



## Filing Receipt

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DOCKET NO. 51619  
SOAH DOCKET NO. 473-22-2652

COMPLAINANT FIRST REQUEST FOR INFORMATION TO THE  
GALLERY AND ROSCOE PROPERTIES

*7/29/22*

**DOCKET NO. 51619**  
**SOAH DOCKET NO. 473-22-2652**

**COMPLAINT OF JEFF CONNORS       §       PUBLIC UTILITY COMMISSION**  
**AGAINST THE GALLERY               §**  
**APARTMENTS, ROSCOE PROPERTY §               OF TEXAS**  
**MANAGEMENT, AND CONSERVICE §**

**COMPLAINANT FIRST REQUEST FOR INFORMATION TO THE GALLERY AND  
ROSCOE PROPERTIES**

Pursuant to 16 Texas Administration Code (TAC) § 22.144, Jeff Connors (Complainant) requests that The Gallery and Roscoe Properties (Respondents) by and through its attorneys of record, provide the following information and answer the following question(s) under oath. The question(s) shall be answered in sufficient detail to fully present all of the relevant facts, within the time limit provided by the Presiding Officer or within 20 days, if the Presiding Officer has not provided a time limit. Please copy the question immediately above the answer to each question. These question(s) are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.

Provide responses to the Requests for Information by filing with the Commission solely through the Interchange on the Commission's website and provide notice, by email, to all other parties that the pleading or document has been filed with the Commission, unless otherwise ordered by the presiding officer pursuant to the Order Suspending Rules in Docket No. 50664.

Respectfully Submitted,

/s/Jeff Connors

Jeff Connors

Complainant

**PUC DOCKET NO. 51619**  
**SOAH DOCKET NO. 473-22-2652**

**COMPLAINANT FIRST REQUEST FOR INFORMATION TO THE GALLERY AND  
ROSCOE PROPERTIES**

**DEFINITIONS**

1. "The Gallery", "The Gallery II", "Roscoe", "RPM", "RPM Living", "the Company," or "you" refers to The Gallery Apartments and/or Roscoe Properties (collectively, Respondents) and any person acting or purporting to act on their behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.
2. "Document" includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to correspondence, telegrams, contracts, agreements, notes in any form, memoranda, diaries, voice recording tapes, microfilms, pictures, computer media, work papers, calendars, minutes of meetings or other writings or graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession. In the event any documents requested by this Request for Information have been transferred beyond the Company's control, describe the circumstances under which the document was destroyed or transferred and provide an exact citation to the subject document. In the event that documents containing the exact information do not exist, but documents do exist which contain portions of the required information or which contain substantially similar information, then the definition of "documents" shall include the documents which do not exist and these documents will be provided.
3. "Relating to" or "relate to" shall mean in whole or in part consisting, defining, evidencing, containing, describing, concerning, discussing, embodying, reflecting, stating, referring to, dealing with, or in any way pertaining to.
- 4 "Complainant" shall mean Jeff Connors.
5. "Respondent" shall mean The Gallery and/or Roscoe Properties.

6. "You" or "Your" shall mean the named Respondent(s) or the Respondents' agents, servants, employees, representatives and all other persons acting on behalf of the Respondents.
7. "Premises" or "property" refers to the property located at 3506 Menchaca Road, Austin, Texas 78704, and includes the grounds, all buildings, fixtures, structures and substances.
8. "Over-payment" The difference between the amount you received and the amount you were entitled under the terms of the Lease Agreement.
9. "Designated Period" refers to October 2019 to May 2020.

## **INSTRUCTIONS**

- 1) Pursuant to 16 TAC § 22.144(c)(2), Complainant requests that answers to the requests for information be made under oath.
- 2) Please copy the question immediately above the answer to each question. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.
- 3) These questions are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer.
- 4) Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.
- 5) The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.
- 6) If any document is withheld under any claim of privilege, please furnish a list identifying each document for which a privilege is claimed, together with the following information: date, sender, recipients or copies, subject matter of the document, and the basis upon which such privilege is claimed.
- 7) Pursuant to 16 TAC § 22.144(g)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.
- 8) Complainant requests that each item of information be made available as it is completed, rather than upon completion of all information requested.

## Background

Other than customer service, Conservice played a part in at least three activities that pertained to billing Gallery II residents for water usage:

1. Calculated the bills as shown in the calculations they did for my water bills in *HIMBC Unit 2-239.docx* in Item 10 ZIP folder
2. Emailed out the monthly rental bills to residents which in addition to the water and wastewater charges also included rent and other fees
3. Provided online accounts accessible to residents that had a record of their monthly rental bills which included their water and wastewater charges

In these questions, one of the matters I intend to distinguish is what contracts The Gallery and/or Roscoe Properties had with Conservice and other companies for these services.

The Gallery II consists of 391 sq. ft. efficiency apartments and 630 sq. ft. and 694 sq. ft. one bedroom apartments.

The charges and period that the following questions apply to are my monthly water and wastewater usage charges that I was billed for on my October 2019 to May 2020 rental bills. These were the monthly bills that I contend that I was overcharged for water and wastewater usage. Roscoe managed The Gallery and Conservice calculated The Gallery II residents' water bills for every one of those months.

### Questions:

A1. Did Roscoe and/or The Gallery have a contract with Conservice during the period in question for Conservice to allocate the costs of the water bills to Gallery II residents?

A2. Did Roscoe and/or The Gallery provide monthly occupancy information to Conservice that Conservice used to calculate those water bill costs to residents (total number of occupants and total occupied space at The Gallery II) or information that could be used to derive those totals?

A3. If so, in what form was this information provided to Conservice, in essence was it simply numbers provided to Conservice for total number of occupants and total occupied space or in a document or spreadsheet it could be derived from that had the monthly data of each occupied apartment in The Gallery II with the number of occupants in them and size of those occupied apartments such as found in *The Gallery – January to June 2020.xlsx* spreadsheet in Item 12 ZIP folder of the Docket?



A4. If Roscoe and/or The Gallery just provided numbers to Conservice for total number of occupants and total occupied space, did Roscoe and/or The Gallery provide any substantiating evidence to support the validity of those monthly occupancy figures?

A5. If so, what sort of substantiating evidence?

A6. If Roscoe and/or The Gallery just provided numbers to Conservice with no substantiating evidence for total number of occupants and total occupied space, how did Roscoe and/or The Gallery come up with these numbers?

A7. Once Conservice did their calculations to allocate monthly water costs to Gallery II residents, was Roscoe and/or The Gallery sent or were Roscoe and/or The Gallery given access to this information?

A8. Was Roscoe and/or The Gallery provided the water billing date cycles for those monthly calculations by Conservice or have access to them?

A9. Did Roscoe and/or The Gallery receive or have access to the monthly City of Austin water bills to the complex?

A10. Did Roscoe and/or The Gallery play any role in preparing Gallery II residents' monthly rental bills, which included water costs, rent, and other fees?

A11. If so, what were they?

A12. If Roscoe and/or The Gallery played a role in preparing Gallery II residents' monthly rental bills, did Roscoe and/or The Gallery provide or edit the water billing dates on those bills?

A13. If Roscoe and/or The Gallery provided or edited the water billing dates on those bills, how did Roscoe and/or The Gallery come up with those dates?

A14. If Roscoe and/or The Gallery just provided monthly numbers to Conservice for total number of occupants and total occupied space with no substantiating evidence, what did Conservice actually calculate for Roscoe and/or The Gallery?

A15. Were Conservice's monthly water bill allocation calculations of the different occupancy combinations at the complex, essentially how much each occupancy situation should be charged based on the occupancy information provided to them (total number of occupants and total occupied space), in essence how much each 694 sq. ft. apartment with one occupant should be charged, each 694 sq. ft. apartment with two occupants should be charged, each 630 sq. ft. apartment with one occupant should be charged, each 630 sq. ft. apartment with two occupants should be charged, each 391 sq. ft. apartment with one occupant should be charged, each 391 sq. ft. apartment with two occupants should be charged, etc.?

A16. Did Roscoe and/or The Gallery check to see if the total amount billed out monthly to Gallery II residents for water and wastewater usage matched with the Gallery II residents' total financial responsibility for those month's bills?

A17. If Roscoe and/or The Gallery prepared the monthly rental bills for Gallery II residents, which included water charges, who or what company did Roscoe and/or The Gallery submit this info to to bill Gallery II residents?

A18. If Roscoe and/or The Gallery prepared the monthly rental bills for Gallery II residents did Roscoe and/or The Gallery submit those monthly rental bills, which also included water and wastewater usage charges, to Conservice to email Gallery II residents those bills?

A19. If so, was this service that Conservice would have been providing Roscoe and/or The Gallery (emailing Gallery II residents their monthly rental bills) included in the same contract as the contract that Roscoe and/or The Gallery may have had with them to do the monthly water bill allocation calculations for The Gallery II?

A20. Did Roscoe and/or The Gallery provide Conservice with an email list of Gallery II residents to send the monthly bills to?

A21. Did Roscoe and/or The Gallery contract with any person or company to bill residents and/or handle Gallery II residents' monthly rental payments?

A22. If so, who or what company did Roscoe and/or The Gallery contract with to provide these services?

A23. If Roscoe and/or The Gallery contracted with any company to bill residents and/or handle Gallery II residents' monthly rental payments, did Roscoe and/or The Gallery provide this company with an email list of Gallery II residents to send the monthly bills to?

A24. Did Roscoe and/or The Gallery have a contract with Conservice to provide residents with online accounts with Conservice that residents could access to examine their monthly charges?

A25. If so, was this service included in any contract Roscoe and/or The Gallery may have had with Conservice to allocate monthly water and wastewater charges to residents or email residents their bills?

A26. If so, which of those two services mentioned in Question A25 were included in this contract?

B. Documentation requested:

- B1. Copies of any contracts that Roscoe and/or The Gallery had with any person(s) or company or companies between October 2019 to May 2020 to calculate the bills for Gallery II residents as shown in the calculations Conservice did for my water bills in *HIMBC Unit 2-239.docx* in Item 10 ZIP folder.
- B2. Copies of any contracts that Roscoe and/or The Gallery had with any person(s) or company or companies between October 2019 to May 2020 that involved emailing out the monthly rental bills to Gallery II residents, which in addition to the water and wastewater charges also included rent and other fees.
- B3. Copies of any contracts that Roscoe and/or The Gallery had with any person(s) or company or companies between October 2019 to May 2020 to provide online accounts accessible to Gallery II residents that had a record of their monthly rental bills which included their water and wastewater charges.
- B4. Copies of any contracts that Roscoe and/or The Gallery had with any person(s) or company or companies between October 2019 to May 2020 to do the monthly billing, such as handle Gallery II residents' monthly rental payments.
- B5. The total monthly amounts charged to Gallery II residents for their water and wastewater usage in the months of October 2019 to May 2020 and evidence supporting those numbers such as a spreadsheet of those monthly charges such as found in *gl070 – 3506 Highlighted final summary – 9.4.19.xls* found in the Item 10 zip folder, copies of the monthly bills emailed out to Gallery II residents, or copies of the monthly charges from Gallery II residents' online accounts.
- B6. Any evidence Roscoe and/or The Gallery provided Conservice to substantiate the total amount of occupants and total occupied space at The Gallery II for the billing months in question.

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**CERTIFICATE OF SERVICE**

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record on July 29, 2022 in accordance with the Order Suspending Rules filed in Project No. 50664.

/s/ Jeff Connors  
Jeff Connors  
Complainant