

COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Styer Farm Store	:	
and	:	Docket Nos. C-2008-2050863
Walter Styer	:	C-2008-2050906
	:	(Consolidated)
v.	:	
	:	
PECO Energy Company	:	Motion to Join an Indispensable Party

NOTICE TO PLEAD

TO:

Inger Goodman, Esq.
Commerce Energy, Inc.
600 Anton Boulevard, Suite 2000
Costa Mesa, Ca 92626

Pursuant to 52 Pa. Code §5.103(c), you are hereby notified that, if you do not file a written response to the enclosed Motion of Complainants Styer Farm Store and Walter Styer within **twenty (20) days from service of this notice**, the facts set forth in the Motion may be deemed to be true without requiring other proof. All pleadings such as a Reply to the enclosed Motion must be filed with the Secretary of the Pennsylvania Public Utility Commission, with copies served on each of the parties identified in the attached Service List, as well as to the undersigned counsel for Complainants.

Copies of the complaints are attached to the Motion as Exhibit "A". Copies of the Answers filed by Respondent PECO Energy are enclosed herewith.



Heather C. Winett, Esquire
Two Penn Center, Suite 200
1500 JFK Boulevard
Philadelphia, Pa 19102-1706
Phone: (215) 837-1492
Fax: (215) 592-0792
Email: HCW@WinettLaw.com
Counsel for Complainants

Dated: October 2, 2009

Certified Mail, RRR #7007-1490-004-3794-8492

COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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	:	Motion to Join an Indispensable Party
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NOTICE TO PLEAD

IF YOU WISH TO DEFEND AGAINST THE MOTION SET FORTH BELOW,
YOU MUST FILE AN ANSWER OR OBJECTION WITH
THE PUBLIC UTILITY COMMISSION
WITHIN TWENTY (20) DAYS AFTER THIS MOTION AND NOTICE ARE SERVED.

**COMPLAINANTS' MOTION TO JOIN COMMERCE ENERGY, INC.
AS AN INDISPENSABLE PARTY**

Complainants, Styer Farm Store and Walter Styer, by and through their undersigned attorney, pursuant to Prehearing Order #3, dated June 30, 2009 and Order #4, dated September 2, 2009, issued by Administrative Law Judge Angela T. Jones, and in accordance with 52 Pa. Code § 5.103, hereby move to join Commerce Energy, Inc. as an indispensable party in the above-captioned matter, and in support thereof, aver as follows:

1. On July 1, 2008, Complainants each filed a formal complaint against both Commerce Energy, Inc. (formerly known as *electricAmerica*) ("Commerce Energy") and PECO Energy Company ("PECO"), alleging "extremely high rates[;] rate increase form June 15, 2005 to Sept. 2006" in addition to the allegation of "incorrect charges on my bill." True and correct copies of the complaints are attached hereto collectively as **Exhibit "A"**.

2. After the Secretary's office received the formal complaints, unbeknownst to Complainants, Commission staff hand-struck Commerce Energy, the intended primary respondent, from both complaints; *see* Exhibit "A". On or about July 15, 2008, the Commission served PECO with the formal complaints but never served Commerce Energy.
3. PECO answered the Complaints and thereafter moved to consolidate the two complaints, which were consolidated by Order of Chief Administrative Law Judge Smith dated October 14, 2008.
4. Commerce Energy is an Electric Generation Supplier ("EGS") licensed by the Commission to operate at all time relevant to this proceeding under License No. A-110117 (and A-1148524) and is thus subject to the jurisdiction of the Commission.
5. From approximately July 2004 to mid-August 2006, Commerce Energy was the sole EGS for Complainants pursuant to a Small Commercial - Two Year contract ("Terms and Conditions"); a true and correct copy of said Terms & Conditions is attached hereto as **Exhibit "B"**. Commerce Energy had been randomly selected to be Complainants' alternative EGS by PECO, pursuant to the Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. § 2807.
6. During all times relevant, PECO was Complainants' Electric Distribution Company ("EDC") and also served as billing agent for Commerce Energy (with responsibility for meter reading and any repairs).
7. In Pennsylvania, it is well established that "an indispensable party is one whose rights are so directly connected with and affected by the litigation that he must be a party of record to protect such rights, and his absence renders any order or decree of court null and void for want of jurisdiction." *Columbia Gas Transmission Corp. v. Diamond Fuel Co.*, 464 Pa. 377, 379, 346 A.2d 788, 789 (1975); *City of Philadelphia, et al v. Commonwealth of Pennsylvania, et al*, 575 Pa. 542, 566, 838 A.2d 566, 581 (2003); *Barren v. Dubas*, 295 Pa. Super. 443, 441 A.2d 1315 (1982). Failure to join an indispensable party goes absolutely to the court's jurisdiction and, if not raised by the parties, should be raised *sua sponte*. *Posel v. Redevelopment Authority of Philadelphia*, 72 Pa. Commw. 115, 121; 456 A.2d 243, 246 (1983).
8. The Pennsylvania Supreme Court has established that "the basic inquiry in determining whether a party is indispensable concerns whether justice can be done in the absence of a third party... . In order to make the analysis, however, one must refer to the nature of the claim and the relief sought." *CRY, Inc. v. Mill Service, Inc.*, 536 Pa. 462, 468-469, 640 A.2d 372, 375-376 (1994); *Centolanza v. Lehigh Valley Dairies, Inc.*, 540 Pa. 398, 658 A.2d 336, 338-39 (1995). Adopting the criteria articulated in *Mechanicsburg Area School District v. Kline*, 494 Pa. 476, 431 A.2d 953, 956 (1981), the Court's test for determining indispensability involves "at least" the following considerations:

1. Do absent parties have a right or interest related to the claim?
 2. If so, what is the nature of that right or interest?
 3. Is that right or interest essential to the merits of the issue?
 4. Can justice be afforded without violating the due process rights of absent parties?
9. With respect to the first consideration of the test, Commerce Energy definitely has a right or interest related to the claim. Complainants' allegations expressly relate to their contract with Commerce Energy, with Commerce Energy's rates, and Commerce Energy's failure to comply with certain Commission rules. Complainants allege that Commerce Energy violated the Commission's rules at, *inter alia*, 52 Pa. Code § 54.5 (Disclosure statement for residential and small business customers), 52 Pa. Code § 54.7 (Marketing/sales activities), and 52 Pa. Code § 54.9 (Complaint handling process). In particular, Complainants allege that Commerce Energy violated several provisions of 52 Pa. Code § 54.5 when, less than a year into the two-year service contract, it drastically changed the basis of its generation rate without advance notice to Complainants.
10. With respect to the second consideration of the test, Commerce Energy has at stake the possible obligation to refund payments received and/or to compromise charges in dispute. Also, Complainants' allegations of violations of Commission rules may subject Commerce Energy to enforcement action against which it would be entitled to defend itself and/or avail itself of the opportunity to settle.
11. With respect to the third consideration of the test, the rights or interests of Commerce Energy are essential to the merits of this proceeding, because Complainants' allegations are directed at Commerce Energy's charges and misconduct, not PECO's charges. Further, the relief sought by Complainants necessarily involves Commerce Energy. As mere billing agent, PECO has no authority to adjust Commerce Energy's rates or to otherwise provide Complainants' requested relief (beyond verifying meter and billing accuracy). See: PECO's Answers to Complainants' Complaints, Par. 4 (page 4) ("PECO acted as a billing agent during the disputed dates of June 15, 2005 to September 2006, but did not set his [Complainant's] generation rates. PECO cannot adjust the alternative supplier charges from 2005 and 2006 to match what PECO Energy charged during that time. Any dispute Complainant has about his rates during that time is a dispute with his previous supplier, Commerce Energy, and not with PECO Energy.")¹ Moreover, it is clear

² According to PECO's counsel, as billing agent, PECO advanced to Commerce Energy monies representing charges for electric supply billed to Complainants, some of which charges are here in dispute. If Commerce Energy is joined as a party, PECO may be required to reallocate funds and/or carry out other administrative tasks resulting

from PECO's Answers in this proceeding that it is not in a position to serve as Commerce Energy's "official designee" with regard to factual disputes, such as whether Commerce Energy actually mailed certain notices to Complainants.

12. With respect to the fourth consideration of the test, joining Commerce Energy as an indispensable party would not violate its due process rights. Complainants notified Commerce Energy of their billing concerns in or about late 2005 to early 2006, when review of their electricity invoices revealed a sharp increase of more than 50% over previous months and years for similar consumption in accordance with the dispute handling procedures set forth in Commerce Energy's Terms & Conditions and in PECO invoices. Commerce Energy failed to respond to the inquiries. Thereafter, Complainants filed a telephonic informal complaint with the Bureau of Consumer Services ("BCS") with respect to both Commerce Energy and PECO, docketed as BCS: 2238343. It is Complainants' understanding that the BCS attempted to communicate with Commerce Energy over a period of many months to no avail.
13. A fifth, and critical, consideration in demonstrating that justice cannot be done without joining Commerce Energy as a party is that failure to join Commerce Energy would severely prejudice Complainants' rights as consumers due to no fault of their own. In essence, this is a motion to restore a party as a respondent. From the beginning, Complainants directed their inquiries and complaints primarily at Commerce Energy and expressly identified Commerce Energy in both their telephonic complaints to the BCS and in their formal complaints to the Commission. Complainants do not know why BCS and/or the Secretary's office unilaterally dropped Commerce Energy from the proceedings, nor did the BCS or the Secretary's office notify complainants that they intended to strike Commerce Energy from the proceedings. Therefore, failure to join Commerce Energy at this time would effect a perversion of justice by punishing consumers for following the utilities' own dispute handling procedures and using the Commission's complaint process.
14. Through more recent communications, the named parties have expressed willingness to explore resolution without an evidentiary hearing, which would serve the public interest and conserve Commission/ Judicial resources. However, such resolution, or a meaningful evidentiary hearing, would be impossible without inclusion of Commerce Energy. Further, there is reason to believe that Commerce Energy would participate in such discussions based on review of similar formal complaints filed against it since 2006; Commerce Energy elected to settle without an evidentiary

from any adjustments that Commerce Energy makes (whether voluntarily or pursuant to Commission order). Thus, PECO would remain a necessary party to the proceeding.

hearing approximately 15 of the approximately 17 of those formal complaints filed with the Commission.

15. The Commission's exclusion of Commerce Energy from these proceedings prejudices Complainants' rights and deprives Complainants of due process.
16. PECO affirmatively supports this motion.

WHEREFORE, in view of the foregoing demonstration that justice cannot be done without the participation of Commerce Energy, Inc., Complainants Styer Farm Store and Walter Styer respectfully request that the Pennsylvania Public Utility Commission grant their Motion to Join Commerce Energy, Inc. as an Indispensable Party in this proceeding.

Respectfully Submitted,

/s/ Heather C. Winett

Heather C. Winett, Esquire
PA I.D. No.: 39496
Two Penn Center, Suite 200
1500 JFK Boulevard
Philadelphia, Pa 19102-1706
Phone: (215) 837-1492
Fax: (215) 592-0792
Email: HCW@WinettLaw.com

Dated: September 25, 2009

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Exhibit "A"

Please print in ink or type.

C-2008-2050863

1. CUSTOMER (COMPLAINANT) INFORMATION

Your name, mailing address, county, telephone number, utility account number and service address:

Name STYER FARM STONE

Street/P.O. Box 1121 WOODBOURN RD Apt #

City LANGHORNE State PA Zip 19047

County BUCKS

Daytime Telephone Number Where We Can Contact You: (267) 307-3156

E-mail Address (optional):

Utility Account Number (from your bill) 64355-01603

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

Commerce Energy (Electric America) PECO

3. TYPE OF UTILITY (check one)

- ELECTRIC, GAS, WATER, TELEPHONE, STEAM HEAT, WASTE WATER, MOTOR CARRIER

14463

4. COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other (explain).

B. State the facts of your complaint.

Include any specific dates, times or places that may be important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

5. RELIEF

How do you want your complaint to be resolved? Use additional paper if you need more space.

Extremely High Rates
RATE INCREASE from JUN 15 2005
to Sept 2006

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility **AND** your complaint is about a billing problem, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety or welfare?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES (includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address, telephone number, and e-mail address, if known.

Lawyer's Name JAMES R ROOMORS

Street TWO PENN CENTER PLAZA 1500 JFK BOULEVARD

City PHILA State PA Zip 19102

Area Code/Phone Number 1-800-723-6673

E-mail Address (If Known) _____

9. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification:

I DAVID BRIGENTOFF, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[Signature] (Signature) 6/23/08 (Date)
PRESIDENT
Title of authorized employee or officer

10. FILING

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

RECEIVED
2008 JUL -1 AM 8:05
PA.P.U.C.
SECRETARY'S BUREAU

Please print in ink or type.

C-2008-2050906

1. CUSTOMER (COMPLAINANT) INFORMATION

Your name, mailing address, county, telephone number, utility account number and service address:

COPY

Name WALTER STYER

Street/P.O. Box 1121 WOODBURN RD Apt #

City LANGHORN State PA Zip 19047

County BUCK

Daytime Telephone Number Where We Can Contact You: (267)-302-3156

E-mail Address (optional): _____

Utility Account Number 02668-01008
(from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

COMMERCIAL ENERGY (ELECTRIC AMERICA) PECO

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER
- TELEPHONE
(local, long distance)
- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER
(e.g., taxi, moving company, limousine)

BP 14464

4. COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
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Has a court granted a "Protection from Abuse" order for your personal safety or welfare?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

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YES (includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address, telephone number, and e-mail address, if known.

Lawyer's Name JAMES R. RADMORE

Street TWO PENN CENTER PLAZA 1500 JFK BOULEVARD

City PENLA State Pa Zip 19102

Area Code/Phone Number 1-800-723-6673

E-mail Address (If Known) _____

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Verification:

I DAVID BRIGENTOFF, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[Signature] (Signature) 6/23/08 (Date)
PRESIDENT
Title of authorized employee or officer

10. FILING

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Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

electricAmerica



**Welcomes
You!**



CORPORATE HEADQUARTERS

15901 Red Hill Avenue, Suite 100
Tustin, CA 92780
Phone: 1-800-ELECTRIC® / 1-800-353-2874
Fax: 1- 877-332-1067

www.electricAmerica.com





TERMS AND CONDITIONS OF SERVICE

SMALL COMMERCIAL TWO YEAR

BACKGROUND

electricAmerica is licensed by the Pennsylvania Public Utility Commission (PUC) to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-110117. Generation prices and charges are set by the electric generation supplier you have chosen. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission (FERC) regulates transmission prices and services.

BILLING

Although you, the customer, will be purchasing electricity from us, we will arrange to have your local Electric Distribution Supplier (EDC) send you a single bill for the utility's charges (transmission services and authorized regulatory fees) and for our charges (electricity component only). **electricAmerica** also reserves the right to send you a separate bill for the electricity charges only. This form of billing is called "dual billing" and you will only be charged once for the electricity you actually use during a billing cycle but may receive one bill from **electricAmerica** and one bill from your EDC for their separate charges. The meter reading, billing and collection functions for your bill will continue to be provided by your EDC. Your bill is subject to adjustment for any computation errors, meter misreads, or other errors.

RIGHT OF RESCISSION

You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

BASIC SERVICE PLAN

You will receive a discount of five percent (5%) off the generation and transmission charges of your utility bill. This price includes gross receipts tax. This price excludes Pennsylvania sales tax if applicable.

LENGTH OF AGREEMENT

You will buy your electric generation service from **electricAmerica** beginning on a date set by your EDC and will continue for a period of twenty-four (24) consecutive months. After such term, pricing may be subject to change and service will continue on a monthly basis until cancelled by either party (See "Cancellation Provisions").

LIMITATION ON LIABILITY

If **electricAmerica** does not comply with these Terms and Conditions of Service, **electricAmerica** will be responsible for any direct damages up to the price of the electric generation service that **electricAmerica** has supplied, limited to a thirty (30) day period. **electricAmerica** will not be responsible for any consequential damages that may result from such failure to comply under contract or tort law, including **electricAmerica**'s negligence or failure to perform.

electricAmerica assumes no liability or responsibility for items or services associated with your EDC; operations and maintenance of their system, interruption of service, termination of service, or deterioration of their service. We are not liable for damages caused if the supply of electric generation service fails, is interrupted, or becomes defective.

PENALTIES, FEES AND EXCEPTIONS

If you fail to pay your bill on time we will charge you a late payment interest fee of one and a half percent (1.5%) per month on outstanding balances until paid in full. A return check fee of twenty-five U.S. dollars (\$25) will be charged on all returned checks.

CANCELLATION PROVISIONS

We may cancel this Agreement for electric generation service if you do not pay your bill on time. We will provide you ten (10) days written notice of cancellation for nonpayment of your bill. If your service is cancelled by us for lack of payment, you will be liable for the entire amount owing on your bill, plus any interest charges, plus reasonable collection charges not to exceed two hundred U.S. dollars (\$200), and your account will be returned to the EDC.

AGREEMENT EXPIRATION/CHANGE IN TERMS

If we propose to change our terms of service, we will send you written notice in a separate mailing fifty-two (52) days prior to the effective date of the changes. We will explain your options in this advanced notice.

DISPUTE PROCEDURES

electricAmerica will make every attempt to ensure that you are a fully satisfied customer. Our Customer Service Department will be happy to take any calls relating to your service and do our best to find a solution to any problem you may have. They are available from 8:00 a.m. until 9:00 p.m. Eastern Standard Time, Monday through Friday at 1-800-556-8457. Contact us with any questions concerning our Terms and Conditions of Service. If we are unable to satisfy you, you may call the Pennsylvania Public Utility Commission (PUC) at 1-800-782-1110.

ENTIRE AGREEMENT

These Terms and Conditions of Service constitute the entire agreement between us. They take the place of any and all prior agreements and understandings, oral or written, about **electricAmerica** supplying you with electric generation service.

**TO REPORT AN EMERGENCY OR DOWNED POWER
LINE, PLEASE CALL YOUR EDC AT: 1-800-494-4000**

3

YOUR RIGHTS AS A CUSTOMER

1. You have the right to be told, both in advertising and in contracts, the price per kWh or per therm over the term of the contract, projected savings (excluding state-mandated discounts) and the period of time for which the price is valid.
2. If your supplier does not offer a fixed price, you have the right to receive price comparisons between the supplier's price and the shopping credit/basic generation charge.
3. Your contract must include a complete list of fees, including contract termination penalties, late fees and interest charges, including the amount and circumstances for which they can be imposed.
4. Your contract must explicitly show prices for services other than electric and gas supply and must identify those prices separately.
5. You may not be charged a fee to switch to or from a new supplier.
6. You cannot be denied electric or gas service because of your race, color, national origin, age, gender, religion, source of income, receipt of public benefits, family status, sexual preference or geographic location within the service territory of an electric or gas distribution company.
7. You have the right to be told the environmental characteristics of the electricity you are being offered, including pollutants, the generator's effort to conserve energy, and the types of fuel used to generate electricity. The type of fuel usually determines the amount and type of pollution the generator emits.
8. If a deposit is required, the money must be held in escrow and you must receive a receipt.
9. You have the right to choose a new supplier, at any time, subject to your contract terms. Business customers who return to basic generation service may be subject to additional charges or fees from your EDC.
10. Your Electric Distribution Company (EDC) or Gas Distribution Company (GDC) must confirm, in writing, your decision to choose a new supplier.
11. You cannot have your supplier changed without your express, written consent as slamming is prohibited by law.
12. If you are slammed, you must pay only what you would have paid the supplier you authorized to provide your electric or gas service.
13. You have the right to call upon the Pennsylvania Public Utility Commission (PUC) to investigate your complaints or inquiries. Your service may not be terminated for non-payment of disputed charges during a PUC investigation.
14. You must receive written notice at least 30 days in advance that a supplier intends to terminate your service and be told, as part of your contract, the circumstances under which your service can be terminated.
15. If you are receiving gas and electric supply from a single supplier, failure to make payment for one cannot result in termination of the other, unless your contract explicitly permits it.
16. You have the right to terminate your contract within 48 hours notice to your supplier if you move to the territory of a different EDC or GDC.
17. You have the right to have your personal or business records kept confidential by the supplier and by your EDC or GDC, unless you give written consent to have them disclosed.

CONTACT INFORMATION

electricAmerica

Eastern Office
535 Route 38, Suite 350
Cherry Hill, NJ 08002
1-800-962-4655

PENNSYLVANIA PUBLIC UTILITY COMMISSION

P.O. Box 3265
Harrisburg, PA 17705-3265
1-800-782-1110

**ELECTRIC DISTRIBUTION COMPANY
PECO ENERGY (Provider of Last Resort)**

2301 Market Street
Philadelphia, PA 19101
1-800-494-4000

ELECTRIC COMPETITION HOTLINE

1-888-782-3228

PECO ENERGY CUSTOMER ASSISTANCE PROGRAM

1-800-494-4000



Welcome aboard, and thanks for choosing *electricAmerica* – where you always enjoy “The Power of Savings.”

f

This handy refrigerator magnet is our way of saying thank you.
(Do not place it on your computer!)

Welcome to ***The Power of Savings***

With *electricAmerica* as your new Electric Generation Supplier (EGS), you'll notice a few differences between our company and your utility. Your business will now spend less for power while receiving a superior level of customer service. These are differences we're sure you'll enjoy.

As an *electricAmerica* customer, you will experience no interruption to your service, your electricity will continue to be delivered in the same manner, and you will still receive only one electric bill from PECO, which will display both *electricAmerica* and PECO charges. As before, PECO will provide repair and continue to read your meter.

“*The Power of Savings*” represents more than reducing the amount your business pays for electricity. Unlike a typical utility, *electricAmerica* encourages energy conservation, which “saves” power and further reduces your energy costs. We encourage you to visit our website at www.electricAmerica.com where you'll discover all sorts of helpful money-saving and energy-saving information. You'll also find tips on energy safety, energy efficiency, and the latest news and developments within the energy industry.

At *electricAmerica*, we work hard to lower your electric rates and elevate your customer service experience. If you have any questions, our friendly Customer Service Representatives are ready to assist you by phone at 1-800-ELECTRIC® (1-800-353-2874) or you can contact us by e-mail via our website at www.electricAmerica.com. We look forward to serving you and thank you for choosing *electricAmerica*, where you always enjoy ***The Power of Savings***.

Sincerely,

electricAmerica

Commonwealth Energy Corporation, doing business as “*electricAmerica*”, is licensed by the Federal Energy Regulatory Commission as a Power Marketer, and by the Pennsylvania Public Utility Commission (Electric Generation Supplier #A-110117)

COMMONWEALTH OF PENNSYLVANIA
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Styer Farm Store	:	
and	:	
Walter Syer	:	
	:	Docket Nos. C-2008-2050863
	:	C-2008-2050906
v.	:	(Consolidated)
	:	
PECO Energy Company	:	

VERIFICATION

I, Heather C. Winett, verify that I am counsel for Complainants, Styer Farm Store and Walter Syer, that I am authorized to make this verification on behalf of said Complainants, and that the statements contained in the foregoing motion are true and correct to the best of my knowledge, information and belief. I understand that the foregoing statements are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Heather C. Winett

Dated: September 25, 2009

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE § 1.54 9, as amended (RELATING TO SERVICE BY A PARTICIPANT).

Service List:

Inger Goodman, Esq. (via Certified Mail, RRR)
Commerce Energy, Inc.
600 Anton Boulevard, Suite 2000
Costa Mesa, Ca 92626

For Respondent:

Tishekia E. Williams
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
tishekia.williams@exeloncorp.com

For Presiding Officer:

Administrative Law Judge Angela T. Jones
Commonwealth of Pennsylvania
Office of Administrative Law Judge
801 Market Street, Suite 4063
Philadelphia, PA 19107



Heather C. Winett, Esquire
Two Penn Center, Suite 200
1500 JFK Boulevard
Philadelphia, Pa 19102-1706
Phone: (215) 837-1492
Fax: (215) 592-0792
Email: HCW@WinettLaw.com
Counsel for Complainants

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