lawfully approved tariffs; Arizona Administrative Code, Title 14, Chapters 2 and 3; and all state and federal laws.

- The Complainant does not agree with this. The certainly have not acted lawfully by filing a "false police report", which is just ONE OF THE ISSUES. We have proof on video, they are just "making things up" to cover their own selfs. We shall see how that comes out in a Federal court when they see the "real truth" and how APS has acted in such a manner that is very unlawful.

4. APS alleges that under A.A.C. R14-2-210, a customer is obligated to pay bills for utility service that is rendered on the bases of accurate meter reads.

- The Complainant agrees that payment should be made when services are rendered, for ACCURATE METER READS. When "inaccurate meter reads" are in question however, I believe that that needs to be on hold, until the situation can be rectified. Which I am positive will be in our favor.

5. APS alleges they have the right to assert any and all additional defenses as more information becomes known about the facts surrounding this case, including all defenses set fourth in Rules 8(c) and 12(b) of the Arizona Rules of Civil Procedure.

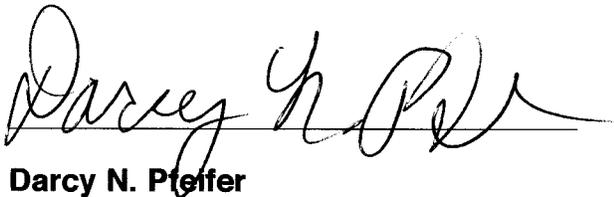
- Like APS "alleges" they have the right to any and all defenses as more information becomes known, so does the Complainant.

In closing, I Darcy N. Pfeifer the Complainant in this case am requesting that APS rectify the bills, and adjust accordingly. At the very least the Past due amount should be \$0. They know that several times during the allegations and APS' "answers" that they were not only untruthful, but that their technicians actually committed crimes, from falsify documents for services not performed, and filing a false police report. The fact that APS was not willing to rectify the situation humanely and accurately, shows that they have no integrity. This entire situation has caused emotional, character and monetary issues for myself and my family. The fact that my husband is a disabled combat veteran, injured in combat fighting for his country, and has had to deal with technicians that have not only lied, but have hurt our very livelihood, shows they have no integrity. One thing my

Wednesday, August 3, 2016

husband learned in the many years in the military is INTEGRITY, he has taught his entire family that. this is something clearly APS' employees lack. I would hope that in the very least APS would adjust the past due amount, that wouldn't even

be going back to the three years prior. I think they are getting off very easy considering the havoc they have put on our lives. I pray that the Arizona Corporation Commission does not allow another HUGE COMPANY that chiefly controls something that no human can live properly without, hurt another innocent family. I think my answers speak for themselves, in the fact that APS is clearly in the wrong.



Darcy N. Pfeifer

8/15/2016
date