



## Filing Receipt

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7  
8 **SOAH DOCKET NO. 473-22-2652**  
9 **PUC DOCKET NO. 51619**

10 COMPLAINT OF JEFF CONNORS

11 AGAINST

12 THE GALLERY, ROSCOE PROPERTY  
13 MANAGEMENT

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§

**BEFORE THE STATE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

14 **RESPONSE OF CONSERVICE, LLC TO DISCOVERY REQUESTS**  
15 **FROM JEFF CONNORS**

16 Pursuant to the rules of procedure of the State Office of Administrative Hearings (“SOAH  
17 Rules”), specifically 1 TEX. ADMIN. CODE § 155.31(g) and Texas Rule of Civil Procedure 194.2,  
18 Conservice hereby submits its response to Complainant, Jeff Connor’s, Request for Discovery.

19  
20 **SECTION A: The water bill calculations for Gallery II residents**

21 **A.1:**

22 Who or what company or companies did Conservice have a contract with to provide this  
23 service?  
24

25 **RESPONSE TO REQUEST A.1:**

1 Conservice has contracted with multiple management companies since beginning billing for  
2 the Property. During the period question, Conservice contracted with Roscoe and later contracted  
3 with Lincoln Property Co. and The Robinson Group.

4 A.2:

5  
6 Did Conservice receive the monthly City of Austin water bills to the complex that they  
7 used to do these calculations directly from the City of Austin or were they forwarded to  
8 them from someone else or company?

9 RESPONSE TO REQUEST A.2:

10 During the period in question, Conservice received monthly water bills directly from the  
11 provider.

12 A.3:

13 If they were forwarded to them by another person or company, who or what were they?

14 RESPONSE TO REQUEST A.3:

15 Not applicable.

16 A.4:

17 From whom or what company did Conservice receive the monthly occupancy  
18 information (total number of occupants and total occupied space at the complex) used to  
19 calculate Gallery II residents' monthly bills?

20 RESPONSE TO REQUEST A.4

21 Conservice received tenant data directly from the client's software on a daily basis to ensure  
22 accurate tenant information.

23 A.5:

24 What form was this information provided to Conservice, in essence was it simply  
25  
26  
27  
28

1 numbers provided to Conservice for total number of occupants and total occupied space  
2 or in a document or spreadsheet it could be derived from that had the monthly data of  
3 each occupied apartment in The Gallery II with the number of occupants in them and size  
4 of those occupied apartments such as found in The Gallery – January to June 2020.xlsx  
5 spreadsheet in Item 12 ZIP folder of the Docket?  
6

7 RESPONSE TO REQUEST A.5:

8         During the time of Roscoe’s management of the Property, Conservice pulled tenant data via  
9 xml format from the tenant data files listed in the client’s software.  
10

11 A.6:

12         If Conservice was simply provided with monthly numbers for total number of occupants  
13 and total occupied space was any evidence provided to Conservice to substantiate the  
14 accuracy of these numbers?  
15

16 RESPONSE TO REQUEST A.6:

17         Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
18 without waiver of the foregoing objection, Conservice was able to use the tenant data files to support  
19 the numbers during the period in question.  
20

21 A.7:

22         If Conservice was not provided with any substantiating proof as to the monthly total  
23 number of occupants and total occupied space at the complex, then what exactly did  
24 Conservice calculate?  
25

26 RESPONSE TO REQUEST A.7:

27         Conservice objects to the request to the extent it is vague and ambiguous.  
28

A.8:

1 Did Conservice in fact calculate the monthly water and wastewater usage charges for the  
2 different occupancy combinations at the complex, essentially how much each occupancy  
3 situation should be charged based on the occupancy information provided to them, in  
4 essence how much each 694 sq. ft. apartment with one occupant should be charged, each  
5 694 sq. ft. apartment with two occupants should be charged, each 630 sq. ft. apartment  
6 with one occupant should be charged, each 630 sq. ft. apartment with two occupants  
7 should be charged, each 391 sq. ft. apartment with one occupant should be charged, each  
8 391 sq. ft. apartment with two occupants should be charged, etc.?

9  
10 RESPONSE TO REQUEST A.8:

11  
12 Conservice objects to the request to the extent it is vague, ambiguous, and contains a  
13 compound question. Subject to and without waiver of the foregoing objection, Conservice calculates  
14 the monthly water charges in accordance with PUCT § 24.281.

15 A.9:

16 After Conservice did their monthly calculations for the allocation of the complex's water  
17 bills did Conservice create the full monthly rental bills for Gallery II residents that  
18 Conservice later emailed out to residents which included rent, water charges, and other  
19 fees?  
20

21 RESPONSE TO REQUEST A.9:

22 Yes, after monthly calculations for the allocation of the complex's water bills, Conservice  
23 created the full monthly rental bills for Gallery II residents that Conservice later emailed out to  
24 residents which included rent, water charges, and other fees.  
25

26 A.10:

27 Did Conservice send their monthly water usage allocation calculations back to Roscoe  
28

1 and/or The Gallery or was it made available to Roscoe and/or The Gallery or any other  
2 people or companies to alter or edit in anyway?

3 RESPONSE TO REQUEST A.10:

4 Yes, Conservice sent a monthly summary of billing to the community for review and  
5 approval. Conservice uses the provider bills to calculate charges in accordance with Texas  
6 regulations, so the community cannot alter or edit the charges.

8 A.11:

9 If so, who were the people and/or company or companies?

10 RESPONSE TO REQUEST A.11:

11 Conservice sent the monthly summary of billing to the community, but the community was  
12 not able to edit or alter it.

14 A.12:

15 Did Conservice include the City of Austin water billing dates with these calculations that  
16 the monthly calculations were based upon?

17 RESPONSE TO REQUEST A.12:

18 Conservice used the City of Austin billing dates. To follow Texas regulations, Conservice  
19 followed the provider billing date cycle exactly.

21 A.13:

22 If so, did Conservice change the water billing dates on these calculations from what the  
23 City of Austin's water billing dates were?

24 RESPONSE TO REQUEST A.13:

25 No, Conservice did not change the water billing dates on these calculations from what the  
26 City of Austin's water billing dates were.  
27  
28

1 A.14:

2 Did Conservice check if the overall monthly amount charged to Gallery II residents  
3 exceeded residents' financial responsibility for the bills?

4 RESPONSE TO REQUEST A.14:

5  
6 Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
7 without waiver of the foregoing objection, Conservice does have a quality process in place to ensure  
8 accuracy after the bills are calculated, but before they are sent.

9 A.15:

10 Was it part of Conservice's contract to check that information mentioned in Question A14?

11 RESPONSE TO REQUEST A.15:

12  
13 Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
14 without waiver of the foregoing objection, Conservice does have a quality process in place to ensure  
15 accuracy after the bills are calculated, but before they are sent.

16 SECTION B: Emailing out monthly rental bills to Gallery II residents

17 B.1:

18  
19 Who or what company or companies did Conservice have a contract with to provide this  
20 service?

21 RESPONSE TO REQUEST B.1:

22 Conservice's contract did not specifically state an agreement to send statements by email.

23 B.2:

24  
25 Was it on the same contract as the one they had to calculate Gallery II residents' water  
26 bills?

27 RESPONSE TO REQUEST B.2:

1 Not applicable.

2 B.3:

3 If Conservice did not fully prepare Gallery II residents' monthly rental bills that they  
4 emailed the residents, who or what company or companies did Conservice receive them  
5 from?  
6

7 RESPONSE TO REQUEST B.3:

8 Conservice objects to the request to the extent it is vague and ambiguous. Conservice is  
9 unable to answer the question as written.  
10

11 B.4:

12 Who or what company supplied the email lists to Conservice to email Gallery II residents  
13 their monthly bills?

14 RESPONSE TO REQUEST B.4:

15 Conservice obtained the email lists directly from the client's software during the period in  
16 question. If the resident listed an email on their lease with the community, Conservice automatically  
17 accessed it through data integration.  
18

19 B.5:

20 Did Conservice check to see that the amount of bills that they emailed out to Gallery II  
21 residents each month was less than or equal to the number of total occupants that they  
22 used in their calculations of The Gallery II residents' water bills for those months?  
23

24 RESPONSE TO REQUEST B.5:

25 No, Conservice did not check to see that the amount of bills they emailed out to Gallery II  
26 residents each month was less than or equal to the number of total occupants that they used in their  
27  
28

1 calculations of The Gallery II residents' water bills for those months. Conservice used the  
2 information directly on the community's data base to determine billing.

3 B.6:

4 Did Conservice check to see if the dates of the water and wastewater billing on the  
5 monthly rental bills matched with the dates of the City of Austin monthly water bills to  
6 the complex that they had based their calculations on?  
7

8 RESPONSE TO REQUEST B.6:

9 Yes, Conservice checked to see if the dates of the water and wastewater billing on the  
10 monthly rental bills matched with the dates of the City of Austin monthly water bills in accordance  
11 with Texas regulations.  
12

13 B.7:

14 Did Conservice change the water billing date periods on these monthly rental bills?

15 RESPONSE TO REQUEST B.7:

16 No, Conservice did not change the water billing date periods on these monthly rental bills.  
17

18 B.8:

19 Did Conservice tally and check the total amounts billed out to Gallery II's residents  
20 monthly to ensure that they didn't exceed the Gallery II's residents' overall financial  
21 responsibility for those bills?

22 RESPONSE TO REQUEST B.8:

23 Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
24 without waiver of the foregoing objection, Conservice does have a quality process in place to ensure  
25 accuracy after the bills are calculated, but before they are sent.  
26

27 B.9:  
28

1 Was it part of any contract they had to check those amounts?

2 RESPONSE TO REQUEST B.9:

3 Yes, to the extent that Conservice offers the quality process to ensure billing accuracy in the  
4 services it provides.

5 SECTION C: Conservice's online accounts for Gallery II residents of residents' monthly rental bills

6 C.1:

7 Who or what company or companies did Conservice have a contract with to provide this  
8 service?  
9

10 RESPONSE TO REQUEST C.1:

11 Conservice's contract did not specifically state an agreement to provide online accounts for  
12 the residents of the residents' monthly rental bills.  
13

14 C.2:

15 Was it in the same contract as either the one they had to calculate Gallery II residents'  
16 water bills or the one to email Gallery II residents their monthly bills?  
17

18 RESPONSE TO REQUEST C.2:

19 Not applicable.

20 C.3:

21 If so, which contract(s)?

22 RESPONSE TO REQUEST C.3:

23 Not applicable.  
24

25 SECTION D: Documentation Requested

26 DOCUMENT 1:  
27  
28

1 Copies of any contracts that Conservice had with any person(s) or company or companies  
2 between October 2019 to May 2020 to calculate the bills for Gallery II residents as shown in the  
3 calculations Conservice did for my water bills in HIMBC Unit 2 - 239 . docx in Item 10 ZIP folder .

4 RESPONSE TO DOCUMENT 1:

5  
6 Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
7 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
8 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
9 burdensome, and not reasonably calculated to lead the discovery of admissible evidence. Based on  
10 the foregoing reasons, Conservice will not produce these documents.

11 DOCUMENT 2:

12  
13 Copies of any contracts that Conservice had with any person(s) or company or companies  
14 between October 2019 to May 2020 that involved emailing out the monthly rental bills to Gallery II  
15 residents, which in addition to the water and wastewater charges also included rent and other fees.

16 RESPONSE TO DOCUMENT 2:

17  
18 Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
19 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
20 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
21 burdensome, and not reasonably calculated to lead the discovery of admissible evidence. Based on  
22 the foregoing reasons, Conservice will not produce these documents.

23 DOCUMENT 3:

24  
25 Copies of any contracts that Conservice had with any person(s) or company or companies  
26 between October 2019 to May 2020 to provide online accounts accessible to Gallery II residents that  
27 had a record of their monthly rental bills which included their water and wastewater charges.  
28

1 RESPONSE TO DOCUMENT 3:

2       Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
3 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
4 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
5 burdensome, and not reasonably calculated to lead the discovery of admissible evidence. Based on  
6 the foregoing reasons, Conservice will not produce these documents.  
7

8 DOCUMENT 4:

9       The total monthly amounts charged to Gallery II residents for their water and wastewater  
10 usage in the months of October 2019 to May 2020 and evidence supporting those numbers such as a  
11 spreadsheet of those monthly charges such as found in gl070 - 3506 Highlightedfinal summary - 9 . 4  
12 . 19 . xls found in the Item 10 zip folder , copies of the monthly bills they emailed out to Gallery II  
13 residents, or copies of the monthly charges from Gallery II residents' online accounts.  
14

15 RESPONSE TO DOCUMENT 4:

16       Conservice objects to the request to the extent it includes compound questions. Conservice  
17 objects to the request to the extent the request for documents is overly broad and unduly burdensome.  
18

19 DOCUMENT 5:

20       Any evidence Roscoe and/or The Gallery provided Conservice to substantiate the total  
21 amount of occupants and total occupied space at The Gallery II for the billing months in question.  
22

23 RESPONSE TO DOCUMENT 5:

24       Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
25 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
26 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
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1 burdensome, and not reasonably calculated to lead the discovery of admissible evidence. Based on  
2 the foregoing reasons, Conservice will not produce these documents.  
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