

Wednesday, May 19, 2010

Walter Thomas, Secretary
Alabama Public Service Commission
P. O. Box 304260
Montgomery, AL 36130

Deborah Lindsey
216 Hughes Avenue
Attalla, AL 35954



Re: Emergency Formal Complaint against Alabama Power Follow Up / Docket #31370

Dear Mr. Thomas:

After reading APCo's (hereinafter referred to as the company) response to my complaint, I feel I am the victim of discrimination. When I first went to see Noah Rocker about making arrangements on my bill, his exact words to me were, "we're afraid you're going to default on this bill." Would he have said this to me if I were a white man in a business suit? I find it interesting that he made copies of my checks, before they were deposited. These checks cleared the bank. And I have never had a problem in the past seventeen years, when I've used these checks before. I can't possibly be the only person that has a business checking account; or the only person that has ever run out of pre-printed checks. Is it standard operating procedure to make copies of customers' checks? If the company had any questions about the checks I used, why not just ask me or my Public Service Commission liaison? Again, does the company make copies of all customers' checks where the name/address isn't pre-printed? I've paid my bill with counter checks before in Birmingham and never had a problem. Is the company so jaded that they think anyone who uses a counter check is up to something untoward??? Or is it because of the color of my skin. I ran out of checks, so I used a counter check and dropped it in the drop box as I have in the past – AND NEVER HAD ANY PROBLEMS.

When I first went to see Noah Rocker about my outrageous bill, he completely dismissed any legitimate complaint I had. All he could say was the meter's working. (I don't know if it is or not, you can't understand the new ones.) But sitting in the dark for ten weeks brings things to your remembrance. There was a cold night in January, where a neighbor's tree limb fell on one of the wires behind the house and caused a brown out for my entire block. I remember I woke up in the middle of the night; the thermostat was set on either 68 or 72, yet the temperature in the (all electric) house had fallen to 58 degrees. It stayed this way for several hours until someone from the company came out to fix it. I remember, because my neighbor and I went out to speak with the company representative in his truck. The company representative informed us that a limb had fallen and the wires were hanging by a thread. Yet I'm on the hook for this outrageous bill!!!! And to top it off, I get treated like a criminal.

But let me go back to the complaint at hand. I don't know why Noah Rocker hates the Public Service Commission as evident by his complete disregard to work with them or accept anything they say. He seems to feel he's in some sort of pissing contest and I am caught in the middle. I was never privy to any of the information in the emails between the Public Service Commission and the company. The company's position that they emphasized to me that the \$484.03 be paid

by February 11th is a misstatement. Trying to meet the company's deadline was the extreme hardship that caused me to seek out the services of the Public Service Commission to begin with.

It is further interesting to me to note the way the company views my payment history. If I am paying you something every week to every other week, what are the odds I am going to default? In the month of February I paid a total of \$300 (and all the checks cleared). This more than cleared out the September, October, November, and December's bill.

In March, I was slated to pay \$308.60. This payment represented not only the balance of the \$484.03, but March's bill, and over fifty percent of the \$1000 balance. Now what is the likelihood that I'm going to default? I've proven I can handle a \$300 a month power bill. The company had agreed to take \$200 payments over my monthly bill (which by now was on budget billing). I submit to you that Noah Rucker was so incensed that he disconnected my service out of vindictiveness and spite. What other reason is there? He was so sure I was going to default; he told me so to my face. When it didn't look like it was going to happen, he uses the excuse I didn't pay on time and refers back to a February deadline not being met. I'll admit, I am new to Etowah County. In Birmingham, they have better things to do. They would have processed my payment and moved on. Noah Rucker seems to feel he's in the position of denying electricity not supplying it.

His reasoning for disconnecting my service is because the company had made so many "accommodations" for me already. Is Alabama Power only for the affluent? When I made those first two payments, I had just moved, I was recovering from a house fire, working straight commission, and getting back on my feet financially. The company acts as though I was playing some sort of game. They don't understand. My income was just starting up again. When my commission check fell short I paid what I could and notified my liaison at the Public Service Commission. I was informed by Ms. Spivey to go ahead and pay what I could as a show of good faith. There doesn't seem to be any good faith with the company. They treat me as though I am an annoyance who doesn't deserve electricity from their monopoly. And somehow they reason that it will be better for them if I pay them without service.

Now I'd like to address the company's response to my complaint:

BACKGROUND

2) The \$1000+ bill which included \$479.60 for a one month bill; specifically 12/15/2009-01/15/2010. This \$479.60 represents more than twice the highest bill for this residence. That fact is according to the person I spoke to at the company. This is also the person who suggested budget billing to me. So let's be clear, the "claim" is according to company records.

Further, I don't know what kind of math the company is using, but \$229.85 is not more than half of \$1000; it's not more than half of \$479.60; and it's not more than half of \$565.2

3) The company keeps referring back to a September's balance. We're talking about three cents. In February, I paid \$300. This more than satisfied the \$229.85 balance, which cleared up September's three cents, October, November, and December's bill.

The company's statement, 'they emphasized that failure to pay the \$484.03 by February 11th' is a misstatement. When I went to the Public Service Commission, Ms. Spivey gave me altered arrangements.

- 4) Trying to pay the \$484.03 by the company's date created an extreme hardship and is the reason I sought out the help of the Public Service Commission in the first place. So why would I agree to this?
- 5) I paid what I could. (I was just beginning to get my financial feet back under me.) When I saw I was not going to be able to make a full payment, I did what all responsible people do when they pay their bills. I notified Ms. Spivey at the Public Service Commission, who informed me to pay what I had as an act of good faith and she would inform the company. Only the company seems to feel this was a slap in the face. Is this monopoly only for the affluent? I was never informed or told of this communication between the Public Service Commission and the company.
- 6) Again, I paid ALL I had at that time. What is the issue with the check? It cleared the bank. I've never had a problem in the past using this account. The bottom line – I was out of checks on my regular account. At this point, I've paid \$300 in payments and this more than cleared September's bill of three cents, plus October, November and December's bill.
- 7) I never agreed to pay by February 11th. This was the company's insistence that sent me to get help from the Public Service Commission in the first place. The company keeps referring to a February 11th date, but this was now March and there is nothing I can do about a date that's passed. And once the balance is paid, it's paid. The company's stance seems to be they don't like when I paid or the check I used. **BUT THEY SEEM OBLIVIOUS TO THE FACT THAT I WAS PAYING AND THE CHECKS WERE CLEARING THE BANK!**
- 8) I was not afforded an opportunity to bring my account current. I was blind-sided by an over eager employee, hell bent on looking good in the eyes of the big boss (look how much money Noah makes us in collection and re-connect fees. For example: my balance, after the March's payment, was \$545, this would have been cleared up in a little over two month's time (based on the company's agreement to accept \$200 payments over my monthly bill). When the collection guy showed up on my doorstep on March 15th, **AFTER MY PAYMENT HAD BEEN RECEIVED AND POSTED TO MY ACCOUNT**, he was seeking \$625.21). I paid my bill, using a counter check (as I have done a time or two in the past), and I dropped my payment in the drop box as I've done in the past. Why was this now a problem? It never was before.
- 9) Again, is this company so jaded that they feel because I paid with a counter check, I must be up to something untoward? Am I the only customer ever to use a counter check (no, because this wasn't my first time)? Or is this just because of the color of my skin? The company could have simply asked me or the Public Service Commission. I was out of ALL pre-printed checks by this time and the only checks I had were counter checks from when I first opened my account in 1993!! My financial institution in 1993 was Tenco

Credit Union. A few years ago they changed their name to Landmark Credit Union. Their home office address and phone number in Fairfield Alabama has not changed from that time to this time. Does it even make sense that I would try to write a bad check, using a counter check and PUT MY ALABAMA POWER ACCOUNT NUMBER ON THE CHECK!!!

- 10) If the first check of \$308.60 were bogus, why not just write another? I was not given a five day notice. If I had just paid my bill what reason would I have to think I was up for disconnect? Had I been legitimately given a five day notice I would have at least been able try to get the balance. The company now continues to harass me about payment; and oddly enough, they're willing to make payment arrangements. They want over \$1300 to resume service. This amount is for increased deposit (I don't feel they deserve), fees, and collection. At the very least, I feel my service should be restored with the payment of the \$308.60 (the check I withdrew funds on) and the original payment plan of \$200 over my monthly bill re-instated. I further feel concessions should be made because of that brownout. All fees resulting from Noah Rocker's over-zealousness to terminate my service should be removed; and my original account restored. And I still feel I should be compensated for the expenses and the food and income I lost.
- 11) This entire experience from just trying to make arrangements to pay this entity that can not be satisfied to ten weeks without electricity has been an extreme hardship. It seems this company is in the business of doing this. Frankly, I don't know what rule or business practice they didn't violate.
- 12) I had just paid March's bill, with an understanding that once the \$484.03 was satisfied I would be able to pay \$200 over my monthly bill to satisfy the past due balance. With the payment of March's bill, the \$484.03 was satisfied. Can a monopoly really be allowed to be this petty over something so serious? There was an agreement in place.
- 13) My understanding of what was now considered full payment had been altered by the company. Why are they not required to live up to their word?
- 14) The company states that, "written notice that the company intended to disconnect service absent efforts to" (emphasis added). What is efforts if not weekly and bi weekly payments? Is Alabama Power a monopoly only for the affluent? My communication was solely through the Public Service Commission (with the exception of the March 8th and 10th dates). I was never told these people were chomping at the bit to disconnect my service. I was doing everything I could.
- 15) In seventeen years, I have never had a \$1000 power bill. As you noticed from my previous address, four months of billing only totaled \$229.85. It was never in my heart to default on this bill, as evidenced by the fact that before my service was disconnected I had made payments totaling about 60% of the (outrageous) bill. I feel that employees of the company seemed hell bent on kicking me in the gut. Explain to me the rationale for disconnecting my service AFTER YOU HAVE RECEIVED PAYMENT? The company states things that are totally different from my understanding and conversations with Ms. Spivey at the Public Service Commission. The \$300 I paid in February more than

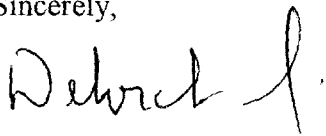
satisfied the \$299.85 that cleared up September, October, November, and December's bill.

- 16) I noticed the company did not address the employee's accusation that it was stressed to me that my payment be in before five. Yet they are trying to imply there was a problem with my using the drop box. Absent my knowledge that the payment had to be in before five – what was the problem with using the drop box? I paid my bill as I had done in the past and never had any problems. I have never had to contact the company in the past to inform them as to the time of day I would be making my payment. I've used these counter checks in the past and never had a problem with them (they were all I had). The fact that the credit union has changed their name did not invalidate the check. Is this because of the color of my skin? Further, I had no notice that the company might break the agreement and demand the balance in full – after I had made my payment (I've only heard of tactics like this being used to steal someone's land)

This is not a situation of me not paying my bill; this is a situation of me not paying my bill "properly." If the company feels justified to break their agreement and disconnect my service because I was behind on my bill, used a counter check to make a payment, and they were so sure I was going to default; then at the very least my request in Item 10 should be granted. With the payment of the \$308.60, my account was now current according to the arrangements the company had specified (March's bill had been paid, the \$484.03 had been paid, the September, October, November, and December's bill from the previous address had been paid, and almost sixty percent of the \$1000 bill had been satisfied.)

Mr. Thomas, I must thank you for the prompt attention you gave my initial complaint. Please help me bring this situation to a quick conclusion so that I may resume a normal life. Again, if you need to contact me I can be reached by phone at 205 540 2735.

Sincerely,



Deborah Lindsey