

1 Manfred P. Muecke (SBN: 222893)

2 mmuecke@manfredapc.com

3 **MANFRED, APC**

4 600 West Broadway, Suite 700

5 San Diego, CA 92101

6 Telephone: (619) 550-4005

7 Fax: (619) 550-4006

8 *Attorney for Plaintiff*

9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 Linnea Whitney, on behalf of herself
12 and others similarly situated,

13 Plaintiff,

14 vs.

15 Suburban Propane, L.P.,

16 Defendant.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 Upon information and belief, Plaintiff Linnea Whitney (“Plaintiff”) on
2 behalf of herself and others similarly situated, by her undersigned attorney, alleges
3 as follows:
4

5 **INTRODUCTION**

6 1. This action concerns unlawful billing practices imposed on Plaintiff
7 and other consumers (collectively, the “Class”) by Defendant Suburban Propane,
8 L.P. (“Suburban Propane” or “Defendant”) concerning quantities of propane gas that
9 were not and could not have been reasonably consumed by Plaintiff and the Class.
10

11 2. Shortly after the start of the COVID-19 pandemic in early 2020 and the
12 imposition of a State of Emergency by the Governor of California, Plaintiff and the
13 Class were besieged by unconscionably high bills proffered by Defendant for
14 volumes of propane gas that far exceed any reasonable amount that would be
15 consumed by Plaintiff and the Class.
16

17 3. Despite numerous and vociferous challenges to Defendant’s bills by
18 Plaintiff, Defendant has steadfastly refused to correct its egregious billing errors and
19 reissue billing statements that accurately reflect the propane gas consumed by
20 Plaintiff and the putative Class.
21

22 4. Defendant’s patently unfair billing practices violate the California state
23 Rosenthal Fair Debt Collection Practices Act. Cal. Civ. Code §1788, *et seq.*
24 Defendant has also breached the implied covenant of good faith and fair dealing
25 owed to Plaintiff and the Class by engaging in unlawful billing practices. Defendant
26
27
28

1 has also been unjustly enriched by its unlawful billing practices that also give rise to
2 a violation of the California's unfair competition statute at Cal. Bus. & Prof. §17200,
3 *et seq.*
4

5 **PARTIES**

6 5. Plaintiff Linnea Whitney is a former resident of Siskiyou County and
7 still maintains an account with Defendant for past delivery of propane gas to her
8 previous residence in Siskiyou County.
9

10 6. Defendant Suburban Propane, L.P. is a Delaware limited partnership
11 headquartered in Whippany, New Jersey. Suburban Propane is a wholly owned
12 limited partnership entity of Suburban Propane Partners, L.P., ("Suburban Propane
13 Partners") a publicly traded Delaware limited partnership.
14

15 7. Plaintiff reserves the right to amend this Complaint to name Suburban
16 Propane Partners as an additional Defendant upon discovery.
17

18 **JURISDICTION AND VENUE**

19 8. This Court has subject matter jurisdiction under claims arising
20 pursuant to 28 U.S.C. §1332, *et seq.*
21

22 9. Venue is proper in this Court pursuant to 28 U.S.C. §1391 *et seq.*
23 inasmuch Plaintiff resides in this District and because a substantial part of the events
24 giving rise to Plaintiff's claims occurred in this judicial district. Venue is also proper
25 in this Court under 18 U.S.C. §1965(a) because Defendant regularly transacts
26 substantial business in this District.
27
28

1 municipal gas line or to a propane gas storage tank that sits on a residential or
2 commercial property.

3 15. To determine the propane gas consumed by a business or consumer
4 residence, a representative of Suburban Propane will read the gas meter at the
5 business or residence to measure the volume of propane gas consumed during a
6 certain time period on an approximate monthly basis for billing the business or
7 residence for the propane gas actually consumed during the applicable time period.
8
9

10 **Defendant Billed Plaintiff and Its Customers**
11 **For Propane Gas That Was Not Consumed**

12 16. From at least 2020 onward, Defendant billed Plaintiff and the Class for
13 amounts of propane gas that were not actually consumed by its customers. The
14 extraordinarily high amounts falsely billed by Suburban Propane varied drastically
15 from the facially plausible bills that had previously been issued to Plaintiff and the
16 Class.
17

18 17. Propane gas consumption is generally measured in units or quantities
19 in British Thermal Units (“BTUs”), cubic feet, or standard gallon units.
20

21 18. To illustrate Defendant’s unconscionable billing practices, Plaintiff was
22 billed in June 2020 for approximately 24,225 cubic feet of propane gas consumed
23 over nearly two months which is roughly equivalent to nearly 61 million BTUs of
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1 propane gas.¹ According to data furnished by the U.S. Energy Information
2 Administration², the annual propane gas consumption for households in the Western
3 region of the United States was 27 million BTU in 2015 which equates to
4 approximately 10,731 cubic feet of propane gas. As such, Defendant's June 2020
5 billing statement falsely states Plaintiff and her husband consumed over twice the
6 average annual household consumption of propane gas over a two-month period in
7 the mild spring season months spanning from April through early June 2020.
8
9

10 19. Defendant's exorbitant billing practices strain credulity as it is virtually
11 impossible for its customers to have consumed the amount of propane gas set forth
12 on the patently false billing statements issued by Suburban Propane to Plaintiff and
13 the Class.
14

15
16 **Plaintiff Has Suffered From Defendant's Unlawful Billing Practices**

17 20. On December 2, 2019, Plaintiff contracted with Suburban Propane to
18 have Defendant provide propane gas to Plaintiff's residence on a regular basis. See
19 Exhibit A. Plaintiff further agreed to pay Defendant on a per gallon unit basis as
20 expressed consistently throughout Defendant's contract. Payment to Defendant for
21 consumption of propane gas would be based on a meter read at the residence for
22
23

24 ¹ For propane gas unit conversions, see generally <https://portal.ct.gov/DRS/Publications/Policy-Statements/1992/PS-92-10-1> (last accessed April 8, 2022); and
25 <https://www.eia.gov/energyexplained/units-and-calculators/> (last accessed April 8, 2022)

26 ² 2015 Residential Energy Consumption Survey: Energy Consumption and Expenditure Tables –
27 Table CE2.5 Annual household site fuel consumption in the West - totals and averages, 2015; U.S.
28 Energy Information Administration; Release Date: May 2018; available at:
<https://www.eia.gov/consumption/residential/data/2015/c&e/pdf/ce2.5.pdf> (last accessed April 8, 2022)

1 propane gas “applicable to Customer.” Plaintiff also agreed to pay a \$150 security
2 deposit to Suburban Propane as requested by Defendant to start residential service.

3 21. On June 30, 2020, Suburban Propane issued a billing statement to
4 Plaintiff in the amount of \$4,443.25 based on a purported consumption of 24,225
5 cubic feet of propane gas. See Exhibit B. This egregious dollar amount and stated
6 consumption of propane gas far and away exceeds any reasonable consumption of
7 propane gas that Plaintiff could have undertaken.
8
9

10 22. Further, Defendant elected to present bills for propane gas purportedly
11 consumed by Plaintiff and the putative class in cubic feet units of measurement
12 which is inconsistent with the gallon units of measurement called out in the form
13 contract set forth by Defendant.
14

15 23. Reasonably believing an administrative calculation error had been
16 made by Defendant, Plaintiff’s husband engaged in a series of phone calls on behalf
17 of Plaintiff with the local office of Suburban Propane in an attempt to resolve what
18 appeared to a clear billing error.
19
20

21 24. Stunningly, Defendant stood firm, refused to substantiate its outlandish
22 billing statement, and elected not to correct the June 30, 2020 billing statement.
23

24 25. Plaintiff understandably refused to pay the June 30, 2020 statement
25 without a substantial correction made to reflect the actual and facially reasonable
26 consumption of propane gas consumed by Plaintiff for the time period reflected in
27 the June 30, 2020 statement.
28

1 26. Notably, Defendant did not submit any written demands detailing or
2 otherwise supporting its June 30, 2020 billing statement.

3 27. After several phone conversations, Defendant suggested a broken or
4 malfunctioning meter may have been the cause of the erroneous statement. As such,
5 Defendant appeared to credit or otherwise correct the \$4,443.25 amount previously
6 demanded by Defendant.
7

8 28. In billing statements issued by Defendant to Plaintiff issued on
9 September 30, 2020 onward until May 14, 2021, Defendant did not reference the
10 \$4,443.25 amount billed on June 30, 2020 and as such, Plaintiff reasonably believed
11 the billing error had been resolved.
12

13 29. Yet on May 14, 2021, Defendant doubled down on its unlawful billing
14 practices by issuing yet another unconscionable billing statement in the amount of
15 \$7,186.25 based on Plaintiff's purported consumption of 37,203 cubic feet of
16 propane gas consumed over a period of nearly two months which again, could not
17 have been reasonably consumed by Plaintiff and her husband.
18

19 30. Again, Plaintiff and her husband engaged in a frustrating series of calls
20 with Defendant that did not culminate in any effort by Defendant to either support
21 its billing or otherwise correct what appeared to a manifestly gross billing error.
22 Plaintiff steadfastly refused to pay the May 14, 2021 billing statement until a
23 corrected billing statement was issued by Defendant.
24
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1 31. Suburban Propane even undertook scorched earth tactics by sending a
2 company representative out to Plaintiff's residence with a directive to shut down
3 Plaintiff's access to propane gas from the common municipal gas line for failing to
4 pay Defendant's utterly false billing statements. Thankfully, the company
5 representative who arrived at Plaintiff's residence with this directive chose not to
6 undertake such a drastic measure.
7

8
9 32. As of date, Plaintiff and her husband have since relocated to another
10 region in California, but Plaintiff is unable to close out her account with Defendant
11 and obtain a refund of their \$150 security deposit remitted by Plaintiff at the
12 inception of service.
13

14 33. Even more, Defendant has deleted all of Plaintiff's online access to
15 previous billing statements and invoices it previously issued to Plaintiff. Instead,
16 Suburban Propane has summarily issued what appears to be a contrived outstanding
17 balance owing in the amount of \$9,999.99 that is not supported by any
18 documentation of purported consumption of propane gas by Plaintiff. See Exhibit D.
19
20

21 34. Plaintiff has incurred substantial time, effort, and expense as well as
22 considerable anxiety and stress in trying to resolve the egregious billing practices of
23 Defendant.
24

25 **Defendant Refused To Support Its Claims For Its Unconscionable Bills**

26 35. Suburban Propane has failed to undertake any efforts to substantiate the
27 high bills it has issued to Plaintiff and other customers.
28

1 36. Defendant has not issued documents, conducted testing of meter
2 equipment, or undertaken any other measures that would support the extraordinarily
3 high bills it has issued to Plaintiff and the Class.

4
5 37. Even more, Defendant has limited its interactions with Plaintiff and
6 other members of the class concerning challenges to its billing practices to telephone
7 conversations while carefully avoiding any detailed or otherwise informed written
8 documentation concerning its billing practices beyond the billing statements at issue.
9

10 **Plaintiff And The Class Continue To Be Subject**
11 **To Defendant's Unlawful Billing Practices**

12 38. The economic harm to Plaintiff and the Class stemming from Suburban
13 Propane's unlawful billing practices is hardly confined to customers of Defendant
14 who reluctantly paid the high amounts billed to them to ensure continued delivery
15 of propane gas.
16

17 39. Indeed, other residential and business customers who have
18 understandably refused to have pay these exorbitant sums have struggled to recoup
19 previously paid deposits upon a termination of their propane gas agreements with
20 Defendant.
21

22 40. Pointed public statements gathered from online reviews of Suburban
23 Propane in Yreka, Siskiyou County submitted through the Google platform
24 underscore the issues confronted by Plaintiff and the Class as illustrated below.
25
26

27 "Closed my account in early October after moving. Was still charged for all
28 of October as the meter read didn't happen for another three weeks. It is now

1 almost January and I still have not received my deposit, after placing a call I
2 was informed that suburban "doesn't know" why my deposit hasn't been
3 mailed (this is after multiple phone calls over the last few months trying to get
4 my deposit back). This is unprofessional business practice and I hope to never
5 have to deal with Suburban Propane in Yreka again.” – Rewpert

6 “Delivery was good and earlier than expected. Price is unreasonable and I
7 consider it Price Gouging. I will be inquiring with the State Attorney Generals
8 [sic] office about Price Gouging of the Public. I would not recommend
9 Suburban to anyone for propane service. Gasoline keeps going down in price
10 while Propane goes up for no apparent reasons.” – Jim Powell

11 “Horrible!!!! I’ve lived here 5 years, my average cost of propane was
12 1500\$ then it went up to 3300\$ okay, I’ve been paying that, no problem..
13 NOW I got a bill stating from Jan to Sep I used almost 6,000\$ of
14 propane!!!!!!!!!!!!!! That would mean I’d been filled up once a month! That’s
15 BS! This is down right HORRIBLE! There’s NO WAY you could use
16 500\$ worth of propane a month! No WAY!” – katie Barnes

17 41. Plaintiff and other Class Members continue to be beset by Defendant’s
18 unconscionably high invoices for propane gas that was never consumed as well as
19 potential collection efforts on unlawful billing statements that would require time,
20 expenses, and resources to defend.

21 **Suburban Propane’s Arbitration Clause Is Unlawful**

22 42. Suburban Propane issued an arbitration clause in its Service Agreement
23 in the form of an addendum. See Exhibit A.

24 43. Plaintiff contends the language in the arbitration provision is unlawful
25 and renders the arbitration provision void.

26 44. Plaintiff intends to vigorously contest any invocation of the arbitration
27 provision by Defendant to Plaintiff’s claims as set forth herein.
28

CLASS ACTION ALLEGATIONS

1
2 45. Pursuant to Fed. R. Civ. P. 23(a) and 23(b), Plaintiff brings this action
3 individually and on behalf of all similarly situated individuals.

4 46. The proposed class is defined as follows:

5
6 All Siskiyou County consumers who were billed by Defendant for
7 unconsumed propane gas at any time during the applicable statute of
8 limitations.

9 47. The members of the class are so numerous that joinder of all members
10 is impracticable. While the precise number of class members has not been
11 determined at this time, upon information and belief, there are thousands of
12 individuals in the class. The identities of the class members can be determined from
13 Suburban Propane's records.

14
15 48. Plaintiff reserves the right to amend the proposed class definition upon
16 discovery and a motion for class certification.

17
18 49. There are questions of law and fact common to the class that
19 predominate over questions solely affecting individual members.

20 50. The common questions of law and fact include, but are not limited to:

21 a. Whether Suburban Propane falsely billed its customers for volumes
22 of propane gas they did not consume;

23
24 b. Whether Suburban Propane collected monies and has retained
25 security deposits in connection with its unlawful billing practices;
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- 1 c. Whether Suburban Propane violated the implied covenant of good
- 2 faith and fair dealing;
- 3 d. Whether Suburban Propane's billing practices violated the
- 4 Rosenthal Fair Debt Collection Practices Act;
- 5
- 6 e. Whether Suburban Propane was unjustly enriched as a result of its
- 7 unlawful billing practices;
- 8
- 9 f. Whether Suburban Propane's failure to provide accurate billing
- 10 statements for propane gas to its customers is unfair; and
- 11
- 12 g. The proper measure and calculation of damages.

13 51. The questions of law and fact listed above will yield common answers
14 for Plaintiff and the class as to whether Suburban Propane is liable for the alleged
15 legal violations.

16 52. Plaintiff's claims are typical of those of the members of the class.
17 Plaintiff, like other class members, was subject to the unlawful practices described
18 herein.
19

20 53. Plaintiff will fairly and adequately protect the interests of the class and
21 has retained counsel experienced in complex class action litigation.
22

23 54. Class treatment is appropriate under Fed. R. Civ. P. 23(b)(2) because
24 Suburban Propane has acted on grounds that apply generally to the class, so that final
25 injunctive relief or corresponding declaratory relief is appropriate with respect to the
26 class.
27
28

1 59. Suburban Propane owed Plaintiff and the members of the putative class
2 a duty of good faith and fair dealing by virtue of their contractual relationship.

3 60. Under the propane gas delivery agreements, Suburban Propane had the
4 discretion to bill customers based on its own reading of meters at the residence or
5 business where propane gas was delivered and stored for consumption by
6 Defendant's customers.
7

8 61. Plaintiff and the members of the putative class had a reasonable
9 expectation that Suburban Propane would exercise this discretion fairly and in good
10 faith, without depriving Plaintiff and the members of the putative class of their right
11 to be billed accurately and honestly for propane gas actually consumed.
12

13 62. Suburban Propane's failure to proffer accurate bills for propane gas in
14 the unit measurements set forth in the service agreement actually consumed has
15 disappointed the legitimate expectations of Plaintiff and the members of the putative
16 class of being billed only for the propane gas actually consumed.
17

18 63. Suburban Propane's conduct has thereby deprived Plaintiff and the
19 members of the putative class of one of the key benefits of their contracts and
20 constitutes a willful violation of the obligation of good faith and fair dealing owed
21 to Plaintiff and the Class for the improper purpose of unfairly maximizing revenue
22 from overcharges and retention of security deposits paid by Plaintiff and members
23 of the putative class.
24
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1 69. As a result of Suburban Propane’s failure to accurately and honestly
2 bill its customers for propane gas actually consumed by its customers as described
3 herein, Suburban Propane has been unjustly enriched.

4
5 70. Suburban Propane was enriched under such circumstances that it
6 cannot conscientiously retain its gain at Plaintiff’s and the putative class’s expense.

7
8 71. Plaintiff and the members of the putative class have been injured as a
9 direct and proximate result of Suburban Propane’s unlawful conduct.

10 **COUNT III**

11 **Violation the Rosenthal Fair Debt Collection Practices Act**
12 **Cal. Civ. Code § 1788, *et seq.***
13 **(On Behalf of Plaintiff and the Putative Class)**

14 72. Plaintiff restates and incorporates by reference the above paragraphs as
15 if fully set forth herein.

16 73. The Rosenthal Fair Debt Collection Practices Act (“Rosenthal Act”)
17 generally prohibits unfair and unlawful debt collection practices, including attempts
18 to collect a debt based on false and misleading communications. Cal. Civ. Code §
19 1788.1(b)

20
21 74. Suburban Propane is considered a debt collector under the Rosenthal
22 Act. Cal. Civ. Code §1788.2(c).

23
24 75. The Rosenthal Act incorporates certain provisions of the Federal Debt
25 Collection Practices Act (“FDCPA”) which prohibits false representations
26 concerning the ... “character, amount, or legal status of any debt.” Cal. Civ. Code §
27 1788.17. (*citing* 15 U.S.C. § 1692e (2))
28

1 82. The UCL defines unfair competition to include any “unlawful, unfair,
2 or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200.

3 83. By committing the acts and practices alleged herein, Suburban Propane
4 has engaged in unfair business acts and practices in violation of the UCL.
5

6 84. The unlawful and unfair business acts described herein are ongoing and
7 adversely affect not only plaintiff but also scores of residents and businesses who
8 have been subject to the false billing practices undertaken by Defendant.
9

10 85. Plaintiff seeks all available restitution-based remedies available under
11 the UCL as well as public injunctive relief to ensure Defendant establishes lawful
12 billing practices for past, current and future residents of Siskiyou County and any
13 surrounding areas where the alleged unlawful billing practices took place.
14

15 **Violation Of The Unlawful Prong of the UCL**
16

17 86. The UCL is violated if an underlying predicate statute, law, or
18 regulation is also violated by Defendant.

19 87. A violation of a relevant statute is an independently actionable violation
20 of the UCL.
21

22 88. Suburban Propane has violated the UCL through its unlawful billing
23 practices that violate the Rosenthal Act as described above.
24

25 89. Suburban Propane’s conduct is unlawful within the context of the
26 unlawful prong of the UCL.
27
28

1 90. As a result of Suburban Propane’s unlawful conduct in violation of
2 Rosenthal Act, Plaintiff and the Subclass were harmed by Defendant’s violation of
3 the unlawful prong of the UCL.
4

5 **Violation Of The Unfair Prong of the UCL**

6 91. A business act or practice is “unfair” under the UCL if it offends an
7 established public policy or is immoral, unethical, oppressive, unscrupulous, or
8 substantially injurious to consumers, and that unfairness is determined by weighing
9 the reasons, justifications, and motives of the practice against the gravity of the harm
10 to the alleged victims. Suburban Propane has violated the UCL’s proscription against
11 unfair business practices by, among other things: failing to accurately and honestly
12 bill its consumers for propane gas actually consumed.
13
14

15 92. There is no societal benefit from Suburban Propane’s conduct—only
16 harm to consumers. Suburban Propane has engaged in immoral, unethical,
17 oppressive, and unscrupulous activities that are substantially injurious to consumers,
18 and the gravity of its conduct outweighs any alleged benefits attributable to such
19 conduct.
20
21

22 93. California has an established public policy proscribing inaccurate and
23 unlawful billing practices as it relates to the provision of critically necessary
24 resources during the time of a pandemic.
25

26 94. Suburban Propane’s conduct in falsely billing for and collecting sums
27 for propane gas not consumed by its customers offends public policy.
28

1 95. There were reasonably available alternatives to further Suburban
2 Propane's legitimate business interests, other than the conduct described herein.

3 96. The injury caused by Suburban Propane's failure to accurately bill for
4 propane gas actually consumed by Plaintiff and the Class is substantial in light of
5 the facially unconscionable bills received by Plaintiff and the Class.
6

7 97. Plaintiff and the members of the putative class have been injured as a
8 direct and proximate result of Suburban Propane's conduct in violation of the UCL.
9 Plaintiff and the members of the putative class lost money or property and suffered
10 injury in fact because Suburban Propane falsely billed and collected, and continues
11 to falsely bill and collect, monies in excess of the actual consumption of propane gas
12 by the Plaintiff and the putative class.
13
14

15 98. Plaintiff and the members of the putative class were unable to
16 reasonably avoid these harms because the analysis required to determine the accurate
17 billing for propane gas actually consumed by Plaintiff and the Class was and still is
18 in the exclusive knowledge of Suburban Propane.
19
20

21 99. Plaintiff therefore requests that this Court grant the relief enumerated
22 below. Otherwise, Plaintiff and the members of the putative class may be irreparably
23 harmed and/or denied an effective and complete remedy.
24

25 **INDIVIDUAL CLAIM**

26 **COUNT V**

27 **Negligent Infliction Of Emotional Distress**
28 **(Individually On Behalf of Plaintiff Only)**

1 100. Plaintiff restates and incorporates by reference the above paragraphs as
2 if fully set forth herein.

3 101. Defendant had a duty to Plaintiff to accurately bill Plaintiff for propane
4 gas that was actually consumed by Plaintiff.

5
6 102. Defendant also had a duty to timely and truthfully communicate with
7 Plaintiff regarding any discrepancies or errors in the billing presented to Plaintiff for
8 the delivery and consumption of propane gas.

9
10 103. Defendant breached its duty to Plaintiff by engaging in unlawful billing
11 practices as described herein.

12
13 104. Particularly, Defendant breached its duty to accurately bill Plaintiff by
14 presenting bills to Plaintiff that dramatically exceeded any reasonable consumption
15 of propane gas that Plaintiff may have undertaken.

16
17 105. Defendant further breached its duty to Plaintiff by failing to timely
18 respond to outreaches by Plaintiff and her husband to resolve the billing errors in
19 good faith.

20
21 106. Defendant also breached its duty Plaintiff by omitting to provide any
22 documentation or evidence substantiating the proffered billing statement that greatly
23 exceeded the reasonable and actual consumption of propane gas by Plaintiff.

24
25 107. Plaintiff incurred harm through time and resources expended
26 addressing and attempting to resolve the unlawful billing practices of Defendant.
27
28

1 108. In particular, Plaintiff suffered emotional distress in the form of mental
2 distress, anguish, and anxiety by engaging in numerous phone calls and emails over
3 several weeks and months in an attempt to resolve the egregious billing error that
4 reflected an outrageously high dollar amount that was not actually owed to
5 Defendant.
6

7 109. On several occasions, Defendant left Plaintiff on hold for hours on in
8 when Plaintiff called to attempt to discuss and resolve the billing error. Defendant
9 also refused to direct Plaintiff to the appropriate point person or manager to discuss
10 the billing issues when Defendant actually answered Plaintiff's call. Defendant also
11 failed to return Plaintiff's calls on numerous occasions after Plaintiff had left
12 repeated messages with Defendant to discuss the billing issues.
13
14

15 110. In an intimidating tactic to pressure Plaintiff to pay the outrageous bills
16 proffered by Defendant, Suburban Propane even went so far as to send a company
17 representative to Plaintiff's residence to shut off access to propane gas which would
18 have all but rendered Plaintiff's residence inhabitable. Thankfully, the company
19 representative elected not to shut off Plaintiff's access to propane gas.
20
21

22 111. Defendant should have readily foreseen Plaintiff would understandably
23 incur emotional distress over the visit of a company representative with direction by
24 his supervisor within Suburban Propane to shut off Plaintiff's access to propane gas.
25

26 112. Defendant should have also foreseen Plaintiff would incur emotional
27 distress as a result of the unconscionably high dollar amount on its bills issued to
28

1 Plaintiff via its unlawful billing practices. Defendant also should have foreseen
2 emotional distress would result from its steadfast refusal to engage Plaintiff over a
3 period of time that Defendant knew Plaintiff was repeatedly attempting to
4 communicate with Defendant to contest and resolve the billing errors.
5

6 113. As a result of Defendant's negligent infliction of emotional distress,
7 Plaintiff seeks all available damages at law in an amount to be proven at trial.
8

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiff, individually and on behalf of the members of the
11 putative class, prays for relief as follows:
12

- 13 A. Certification of this action as a class action pursuant to Fed. R. Civ. P.
14 23;
15
16 B. The appointment of Plaintiff as class representative and her counsel as
17 class counsel;
18
19 C. A declaration that the practices complained of herein are unlawful and
20 violate the laws of California alleged herein;
21
22 D. A public injunction against Defendant from engaging in the unlawful
23 practices complained of herein against Plaintiff and the general public;
24
25 E. Awarding Plaintiff and the members of the putative class their damages
26 in an amount to be determined at trial, including compensatory damages,
27 consequential damages, punitive damages, statutory damages, and any
28 other damages provided under relevant laws;

- 1 F. Disgorgement of, restitution of, and/or imposing a constructive trust
2 upon, the ill-gotten gains derived by Defendant from its unjust
3 enrichment;
4
5 G. An order finding Defendant violated the implied covenant of good faith
6 and fair dealing owed to Plaintiff and members of the putative class;
7
8 H. An order awarding Plaintiff and the members of the putative class pre-
9 judgment and post-judgment interest, as allowed by law;
10
11 I. An order finding Defendant did negligently inflict emotional distress
12 upon Plaintiff;
13
14 J. An order awarding Plaintiff and the class attorney's fees, costs, and
15 expert costs; and
16
17 K. Such further relief as may be appropriate.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff demands a trial by jury on all issues so triable.

20 Dated: April 8, 2022

21 **MANFRED, APC**

22 s/ Manfred P. Muecke

23 Manfred P. Muecke (SBN: 222893)

24 mmuecke@manfredapc.com

25 600 West Broadway, Suite 700

26 San Diego, CA 92101

27 Telephone: (619) 550-4005

28 Fax: (619) 550-4006

Attorney for Plaintiff

Exhibit A



RESIDENTIAL CUSTOMER SERVICE AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

| | | | |
|---|----------------|-------------------------------|-----------------------|
| Suburban Propane, L.P. ("Suburban" or "Seller") Address: 212 State St Yreka CA 96097 | | | |
| Telephone | 530 842 - 3575 | Fax | 530 842 - 7415 |
| Email | | KG EDG E @suburbanpropane.com | |
| Agreement Date | Account Number | Account Representative Name | CSC Number |
| 12/02/2019 | 71431 | KIRA | 1638 |
| Name ("Customer") | | Telephone | |
| LINNEA WHITNEY | | [REDACTED] | |
| Customer's Email | | Cell Telephone | Fax |
| [REDACTED] | | [REDACTED] | [REDACTED] |
| Billing Address | | City | State Zip Code |
| [REDACTED] | | [REDACTED] | [REDACTED] |
| Delivery Address | | State | Zip Code |
| [REDACTED] | | [REDACTED] | [REDACTED] |
| Delivery Address Owner (if not Customer ("Landowner")) | | Telephone Number | Cell Telephone Number |
| [REDACTED] | | [REDACTED] | [REDACTED] |

1. **PROPANE AND EQUIPMENT:** Customer agrees to purchase all requirements for LP-Gas ("Propane") from Suburban and to use Propane only as a fuel source for heating units and appliances. Seller shall lease, maintain (and install when necessary) at the Delivery Address Suburban-owned storage tanks, regulators and/or meters as is necessary for Propane service, including, but not limited to, such items identified in any Suburban work order or other Suburban records ("Equipment"). Seller may replace, add or adjust Equipment if necessary in Seller's judgment or as requested by Customer, which items shall also be regarded as "Equipment" hereunder. Title to Equipment shall remain with Suburban at all times and shall not pass to Customer, any subsequent purchaser of the Delivery Address or other third party (including creditors). Equipment shall not become fixtures notwithstanding the manner in which it is affixed to property. Customer warrants that he/she has the legal right and Landowner's consent, if applicable, to have the Equipment installed and used at the Delivery Address for the duration of this Agreement. Customer agrees that only Suburban and its authorized representatives shall deliver Propane to, and have contact with, the Equipment. Title to any exterior and/or interior propane piping installed by Suburban is hereby conveyed to Customer. Customer is responsible for proper grounding/bonding of propane piping, shall arrange for protection of regulators from the elements and, where applicable, for protection of piping and Equipment from the forces of accumulated snow/ice.

2. **PRICE AND FEES:** As compensation for Suburban's (i) supply to Customer of Propane, (ii) lease to Customer of the Equipment, and (iii) provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery/meter read ("Price"), and (b) Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of billing. **Customer understands and agrees that, unless otherwise stated by Suburban in writing, any Price Quoted by Suburban on or prior to the Agreement Date applies only to Customer's first delivery of Propane and that Customer's Price for subsequent deliveries of Propane could vary with each such delivery.** Customer also understands and agrees that the Price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by Suburban to acquire, store and deliver the Propane sold to Customer, the volume of Propane purchased by Customer and prevailing conditions. Because of this variability in Price, Customer acknowledges that the Price paid by Customer for any delivery of Propane may be different from (A) the Price charged to Customer for an earlier or later delivery of Propane, (B) the price charged at any time to other purchasers of Propane by Suburban or any other company, or (C) any published price index.

The Initial amounts of Fees to be charged to Customer include:

SECURITY DEPOSIT: \$ 150.00
 MINIMUM MONTHLY PURCHASE REQUIREMENT ("MMR"): \$ _____
 NONREFUNDABLE EQUIPMENT RENTAL FEE: \$ _____ per _____
 INSTALLATION FEE: \$ 50.00
 SAFETY PRACTICES & TRAINING FEE: \$ 9.92
 EARLY TERMINATION FEE: \$ _____
 PER DELIVERY METER READ FEE: \$ 9.00

*Payable if Customer terminates this Agreement prior to initial term as agreed upon damages and not as a penalty.

Suburban may also charge other Fees, including, but not limited to, a Transportation Fuel Surcharge Fee, Emergency/Special Delivery Fee and the Fees set forth elsewhere in this Agreement. Fees may be based on Propane gallons delivered to Customer or on other bases, including, but not limited to, a per delivery basis or a periodic basis.

The Safety Practices & Training Fee is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with Suburban's own vehicle and facility inspections as well as Suburban's employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the Price. The Safety Practices & Training Fee and other Fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and other Fees are not collected on behalf of, or remitted to, any governmental entity.

Customer understands and agrees that the specific Fees charged and the amount of those Fees may vary over time. Customer acknowledges and agrees that itemization of Price and Fees on Suburban's Delivery Invoice, Delivery Notice or Statement will be sufficient and adequate notice to Customer of those Price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, Price and/or the amount or nature of Fees. Customer may obtain information about Suburban's current Price and Fees, and delivery terms and options, applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at www.suburbanpropane.com/fees.

3. **PROPANE USAGE AT DELIVERY ADDRESS:** Customer shall notify Suburban of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel deliveries; before any change in occupancy of the Delivery Address; before any Propane-fueled unit or appliance at the Delivery Address is worked on, altered, connected, disconnected or replaced; and before start-up of seasonal equipment.

4. **TERM OF AGREEMENT:** This Agreement shall continue for three (3) years from the Agreement Date ("initial term") and thereafter shall automatically renew on a month to month basis unless terminated at the end of the initial term or a subsequent anniversary date by Suburban or Customer upon not less than thirty (30) days prior written notice to the other party as set forth in paragraph 13 of this Agreement. If during the term of this Agreement, Customer shall purchase Propane from a supplier other than from Suburban, Suburban may elect to terminate this Agreement for Customer's breach. Either party can terminate this Agreement immediately upon a default by the other. This Agreement may be terminated by Suburban for health and/or safety reasons. Suburban's right to collect Late Payment Charges shall not prohibit or restrict it from declaring a payment default and terminating this Agreement.

5. **PAYMENT:** Customer may pay for the Propane delivered to Customer's Residence if Customer is not present at the time of delivery. Payment in full is due upon the earlier of the Customer's receipt of Suburban's Invoice or monthly Statement. Suburban may suspend Propane delivery, and disconnect and/or lock Equipment, without further notice, if the account balance is not paid in full within thirty (30) days of the delivery date. Reconnection of Equipment after a suspension is subject to a Reconnection Charge. A Late Payment Charge will be assessed on any balance of \$10.00 or more not paid within thirty (30) days of the delivery date. The Late Payment Charge will be calculated based upon an interest rate of 18% per annum or the maximum amount permitted by law, whichever is lower, on the overdue or average daily balance beginning from the earlier of the Invoice date or Statement date. If Customer's credit shall for any cause be deemed unsatisfactory by Suburban, Suburban shall have the right to require payment in advance before making further deliveries. Title to Propane shall transfer from Suburban to Customer upon delivery, but Customer agrees and expressly authorizes Suburban to remove from Equipment those gallons of Propane for which Customer has not made full payment within sixty (60) days of the delivery date thereof. Security Deposits shall not earn interest unless required by law.

6. **SAFETY:** Customer agrees to provide occupants of the Delivery Address and all end users of the Propane sold hereunder with safety information provided by Suburban. For additional safety information, including natural disaster/weather-related warnings, visit www.suburbanpropane.com or call 1-888-2230029. Customer shall ensure that all end users are familiar with the odor of Propane, and acknowledges that Suburban recommends the installation of UL-listed Propane gas detectors and carbon monoxide detectors in basements, and elsewhere as recommended by the manufacturer, to provide an additional warning of the presence of Propane or carbon monoxide.

7. **MAINTENANCE; ACCESS; SERVICE:** Customer agrees that no service, connections, disconnections or the like will be made to Equipment except by Suburban's employees, affiliates or authorized representatives. Customer shall at all times provide Suburban with unobstructed access (without risk or liability for trespass) to deliver to, test, service, change or remove Equipment, to remove from Equipment those gallons of Propane for which Customer has not made full payment within sixty (60) days of the date of delivery thereof. If access across a Customer-owned bridge is required, Customer shall, as a condition precedent to Suburban's obligations, satisfy Suburban that the bridge will safely accommodate the weight of the delivery vehicle. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way. Suburban may disconnect any appliance or Equipment, regardless of ownership, deemed by Suburban to be unsafe. Customer shall surrender Equipment upon any termination of this Agreement in the same condition as received, normal wear excepted. Customer further agrees to notify Suburban immediately, both orally and in writing, of any apparent Equipment malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

8. **TERMINATION:** Customer hereby agrees that upon termination of this Agreement Suburban shall have the absolute right to remove its Equipment without notice or process of law, and Suburban shall not be liable for any injury or damage to the Delivery Address property in connection with Equipment removal, or to charge Customer up to the replacement cost of its Equipment. Upon termination of this Agreement not resulting from a default by Suburban, Customer agrees to pay to Suburban applicable Restocking (Pump Out) Fees, Closeout (Tank Pickup) Fees and other Fees relating to termination of service (see www.suburbanpropane.com/fees for descriptions of Fees).

9. **RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for him/herself, his/her employees and agents, and all other third parties, hereby releases, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless resulting from the sole negligence or any other actionable conduct of Suburban; (2) Customer's use of Equipment or tampering or unauthorized servicing thereof; (3) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (4) any Customer-owned bridge failure or other premises liability; (5) exhaustion of Customer's Propane supply; (6) service discontinuance; (7) Customer's breach of this Agreement; (8) any negligent acts or omissions on part of Customer. Customer, for him/herself, his/her employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination or expiration of this Agreement.

10. **UNCONTROLLABLE INTERRUPTION OF SERVICE OR FORCE MAJEURE LOSS:** Customer agrees that Suburban shall not be liable to Customer or other party for any injury, loss or damage, for delay or failure to supply Propane or for any failure to perform this Agreement when any of the foregoing is due to or results from any "force majeure" condition such as flood, fire, lightning or any other adverse weather or environmental condition, explosion, power blackout, labor dispute, unavailability of Propane, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control whether or not similar to the foregoing.

11. **LICENSES, PERMITS AND TAXES:** Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, installation, storage or use of Propane sold or Equipment leased hereunder.

12. **SUCCESSORS; ASSIGNMENT; SUBCONTRACTING:** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Suburban. Suburban may assign this Agreement to its affiliates at any time, and reserves the right to subcontract any or all of its obligations under this Agreement.

13. **NOTICES:** All communications and notices shall be effectively given if in writing and mailed postage prepaid (certified mail for termination notices) to the respective address for Suburban and Customer set forth above. Customer authorizes Suburban to leave a notice at the Delivery Address if any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Customer's attention.

14. **APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction where the Delivery Address is located. This Agreement including the **Dispute Resolution Procedures Addendum** attached hereto and made a part hereof, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement to unilaterally change Prices and Fees at any time, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Seller in writing. Any Addendum to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated in such Addendum.

15. **CUSTOMER'S CREDIT CHECK AUTHORIZATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate his/her credit prior to Suburban's acceptance of this Agreement.

16. **CUSTOMER'S REPRESENTATION:** By signing this Agreement, Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of Suburban's Safety Tips attached hereto.

17. **LANDOWNER'S CONSENT:** If Customer is not the owner of the Delivery Address, Customer agrees to provide Suburban with a copy of Suburban's "Landowner's Consent to Installation of Propane Gas Equipment," signed by the Landowner.

Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

SUBURBAN By: _____
Signature of Suburban Manager (see instructions)
Print Name and Title SAR HAHRY N

CUSTOMER: _____
Signature of Customer
Print Name LINNEA WHITNEY



**DISPUTE RESOLUTION PROCEDURES ADDENDUM
TO RESIDENTIAL AND COMMERCIAL PROPANE
SERVICE AGREEMENTS ("AGREEMENT")**

Customer and Suburban hereby agree that any and all Disputes (as that term is hereinafter defined) between them arising from this Agreement or any prior agreement between them, and/or the relationship created hereby or thereby, or otherwise, will be exclusively resolved by final and binding arbitration. **Customer and Suburban agree that, by entering into this Agreement, they each are waiving the right to a trial by judge or jury or to participate in a class action with respect to any Dispute, and any other rights available in a lawsuit.** For ease of administration and convenience, the parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Procedures Addendum ("Addendum"). This Addendum shall survive termination of this Agreement.

Capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning as in the Agreement. For purposes of this Addendum, a "Dispute" shall be broadly interpreted to include, without limitation, any and all claim(s) arising out of or relating in any way to any aspect of the relationship between Suburban and Customer, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (including, but not limited to, claims relating to advertising, marketing or other publicity), even if arising before this Agreement or any prior agreement between the parties or that may arise after the termination of this Agreement, including, without limitation, claims that are the subject of any purported class action litigation in which Customer is not a member of a certified class. Notwithstanding the foregoing, the term "Dispute" shall not include the following claims, and only the following claims:

- (a) claims by Customer (or Customer's legal representatives) for personal injury, death or damage to tangible property arising out of the physical delivery of Propane by Suburban to Customer, Customer's usage of such Propane, the condition of the Equipment or Suburban's actions or alleged inactions with respect to such Equipment; or
- (b) claims by Suburban to enforce Customer's indemnification, release and/or hold harmless obligations under this Agreement and/or for the payment of any amounts alleged to be owed by Customer to Suburban; or
- (c) claims which Customer could bring as an individual in a small claims or equivalent court; or
- (d) claims by either party to enforce the terms of this Addendum.

If either party believes that a Dispute has arisen, that party first shall send a certified letter to the other party (Customer should send the certified letter to the manager of the Suburban location identified on the first page of this Agreement (or any successor Suburban location then servicing Customer)), describing with reasonable particularity the nature and basis of the Dispute and the relief sought. If the parties do not reach an agreement to resolve the Dispute within 30 days after the date the party receives the certified letter, either party may commence an arbitration proceeding by sending another certified letter notifying the other party of its intent to commence arbitration.

Arbitration of Disputes will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be conducted before a single arbitrator appointed in accordance with the AAA Rules. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. Unless the parties otherwise agree, any arbitration hearings will take place in the county (or parish) of Customer's Billing Address. Customer may direct that the arbitration be conducted telephonically or be based on written submissions.

All issues that relate to the Dispute are for the arbitrator to decide, but the arbitrator is bound by the terms of this Agreement and this Addendum. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim as stated in the Dispute. The arbitrator has the discretion, but not the obligation, to award fees and costs to the party prevailing in the arbitration. All awards by the arbitrator shall be in writing.

CUSTOMER AND SUBURBAN AGREE THAT EACH PARTY TO THIS ADDENDUM MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Suburban otherwise agree in writing and in their sole discretion, the arbitrator may not consolidate more than one entity's claims, and may not otherwise preside over any form of a representative or class proceeding relating to the Dispute. If this specific provision is found to be unenforceable, then the entirety of this Addendum shall be null and void.

Exhibit B



PO BOX 12027
FRESNO, CA 93776-2027

LINNEA WHITNEY



Summary

| | |
|-----------------------------|--------------|
| Account Number: | 1638-071431 |
| Statement Date: | 06/30/2020 |
| Previous Statement Balance: | \$0.00 |
| - Payments and Credits: | \$0.00 |
| + New Activity: | \$4,443.25 |
| + Late Charge: | \$0.00 |
| = Statement Balance: | \$4,443.25 |
| Due Date: | Upon Receipt |

Please disregard if already paid

IMPORTANT MESSAGES

To pay your bill online, please visit us at www.suburbanpropane.com



For billing and other inquiries please call
1-800-PROPANE (1-800-776-7263) or 530-842-3575

ACCOUNT ACTIVITY

PREVIOUS STATEMENT BALANCE \$0.00

| Date | Reference No. | Qty | Description | Amount |
|----------|----------------|-----|---|------------|
| 06-05-20 | LINNEA WHITNEY | | | |
| 06-05-20 | 135688 | | PROPANE METER | \$4,128.25 |
| | | | DATE 04-08-20 TO 06-05-20 | |
| | | | METER # 308276 | |
| | | | READ 13200-60700 = 47500 CU FT CUST | |
| | | | CORRECTED BY ALTITUDE FACTOR 0.5100 | |
| | | | ADJUSTED TOTAL 24,225.00 CU FT CUST | |
| | | | RATE FIRST 36.28 CU FT CUST x \$0.25854 = \$9.38 | |
| | | | RATE NEXT 24188.72 CU FT CUST x \$0.17028 = \$4118.87 | |
| | | | TOTAL CHARGE \$4128.25 | |
| 06-05-20 | 135688 | | SALES TAX | \$299.30 |
| 06-05-20 | 135688 | | TRANSPORTATION FUEL SURCHARGE | \$4.72 |
| 06-05-20 | 135688 | | SALES TAX | \$0.34 |
| 06-05-20 | 135688 | | SAFETY P&T FEE | \$9.92 |
| 06-05-20 | 135688 | | SALES TAX | \$0.72 |
| | | | | \$4,443.25 |

STATEMENT BALANCE \$4,443.25

Please see reverse side for additional information
Return bottom portion with payment



PO BOX 12027
FRESNO, CA 93776-2027

STATEMENT

Account Number: 1638-071431
 Due Date: Upon Receipt
 Amount Due: \$4,443.25

Amount Paid \$

Please write your account number on your check

Check box for address change (see reverse for details)



-1
LINNEA WHITNEY



SUBURBAN PROPANE-1638
PO BOX 12027
FRESNO, CA 93776-2027

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you believe that this bill misstates the number of gallons delivered to you on the date indicated, does not conform to any pricing formula expressly set forth in your contract with Suburban, contains charges that are not applicable to your account or which you have already paid, or otherwise contains errors in computation, then you must **WRITE** to us at the address shown on the front no later than 14 days after the date of this bill, stating:

- 1) Your name
- 2) Your account number
- 3) A description of the suspected error; and
- 4) The dollar amount of the suspected error.

Telephoning us will **not** preserve your rights. Upon our receipt of your letter, we will promptly investigate. If we confirm that an error has been made, we will credit any amount overpaid to your account.

LP gas volume as delivered, has been adjusted for the volume at 60 degrees Fahrenheit (16 degrees Celsius) where required by law.

Suburban Propane is a trade name utilized by Suburban Propane, L.P. and Suburban Heating Oil Partners, LLC. All billings for propane related sales are collected on behalf of Suburban Propane, L.P. and all billings for other fuels, parts, appliances and services are collected on behalf of Suburban Heating Oil Partners, LLC. Please make one payment for the total amount due.

CALL 1-800-PROPANE (1-800-776-7263) FOR STATE LICENSING INFORMATION

To avoid a late payment charge, your payment of the amount now due must be received and processed within thirty (30) days from the date of delivery and/or transaction.

Payments received by check may be electronically deposited, unless you pay by non-consumer type check. You may opt out of this program by paying with a money order or a travelers check. In the unlikely event your check (payment) is returned unpaid, we may elect to electronically (or by paper draft) re-present your check (payment) up to two more times. You also understand and agree that we may collect a return processing charge by the same means, in an amount not to exceed that as permitted by state law.

FEES: In addition to a per gallon price for fuel delivered to you, additional fees may appear on your bill. If a Safety Practices & Training Fee appears on your propane bill, it is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with our own vehicle and facility inspections as well as our employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the price per gallon of propane. You can obtain a description of any other fee appearing on your bill at www.suburbanpropane.com/fees or by contacting Suburban's local office. The Safety Practices & Training Fee and our other fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and our other fees are not collected on behalf of, or remitted to, any governmental entity. When required by law, your bill will also include applicable taxes, which we do remit to the taxing authorities.

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Change of Address

Do not use if correct on front.

Name: _____
(First) (Middle) (Last)

Street Address _____

City: _____ State: _____ Zip: _____

Area Code & Home Phone Number: () _____

Area Code & Work Phone Number: () _____

Meter Reading:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

 Date of Reading: _____

Exhibit C



PO BOX 12027
FRESNO, CA 93776-2027

LINNEA WHITNEY



Summary

Account Number: 1638-071431
Invoice Date: 05/14/2021
Amount: \$7,186.25
Due Date: Upon Receipt
Please disregard if already paid

IMPORTANT MESSAGES

To pay your bill online, please visit us at
www.suburbanpropane.com



For billing and other inquiries please call
1-800-PROPANE (1-800-776-7263) or 530-842-3575

ACCOUNT ACTIVITY

| Date | Reference No. | Qty | Description | Amount |
|-----------------------|--------------------------|---------|--|-------------------|
| Delivery: 05-13-21 | LINNEA WHITNEY 204498 | 1,025.5 | PROPANE METER DATE 04-15-21 TO 05-13-21 METER # 431460 READ 864900-937848 = 72948 CU FT CUST CORRECTED BY ALTITUDE FACTOR 0.5100 ADJUSTED TOTAL 37,203.48 CU FT CUST RATE FIRST 36.28 CU FT CUST x \$0.24807 = \$9.00 RATE NEXT 37167.20 CU FT CUST x \$0.19268 = \$7161.26 TOTAL CHARGE \$7170.26 | \$7,170.26 |
| 05-13-21 | 204498 | | TRANSPORTATION FUEL SURCHARGE | \$6.07 |
| 05-13-21 | 204498 | | SAFETY P&T FEE | \$9.92 |
| New Activity | | | | \$7,186.25 |

Please see reverse side for additional information
Return bottom portion with payment



PO BOX 12027
FRESNO, CA 93776-2027

Check box for address change (see reverse for details)

INVOICE

Account Number: 1638-071431
Due Date: Upon Receipt
Amount Due: \$7,186.25
Amount Paid \$
Please write your account number on your check



- 1
LINNEA WHITNEY



SUBURBAN PROPANE-1638
PO BOX 12027
FRESNO, CA 93776-2027

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you believe that this bill misstates the number of gallons delivered to you on the date indicated, does not conform to any pricing formula expressly set forth in your contract with Suburban, contains charges that are not applicable to your account or which you have already paid, or otherwise contains errors in computation, then you must **WRITE** to us at the address shown on the front no later than 14 days after the date of this bill, stating:

- 1) Your name
- 2) Your account number
- 3) A description of the suspected error; and
- 4) The dollar amount of the suspected error.

Telephoning us will **not** preserve your rights. Upon our receipt of your letter, we will promptly investigate. If we confirm that an error has been made, we will credit any amount overpaid to your account.

LP gas volume as delivered, has been adjusted for the volume at 60 degrees Fahrenheit (16 degrees Celsius) where required by law.

Suburban Propane is a trade name utilized by Suburban Propane, L.P. and Suburban Heating Oil Partners, LLC. All billings for propane related sales are collected on behalf of Suburban Propane, L.P. and all billings for other fuels, parts, appliances and services are collected on behalf of Suburban Heating Oil Partners, LLC. Please make one payment for the total amount due.

CALL 1-800-PROPANE (1-800-776-7263) FOR STATE LICENSING INFORMATION

To avoid a late payment charge, your payment of the amount now due must be received and processed within thirty (30) days from the date of delivery and/or transaction.

Payments received by check may be electronically deposited, unless you pay by non-consumer type check. You may opt out of this program by paying with a money order or a travelers check. In the unlikely event your check (payment) is returned unpaid, we may elect to electronically (or by paper draft) re-present your check (payment) up to two more times. You also understand and agree that we may collect a return processing charge by the same means, in an amount not to exceed that as permitted by state law.

FEES: In addition to a per gallon price for fuel delivered to you, additional fees may appear on your bill. If a Safety Practices & Training Fee appears on your propane bill, it is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with our own vehicle and facility inspections as well as our employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the price per gallon of propane. You can obtain a description of any other fee appearing on your bill at www.suburbanpropane.com/fees or by contacting Suburban's local office. The Safety Practices & Training Fee and our other fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and our other fees are not collected on behalf of, or remitted to, any governmental entity. When required by law, your bill will also include applicable taxes, which we do remit to the taxing authorities.

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Change of Address

Do not use if correct on front.

Name: _____
(First) (Middle) (Last)

Street Address _____

City: _____ State: _____ Zip: _____

Area Code & Home Phone Number: () _____

Area Code & Work Phone Number: () _____

Meter Reading:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

 Date of Reading: _____

Exhibit D



[Manage Profile](#) [Payments](#) [Dashboard](#)

Make a Payment

Account: 1638-071431, LINNEA WHITNEY, PO BOX 1284

Please Note:

- If you wish to set a future dated payment, your card must be saved in our system. You can always delete it after the payment has been completed.
- Payments processed will post to your account within 1 - 2 business days.

Amount Due: **\$9,999.99**

PAYMENT AMOUNT

PAY AMOUNT DUE **ENTER AMOUNT**

Payment Amount

\$ 9999.99

**CHOOSE YOUR PAYMENT METHOD
(CLICK ON THE OVAL NEXT TO YOUR CHOICE)**

CREDIT CARD **ECHECK/BANK**

VISA
ENDING IN: [REDACTED] EXPIRATION: [REDACTED]

[Delete](#)

[Enter New Payment Method](#)

[Privacy Policy](#) [Terms of Use](#) [Refunds](#)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suburban Propane Hit with Class Action Over 'Extraordinarily High' Propane Bills](#)
