



## Filing Receipt

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**Control Number - 51619**  
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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

§  
§  
§  
§  
§  
§  
§

**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 Complainant's requests for disclosure:

20  
21 A.1:

22  
23 Did Conservice check if "The Gallery II residents' total monthly amount billed for water usage" was equal to  
24 "The Gallery II residents' total monthly financial responsibility for water usage" on every monthly billing?  
25

26 RESPONSE TO REQUEST A.1:  
27  
28

1           Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
2 without waiver of the foregoing objection, Conservice responds as follow:

3           Conservice does have a quality process in place to ensure accuracy after the bills are  
4 calculated.  
5

6  
7 A.2:

8  
9 Was it Conservice's responsibility according to any contracts that Conservice had with Roscoe to  
10 check if Gallery II residents were being billed the proper amount for water usage?  
11

12 RESPONSE TO REQUEST A.2:

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 answers as follows:  
15  
16 Conservice's contract did not specifically state an agreement to "check if Gallery II residents were  
17 being billed the proper amount for water usage".  
18

19 A.3:

20  
21 Was it part of Conservice's "quality process in place to ensure accuracy" 3 to check if Gallery II residents were  
22 being billed the proper amount for water usage?  
23

24 RESPONSE TO REQUEST A.3:

25           Yes.  
26

27 A.4:  
28

1 Did Conservice check if "The Gallery II residents' total monthly amount billed for wastewater usage" was  
2 equal to "The Gallery II residents' total monthly financial responsibility for wastewater usage" on every  
3 monthly billing?  
4

5 RESPONSE TO REQUEST A.4  
6

7 Conservice objects to the request to the extent it is vague and ambiguous. Subject to  
8 and without waiver of the foregoing objection, Conservice responds as follow:

9 Conservice does have a quality process in place to ensure accuracy after the bills are calculated.  
10

11 A.5:  
12

13 Was it Conservice' s responsibility according to any contracts that Conservice had with Roscoe to  
14 check if Gallery II residents were being billed the proper amount for wastewater usage?  
15

16 RESPONSE TO REQUEST A.5:  
17

18 Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
19 without waiver of the foregoing objection, Conservice answers as follows:

20 Conservice's contract did not specifically state an agreement to "check if Gallery II residents were  
21 being billed the proper amount for wastewater usage".  
22

23 A.6:  
24

25 Was it part of Conservice's "quality process in place to ensure accuracy" to check if Gallery II residents were  
26 being billed the proper amount for wastewater usage?  
27  
28

1 RESPONSE TO REQUEST A.6:

2 Yes.

3 A.7:

4  
5 Did Conservice check if the water billing periods of Gallery II residents' water usage charges on  
6 Gallery II residents' "monthly rental bills" matched the water billing periods of the City of Austin bill  
7 that Conservice had based those water usage charges on?  
8

9  
10 RESPONSE TO REQUEST A.7:

11 Yes.

12 A.8:

13  
14 Was it Conservice's responsibility according to any contracts that Conservice had with Roscoe to check if the  
15 water billing periods on Gallery II residents' "monthly rental bills" were correct?  
16

17 RESPONSE TO REQUEST A.8:

18 Conservice objects to the request to the extent it is vague and ambiguous. Subject to and  
19 without waiver of the foregoing objection, Conservice answers as follows:  
20  
21 Conservice's contract did not specifically state an agreement to "check if the water billing periods on  
22 Gallery II residents' monthly rental bills were correct".  
23

24 A.9:

25  
26 Was it part of Conservice's "quality process in place to ensure accuracy" to check if the water billing periods  
27 on Gallery II residents' "monthly rental bills" were correct?  
28

1 RESPONSE TO REQUEST A.9:

2 Yes.

3  
4 A.10:

5  
6 Did Conservice check if the wastewater billing periods of Gallery II residents' wastewater usage  
7 charges on Gallery II residents' "monthly rental bills" matched the water billing periods of the City of  
8 Austin bill that Conservice had based those wastewater usage charges on?  
9

10  
11 RESPONSE TO REQUEST A.10:

12 Yes.

13 A.11:

14 Was it Conservice' s responsibility according to any contracts that Conservice had with  
15 Roscoe to check if the wastewater billing periods on Gallery II residents' "monthly rental bills"  
16 were correct?\_  
17

18  
19 RESPONSE TO REQUEST A.11:

20  
21 Conservice objects to the request to the extent it is vague and ambiguous. Subject to and without  
22 waiver of the foregoing objection, Conservice answers as follows:

23 Conservice's contract did not specifically state an agreement to "check if the wastewater billing  
24 periods on Gallery II residents' montly rental bills were correct".  
25

26  
27 A.12:

1  
2 Was it part of Conservice' s "quality process in place to ensure accuracy" to check if the wastewater billing  
3 periods on Gallery II residents' "monthly rental bills" were correct?  
4

5 RESPONSE TO REQUEST A.12:  
6

7 Yes.  
8

9 B.1:  
10

11 What company did Conservice get the "monthly rental bills" from that Conservice sent Gallery II  
12 residents?  
13

14 RESPONSE TO REQUEST B.1:  
15

16 Conservice objects to the request to the extent it is vague and ambiguous, and not reasonably  
17 calculated to lead to the discovery of admissible evidence as the PUC does not have jurisdiction over  
18 rent billing. Subject to and without waiving the forgoing objections, Conservice responds as follows:

19 Roscoe Property Management.  
20

21 B.2:  
22

23 What company or companies did Conservice have any contract with which involved Conservice  
24 sending Gallery II residents their "monthly rental bills"?  
25

26 RESPONSE TO REQUEST B.2:  
27  
28

1           Conservice objects to the request to the extent it is vague and ambiguous, and not reasonably  
2 calculated to lead to the discovery of admissible evidence as the PUC does not have jurisdiction over  
3 rent billing. Subject to and without waiving the forgoing objections, Conservice responds as follows:

4 Roscoe Property Management.

5  
6  
7 B.3:

8  
9 Were any contracts which involved Conservice sending Gallery II residents their "monthly rental bills" the  
10 same contract as the one Conservice had with Roscoe to calculate Gallery II residents' water bills?

11  
12 RESPONSE TO REQUEST B.3:

13           Conservice objects to the request to the extent it is vague and ambiguous, and not reasonably  
14 calculated to lead to the discovery of admissible evidence as the PUC does not have jurisdiction over  
15 rent billing. Subject to and without waiving the forgoing objections, Conservice responds as follows:

16  
17 Yes.

18  
19 B.4:

20  
21 Did Conservice have any contracts with ClickPay which involved the Gallery?

22  
23 RESPONSE TO REQUEST B.4:

24           No.

25  
26 B.5:

27  
28 Did Conservice have any contracts with ClickPay which involved billing Gallery residents?



1  
2 RESPONSE TO REQUEST B.5:

3 No.

4 B.6:

5  
6 Did Conservice get the "monthly rental bills" from ClickPay that Conservice sent Gallery II  
7 residents?  
8

9  
10 RESPONSE TO REQUEST B.6:

11 No.

12 C.1:

13  
14 What company did Conservice get the Gallery II residents' utility information from for Gallery II  
15 residents' "online accounts"?  
16

17 RESPONSE TO REQUEST C.1:

18  
19 Roscoe Property Management.

20 C.2:

21  
22 What company or companies did Conservice have any contract with which involved providing  
23 "online accounts" for Gallery II residents?  
24

25 RESPONSE TO REQUEST C.2:

26 Conservice's contract did not specifically state an agreement to "[provide] online accounts for  
27 Gallery II residents".  
28

1  
2 C.3:

3  
4 Were any contracts which involved Conservice providing "online accounts" for Gallery II residents the same  
5 as any Conservice had with Roscoe to calculate Gallery II residents' water bills?  
6

7 RESPONSE TO REQUEST C.3:

8 Not applicable.  
9

10  
11 C.4:

12 Were any contracts which involved Conservice providing "online accounts" for Gallery II residents the same  
13 as any Conservice had which involved Conservice sending Gallery II residents their "monthly rental bills"?  
14

15  
16 RESPONSE TO REQUEST C.4:

17 Not applicable.  
18

19  
20 D1:

21 Copies of any contracts that Conservice had with Roscoe to do the monthly water bill calculations for  
22 Gallery II residents.  
23

24  
25 RESPONSE TO D1:

26 Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
27 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
28

1 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
2 burdensome, and not reasonably calculated to lead the discovery of admissible evidence. Based on  
3 the foregoing objections, Conservice will not produce these documents.  
4

5  
6 D2:

7 Copies of any contracts that Conservice had with any company or companies that involved sending  
8 out the "monthly rental bills" to Gallery II residents.  
9

10  
11 RESPONSE TO D2:

12 Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
13 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
14

15 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
16 burdensome, and not reasonably calculated to lead the discovery of admissible evidence as the PUC  
17 does not have jurisdiction over rent billing. Based on the foregoing reasons, Conservice will not  
18 produce these documents.  
19

20 D3:

21 Copies of any contracts that Conservice had with any company or companies that involved providing  
22 "online accounts" to Gallery II residents.  
23

24  
25 RESPONSE TO D3:

26 Conservice objects to the request to the extent it seeks disclosure of proprietary and/or  
27 confidential business information of Conservice, its subcontractors, and/or any of its customers.  
28

1 Conservice objects to the request to the extent the request for documents is overly broad, unduly  
2 burdensome, and not reasonably calculated to lead the discovery of admissible evidence. Subject to  
3 and without waiving the forgoing objections, Conservice is not in possession of the requested  
4 document.

5  
6  
7 D4:

8  
9 Copies of any contracts that Conservice had with ClickPay that were related to billing Gallery II  
10 residents.

11  
12 RESPONSE TO D4:

13 Conservice is not in possession of the requested document.  
14

15  
16 D5:

17 The monthly sum totals that Gallery II residents were billed for their water and wastewater usage in  
18 the months of October 2019 to May 2020.  
19

20  
21 RESPONSE TO D5:

22 Conservice produces a report detailing the total community cost for the Gallery II.  
23

24  
25 D6:

26 Any evidence supporting those amounts mentioned in D5. such as a spreadsheet of those monthly charges like  
27 found in gl070 - 3506 Highlightedfinalsummary - 9.4.19.xls in the Item 10 zip folder, copies of the "monthly  
28

1 rental bills" Conservice sent to Gallery II residents, or copies of the monthly charges from Gallery II residents'  
2 online accounts.

3  
4 RESPONSE TO D6:

5 Conservice objects to the request to the extent it is vague and ambiguous, and not reasonably  
6 calculated to lead to the discovery of admissible evidence. Conservice objects to the request to the  
7 extent the request for documents is overly broad and unduly burdensome. Based on the foregoing  
8 objections, Conservice cannot produce documents responsive to this request.  
9

10  
11 D7:

12 Copies of the "tenant data" that Conservice used to "ensure accurate tenant information" Conservice claims  
13 that they received this data daily. To make this request less burdensome I'm only asking for a printout of the  
14 Gallery II "tenant data" for one day from each of the months of the designated period.  
15

16  
17 RESPONSE TO D7:

18 After diligent review, Conservice is no longer in possession of the requested documents for the designated  
19 time period.  
20  
21  
22  
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## Total Community Cost Report

<u>Charge</u>	<u>Expense</u>	<u>Billable Expense</u>	<u>CAD</u>	<u>Billable Consumption</u>
<b>5 / 2020</b>				
Sewer	987.00	740.75	25	1087.00
Water	1640.85	1,230.64	25	3469.00
<b>4 / 2020</b>				
Sewer	987.00	740.75	25	1087.00
Water	1873.08	1,404.81	25	3960.00
<b>3 / 2020</b>				
Sewer	987.00	740.75	25	1087.00
Water	1932.68	1,449.51	25	4086.00
<b>2 / 2020</b>				
Sewer	987.00	740.75	25	108700.00
Water	1570.36	1,177.77	25	332000.00
<b>1 / 2020</b>				
Sewer	987.00	740.75	25	108700.00
Water	1224.61	918.46	25	258900.00
<b>12 / 2019</b>				
Sewer	987.00	740.75	25	108700.00
Water	1104.48	828.36	25	212400.00
<b>11 / 2019</b>				
Sewer	987.00	740.75	25	258100.00
Water	1342.13	1,006.60	25	258100.00
<b>10 / 2019</b>				
Sewer	987.00	740.75	25	159300.00
Water	828.37	621.28	25	159300.00