



Control Number: 46322



Item Number: 71

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COMPLAINT OF PLAYA VISTA) PUBLIC UTILITY COMMISSION
CONROE, A CONDOMINIUM)
ASSOCIATION, INC. AGAINST)
C&R WATER SUPPLY, INC.) OF TEXAS

ORAL DEPOSITION OF

REGINA LEE

February 27, 2017

ORAL DEPOSITION OF REGINA LEE, produced as a witness
at the instance of C&R Water Supply, Inc., and was duly
sworn, was taken in the above-styled and numbered cause
on the 27th day of February, 2017, from 8:58 a.m. to
10:57 a.m., before Cindi L. Bench, Certified Shorthand
Reporter in and for the State of Texas, reported by
computerized stenotype machine at the offices of BENCH
REPORTING, 12946 DAIRY ASHFORD, SUITE 400, SUGAR LAND,
TEXAS pursuant to the Texas Rules of Civil Procedure and
16 Texas Admin. Code.

ORIGINAL

APPEARANCES

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ALSO PRESENT:

Bret W. Fenner, PE

1/10/19

INDEX

PAGE

REGINA LEE

Examination by Mr. Romo	4
Signature Page	77
Signature Page	78
Court Reporter's Certificate	79

EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
1	Control No. 46322, Item No. 46	6
2	Letter to Morgan Multi-Family, from Richard Wagner, August 16, 2016	21
3	Control No. 46322, Item No. 6	25
4	Drawing of Sewer Map 1 of 3	43
5	Control No. 45506, Item No. 22	52

1 REGINA LEE,
2 having been first duly sworn, testified as follows:

3 EXAMINATION

4 BY MR. ROMO:

5 Q. Ms. Lee, my name is Les Romo. I am the
6 attorney for C&R Water Supply, Inc. And we're here to
7 have your deposition taken.

8 And have you ever had your deposition
9 taken?

10 A. I have.

11 Q. So, you're familiar with the process that the
12 testimony you give here is an official record of your
13 testimony. It can be used at the final hearing in this
14 case or used for other purpose. You're sworn, you're
15 under oath.

16 And if I ask a question you don't
17 understand, just ask for clarification. If you need a
18 break, just tell me or the court reporter you need a
19 break. If you need me to repeat something, then I'll
20 repeat it.

21 A. Okay.

22 Q. We're here deposing you upon a complaint --
23 well, let me ask: You're here representing Playa Vista
24 Conroe; is that correct?

25 A. I am.

1 Q. Now, is Playa Vista Conroe the homeowner's
2 association for the Playa Vista Conroe complex?

3 A. It is. Well, to be clear, I think it is
4 something like Playa Vista Conroe, a Condominium
5 Association.

6 Q. That's the legal name, but for purposes of
7 today, we'll just say the Playa Vista Complex.

8 Is that okay?

9 A. Yes.

10 Q. All right. So, Playa Vista Complex -- strike
11 that.

12 Playa Vista Conroe filed a complaint with
13 the Public Utility Commission, and you were the one to
14 file it on their behalf, correct?

15 A. Yes.

16 Q. And that was related to some under billing
17 charges that was received by Playa Vista Conroe from C&R
18 Water Supply, correct?

19 A. Yes.

20 Q. Okay. In your -- I sent you some discovery
21 requests -- I sent Playa Vista some discovery requests
22 and there was an initial response filed, and then
23 recently there was a supplemental response filed,
24 correct?

25 A. Yes.

1 Q. Okay. In the supplemental, and you're going
2 to have to bear with me because I'm going to have to be
3 shuffling through some papers. There's a lot of paper
4 involved in here, as you're familiar with.

5 In the supplemental response -- bear with
6 me just a second. I will go ahead and mark this as
7 Exhibit No. 1.

8 (Exhibit 1 marked)

9 Q (By Mr. Romo) Hand you a document that's been
10 marked Exhibit No. 1. It's Item No. 46 on the Public
11 Utility Commission, and henceforth, in deposition, we'll
12 say PC, the PC website for this case, under Docket No.
13 46322, it's Item No. 46.

14 Do you recognize that document?

15 A. I recognize this as a partial document, what
16 was submitted.

17 Q. Okay. It's -- for the papers that were filed,
18 this is what was filed in the case, but not all of the
19 papers that were filed with the supplemental response,
20 correct?

21 A. That's right.

22 Q. Some of what you filed was just a re -- a copy
23 of a pleading filed by C&R in the previous -- in the
24 previous rate case, right?

25 A. That were used as supporting documentation for

1 these calculations.

2 Q. Okay. And when we say the previous case --

3 A. No. No. That is not correct. It was a
4 filing for this case.

5 Q. It was just a -- you took a pleading that was
6 filed in this case, 46322, and you refiled it as opposed
7 to referencing it, right?

8 A. I used it as an addendum to my calculation for
9 this filing.

10 Q. And what was that pleading?

11 A. If you would like to provide to me what I
12 filed, I'm glad to look at it and tell you --

13 Q. You don't recall what you filed, ma'am?

14 A. I filed the supporting documentation to my
15 calculations.

16 Q. And what was that supporting documentation?

17 A. I do not remember off the top of my head.
18 They were documents filed by you on behalf of your
19 client in this case.

20 Q. Okay. Do you reference those documents in
21 your calculations on Exhibit No. 1?

22 A. I do.

23 Q. Then point it out to me, please.

24 A. It says right here: Response, Playa Vista
25 used the billing statements and tariffs. Produced by

1 C&R Water Supply at Control No. 46322. Item No. 6,
2 quote, C&R Water Supply, Inc. Answer and response to
3 original and supplemental complaint filed by Playa Vista
4 Conroe, comma, Motion to Dismiss, and Motion to
5 Reconsider and Request for Hearing.

6 Q. And that's this document here, is it not,
7 ma'am, Item No. 6? That's the document you just
8 recited, right?

9 A. The cover page indicates that that's the
10 document, but I have not seen the document so I can't
11 tell you that that is the document.

12 Q. Does it look like it would be the document,
13 ma'am?

14 A. That control number indicates that --

15 Q. Well, let me hand it to you and you can look
16 at it.

17 A. Do we need to mark this as an exhibit?

18 Q. No, ma'am. Go ahead. I'm free to do it
19 without it. Just take a look at it.

20 A. If you're asking me to validate a document, I
21 think it should be marked as an exhibit so that it can
22 be in the file.

23 Q. Ma'am, I'm asking you to look at the document.

24 Do you recognize this document or not?

25 A. I'm telling you that, I think, procedurally

1 this should be marked as an exhibit so that we can all
2 have a record of exactly what I looked at to validate or
3 not validate.

4 Is that not an unreasonable request?
5 You're asking me to validate a document that is not in
6 the record for this deposition on -- under oath.

7 MR. ROMO: Let's take a break for a
8 second.

9 THE WITNESS: Sure.

10 (Short break held)

11 Q (By Mr. Romo) I'm going to, again, have you
12 look at this document, ma'am.

13 What does the cover sheet say it is?

14 A. The cover sheet indicates Control No. 46322.

15 Q. And what is the first page --

16 A. Item No. 6, Addendum, Start Page 0.

17 Q. What does the first page of the document
18 purport to be?

19 A. The first page of the document purports to be
20 PC Document No. 46322, Complaint of Regina Lee Against
21 C&R Water Supply, Inc. Public Utility Commission of
22 Texas, C&R Water Supply, Inc., Answer and Response to
23 Original and Supplemental Complaint, filed by Playa
24 Vista Conroe, Motion to Dismiss and Motion to Reconsider
25 and Request for Hearing.

1 There is a stamp on the top right corner
2 of the document that says: Received 2016 SEP22 a.m.
3 ten, colon, 41, Public Utility Commission filing clerk.

4 Q. Is this the document that you attached to your
5 sup -- C&R -- I mean, Playa Vista attached to its
6 supplemental response to discovery?

7 A. I have to look at more than the first page to
8 determine that.

9 Q. For purposes of the deposition, let's say this
10 is the actual document that was on file on the website.

11 So, does this look like the document that
12 you attached to the supplemental responses on behalf of
13 Playa Vista Conroe?

14 A. Again, I have to look at the document to tell
15 you whether it looks like that document. Oh, there's
16 more.

17 Q. Yes, ma'am.

18 Are you going to go through each page?

19 A. You're asking me to validate that this is the
20 document that I used, so in order to validate that, I
21 have to look at it. That's reasonable, right?

22 Q. No, it's not.

23 A. Well. I can't answer the question without
24 looking at the document. I can tell you that this is
25 not the document that I submitted that was attached to

1 the filing for the supplemental discovery request
2 control -- discovery responses Control No. 46322, Item
3 No. 46.

4 Q. And why?

5 A. It's clearly missing a significant number of
6 pages.

7 Q. Is it a partial of the document that you
8 filed?

9 A. Okay. So, for the record, it is missing
10 pages -- at least for now, pages 37 through 64.

11 Q. Correct.

12 A. Let me check the rest.

13 Q. That was my intent.

14 A. Okay. You're asking me to validate the
15 document, Mr. Romo.

16 So, the document that has been provided
17 for me, the page numbers end at 150, so I don't know if
18 that was the last page or not. It's missing the pages
19 that were indicated before in the gap in the number.

20 And also on Page 17, there is a notation
21 this document contained a bar code, unable to scan. To
22 view documents, please go to PUC Central Records, area
23 code 512-936-7180.

24 Q. Well, ma'am --

25 A. So, with those caveats, I can say that this

1 appears to be a partial document of what was relied upon
2 to create Control No. 46322, Item No. 46.

3 Q. And which pages out of the document you just
4 looked at, which is the Item No. 6 on the docket, which
5 pages did you use to make the calculations that you
6 provided on behalf of Playa Vista Conroe for its
7 supplemental response to the request for information
8 that we sent?

9 A. Okay. As indicated in Control No. 46322, Item
10 No. 46, the document in paragraph 5 indicates --

11 Q. I'm sorry. Paragraph 5 on Page 1?

12 A. Page No. 1. States, quote: Pages 4 through 7
13 of the attached exhibit are restated amounts that were
14 submitted by C&R Water on pages 21, 23, 25, and 28 of
15 Control No. 46322, No. 6.

16 So, we'll go to page 21. You can see
17 page 21 here, 2-inch meter revised billing. There are
18 seven columns, it appears to be some sort of printout
19 from a spreadsheet file, with seven columns on this
20 page, carrying to page 22, with one other column that
21 didn't print out on the same page. It has columns
22 titled date, reading, water, sewer, SJRA, slash LSGCD,
23 Reg fee, Late fee, and carrying to the next page the
24 last column says reconnect fee. It has rows --

25 Q. Ma'am, I know what the document has. The

1 question I asked --

2 A. You're asking me what I relied upon --

3 MR. ROMO: Objection, nonresponsive.

4 Q (By Mr. Romo) I'm asking you, the question was,
5 what information on these pages that you recited, 21,
6 23, 25 and 28 of control number -- Item No. 6 of the
7 document 46322, which -- what information from that did
8 you use to make the calculations to respond on behalf of
9 Playa Vista Conroe to the supplemental response to
10 discovery?

11 A. That is a much clearer question. Thank you.

12 So, as it relates to page No. 21, as
13 indicated in my paragraph 5, on Page 1, it says pages 4
14 through 7 of the attached exhibit are restated amounts
15 that were submitted by C&R Water on pages 21, 23, 25 and
16 28 of Control No. 46322, Item --

17 Q. I know what the document says, ma'am. My
18 question again --

19 A. For the record, these numbers have not been
20 changed by Playa Vista. These numbers purport to total
21 an amount due from Playa Vista of \$24,277.11. Playa
22 Vista disagrees with the accuracy of these calculations,
23 but pages 1 through 4 are nonetheless exactly what has
24 already been produced by C&R Water. That should have
25 said pages 4 through 7, it's pages 1 through 4 of the

1 exhibit.

2 Pages 4 through 7. So, we go to page 4,
3 and you can see --

4 Q. Let me stop you for a second.

5 A. You wanted me to tell you how these two
6 relate. Yes?

7 Q. I have another question.

8 A. I haven't answered the prior question.

9 Q. That's fine. I have another question to ask.
10 Then I'll go back to it. Again, I hate to remind you
11 but this is my deposition and I will ask questions along
12 the way as I deem fit; is that okay? Let's get that
13 understood, ma'am.

14 A. I will answer the questions that are asked.

15 Q. Thank you. That's all I'm asking you to do.

16 A. I was in the middle of doing so when I was
17 interrupted. Thank you.

18 MR. ROMO: Let's go off the record a
19 second.

20 (Off the record discussion)

21 MR. ROMO: Let's go back on the record.

22 Q (By Mr. Romo) I'll go back to that prior
23 question, ma'am.

24 A. Thank you. I would love to complete the
25 answer, given the opportunity.

1 Q. You said that you disagree with the accuracy
2 of the calculations.

3 What is basis of your claim that the
4 figures submitted by C&R Water are not accurate?

5 A. Well, to do that you have to go through the
6 pages of the exhibit that I prepared to show the
7 recomputed amounts due.

8 Q. And what did you base those recomputed amounts
9 on?

10 A. Okay. As indicated in the document, Control
11 No. 46322, Item No. 46, we can move to page 2 to answer
12 your question. And it says in paragraph 2 of page 2,
13 pages 11 through 13 of the attached exhibit are
14 recomputed amounts based on the water consumption
15 recorded on pages 8 through 10 that was extracted from
16 documents produced by C&R Water, including those
17 produced at Control No. 46322, Item No. 6, on pages 26,
18 66, 67, 68, 69, 77, and 79, and those produced at
19 Control No. 46322, Item No. 6, on pages 108 and 141.

20 Q. And who did the recalculations?

21 A. I was not finished with the prior answer.

22 Q. Okay. Go ahead, finish, ma'am.

23 A. Thank you. Pages 108 and 141 are the
24 governing tariffs that have been produced by C&R Water
25 in this matter. There is one page for each meter.

1 Q. To expedite this whole process, if the
2 document states that, I don't need you to reread it to
3 me. My question doesn't go towards what the document
4 says right there unless I ask you.

5 My question was, what is the basis for
6 you, you're saying you did the recalculation; is that
7 correct?

8 A. That is correct.

9 Q. Okay. So, you did, quote, "the
10 recalculation," and you're telling me that it was based
11 upon, what, the documents you that you cite on paragraph
12 2 on page 2 of this exhibit?

13 A. The recalculated amounts were based on the
14 water consumption recorded on pages 8 through 10 of
15 Control No. 46322, Item No. 6, that were produced and
16 extracted from C&R Water.

17 Q. And is that based on the 2-inch and 6-inch
18 meter?

19 A. The -- pages 8 through 10, you have to look at
20 pages 8 through 10 of my exhibit -- would you like me
21 walk you through it?

22 Q. Proceed.

23 A. Okay. Unfortunately, the copy that I've been
24 given does not include the highlighting that was
25 produced. So, this is going to be a little difficult.

1 I see you have a color coded version there.

2 Q. Do you need a color coded version for it to
3 work?

4 A. While I'm walking you through it. So, maybe
5 we can look at that together.

6 But if you look at page 8, it says 2-inch
7 meter, historical billings per billing records produced
8 by C&R Water. The orange highlighted items that you can
9 see, the source for those is Control No. 46322, Item No.
10 6, page 26. Here.

11 Do you want me to show you what numbers
12 were extracted exactly?

13 Q. Well, for purposes right now, you're saying
14 that page 6 of the unmarked exhibit, which is the
15 pleading by C&R Water, page 26 is used as the basis for
16 the information contained in page 8 of Exhibit 1; is
17 that right?

18 A. Page 26 is partially the base for the exhibit
19 on page No. 8. As further identified on page No. 8 at
20 the top, purple highlighted item stores is Control No.
21 46322, Item No. 6, pages 68 through 69.

22 Q. Okay. And are those pages present in this
23 document that you're saying is a partial?

24 A. The unmarked document, yes. I have my hand on
25 it in the unmarked document.

1 Q. Okay. So, those pages are present in that
2 document?

3 A. They are present. Further, so you can see the
4 yellow highlighted items and the purple highlighted
5 items -- or orange and purple.

6 Are there any items that are not
7 highlighted in orange or purple?

8 Q. No.

9 A. Okay. Then that --

10 Q. There is a whole center paragraph -- I mean
11 center column right here that's not marked. That's not
12 colored one way or the other.

13 A. I can't see that. Are there numbers there?
14 Do you need me to tell you where those came from?

15 Q. Can you see those numbers?

16 A. I can. Would you like me to tell you where
17 those came from?

18 Q. Yes, ma'am.

19 A. Okay. So, that appears to be the sum of the
20 first column, water, the second column, sewer, the third
21 column, SJRA, slash, LSGCD, the fourth column, rate fee.

22 If you want me to get out my calculator,
23 I can tell you whether the other two columns are
24 included? I can't do math in my head.

25 Q. You don't recall including them or did you

1 exclude them?

2 A. I would have to use a calculator to determine
3 whether those two columns were included or excluded.
4 Would you like me to do that?

5 Q. I'm just asking a very simple question.

6 Do you not recall making document page
7 No. 8 of Exhibit No. 1; did you make that document?

8 A. I did make that document.

9 Q. Do you not recall making the document?

10 A. I recall making the document.

11 Q. Do you recall whether you included those
12 figures or not?

13 A. I would have to check my formula to see
14 whether those figures are included. And as I just told
15 you, I'm very glad to do that if you would like me to do
16 so. I want to make sure my answers are completely
17 accurate, and I cannot remember off the top of my head.
18 So, I can recompute it or I can tell you that I can't
19 remember off the top of my head.

20 MR. ROMO: We'll take a break while you
21 do your calculations.

22 THE WITNESS: Sure.

23 (Short Break held)

24 Q (By Mr. Romo) Have you had time to make your
25 calculations, ma'am?

1 A. I did. So, they also include the total column
2 on page 8. Also includes the columns marked late fee
3 and reconnect fee.

4 Q. Okay. All those were based -- or included in
5 your calculations, correct?

6 A. All those are included in the column called
7 total on that page.

8 Q. Okay. Now it's your claim that the
9 calculations by C&R Water Supply using its tar -- and
10 using its charges to Playa Vista Conroe differ from your
11 figures; is that right?

12 A. Yes.

13 Q. Okay. And are you claiming that your figures
14 are the correct calculations?

15 A. I'm claiming that my figures are based on the
16 documents that have been produced by C&R Water in this
17 case that are referenced in my calculations.

18 Q. Okay. Now, do you have any proof that the
19 charges -- well, you're aware that in this case, one of
20 the complaints by Playa Vista Conroe is that C&R Water
21 Supply sent you the bill for under-billing for a
22 one-year period, correct?

23 A. I would not agree with that.

24 Q. Okay. Then how would you phrase it?

25 A. I would say that C&R Water sent Playa Vista a

1 bill for under-billing for a period that is not a
2 one-year period.

3 Q. It was from April of 2015 to April of 2016,
4 right?

5 A. I don't know. I would have to look at it.
6 Would you like me to look at it? It's right here.

7 Q. Yeah. Go ahead, look at it.

8 A. I think that is somewhere around Control No.
9 46322, Item No. 6, page -- Can you help me, Mr. Romo, I
10 don't know where the letter is. I'm looking for -- do
11 you have it?

12 MR. ROMO: Yes, ma'am. I marked Exhibit
13 No. 2.

14 (Exhibit 2 marked)

15 Q (By Mr. Romo) I'll show you a document marked
16 as Exhibit No. 2.

17 Do you recognize that document, Ms. Lee?

18 A. I can't say that I recognize the first page
19 actually. That wasn't the letter I was expecting you to
20 show me.

21 Q. What is that?

22 A. I don't know.

23 Q. What does the front page say?

24 A. The front page is -- appears to be a letter on
25 C&R Water Supply's letterhead, it is dated August 16,

1 2016. It's addressed to Morgan Multi-Family Playa Vista
2 Complex at an address in The Woodlands, Texas. That
3 appears to be the address of Playa Vista's management
4 company. Indicates it was sent by certified mail.

5 And it says: "To Whom It May Concern.
6 Please find enclosed a revised billing for each meter
7 located at Playa Vista. I have included the meter
8 readings for each meter. I have also included an
9 amortization schedule should you need to make payments.
10 The PC requires that we give you up to 12 months to pay
11 with 10 percent interest. Please contact our office at
12 the number above should you have any questions. Thank
13 you. Richard Wagner."

14 Q. Do you recognize that document?

15 A. I do not recognize this document.

16 Q. Do you recognize the calculations that are on
17 the billing for the -- for that document?

18 A. I cannot attest that I recognize these
19 calculations exactly. They appear consistent with the
20 attachments that were on a prior letter that I do recall
21 seeing. But I can't say for sure since I have never --
22 I do not have any recollection of having received this
23 letter.

24 Q. You don't recall receiving that email from me?

25 A. I do not recall -- I don't recall -- I recall

1 a different letter. I do not recall this letter.

2 Q. Originally, Playa Vista was sent -- Playa
3 Vista Conroe was sent billing for one year under bill
4 period, and that was sent -- and you responded to that;
5 is that correct?

6 A. Initially, Playa Vista received a letter in
7 August of 2016, that indicated something like -- since
8 you don't seem to have the letter -- something like that
9 C&R Water had identified some under-billing and, you
10 know, payment was due immediately. And there were some
11 spreadsheets that looked similar to the support on No.
12 2.

13 I can't verify that they're the exact
14 numbers, but when you're talking about one year, that's
15 where we're having a disconnect because this goes from
16 April to April, and the letter was sent in August.

17 So, when we're talking about one year, my
18 expectation would be, you know, September to August, not
19 April to April.

20 Q. Well, ma'am --

21 A. You're asking me a question. I'm just
22 answering your question.

23 Q. No.

24 A. Yes.

25 Q. In your response, the supplemental response,

1 you made claim that the one-year period for
2 under-billing has to be from the date that the notice to
3 Playa Vista was given the notice; is that right?

4 A. That's my understanding of the rules.

5 Q. What's that based on? What rule are you
6 citing when you say that that is the rule that has to be
7 used to make the under-billing?

8 A. Do you have a copy of the PUC rules regarding
9 under-billing?

10 Q. Yes, ma'am, I do.

11 A. Great.

12 MS. JOHNSON: Is this letter filed under
13 PUC exchange at all?

14 MR. ROMO: The letter that I handed her
15 is something that is included in all the voluminous
16 documents that we filed, yes.

17 MS. JOHNSON: For some reason, I don't
18 see it. Do you know which item number it would be?

19 MR. ROMO: I do not off --

20 MS. JOHNSON: I haven't seen -- to my
21 recollection, I don't know if this is filed under PUC.

22 Q (By Mr. Romo) There was original letter sent,
23 correct, asking for one year billing period, and then a
24 subsequent revised letter was sent to Playa Vista for
25 under-billing; isn't that correct?

1 A. I will agree with you that in August there was
2 an initial letter that was sent, and after C&R
3 determined that the numbers that were on the attachment
4 to that letter were completely wrong, there was a
5 revised letter sent that purported to correct the
6 under-billing. This letter that you have given me as
7 Exhibit No. 2 is neither of those.

8 MS. JOHNSON: What item number is this
9 letter?

10 MR. ROMO: It was not an item, ma'am. It
11 is not an item number. It is a letter that was sent to
12 Playa Vista Conroe.

13 MS. JOHNSON: What date is on the letter?

14 THE WITNESS: August 16 of 2016.

15 MR. NOVACK: Les, is it located on any
16 item number in that interchange?

17 MR. ROMO: The actual letter itself, it
18 was not. The same information was provided to Ms. Lee
19 by email by me.

20 Q (By Mr. Romo) I'll show you what is -- let's go
21 ahead and mark this as Exhibit 3.

22 (Exhibit 3 marked)

23 A. I'm not saying that this letter was never
24 sent, I'm saying I don't recall ever seeing it.

25 Q. This is Exhibit 3, which is docket item No. 6

1 in docket 46322. And I'll direct your attention to page
2 20, 19.

3 Do you recall receiving this email from
4 me, ma'am? It's dated here.

5 A. So, this document that's now Exhibit 3 is the
6 one that we weren't putting on the record before is now
7 on the record --

8 Q. Ma'am, this is marked as Exhibit 3.

9 A. -- I'm -- and for the record, the deficiencies
10 are still noted, right, of this document?

11 Q. There were pages intentionally omitted because
12 they were redundant and had nothing to add to this. So,
13 yes.

14 A. Thank you. Just for the record.

15 What would you like me to look at on page
16 19?

17 Q. Is that an email from me to you, ma'am? Do
18 you recognize that --

19 A. It looks like a series of emails.

20 Q. Correct. Do you not see the email from you
21 that says specifically that these are revised figures at
22 the very top of the page?

23 A. The email from me? Which email?

24 Q. Do you see that?

25 A. That's an email from you.

1 Q. And who is that to?

2 A. To me. You said from me.

3 Q. No, I said from me to you, ma'am.

4 A. Okay. I misheard.

5 Q. Very easy. Okay. Very simple.

6 And is there a date on that?

7 A. There is.

8 Q. What is the date?

9 A. Tuesday, September 6, 2016 at 11:29 a.m.

10 Q. And that's page 19 of Exhibit 1, correct -- I
11 mean Exhibit 3, correct?

12 A. That is page 19 of Exhibit 3.

13 Q. And it says, Ms. Lee, in an effort to make
14 sure the figures are correct, Ms. White reviewed the
15 figures and recalculated and sent you a revised billing,
16 correct?

17 A. That's what the email says.

18 Q. Now --

19 A. May I ask you, how does this relate to this?
20 Are you saying that that's this letter?

21 Q. That's correct.

22 A. Okay.

23 Q. These are the calculations you received,
24 ma'am?

25 A. As attached to the email?

1 Q. That's correct.

2 A. I don't know. You produced these documents.

3 Q. Do you recall receiving the email in September
4 of 2016 with those figures, ma'am?

5 A. Well, these are the figures that I used to
6 produce my supplemental production.

7 Q. Okay. So, then, in fact, you did, you
8 received those figures?

9 A. I -- yes, I did.

10 Q. Thank you.

11 A. But that's not figures that are on that
12 letter, let's be clear, because you're messing this up.
13 On Exhibit 2, that is not these figures. Okay. Just --

14 Q. Did I say that they were, ma'am?

15 A. You're implying that. So, I just wanted --
16 for the record.

17 MR. ROMO: Objection, nonresponsive.

18 THE WITNESS: For the record.

19 Q (By Mr. Fenner) Did you or did you not receive
20 the email of September 16, 2000 -- September 6, 2016
21 from me that listed on Exhibit No. 3, page 19, page 20,
22 and then the accompanying figure calculations from C&R
23 Water Supply Corporation?

24 A. Which page are you purporting to?

25 Q. Very simple, ma'am. We'll go through it,

1 we're ending it at page 28.

2 A. Yes.

3 Q. You did get those?

4 A. I did.

5 Q. Those are what you used, you claim, to make
6 your calculations that you put into supplemental
7 response to discovery by C&R Water Supply?

8 A. In part.

9 Q. In part?

10 A. Yes.

11 Q. What else did you use?

12 A. Okay. So, as was already explained to you, on
13 Page 1 of Exhibit No. 1, which is also Control No.
14 46322, Item No. 46, paragraph 5, pages 4 through 7 of
15 the attached exhibits are restated amounts that were
16 submitted by C&R Water --

17 Q. Okay. I'm going to stop you right there.

18 A. -- that's those pages.

19 Q. Okay. I'm going to stop right there.

20 A. Then there's a lot more that was used for
21 those calculations as I've already testified.

22 Q. And your claim is that these calculations are
23 not in compliance with what you determined to be the
24 calculations, right?

25 A. That's right.

1 Q. Just -- without belaboring this point, I'm
2 going to show you page 21 of Exhibit 3, the billing
3 starts April of 2015, right?

4 A. That's what it says.

5 Q. And it goes to April 2016, right?

6 A. That's what it says.

7 Q. Is that not a one-year period?

8 A. That is not a one-year period.

9 Q. How is that not a one-year period?

10 A. That is 13 months. April to April is 13
11 months.

12 Q. Okay. So one additional month was included,
13 but a one-year period was included, right?

14 A. It was not a one-year period from the date of
15 the letter.

16 Q. Ma'am --

17 A. It is a 13-month period.

18 Q. I appreciate it wasn't from the date of the
19 letter, but it was by discovery of the under-billing by
20 C&R Water Supply, right?

21 A. It is a 13-month period.

22 Q. Okay. And it's for the under-billing that was
23 sent to C&R Water Supply, right?

24 A. It was the support that was sent to the cover
25 letter for the demand for payment by C&R Water.

1 Q. And your calculations show, according to you
2 in Exhibit No. 1, you claim that there was a 3,000 -- or
3 \$9,000 figure that would be paid, right?

4 A. After going through all the calculations, I
5 arrived at recomputed total --

6 Q. On page 2 --

7 A. On page 14 -- or you can look at page 2, it's
8 in --

9 Q. It's in your response, yes.

10 A. But it's on the spreadsheet too.

11 Q. I'm directing you to page 2 of Exhibit 1.

12 A. Page 2 of Exhibit 1.

13 Q. It says: Paid amounts based on the usage
14 entered is \$9,660.54, correct?

15 A. Yes. Paragraph 4, finally, page 14
16 summarizes --

17 Q. Ma'am, I'm asking you yes-or-no-questions.

18 A. The total is \$9,660.54.

19 Q. And why has that amount not been paid by Playa
20 Vista is that is -- by Playa Vista Conroe to my client
21 since that is your testimony of what the amount should
22 be?

23 A. Is your client agreeing that that's the amount
24 that's do?

25 Q. I'm not saying that one way or the other.

1 I'm saying, why has that amount not been
2 paid if that's what your calculations show should be
3 paid?

4 A. This is a production by Playa Vista --

5 Q. Ma'am --

6 A. I am answering the question.

7 This is a production of Playa Vista of
8 our interpretation of the rules and the amounts that
9 would be due. As you know, in this case, the PUC is the
10 ultimate determination of what the rules are and how
11 they should be applied.

12 Q. No, ma'am --

13 A. This is our production.

14 Q. I do not know that.

15 A. This is our production.

16 Q. What I am hearing --

17 A. If C&R Water would like to take our number --

18 Q. Has that been made a settlement offer to my
19 client?

20 A. Would you client like it to be made as a
21 settlement offer?

22 Q. Ma'am, my question was a yes-or-no-answer.

23 Has that amount been offered to my client
24 to settle this case; yes or no?

25 A. Settlement discussions have not been initiated

1 in this case.

2 Q. Okay. So, no attempt to make that payment to
3 my client has been made, that you're aware of, correct?

4 A. Correct.

5 Q. Okay. But you're saying that's the amount
6 that at least -- the very least that's the amount that
7 should be paid to my client?

8 A. I'm not saying that.

9 Q. Isn't that based upon your calculations?

10 A. I am not an expert in calculating water and
11 sewer. Clearly --

12 Q. Wait a minute, ma'am.

13 A. -- not as your client with all the errors that
14 have been involved here.

15 Q. You undertook to make recalculations. You
16 made a testimony. You have submitted discovery
17 responses on behalf of Playa Vista Conroe based on your
18 calculations, right?

19 Yes or no?

20 A. Your discovery request asked me for my
21 calculations. That is what I'm producing here.

22 Q. Did you or did you not make those
23 calculations?

24 A. I made the calculations.

25 Q. Okay. You had in one pleading that you are,

1 what, a certified -- are you a certified accountant?

2 A. I'm a certified public accountant.

3 Q. So, you're not qualified to make calculations
4 as a certified public accountant?

5 A. I am not an expert in the reading,
6 interpretation and application of PUC rules governing
7 sewer and water billings or the application of tariffs.

8 Q. So, that being said, then we can discount and
9 ignore your calculations contained in the response by
10 Playa Vista to discovery, correct?

11 A. The calculations are meant to inform.

12 Q. No, ma'am.

13 A. Your client and the PUC of our reading and our
14 interpretation of the rules. We are not putting
15 ourselves forward as experts on the interpretation of
16 the rules. We never have and we never will.

17 Q. Then --

18 A. But your client has changed its calculations
19 many times, so how can we rely on those?

20 Q. No, ma'am, that's not --

21 A. We cannot rely on those.

22 MR. ROMO: Objection, nonresponsive.

23 Q (By Mr. Romo) You have submitted a figure that
24 you claim should being utilized for the calculation of
25 the amount owed, but you're saying that you have no

1 background, educationally, training, et cetera, to make
2 those calculations is what you're saying; is that
3 correct?

4 A. What I said on page 1 of Exhibit No. 1, in my
5 response, which is paragraph No. 2, it says --

6 Q. No, ma'am, I'm not asking you that.

7 A. It says very clearly: "In any event, if the
8 PUC and/or SOAH determines that the 6-inch meter should,
9 in fact, be billed at the full tariff rate, Playa Vista
10 has computed the correct amount due which totals
11 \$9,660.54."

12 Okay. We are not admitting that those
13 should be billed. We said if the PUC determines.

14 Q. Okay.

15 A. There is no admission that we agree with that
16 determination in advance.

17 Q. What are you basing --

18 A. The calculations are predicated on a potential
19 interpretation of the rules by the PUC that that meter
20 should be billed at the tariff rate.

21 Q. Okay. Let's go to -- and do you have any
22 proof that the bills from my client, C&R Water, to Playa
23 Vista Conroe are not according to its tariffs?

24 A. I do.

25 Q. What is that proof?

1 A. We would have to look at the tariff. Would
2 you like to do that?

3 Q. I can -- you have the tariffs right there in
4 Exhibit No. 3, ma'am.

5 A. Okay. So, looking at the tariffs, pages 108
6 and 141 are the governing tariffs. This is Control No.
7 46322, Item No. 6. So, let's go to page 141, which is a
8 document that was produced by you that says: Water
9 Utility Tariff, Page 2C, C&R Water Supply, Inc.,
10 Bridgepoint subdivision, Clear Water Cove, Inc. --

11 Q. We don't have to read the whole document. It
12 says what it says.

13 A. Okay. Are we in agreement that this is the
14 tariff, you guys produced it?

15 Q. That is a -- one of the tariffs, yes.

16 A. Is this the governing tariff? This is the
17 only water tariff that was produced.

18 Q. No, ma'am, there was several.

19 A. Is this the governing tariff? This is the
20 tariff that was produced in your reply to --

21 Q. Utilizing that tariff, what are you saying is
22 incorrect for the billing purposes?

23 A. Well --

24 Q. And what is -- before you answer that, what is
25 the basis that you're not an expert in calculating water

1 charges and sewer charges as you just stated? What is
2 your basis for claiming that the billing for my client,
3 that has been in the business for over 15 years, is not
4 according to this tariff?

5 A. If your client was such an expert at billing,
6 then we wouldn't be here because there wouldn't be any
7 adjustments or corrections as the case may be.

8 Q. Have you ever --

9 A. Your client clearly made a mistake.

10 Q. Has your --

11 A. So --

12 Q. Have mistakes never been made by anybody?

13 A. But you're telling me your client is an expert
14 and I'm just supposed to take carte blanche whatever they
15 say. And clearly, they've been proven to not be such an
16 expert at an application of these rules because we've
17 had now several rounds of corrections.

18 Q. No, ma'am. You've had one correction of
19 revised billing.

20 A. No, we've had two.

21 Q. No, ma'am. We had one.

22 A. We have had two. Would you like me to point
23 you to the documents?

24 Q. What I'd like you to do is tell me what is the
25 basis of your testimony if you're not an expert in

1 knowing how to do calculations of water and sewer
2 charges, as you've testified?

3 What is the basis for your claim that my
4 client is incorrect?

5 A. My testimony is that I am not an expert in the
6 interpretation and the application of the rules
7 governing water and sewer billing. My testimony is not
8 that I can't take a number from a page and put it into a
9 spreadsheet and multiply it by a volume and calculate an
10 amount, that I can do, and that I did do.

11 Q. All right.

12 A. You were asking me what the differences are on
13 how the tariff was not applied. Would you like me to
14 respond?

15 Q. Ma'am, I want you to respond to my question.

16 A. That was your question.

17 MR. ROMO: Nonresponsive, objection.

18 THE WITNESS: That was your question.

19 MR. ROMO: Objection, nonresponsive.

20 THE WITNESS: I understand why you don't
21 want me to answer that.

22 MR. ROMO: Objection, nonresponsive.

23 Q (By Mr. Romo) Are your -- is Playa Vista Conroe
24 claiming that this case that my client did not charge
25 the water usage by Playa Vista Conroe for the 6-inch

1 meter?

2 A. I think that's been made clear in the filing.

3 Q. Ma'am, that's a yes or no question.

4 A. Playa Vista disputes that the base rate should
5 be applied to the 6-inch meter that is used solely for
6 the fire servicing on the complex.

7 Q. And what is your basis for claiming that it is
8 only for fire purposes?

9 A. My basis for claiming that is only for fire
10 purposes is the fact that that's all it's used for.
11 That's why you see zero gallons flowing through it
12 except for when the hydrants are tested on a monthly
13 basis.

14 Q. Isn't it also used for pressure so that there
15 is water service on the upper floors of the Condominium
16 Complex?

17 A. No, if it were used for the upper floors, then
18 you would see gallons flowing through it.

19 Q. Isn't there a monthly charge for the water
20 usage for the 6-inch line?

21 A. Have you looked at the usage on the 6-inch
22 line? I don't think you have. It's basically zero.

23 Q. Your claim is no. You're claiming that
24 there's never any use of water for the 6-inch line other
25 than fire purposes; is that your claim?

1 A. That is my claim.

2 Q. Okay. That is based upon what?

3 A. The usage reports. Your own meter readings
4 that you produced.

5 Q. Okay. And you're an expert -- wait a minute,
6 you're not an expert at reading. So how would you know
7 what the charges are for since you're not an expert at
8 reading what is and what's not calculated in a utility
9 charge?

10 A. I can read a usage report and see that the
11 usage is zero. I can actually calculate zero.

12 Q. Point to me where it is zero on the billing
13 that you've got which is Exhibit No. 3.

14 A. Pardon me?

15 Q. Show me where the billing is zero.

16 A. On what exhibit?

17 Q. Exhibit No. 3, pages number -- it starts on
18 page 21 and the 6-inch meter here, according to page 23
19 of Exhibit No. 3, does that show a zero usage on the
20 6-inch meter?

21 A. Well, it shows --

22 Q. Does it show a zero usage, ma'am? That's a
23 yes-or-no-answer.

24 A. It shows usage that is consistent with the
25 testing of hydrants as I've already testified.

1 MR. ROMO: Objection, nonresponsive.

2 Q (By Mr. Romo) Did it show a zero usage; yes or
3 no?

4 A. In month one, it shows a usage of 7.0. In
5 month two, it shows a usage of 5.0 --

6 MR. ROMO: Objection, nonresponsive.

7 Q. (By Mr. Romo) I'm directing your attention to
8 that document.

9 A. Yes, I see the document.

10 Q. Then answer my question, ma'am.

11 A. The answer is it shows a usage consistent with
12 the testing of fire hydrants on a monthly basis --

13 MR. ROMO: Objection, nonresponsive.

14 Q (By Mr. Romo) Does it show a zero usage; yes or
15 no?

16 A. It does not.

17 Q. Thank you.

18 A. Which is consistent with the testing of the
19 fire hydrants --

20 MR. ROMO: Objection, nonresponsive, to
21 the latter part of her answer.

22 THE WITNESS: Thank you.

23 Q (By Mr. Romo) Are you personally present every
24 time that the water --

25 A. Can you please keep these together? That's

1 all part of Exhibit 3. You should probably put that all
2 together so it doesn't get misplaced. There's a large
3 clip right there.

4 Q. The claim of winter averaging, did my client
5 not include what you're averaging in these calculations?

6 A. Excuse me?

7 Q. Did or did not my client include winter
8 averaging when it made the charge for the under-billing?

9 A. I don't know which charge you're referring to.

10 Q. Okay. I don't -- I've had a copy of Rule
11 24 -- let's see, it's 24.87 on billing. I don't have a
12 copy of that handy. Maybe you can pull that up, I'm
13 going to ask her about that in just a second.

14 Let me ask you this: How long have you
15 lived at the Condominium Complex, Playa Vista Complex?

16 A. I can't tell you for certain.

17 Q. Have you lived there over five years?

18 A. Yes.

19 Q. Okay. During that five-year period are you
20 familiar with where the sewer lift station is located?

21 A. No.

22 Q. You've never seen the sewer lift station?

23 A. Never have -- or not -- if I have, I didn't
24 know what it was. I'm not familiar with the sewer lift
25 station.

1 Q. Isn't it in fact located on Playa Vista
2 property?

3 A. I have no idea. I don't even know what it
4 looks like. I've never seen it.

5 Q. Okay. If I were to purport to you that the
6 sewer lift station is located at the Playa Vista
7 property, would you have an objection to that?

8 A. I cannot say one way or the other whether it's
9 on the property. I have no idea.

10 Q. All right. You are aware that Playa Vista
11 Complex, the Condominium Complex, is outside of C&R
12 Water Supply, CCN boundary, correct?

13 A. I'm aware that C&R Water Supply has testified
14 to that.

15 Q. You've been provided copies of CCN maps, have
16 you not?

17 A. Yes.

18 Q. Did you see where Playa Vista was located
19 versus where this boundary is, CCN?

20 A. I am not an expert on where boundaries start
21 and/or where Playa Vista's property line starting is.

22 (Exhibit 4 marked)

23 Q (By Mr. Romo) I'll show you a document marked
24 Exhibit No. 4. It's a portion of the sewer CCN area.

25 Do you see where Playa Vista is marked?

1 A. Yes.

2 Q. Is it not, in fact, outside of the boundary --
3 CCN boundary for C&R Water Supply?

4 A. Is that this little area that has the zigzag
5 lines through it?

6 Q. That is correct, ma'am.

7 A. If Playa Vista is properly marked and if the
8 CCN service area is properly marked, then it appears
9 from this map on Exhibit 4 that Playa Vista is outside
10 of the CCN.

11 Q. Okay. So -- but you're not familiar with the
12 location of the sewer lift station; is your testimony?

13 A. I am not.

14 Q. Okay. But if it was on -- let's make that
15 assumption, that it's on the property --

16 A. You want me to presume that it's on the --
17 which property?

18 Q. The Playa Vista Conroe Condominium Complex
19 property.

20 Yes or no?

21 A. I understand what you're asking me to presume.

22 Q. Okay. So, I'm asking you is that -- if --
23 I'll start again.

24 If the -- for purposes of Exhibit No. 4
25 which shows the CCN boundary for C&R and it shows the

1 location of the Playa Vista Complex, the Playa Vista
2 complex is outside of C&R Water's CCN boundary, correct?

3 A. That's been asked and answered. Right.

4 Q. Okay. I'll ask you again.

5 To be clear for --

6 A. I will respond again. According to Exhibit 4,
7 if the C&R Water Supply, Inc. CCN service area, which is
8 noted on Exhibit 4 with an area with a dark boundary
9 with a zigzag line through it, if that is correct and if
10 the Playa Vista, which is marked with a handwritten
11 square that says Playa Vista, is correct, then if those
12 are correct, then I would agree that Playa Vista is
13 outside of 2097 C&R Water Supply, Inc. CCN service area.

14 Q. And then if the sewer lift station is located
15 on Playa Vista Conroe property, that would mean the
16 sewer lift station is outside of C&R Water Supply CCN
17 boundary, correct.

18 A. Correct.

19 Q. What is your basis, if any, for requesting
20 that C&R Water Supply maintain the sewer lift station?

21 A. The basis for that is the fact that C&R has
22 maintained a lift station since before anyone can even
23 remember, and Playa Vista is very confused as to why C&R
24 would suddenly, in the middle of this case, threaten to
25 discontinue service to Playa Vista unless Playa Vista

1 takes over responsibility for the maintenance of the
2 lift station.

3 Q. Okay. There's no threat, ma'am.

4 A. That was a threat, yeah.

5 Q. You took it as a threat and it's not stated or
6 referenced as one.

7 Since the sewer lift station is on Playa
8 Vista private property, and there's no document that I'm
9 aware of -- are you aware of any documentation that says
10 anywhere that C&R Water Supply owns that sewer lift
11 station?

12 A. I have a problem with your question because
13 you said since it's located on Playa Vista property, and
14 we've already established that I cannot testify to that
15 as a fact.

16 Q. Okay. Do you have any documentation of any
17 kind that is shows that C&R Water Supply Corporation --
18 C&R Water Supply, Inc. owns the sewer lift station?

19 A. I do not.

20 Q. Do you have any document that would show that
21 C&R Water Supply, Inc. ever owned the sewer lift
22 station?

23 A. I do not.

24 Q. So, the premise for your objection to C&R
25 Water Supply, Inc. not maintaining -- to maintain a lift

1 station is because you claim it has managed and operated
2 a lift station in the past, correct?

3 A. The premise is --

4 Q. That's a yes-or-no-answer, ma'am.

5 A. Can you repeat the question?

6 Q. Your objection to C&R Water Supply, Inc. no
7 longer maintaining the lift station and operating it is
8 because you claim that it has operated and maintained it
9 in the past; is that your claim?

10 A. In part.

11 Q. What's the other part?

12 A. As I stated, that C&R Water is and has used
13 the maintenance of the lift station as a threat to
14 discontinue service to the property.

15 Q. You have no foundation for that whatsoever, do
16 you?

17 A. I do.

18 Q. What's your foundation?

19 A. Well, you're the one with all the documents.

20 Q. No, ma'am. What's your foundation? You just
21 made a claim, I want to know your foundation.

22 A. The correspondence that was sent to Playa
23 Vista that said if you don't -- in essence, if you don't
24 immediately assume responsibility for the lift station,
25 we're not servicing you anymore.

1 Q. No, ma'am. What document ever said that from
2 my client?

3 A. I'm not the one that's providing documents for
4 this deposition. You should have the document and you
5 can show it to me and I'll tell you that's -- yes,
6 that's the one.

7 Q. You're the one that just made a claim that my
8 client sent you some threatening letter --

9 A. No, I said your client threatened in
10 documents. I did not say the word "letter."

11 Q. Which document are you referring to?

12 A. The documents that were attached to the
13 emergency motion to the SOAH to prohibit discontinuation
14 of the services on that basis.

15 Q. And did that letter not, in fact, state that
16 your -- that C&R Water, Inc. was tendering the
17 maintenance and operation over to Playa Vista Conroe and
18 would no longer perform the services of maintaining and
19 servicing that?

20 A. And if the services were not provided by Playa
21 Vista, that the water and sewer service would be shut
22 off by C&R for failure to comply with whatever various
23 and sundry regulations that were referenced.

24 Q. In fact, did the letter not state --

25 A. If you want me to testify about the letter,

1 you need to show me the letter so I can refresh my
2 memory on the letter.

3 Q. Well, you seem to be making all kinds of claim
4 of what this letter contained, but you said you don't
5 know it. So, what you're doing is you're shooting from
6 the hip. You don't really know what the letter said.

7 A. I'm testifying as to my recollection of the
8 contents of the correspondence.

9 Q. Just your recollection?

10 A. It has been produced in this case -- it has
11 been produced exactly in this case as exhibit to the
12 emergency motion and the judge, the PC and you can
13 review those. I'm testifying as to my recollection
14 since you don't seem to have the letter here for me to
15 testify to exactly.

16 Q. All right. Ma'am --

17 A. You're asking me about a letter that you're
18 not letting me see. I'm not testifying.

19 Q. No, you're making testimony about an alleged
20 letter that you claim exists, that you claim to receive
21 --

22 A. I said correspondence.

23 Q. Correspondence.

24 A. I did not say letter. I said correspondence.

25 Q. Okay. How do you mean -- what's the

1 difference between correspondence and a letter?

2 A. Well, when you write an email, do you consider
3 that a letter? I don't.

4 Q. So, you're claiming there was email
5 correspondence --

6 A. I don't remember if the correspondence was
7 emails or letters. I don't remember. I'm telling you
8 there was correspondence. I'm telling you it was
9 produced in this case. And I'm telling you if you want
10 me to testify about the exact black and white words of
11 that correspondence, you need to show it to me so I can
12 refresh my recollection.

13 Q. I never said I wanted you to testify to the
14 exact -- I'm asking your memory, ma'am. You're the one
15 testifying, you're making claims and allegations about
16 an alleged letter and/or alleged correspondence claiming
17 that you remember what it says but, in fact, you're now
18 stating that your memory may be faulty?

19 A. I am answering your question, and I remember
20 very clearly that they said that Playa Vista had to take
21 over servicing of the lift station, and that if Playa
22 Vista didn't, they were going to disconnect services.
23 And that's why we have on file a motion to prohibit
24 disconnection of services on that basis, and an order
25 prohibiting disconnection services on that basis.

1 Q. Yes, ma'am. All right. And again, I go back
2 to, other than your claim that you state that Playa
3 Vista had maintained and operated the sewer lift
4 station, you have no other documents, that you're aware
5 of, that support your claim -- or support Playa Vista's
6 claim that it should continue to operate and maintain
7 the sewer lift station, correct?

8 A. That's correct.

9 Q. If, for presumption sake, if the sewer lift
10 station is owned by Playa Vista Conroe, would it not be
11 reasonable for Playa Vista Conroe to operate and
12 maintain its own sewer lift station?

13 A. I cannot answer that question.

14 Q. And why can you not?

15 A. Because I will not agree to that presumption.

16 Q. Why would you not agree to that presumption?

17 A. Because I don't know who owns the lift
18 station.

19 Q. If Playa Vista Conroe owns the sewer lift
20 station, should it not maintain and operate its own lift
21 station?

22 A. Irrespective of who owns the sewer lift
23 station, Playa Vista is respectfully asking the PUC to
24 weigh in on how this needs to work based on the rules
25 that govern these things in the public interest.

1 Q. In the public interest, I see.

2 Is Playa Vista Conroe claiming that there
3 was an agreement between the developer of the Playa
4 Vista Complex and C&R Water Supply, Inc. that would
5 require it to maintain the sewer lift station?

6 A. C&R, Inc. is the one that has brought up this
7 agreement with the developer about all of these things.

8 And as I have testified previously, I had
9 no knowledge about that agreement. That was before I
10 owned any property at the complex.

11 Q. Okay. So, you're not claiming that there is
12 any such agreement?

13 A. I am claiming that I am not personally aware
14 of any such agreement.

15 Q. Okay. In fact, in your testimony in the rate
16 case that you filed against C&R Water Supply, Inc., you
17 testified that the agreement could not have happened
18 before 2011 if there was such an agreement, right?

19 A. You seem to be recollecting my testimony off
20 the top of your head. I'm very glad to review any
21 testimony and opine on that.

22 Q. Okay. Where did I put that?

23 (Exhibit 5 marked)

24 Q (By Mr. Romo) I'll show you what's been marked
25 as Exhibit No. 5.

1 Do you recognize that document at all,
2 Ms. Lee?

3 A. Has a label that says Control No. 45506, Item
4 No. 22. It is a two-page document that is titled:
5 Regina Lee, Responses to Commission Staff First Request
6 For Information. Question No. Staff 1 through 1 -- 1-1
7 through Staff 1-2.

8 Q. Is your signature on page 2 of the document?

9 A. My signature is on page 2 of the document. My
10 signature is dated May 4th, 2016.

11 Q. Is that not a fact the first two pages of
12 Regina Lee's responses to Commission Staff First Request
13 For Information, Questions No. Staff 1-1 through Staff
14 1-2?

15 A. I think I already read that into the record.

16 Q. Okay. So, is this a copy -- the first two
17 pages of your testimony and/or the discovery responses
18 in the rate case that you filed against C&R Water
19 Supply?

20 A. This appears to be the first two pages of a
21 discovery request response in the PUC Docket No. 45506
22 rate case -- customer rate case.

23 Q. Okay. And you filed that in that case,
24 correct?

25 A. I did file that.

1 Q. Okay. Let me direct your attention to page 2.

2 A. Yes.

3 Q. Third paragraph down.

4 A. Okay.

5 Q. Could you read that, please, out loud.

6 A. Based on the above, it is not possible that
7 the capital A, Association entered into any agreements
8 prior to 2011 with C&R Water pertaining to the issues in
9 this case unless that alleged agreement was executed by
10 Mr. Morgan slash, MRI Playa Vista as the Declarant,
11 capital D, Declarant, and sole capital B, Board member
12 of the capital A, Association at that time.

13 Q. Okay.

14 A. Essentially, until change in capital D,
15 Developer Control in 2011, comma, capital A, Association
16 and the capital D, Developer were one and the same.

17 Q. So, you're not aware of any agreement between
18 the capital D, Developer and C&R Water Supply related to
19 the operation of the sewer lift station, correct?

20 A. Prior to 2011, as is consistent with my
21 discovery production in the prior case.

22 Q. Okay. Are you aware of any agreement after
23 2011 between the developer and C&R Water Supply related
24 to sewer lift station?

25 A. I am not.

1 Q. Okay. You asked earlier for a review of the
2 rules related to billing. It states that the
3 under-billing can be provided for a 12-month period; is
4 that correct?

5 A. I still have not seen the rule.

6 Q. I'll show you.

7 A. Is this an exhibit?

8 Q. No, ma'am. It's a rule. You don't make it an
9 exhibit.

10 A. Okay. So, we have Chapter 24, substantive
11 rules applicable to water and sewer service providers,
12 Subchapter E, Consumer Service and Protection, Section
13 24.87, billing.

14 Mr. Romo is pointing me to paragraph --
15 Subchapter E, Customer Service and Protection, it looks
16 like he's pointing me directly to little h, over-billing
17 and under-billing.

18 Q. Where in there --

19 A. I haven't read it yet. So, if billings for
20 utility service are found to differ from the utility's
21 lawful rates for the services being provided to the
22 customer or if the utility fails to bill the customer
23 for such services, a billing adjustment shall be
24 calculated by the utility.

25 If the customer is due a refund, an

1 adjustment must be made for the entire period of the
2 overcharges. If the customer was undercharged, the
3 utility may back bill the customer for the amount that
4 was under-billed.

5 The back billing may not exceed
6 12 months, unless such under charge is a result of meter
7 tampering, bypass or diversion by the customer as
8 defined in Section 24.89 of this title, paren, relating
9 to meters, closed paren. If the under-billing is \$25 or
10 more, the utility shall offer to such customer a
11 deferred payment plan option for the same length of time
12 as that of the under-billing.

13 In cases of meter tampering, bypass or
14 diversion a utility may, but is not required, to offer a
15 customer a deferred payment plan.

16 Q. Okay. Where in there does it state that the
17 under-billing should begin in August of 2016 as opposed
18 to April of 2015?

19 A. It says: If billings for utility service are
20 found to differ from utility's lawful rates, so on and
21 so forth, the back billing may not exceed 12 months.

22 My interpretation of that provision is
23 that is 12-months from the date that the utility
24 services finds that the billings differ from the
25 utility's lawful rates.

1 Q. So, if --

2 A. It can't just pick any total period they want
3 because, remember, in this case, C&R Water started
4 correcting the bills --

5 MR. ROMO: Ma'am, objection;
6 nonresponsive.

7 A. -- prior to August. That's why you guys
8 picked this 12 months, because it's the greatest
9 12 months.

10 MR. ROMO: Objection; nonresponsive.

11 A. You can't cherry pick any 12 months you want.
12 That's not --

13 MR. ROMO: Objection; nonresponsive.

14 Q (By Mr. Romo) Did you go to law school?

15 A. I did not.

16 Q. So, what is your legal basis for reading and
17 interpreting a statute, ma'am?

18 A. I don't have a legal basis. That's why we're
19 here, for the PUC to weigh in on what the legal basis is
20 of the interpretation of their own rules. I'm reading
21 as a lay person, and I read 12 months from the date you
22 guys identified the error. You're not allowed to
23 correct it for four months and then pick the 12 months
24 before that, that's -- to me that calculates out to 16
25 months. And I'm just a lay person.

1 Q. This is correct, you are.

2 The question is, just so I understand
3 this 12-month period that you chose when you submitted
4 your calculation, where did you start that 12-month
5 period?

6 A. I would need to refer to Exhibit No. 1 for
7 that, which is Control No. 46322, Item No. 46 --

8 Q. We already know what the exhibit is, ma'am.

9 A. And if you look at pages 11, 12, 13, and 14,
10 you will see that I started in August of 2015.

11 Q. Based on what?

12 A. Based on the date that the error was -- the
13 alleged error was identified by C&R Water and noticed to
14 Playa Vista, August of 2016.

15 Q. Let me stop you, ma'am.

16 What information, if any, do you have to
17 determine when C&R Water discovered the under-billing?

18 A. I have the letter from Mr. Wagner.

19 Q. You have the date of the letter, ma'am, but do
20 you have any information whatsoever, direct knowledge,
21 of when C&R Water discovered that it had under billed
22 Playa Vista Conroe?

23 A. I have data that supports --

24 Q. No, ma'am.

25 A. -- an assertion that they identified the

1 alleged error before August because they started
2 increasing the bills as of May of 2016. So, if you guys
3 want to go from April to April but you've already
4 increased the rates for May, June, July and August, and
5 then you don't notice this until August, why do you get
6 to go back 16 months, when you've already increased the
7 billing from May through August of that same year before
8 the customer was notified of the alleged error?

9 MR. ROMO: Objection; nonresponsive.

10 Q (By Mr. Romo) The bill that was sent to Playa
11 Vista Conroe was from April 15 to April 16 -- April 2015
12 to April 2016, correct?

13 A. Sixteen months, as we've already discussed.

14 Q. No, ma'am.

15 The bill that was sent, it's an exhibit
16 already marked and identified --

17 A. That's the letter that I told you I don't
18 recollect ever seeing. So, I can't --

19 Q. Ma'am, in May of 2016, were not the rates for
20 C&R Water Supply adjusted because of the rate case?

21 A. Because of the customer rate case?

22 Q. Your rate case.

23 A. I have no idea what you're talking about.

24 Q. Wasn't that part of the settlement agreement
25 that the rate change -- there would be a rate change

1 what was charged by C&R Water Supply no longer would be
2 charging the customers but would be charging Playa Vista
3 Conroe?

4 A. Absolutely not.

5 Q. Well, the terms of the settlement agreement in
6 the rate case, your rate case and the other customers --

7 A. Are we putting the settlement agreement into
8 evidence because I would have to refresh my
9 recollection.

10 Q. I'll ask your recollection. How's that?

11 A. I --

12 Q. Is that okay?

13 A. I'll try. I'll try.

14 Q. Part of it required a refund to the customers,
15 correct?

16 A. Yes.

17 Q. And --

18 A. To be clear, the individual owners of the
19 condominiums, being the customer in that settlement
20 agreement.

21 Q. And those were for charges for a base rate
22 pursuant to the tariff of water and sewer, correct?

23 A. I don't know what those were charges for.
24 They weren't pursuant to anything that is approved by
25 the PUC as the PUC testified in that case.

1 Q. But what the PUC said was that those should
2 have been properly paid for by the Playa Vista Conroe
3 since they were water and sewer base rate charges,
4 correct?

5 A. The PUC said no such thing.

6 Q. Are you claiming --

7 A. To my recollection.

8 Q. Are you claiming that C&R Water Supply, Inc.
9 should not be able to charge for a base rate for the
10 6-inch meter pursuant to its tariff?

11 A. You are mixing apples and oranges.

12 Q. I'm asking you --

13 A. We cannot mix those two cases because --

14 MR. ROMO: Objection; nonresponsive.

15 Q (By Mr. Romo) I'm asking you a direct question.

16 Are you claiming, in this case, that C&R
17 Water Supply, Inc. cannot charge the base rate pursuant
18 to its water tariff?

19 A. The base rate for what?

20 Q. For water service for the 6-inch meter to C&R
21 to Playa Vista Conroe?

22 A. As it relates to the 6-inch meter, what I am
23 claiming is that meter is used solely for servicing the
24 fire hydrants and the sprinklers on the complex. I have
25 asked --

1 Q. That's your allegation. That's your
2 presumption, but you don't have any evidence --

3 A. I just told you what I'm claiming is dot, dot,
4 dot. Okay.

5 Q. Is that also the claim of Playa Vista?

6 A. I am the representative of Playa Vista as is
7 documented in court records on this case. So, yes, that
8 is what Playa Vista --

9 And to finish answering your question,
10 Playa Vista is simply asking the PUC to make a
11 determination whether charging the base rate -- the
12 very, very high base rate for that 6-inch meter given
13 the fact that it is only used to service the hydrants
14 and the sprinklers --

15 Q. Allegedly.

16 A. If that is -- if that is permissible under the
17 rules. That is what the PUC is for and that is what
18 Playa Vista is requesting the PUC to weigh in on. This
19 is a very material issue to the homeowner's association.
20 And we would like clarification on the rule.

21 Q. Are you claiming that Playa Vista should not
22 be able to charge C&R -- to charge Playa Vista for water
23 service for the 2-inch meter?

24 A. No.

25 Q. What's base rate?

1 A. No.

2 Q. So, if there was under-billing for the
3 one-year period in question, on the 2-inch meter, you're
4 claiming that Playa Vista should pay that amount to C&R
5 Water Supply, right?

6 A. Playa Vista agrees that the 2-inch meter is
7 used by the complex and that the flow through that meter
8 should be billed in accordance with the tariff to the
9 condominium association.

10 Q. Isn't there -- isn't the 6-inch meter included
11 in C&R Water Supply, Inc. approved tariff?

12 A. That is in dispute in this case.

13 Q. Look at the tariff, ma'am.

14 A. Would you like to provide it to me.

15 Q. I provided it to you before.

16 A. I no longer have it. Which -- can you point
17 me to the tariff that you -- you said that you guys have
18 produced many tariffs. Point me to the governing
19 tariff, please.

20 Q. These are the tariffs that are in effect.

21 A. Okay. That are in effect now?

22 Q. That were utilized for purposes --

23 MR. ROMO: Give me a second.

24 (Short Pause)

25 Q (By Mr. Romo) On Exhibit No. 3, starting at

1 page 136, I'll just take it off here, it shows there's a
2 Water Utility Tariff for C&R Water Supply Corp to apply
3 this for its water service, correct?

4 A. So, this page 136 of Exhibit No. 3, you're
5 saying is the tariff that's in effect during the
6 relevant period?

7 Q. I'm asking you --

8 A. I'm asking you if that's what --

9 Q. Let's make a presumption that that's correct,
10 yes.

11 A. This is the tariff. Okay. So, what's the
12 question?

13 Q. Is there a provision for a 6-inch meter in
14 there?

15 A. Okay. Just let me look for the right page
16 because this appears to be cut and --

17 Q. Look at Page 2, ma'am.

18 A. Page 2 is the list of subdivisions. That's
19 No. 137 -- I don't know what -- oh, okay. I see.

20 So, this is Page 138 of the exhibit,
21 Water Utility Tariff, Page 2, it is stamped by the Texas
22 Commission on Environmental Quality. September -- CCN
23 13098, September 1st, 2012, approved tariff and at the
24 top it lists --

25 Q. We know what it lists, ma'am.

1 A. It doesn't list -- excuse me -- I'm looking to
2 see if it has Clear Water Cove, which it doesn't. So,
3 you all have directed me to the wrong page. So, let's
4 find the correct page.

5 Okay. I see this, page 141, page 2C,
6 shown to Mr. Fenner to see if he agrees that this is the
7 tariff that is governing the period in question.

8 Q. Mr. Fenner is not --

9 A. He indicates yes. Okay.

10 Q. Is there a charge for a 6-inch meter on that
11 document on Page 141?

12 A. This is stamped the same date, September 1st,
13 2012, and it does have Clear Water Cove and Clearwater
14 Point as a subdivision on this Water Utility Tariff,
15 Page 2C. Looking at the meter sizes, it has a rate for
16 the 6-inch meter of \$1,694.50. It also has a gallonage
17 charge of \$2 per 1,000 gallons plus \$.07 per 1,000
18 gallons for LSGCD and \$1.47 per 1,000 gallons for SJRA.

19 Q. So, the 1,000 -- the larger figure that you
20 cited for the 6-inch meter would be the base rate,
21 correct?

22 A. It says monthly minimum charge at the top of
23 that column.

24 Q. And so, for purposes of the deposition, that
25 would be the base rate, correct?

1 A. I will agree that it says on the tariff
2 monthly minimum charge.

3 Q. And that is a tariff -- Water Utility Tariff
4 for C&R Water Supply, Inc. for -- that covers Playa
5 Vista Conroe for the 6-inch meter, correct?

6 A. Well, I don't know if it covers Playa Vista
7 Conroe because as you have informed me, Playa Vista
8 Conroe is outside of the CCN.

9 Q. It would imply that area but it is part of a
10 6-inch base -- 6-inch meter, correct? It is a monthly
11 base charge for the 6-inch meter, right?

12 A. For the subdivision listed on this page it
13 has -- it says meter size 6-inch monthly minimum charge,
14 \$1,694.50 and it has the gallonage charges that I
15 already put into the record. And Mr. Fenner has
16 indicated that this is the tariff that is governing the
17 period of time in question for these supposed
18 adjustments.

19 Q. So, since the -- that is the approved tariff
20 for C&R Water Supply that applied to Playa Vista Conroe
21 --

22 A. For the period in question?

23 Q. For the period in question, ma'am.

24 A. Okay.

25 Q. Isn't it the approved tariff in question that

1 allows C&R Water Supply to charge Playa Vista Conroe a
2 base rate for the 6-inch meter?

3 A. As I have already testified, there is some
4 question --

5 Q. That is a yes-or-no-answer, ma'am.

6 A. I will not answer that yes or no. If you're
7 forcing me to answer yes or no, my answer is no.

8 Q. Okay. Does that purport to allow C&R Water
9 Supply to charge a minimum monthly base rate for the
10 6-inch meter; yes or no? Is that what the document
11 states?

12 A. No.

13 Q. How does that not state that?

14 A. Because I already testified that the list of
15 subdivisions on this Water Utility Tariff does not
16 include Playa Vista.

17 Q. Okay. What subdivision is Playa Vista in?

18 A. Playa Vista is its own subdivision.

19 Q. Okay. So, there's no coverage whatsoever?
20 It's outside the CCN?

21 A. My understanding is that in the past, C&R
22 Water has applied the rates that are relevant for
23 Bridgepoint, Clear Water Cove and Clearwater Point
24 because those are the communities that are adjacent to
25 the Playa Vista property.

1 Q. Okay. There is a base charge -- a monthly
2 base charge of \$1,694.50 for 6-inch meter, correct? Yes
3 or no?

4 A. It says monthly minimum charge, as I have
5 testified.

6 Q. So, are you -- is Playa Vista requesting that
7 C&R remove the 6-inch meter from the Playa Vista
8 complex?

9 A. Playa Vista has the 6-inch meter in place to
10 service the fire hydrants and the sprinkler systems as
11 is required by fire code.

12 Q. And what amount is Playa Vista claiming it
13 should pay for that 6-inch meter?

14 A. Playa Vista is looking to the PUC for
15 determination of the correct rate in this instance.

16 Q. You're claiming it should not be presented to
17 C&R's tariff; is that what your claim is?

18 A. Playa Vista's claim is a nearly \$1,700 a month
19 charge for a meter that has almost no flow going through
20 it is excessive. That is Playa Vista's claim.

21 Q. You're saying -- and again, without any proof
22 your claim is the only usage is for fire purposes, that
23 there is no other usage by customers on upper floors,
24 that it's not used for pressure?

25 A. My proof is, evidenced by the meter readings

1 that demonstrates nearly no usage for that meter. The
2 third floor -- the complex is only three floors. So, if
3 it was servicing the third floor, one-third of the total
4 water usage would be flowing through that meter. It
5 does not. Not anywhere near it.

6 So, your assumption that it's servicing
7 the third floor is completely wrong. The third floor is
8 clearly serviced by the 2-inch meter, as evidenced by
9 the meter readings and the flow.

10 Q. That's your interpretation of the evidence --

11 A. I am the one testifying here.

12 Q. But you've already stated you're not an expert
13 --

14 A. That is my testimony. I can read numbers.
15 I'm an expert at reading numbers and I can read --

16 Q. But not interpreting them, correct? You just
17 stated earlier you're not an expert --

18 A. I said I'm not an expert in interpreting the
19 rules. That is the PUC's purview.

20 Q. Okay. But you did state you're not an expert
21 in interpreting the water rates and the water usage for
22 the complex in question; isn't that correct?

23 A. I said that I am not an expert in interpreting
24 the legal application of the tariffs. That is what I
25 said.

1 Q. So, if C&R were to replace the 6-inch meter
2 with a 2-inch meter, is it your claim that C&R -- that
3 Playa Vista would be happy with that situation?

4 A. Playa Vista would be glad to explore any
5 options with C&R to decrease overall costs while
6 maintaining the property's ability to adequately service
7 in the event of a fire.

8 Q. But if C&R Water Supply is charging its -- if
9 C&R Water Supply is charging its other customers
10 located -- covered by its tariff that was identified a
11 minute ago, for the base rate 6-inch meter, and then
12 charge C&R -- I mean, charged Playa Vista a different
13 rate, wouldn't that be discriminatory to Playa Vista --
14 to C&R's other customers?

15 A. It would depend on what the other customers
16 are using the 6-inch meter for.

17 Q. So, your testimony is, it doesn't matter the
18 amount of actual flow through the meter, you're claiming
19 that the charge should be based upon, quote, what the
20 usage is for?

21 A. No, that's not what I said. I didn't say that
22 it doesn't matter what the flow is.

23 Q. Well, you're saying that the amount -- since
24 C&R, we've already identified, has a charge -- base
25 charge for its 6-inch meter that it is charging its

1 other customers that are in the area around Playa
2 Vista --

3 A. I don't know what C&R is charging its other
4 customers.

5 Q. Based on its tariff, how would charging C&R
6 Water Supply -- how would charging Playa Vista not be
7 discriminatory to its other customers if it charged a
8 different rate to Playa Vista?

9 A. If not charging rates in accordance with the
10 tariff is discriminatory and C&R is claiming it should
11 have been charging these rates all along to Playa Vista,
12 then has not C&R been discriminating against its other
13 customers for the -- since the property was built in
14 2008?

15 MR. ROMO: That's -- ma'am, that is
16 objection; nonresponsive. I'm here to ask questions.
17 You want to take a deposition, you may ask questions.

18 Q (By Mr. Romo) My question to you was -- you
19 want me to repeat it --

20 A. Yes, please. That would be great. Let's
21 repeat it.

22 Q. Let's presume that -- well --

23 A. Maybe Cindi should read it back so it's
24 exactly the same.

25 Q. I don't need that.

1 A. Okay. Go ahead. Your welcome.

2 Q. If C&R is charging its other customers in that
3 tariff for a base rate on a 6-inch meter at the amount
4 of \$1,600 and then charged Playa Vista a different
5 amount, would that not be discriminatory to the other
6 customers?

7 A. I am not concerned about the other customers.
8 I am concerned about whether or not the tariff and the
9 rules are being applied in accordance with the law to
10 this account for Playa Vista Conroe. I'm not here to
11 testify about what C&R does or doesn't do with its other
12 customers.

13 MR. ROMO: Okay. Let's take a break.

14 Off the record.

15 (Short break held)

16 Q (By Mr. Romo) Okay. Ms. Lee, as shown by the
17 CCN map, a location of where Playa Vista Conroe Complex
18 is located, Playa Vista Complex is outside of C&R
19 Water's CCN boundary, correct?

20 A. I have already testified that, as per Exhibit
21 No. 4, if the CCN 20987 C&R Water Supply, Inc., CCN is
22 drawn correctly, and if the handwritten little square
23 for Playa Vista is drawn correctly, then it appears
24 based on this exhibit that was not prepared by me, Playa
25 Vista is outside the 20987 CCN.

1 Q. Okay. So, if it's outside the CCN, why should
2 C&R Water Supply provide water and sewer service in the
3 future to the Playa Vista Complex?

4 A. That is a question that I will leave to the
5 PUC to determine the answer to under the rules. My
6 understanding of the rules is that if the property is
7 within a one-quarter mile of the CCN boundary, which C&R
8 has testified that it is, and if the water company has
9 agreed to provide services, that the water company
10 cannot then refuse to provide services in the future.

11 Q. Okay. That's your interpretation?

12 A. That is my understanding.

13 Q. Okay.

14 A. Which is what I testified.

15 Q. But if the statute, in fact, says that C&R
16 Water Supply may service customers within that half
17 mile, may, then C&R Water Supply could then decide that
18 it no longer wishes to supply water and sewer services
19 to Playa Vista Conroe; isn't that correct?

20 A. These are the types of statements that I have
21 characterized in the past and will characterize today as
22 threats to discontinue servicing the property based on
23 the customer's good faith question of how the tariffs
24 are being applied and the customer's request to the PUC
25 for interpretation of the rules.

1 MR. ROMO: Objection; nonresponsive.

2 Q (By Mr. Romo) If the -- if the -- I'll ask
3 again.

4 If C&R, according to the statute Texas
5 Water Code, may provide service to customers within the
6 one-half mile boundary of the CCN boundary, what -- what
7 benefit does my client have to continue service to
8 C&R -- I mean, to Playa Vista Conroe if Playa Vista
9 Conroe was paying less than the tariff permitted amount
10 that my client would charge?

11 A. Playa Vista is seeking to pay everything that
12 it is legally obligated to pay per the PUC rules. That
13 is why we're here for determination by the PUC of what
14 the application and the correct amount is. Playa Vista
15 has never disputed that it is required to pay what is
16 obligated to pay under the PUC's rules.

17 Q. Okay. And if for purposes of this case, if
18 Playa Vista is paying -- being charged the base rate for
19 the 6-inch meter and the 2-inch meter pursuant to C&R
20 Water's tariff, why should Playa Vista get a different
21 charge than C&R's other customers?

22 A. Playa Vista is skeptical of C&R's application
23 of the rules and the tariffs because of the multitude of
24 adjustments and corrections that have been made as it
25 relates to the issues in this case.

1 MR. ROMO: Objection; nonresponsive.

2 A. Playa Vista is respectfully asking the PUC to
3 opine on the correct application so we can understand
4 that, not just for the adjustment, but also for all
5 future periods going forward into perpetuity. That is
6 why this is such an important matter. We're not arguing
7 about 12 months. We're arguing about a rule and its
8 interpretation and its application for all periods into
9 the future. And it's a very material issue, as I've
10 testified in the past, from a financial perspective to
11 Playa Vista, and we just want to make sure that it's
12 being done correctly.

13 Q (By Mr. Romo) If Playa Vista is being charged
14 the based rate for the 6-inch and the 2-inch meter that
15 C&R is charging its other customers that are covered by
16 its approved tariff, why should Playa Vista get a
17 different charge from other customers different from the
18 approved tariff amount?

19 A. It is not Playa Vista's obligation to be
20 concerned about other customers. It is the PUC's
21 obligation to be concerned about the public. That is
22 why Playa Vista is asking the PUC to opine on the
23 interpretation of the rules and the tariffs as it
24 relates to Playa Vista, and in connection with the
25 public interest, Playa Vista will be very happy to pay

1 whatever rates are determined to be correct pursuant to
2 the PUC's interpretation and application of the rules
3 and the tariffs.

4 That has been Playa Vista's position from
5 day one. It is Playa Vista's position today, and it
6 will be Playa Vista's position into the future.

7 MR. ROMO: I pass the witness.

8 PUC staff? Hello? PUC, you there?

9 Hello?

10 MS. JOHNSON: Hello. Are you talking to
11 us?

12 MR. ROMO: Yes. I pass the witness.
13 Y'all have any questions?

14 MS. JOHNSON: At this point, we have no
15 questions.


16 MR. ROMO: That's it. I conclude the
17 deposition. Thank you.

18 (Proceedings concluded at 10:57 a.m.)
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25

CHANGES AND SIGNATURE

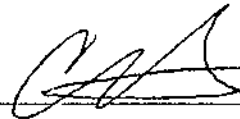
	PAGE	LINE	CHANGE	REASON
1				
2				
3	8	2	change "quote" to "	
4	8	4	change "comma" to ,	
5	8	5	Insert " after period	
6	9	4	strike "not"	
7	9	20	change "PC" to "PUC"	
8	10	3	change "colon" to :	
9	17	20	change "Storrs" to "source"	
10	20	1-2	delete "So, they also include", delete after "8"	
11	22	10	change "PC" to "PUC"	
12	28	24	change "purporting" to "pointing"	
13	31	24	change "do" to "due"	
14	32	20	change "you" to "your"	
15	33	13	change "not as" to "neither is"	
16	49	12	change "PC" to "PUC"	
17	56	8	change "pieces" to (
18	56	9	change closed piece to)	
19	59	13	change "sixteen" to "thirteen"	
20	45	13	change "2097" to "20987"	
21				
22				
23				
24				
25				

1 I declare under penalty of perjury that the
2 foregoing is true and correct.

3
4 

5 REGINA LEE

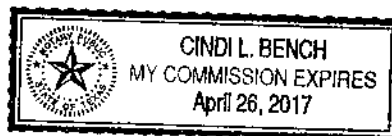
6
7 SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned
8 authority, by the witness, REGINA LEE, on this the 24
9 day of March, 2017.

10
11 

12 NOTARY PUBLIC IN AND FOR

13 THE STATE OF Texas

14
15 My Commission Expires: 4/26/17




1 STATE OF TEXAS:

2
3 I, Cindi L. Bench, the undersigned Certified
4 Shorthand Reporter, in and for the State of Texas, do
5 hereby certify that the testimony stated in the
6 foregoing pages are true and correct;

7 I further certify that I am neither attorney
8 or counsel for, related to, nor employed by any parties
9 to the action in which this testimony was taken and,
10 further, that I am not a relative or employee of any
11 counsel employed by the parties hereto or financially
12 interested in the action.

13 Certified to by me on this 8th day of

14 March 2017.

15
16
17 
18 Cindi L. Bench, CSR
19 Texas CSR 752
20 Expiration: 12/31/18
21 CINDI BENCH REPORTING
22 12946 Dairy Ashford, Suite 400
23 Sugar Land, Texas 77478
24 281.565.8222
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