Agenda Date: 6/8/09
Agenda Item: 7B

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

AUBREY MATTHEWS, Petitioner,	) ORDER ON MOTION FOR RECONSIDERATION
v.	)
PUBLIC SERVICE ELECTRIC AND GAS COMPANY, Respondent	) BPU DOCKET NO. GC07070533U) OAL DOCKET NO. PUC09826-07

(SERVICE LIST ATTACHED)

BY THE BOARD:

On April 7, 2009, Aubrey Matthews ("Petitioner") filed a Motion for Reconsideration ("Motion") with the Board of Public Utilities ("Board") regarding an Order issued by the Board on December 9, 2008 ("December 9 Order"). The December 9 Order adopted the Initial Decision of Administrative Law Judge ("ALJ") Gail M. Cookson, which found that Petitioner received a credit from Public Service Electric and Gas Company ("Respondent") that was twice the amount to which Petitioner was entitled, and that as a result, Petitioner was not entitled to additional relief. Accordingly, ALJ Cookson dismissed the petition. In his Motion, Petitioner requests that the Board reconsider its December 9 Order because the Board did not address the Petitioner's argument that the Respondent was engaged in fraudulent practices.

Background and Procedural History

By Petition filed with the Board on July 17, 2007, Petitioner alleged that he was being improperly billed under a commercial account and was not satisfied with Respondent's subsequent refund when the correct residential rates were applied. After the filing of Respondent's answer, the Board transmitted this matter to the Office of Administrative Law ("OAL") on September 19, 2007 for hearing and initial disposition as a contested case pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. This matter was first assigned to ALJ Margaret M. Monaco and later transferred to ALJ Gail M. Cookson.

Following a hearing held on July 9, 2008, ALJ Cookson issued her Initial Decision on July 28, 2008. ALJ Cookson found that the Petitioner should have been billed by Respondent on a residential tariff rate from March 20, 2001 through September 19, 2006. Additionally, ALJ Cookson found that, based on the rate schedules submitted by Respondent and as applied to Petitioner's historic usage, Petitioner was entitled to a credit of $1,406.92, which is the difference between the application of the commercial rate and the residential rate. Furthermore, the ALJ concluded that Petitioner had previously received a credit from Respondent in the amount of $3,282.36, which is more than twice the credit the ALJ found that Petitioner was entitled to receive. Respondent, during the hearing, stated that it was not seeking a refund of the amount above what Petitioner was entitled to receive. Furthermore, ALJ Cookson found that because Petitioner's credit was more than twice the amount to which Petitioner was entitled, no further relief in the form of interest was required.

Additionally, there was testimony concerning Petitioner's allegation that an improperly-sized meter was placed at his residence. ALJ Cookson found that while the meter was properly sized for the location, the meter was running fast such that it was measuring gas usage at 102.35%. Pursuant to N.J.A.C. 14:3-4.6, ALJ Cookson concluded that Petitioner was entitled to a credit in the amount of $334.67, which was previously applied by the Respondent to Petitioner's account in April 2008. ALJ Cookson also found that the Petitioner's meter was properly sized for the residence and that there were no billing errors caused by the size of the meter. Accordingly, ALJ Cookson found that there is no further relief to which Petitioner is entitled and that the Petition be dismissed.

In a letter dated September 26, 2008 and filed with the Board on October 9, 2008 ("Exceptions"), Petitioner stated that he was dissatisfied with the Initial Decision because ALJ Cookson ruled in favor of Respondent. Furthermore, Petitioner argued that the hearing improperly focused on the derivation of the $1,406.92 determined to be the credit to which Petitioner was entitled and not the $3,282.36 credit Petitioner actually received from Respondent. Petitioner also argued that the hearing did not address what Petitioner alleged to be the fraudulent billing practices of Respondent and Respondent's efforts to avoid providing an explanation of the $3,282.36 credit by putting forth the revised sum of $1,406.92. Petitioner concluded by requesting that the Board reject ALJ Cookson's ruling. In its Reply, Respondent argued that Petitioner's Exceptions were untimely filed with the Board in violation of N.J.A.C. 1:1-18.4(a) and that Respondent was not properly served by Petitioner. Notwithstanding the procedural defects, Respondent also argued that Petitioner's Exceptions did not present any findings of fact or conclusions of law as required by N.J.A.C. 1:1-18.4(b) and Petitioner had not presented any evidence of changed circumstances that would warrant a rejection of the Initial Decision. Accordingly, Respondent requested that the Board deny Petitioner's Exceptions and adopt ALJ Cookson's Initial Decision.

The Board, in its December 9 Order, found that the Exceptions submitted by Petitioner regarding his allegation that the Initial Decision failed to address Respondent's fraudulent billing practices did not meet the requirements of N.J.A.C. 1:1-18.4. Accordingly, the Board did not address this Exception because this argument was not presented at the hearing. The Board, however, did address Petitioner's other Exceptions regarding the calculation of the credit and found that his claim that the derivation of the credit he received was adequately explained at the hearing. The Board adopted the Initial Decision in its entirety and dismissed the petition.

After receipt of Petitioner's Motion and Respondent's Reply to the Motion, the Board Secretary issued a letter advising the parties that the 60-day time period for disposition is waived, as provided by N.J.A.C. 14:1-8.7(c).

Petitioner's Motion

Petitioner's Motion was filed with the Board on April 7, 2009. Petitioner states that he wishes to contest the Board's decision to adopt the ALJ's Initial Decision. Petitioner adds that he finds it incomprehensible that the Board did not address Petitioner's Exception regarding Respondent's alleged fraudulent practices. Petitioner notes that Exhibit P-3, admitted into evidence during the hearing before ALJ Cookson, references Petitioner's claim of Respondent's fraudulent practices. Therefore, Petitioner argues that this issue was presented at hearing and questions how the Board concluded that exhibit P-3 was non-relevant. Additionally, Petitioner states that the Initial Decision referenced Petitioner's demand for relief in the amount of $250,000 and Petitioner's concern regarding the size of his meters.

Petitioner also notes that in his copy of the Initial Decision, the last paragraph on page 3 is missing, and suggests that this deletion is intentional and constitutes a crime. Finally, Petitioner claims that the Board's decision favors Respondent and the December 9 Order did not consider Respondent's wrongdoings and the difficulties endured by Petitioner.

Respondent's Reply

Respondent, in its Reply, argues that Petitioner's Motion was untimely filed with the Board in violation of N.J.A.C. 14:1-8.6(a). Notwithstanding this procedural defect, Respondent contends that Petitioner's Motion raises unsupported allegations and a conclusory statement that Petitioner should be paid $250,000. Additionally, Respondent states that the Motion fails to state any errors of law or fact relied upon and raises no new issues that would justify the relief sought. Accordingly, Respondent concludes that the Motion must be denied.

In support of its arguments, Respondent cites to case law providing that a Petitioner bears the burden of showing clear and convincing proof why a Board Order is unjust or incorrect. I/M/O Public Service Electric and Gas Co., 155 P.U.R. 4th 503 (1994). Additionally, Respondent argues that a party seeking reconsideration of a Board Order must show the special circumstances that warrant reconsideration and that new evidence relating to established facts or a material misinterpretation by the Board would be a reasonable basis for reconsideration. In re Trantino Parole Application, 89 N.J. 347, 364-365 (1982). Respondent contends that other than disagreeing with the Board's December 9 Order and raising unsupported claims of alleged fraudulent practices after the fact, the Motion fails to provide any facts or cite to legal authority that would justify a reconsideration of the December 9 Order. Respondent also notes that the Petitioner's allegations that Respondent engages in fraudulent practices and Petitioner's demand for $250,000 were not presented at hearing.

Discussion

Under N.J.A.C. 14:1-8.6(a), a motion for reconsideration may be filed with the Board within 15 days after the issuance of any final decision or order by the Board. The Order Adopting the Initial Decision of ALJ Cookson was issued on December 9, 2008. Petitioner's Motion was filed with the Board on April 7, 2009, which is outside the 15-day time period provided by the rule.

Furthermore, in a motion for reconsideration, a party should not seek reconsideration merely because of dissatisfaction with a decision. D'Atria v. D'Atria, 242 N.J. Super. 392, 401 (Ch. Div. 1990). Rather, reconsideration should be used only in cases in which "1) the Court has expressed its decision based upon a palpably incorrect or irrational basis, or 2) it is obvious that the Court either did not consider, or failed to appreciate the significance of probative, competent evidence." Ibid.; Cummings v. Cummings, 295 N.J. Super. 374, 384 (App. Div. 1996). In other words, a party must demonstrate that the Court "acted in an arbitrary, capricious or unreasonable manner." D'Atria, supra, 242 N.J. Super. at 401.

Here, Petitioner argues that the Board's decision not to consider Petitioner's Exception that the hearing should have addressed Respondent's fraudulent billing practices because the issue was not presented at hearing was faulty. Petitioner then notes that Exhibit P-3 contained a reference to this allegation. The language to which Petitioner refers states "[d]espite [Respondent's] efforts to correct this fraudulent deception by granting a credit in the amount of $3,282.36, based on their accounting PSE&G has chosen to have the commercial meter remain on the premises and not replaced with a residential meter." Petitioner fails to provide any support to his argument that the Board should have considered his Exception other than referencing Exhibit P-3, which merely states that Respondent's billing on the commercial tariff was a "fraudulent deception." This does not rise to the level of proof required by case law to mandate a reconsideration of the December 9 Order. Petitioner does not show that the Board acted in an arbitrary, capricious or unreasonable manner and that the Board's Order dismissing the petition was based on a palpably incorrect or irrational basis.

In his Motion, Petitioner states that the Initial Decision mentioned his request for $250,000 in damages and the size of his meters. Petitioner does not request that the Board reconsider its December 9 Order regarding these issues. Additionally, Petitioner suggestion that a missing paragraph in his copy of the Initial Decision constitutes a crime is not accompanied by any support or analysis.

The Board FINDS that Petitioner's Motion for Reconsideration was untimely filed. The Board FURTHER FINDS that Petitioner's Motion for Reconsideration is not substantiated and nothing in Petitioner's Motion warrants the Board to modify or otherwise reconsider its decision in its December 9 Order. Accordingly, the Board HEREBY ORDERS that the Motion for Reconsideration of the Board's December 9 Order is HEREBY DENIED.

DATED: 6/10/09

BOARD OF PUBLIC UTILITIES
BY:

Jeanne M. Fox

JEANNE M. FOX
PRESIDENT

FREDERICK F. BUTLER
COMMISSIONER

JOSEPH L. FIORDALISO
COMMISSIONER

NICHOLAS ASSELTA
COMMISSIONER

ELIZABETH RANDALL
COMMISSIONER

ATTEST:

KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities

AUBREY MATTHEWS
V.
PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. GC07070533U
OAL DOCKET NO. PUC09826-07

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CMS
BESLOW
RPK
CAMBELL, J
FORD-WILLIAMS (2)

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
CASE MANAGEMENT
2008 JUL 28 AM 10: 35
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

INITIAL DECISION

OAL DKT. NO. PUC 09826-07

AGENCY DKT. NO. GC07070533U

AUBREY MATTHEWS,

Petitioner,

v.

PUBLIC SERVICE ELECTRIC & GAS COMPANY,

Respondent.

Aubrey Matthews, appearing pro se

Alexander Stern, Esq., for respondent Public Service Electric & Gas Company (PSE&G Services Corporate Counsel)

Record Closed: July 9, 2008 Decided: July 28, 2008

BEFORE **GAIL M. COOKSON,** ALJ:

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

On July 17, 2007, Aubrey Matthew (petitioner) filed a complaint with the Board of Public Utilities (Board) relating to the accuracy of certain bills and credits issued by Public Service Electric & Gas Company (PSE&G or respondent) for his gas utility service. On September 10, 2007, PSE&G filed its Answer to the dispute with the Board. On September 27, 2007, the Board transmitted the matter to the Office of Administrative Law (OAL) for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to-15 and N.J.S.A.

52:14F-1 to- 13. The matter was originally scheduled to be heard on February 20, 2008, before the Honorable Margaret M. Monaco, A.L.J. On that date, the parties met at the OAL and agreed to adjourn the hearing in order to allow for further discovery and settlement discussions. The matter was rescheduled for April 15, 2008, but that date was subsequently adjourned due to the unavailability of a witness. In the interim, the case was transferred to this Administrative Law Judge.

On April 29, 2008, I held a telephonic conference with the parties to discuss various discovery and pre-hearing issues. At that time, petitioner maintained that he intended to seek additional damages from the utility company to which respondent was opposed. Accordingly, I established a date certain by which the petitioner was to file any amended pleading with an opportunity for respondent to oppose it, or petitioner was to state that he would be foregoing any amendment. In a letter dated May 12, 2008, petitioner advised that he would not be amending his petition. R-2. On July 9, 2008, a hearing was held in this matter, on which date the record closed.

FINDINGS OF FACT

Based upon a review of the entire record and giving due consideration for the testimony of the witnesses, as discussed below, I **FIND** the following to be facts.

Petitioner owns and lives in a two-family house located at 74 Chelsea Street, Newark, New Jersey. He has owned that property since approximately 1988. His family lives in one unit of the house and he rents the other unit. There are three gas meters connected to the property. One meter measures the supply of gas to the hot water heater to the entire house and petitioner's kitchen. One meter measures the supply of gas to the rental kitchen. The last meter measures the supply of gas heat to the entire house. The structure was originally heated with oil but petitioner converted to gas heat in or about October 1999 at which time the third meter was added.

Petitioner began to question the accuracy of his gas utility bills in August 2006, when he paid his PSE&G bill in the amount of $191.34. During the next billing cycle, the amount of that payment was indicated as a payment toward a "deposit" rather than toward the balance due. Upon inquiry, he was informed that his heating account was considered to be on a commercial tariff and that a deposit was required because of some history of late payments. Petitioner disputed the commercial designation but felt that he could not get any satisfactory explanation or rectification from respondent. On September 23, 2006, he wrote to the Board seeking its assistance with the dispute. P-1. In apparent response to his dispute and informal customer assistance of the Board, Julie Brailey, a representative of PSE&G, contacted him on October 26, 2006. Over the course of several further communications, he was able to get his prior payment of $191.34 applied to his outstanding balance. In response to his numerous telephone calls, PSE&G also reviewed the issue of the applicability of a commercial tariff to his two-family house. On December 8, 2006, Ms. Brailey forwarded to petitioner copies of the applicable tariffs for its general (commercial) service and its residential service rates for the applicable periods. However, petitioner found these unavailing in helping him figure out if he had been billed under the wrong rate and if so, how much he was owed.

In March 2007, a field inspection of his house was conducted. It was determined at that time that his property actually should have been on a residential tariff schedule rather than a commercial rate. In the spring of 2007, a credit appeared on his statement in the amount of $3,282.36 but there was no narrative or other explanation of how it was derived. Petitioner continued to pursue communications with Ms. Brailey without success and then turned again to the Board for assistance in his frustration to understand the credit. Petitioner believed that the amount of the credit required explanation, discourse and agreement between both parties involved and not just a unilateral decision by respondent. Because he did not receive what he believed to be bilateral communications and mutual decisions on his billing concerns, petitioner filed a formal complaint with the Board as stated above. In response to the formal Answer of PSE&G, petitioner filed a reply to the Answer that set forth a demand for $250,000.00 in relief and also seemed to question the type and size of meter (commercial v. residential) that was on his property. P-3.

During the presentation of his case, petitioner could show no error in the credits he has received or in their derivation. Petitioner did not submit any invoices into evidence, nor did he present any accounting or utility expert to dispute the schedules and calculations by respondent. His cross-examination of the respondent's witnesses elicited no admissions of any errors or omissions in those credits already issued. In effect, petitioner admitted that all that remains of his dispute with respondent is a lack of confidence in the accuracy of or an explanation of the bill credits he has already received from the respondent, and in the length of time the dispute process has taken.

Edward C. Sullivan testified for respondent on the procedures of the Customer Relations Department that he supervises in general, and on the particular practices undertaken in response to petitioner's concerns that he had been improperly billed as a commercial gas customer. On the basis of petitioner's initial query, online data was researched by the Customer Service Department but that data only includes the most recent twenty-five months. Using that data, an average monthly differential was derived for petitioner to account for the two tariff schedules. That monthly figure was then multiplied by seventy-two months in order to derive a six-year credit owed to petitioner. Mr. Sullivan explained that this credit was an inexact method of generating the credit but erred in favor of petitioner. It was on this basis that the credit of $3,282.36 was issued to petitioner in February 2007. R-3.

When petitioner continued to contest the accuracy of the credit, Mr. Sullivan had actual usage data pulled from archived records for the property and a schedule prepared to show the amounts that would have been charged had the then-applicable residential tariff rates been utilized. R-1. Mr. Sullivan also explained that the PSE&G tariff was amended effective January 2002 to allow multi-family dwellings to be serviced on the residential tariff. In spite of that date as the point in time when petitioner should have been credited for the tariff differential, the Billing Summary Schedule applied that lower tariff rate back to March 20, 2001, the date when he was placed on the general commercial tariff, to petitioner's advantage. The credit thus calculated came to $1,406.92 for an approximately five and one-half year period. Mr. Sullivan admitted on cross-examination that the company should have done a better job of explaining the credit process to petitioner. At all times, PSE&G was treating him fairly and any errors were in his favor and done to expedite resolution of the customer's concerns.

I **FIND** that petitioner should have been billed by respondent on a residential tariff rate for the period March 20, 2001 through September 19, 2006. I **FIND** that respondent's Billing Summary schedule is accurate with respect to the impact of the difference between the two rate schedules for petitioner's historic usage. Accordingly, I **FIND** that petitioner was entitled to a credit of $1,406.92 on the difference between the application of the commercial or general tariff rate and the residential tariff rate

Apparently in response to the new issue of the form of meter on his property, respondent re-inspected his property on March 14, 2008. The company swapped out the third (gas heat) meter and replaced it with one of similar size. The technician on site determined that the meters were properly sized for the furnace and other usages on the property but in accordance with protocol, replaced it and took the removed meter to its lab. As explained by Kennie Mackin, a supervisor for PSE&G in its Summit Gas District Service Operations Department, respondent's meter was properly sized and was not too big. In fact, the meter installed at the property was the second smallest meter respondent utilizes. Even if a meter is "oversized" for a location, the consequence for the customer is not over billing but actually could result in under billing because the sensitivity to low flow decreases as the meter size increases. On the basis of this undisputed testimony, I **FIND** that petitioner's property was serviced with a properly sized meter and that he has demonstrated no error in billings due to the size of his meter.

Nevertheless, the PSE&G lab did certify that the removed meter was running fast such that it was measuring the gas usage at 102.35%. Because the Board allows a variance in perfect accuracy of only +/- 2%, respondent calculated the credit owed to petitioner in the amount of $334.67 for the excessive meter inaccuracy of 2.35% consistent with the regulations and its internal protocols. P-4. This credit was applied to petitioner's account in April 2008. R-3. Accordingly, I **FIND** that petitioner was entitled to a credit of $334.67 on the issue of the accuracy of the meter.

Further, I **FIND** that PSE&G has already applied the credits to petitioner's account in the amounts of $3,282.36 and $334.67, respectively. Respondent has not cross-claimed for a rebate of any credit paid in excess of what might have been due petitioner.

LEGAL DISCUSSION

In this administrative proceeding, the petitioner bears the burden of proof by a preponderance of the competent, credible evidence as to those matters which are justiciable before the OAL. Atkinson v. Parsekian, 37 N.J. 143 (1962). Evidence is found to preponderate if it establishes the reasonable probability of the facts alleged and generates reliable belief that the tended hypothesis, in all human likelihood, is true. See, Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.) cert. denied, 31 N.J. 75 (1959). This petition raises the issue as to whether petitioner has been properly charged for gas utility service to his two-family house during the period since he converted the structure to gas heat and whether he was properly credited for any overcharges.

Petitioner has disputed that PSE&G applied the proper amount of credit to his account in compensation for errors in the applicability of a non-residential tariff to his two-family home. N.J.A.C. 14:3-7.6. Petitioner admits that he received the credits discussed above and respondent admits that he was entitled to those. I have found that he was entitled to substantially less than he actually received but respondent has not sought reimbursement of any excess credit. While petitioner and respondent had some trouble communicating with respect to the reasons and basis for the various calculations, the parties were progressing through the issue on a semi-regular basis. Less than nine months lapsed between the time when petitioner first became aware of his status as a commercial gas customer and the posting of a (excessive) credit to his account. He contacted the Board for dispute assistance the second time in July 2007 for the single reason that he did not understand the derivation of the credit and was of the opinion that it should have been the subject of two-party negotiations. The company could have been more clear and responsive in the resolution of this customer complaint but I **CONCLUDE** that its credit has been satisfactorily justified. I further **CONCLUDE** that there is no further relief to which petitioner is entitled on his billing dispute as to the proper tariff that should have been applied to his two-family house. Because the actual credit granted was more than twice that to which petitioner was entitled, no further relief in the form of interest shall be required.

With respect to the issue of the accuracy of petitioner's meter, its size and any credit due and owing, there is no genuine dispute that petitioner's meter demonstrated a variation in accuracy over the Board's published tolerances. Respondent relied upon N.J.A.C. 14:3-4.6 in support of the calculation of the second credit. That regulation states in pertinent part:

> § 14:3-4.6 Adjustment of charges for meter error
>
> (a) Whenever a meter is found to be registering fast by more than two percent, or in the case of water meters, more than one and one half percent, an adjustment of charges shall be made in accordance with this section. No adjustment shall be made if a meter is found to be registering less than 100 percent of the service provided, except under (d) below.
>
> *
>
> (c) If the date when the meter first became inaccurate is not known, the adjustment shall be determined as follows:
>
> 1. Determine the percentage by which the meter was inaccurate at the time of the test adjusted to 100 percent. This figure is not the amount in excess of the tolerance allowed under (a) above, but is the difference between 100 percent accuracy and the actual accuracy of the meter. For example, if the meter was found to be three percent fast, this percentage is three percent;
>
> 2. Determine the applicable time period as follows:
>
> i. Determine the time between the test that found the meter inaccuracy and the most recent previous test of the meter. This time period may be longer than the time the meter has served the existing customer;
>
> ii. Divide the time determined under (c)2i above in half; .

Based upon the testimony and documents presented, I **CONCLUDE** that the undisputed evidence clearly demonstrates that respondent properly applied the Board regulation to the 2.35% fast meter originally installed at petitioner's property and derived a correct credit of $334.67.

ORDER

It is herein **ORDERED** that the petition be **DISMISSED** for the failure of the petitioner to meet the burden of proof on the disputed issue of entitlement to any further relief from respondent.

hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES,** which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five (45) days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

July 28, 2008	Gail M Cookson
DATE	**GAIL M. COOKSON**, ALJ
Date Received at Agency: 7/28/08	Lloyd Lang Jr
	Mailed to Parties:
DATE	OFFICE OF ADMINISTRATIVE LAW

pb

APPENDIX

WITNESSES

For Petitioner:

Aubrey Matthews

For Respondent:

Edward B. Sullivan

Kennie Mackin

EXHIBITS

For Petitioner:

P-1 Letter dated September 23, 2006, from Matthews initiating billing inquiry

P-2 Letter dated December 8, 2006, from Julia Brailey for PSE&G to Matthews

P-3 Letter dated September 15, 2007, to BPU Secretary Kristi Izzo

P-4 Letter dated April 28, 2008, from Michael P. Kelly, Manager Billing Services to Matthews

For Respondent:

R-1 Billing Summary re Acct. # 11-529-147-15, dated March 24, 2008

R-2 Letter dated May 12, 2008, from Matthews to OAL

R-3 General Inquiry Computer Printouts re Acct. # 11-529-147-15, dated July 8, 2008

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