

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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LINDA BERKERY, :  
Complainant :  
v. : DOCKET NO. C-2010-2170223  
PECO ENERGY COMPANY, :  
Respondent :

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**COMPLAINANT'S OPPOSITION TO RESPONDENT'S  
MOTION TO JOIN AN INDISPENSIBLE PARTY**

Complainant, Linda Berkery, strenuously objects to Respondent PECO Energy Company's (Peco) Motion ("Motion") to join an "indispensable party", and in support of same, avers as follows:

**DISCUSSION**

1. The whole thesis of PECO's Motion is cockeyed, beginning with their assertion at Complaint ¶2 about an alleged "alternative supply from Commerce Energy" for alleged service which allegedly terminated in July, 2008 and October, 2004, respectively two and six years ago. PECO then goes on at ¶3 to state inexplicably: "Complainant is disputing the charges billed by Commerce Energy. Therefore, any possible refund of rates or finding of improper rates relates to Commerce Energy and not PECO Energy". The issue involved in this Complaint involves one thing alone: not whether there is or isn't any outstanding bill from Commerce Energy (Commerce), from whom Complainant has never received a bill or any other sort of communications since severing ties with them six years ago. The issue here is whether by what right PECO has appropriated an alleged bill by an outside supplier who has no ties to customer since, by PECO's own admission, two and six years ago, and added it to Complainant's PECO bill, later including the alleg-

ed Commerce amount to determine percentage-based late charges which Complainant believes reached \$175 per month!!

2. PECO, after making conclusions of law at ¶¶4-7 which are not in dispute, makes a quantum leap at ¶8 to quote *indispensable party* authority. The remainder of PECO's Motion, makes one false equation after another ( ¶¶10-13 ), wherein in reality PECO is attempting to intentionally interfere in what is or was a contractual relationship between Complainant and Commerce, something which is now of no concern or import whatsoever to PECO, except to attempt to unjustly enrich itself by adding the amount they allege to be owed to Commerce to add it to percentage-based late charges which have become astronomical, largely due to PECO's inclusion of the alleged Commerce charge, which has absolutely nothing to do with PECO.

3. Perhaps the most contradictory proposition in PECO's Motion can be found at ¶12, and it exposes the fallacy of PECO's whole thesis:

“...Commerce Energy's interest is essential to the merits of the case because much of the Complaint focuses on Commerce's supplier charges prior to October, 2008, *which PECO Energy cannot answer as it was not at the time Complainant's EGS. PECO Energy cannot answer for Commerce, a separate and distinct supplier.*”

And that sums it up nicely. The whole complaint herein has little if anything to do with whether or not Complainant owes any money to a supplier of years ago, who, as PECO admits, was “a separate and distinct supplier”; the issue is whether PECO can outrageously add the ancient bill from a “separate and distinct supplier” to Complainant's current PECO utility bill, and then further outrageously include that ancient bill in determining excessive late charges to Complainant's bill.

4. PECO at ¶13, their final paragraph, goes on to ironically claim a violation of their

due process rights. It is the Complainant who suffers due process violations every month when a bill comes in adding \$10,000 including falsely equated late charges to it for something that is none of PECO's business!

5. In fact these violations of the precept of good faith and fair dealing, something that is incumbent upon any business relationship in the Commonwealth of Pennsylvania, make it difficult if not impossible to determine a proper bill since if the Complainant pays her monthly charge of, say, \$300, she has no way of knowing if it will be applied to her current bill as it should, or appropriated to these other alleged late charges and "separate and distinct supplier" charges.

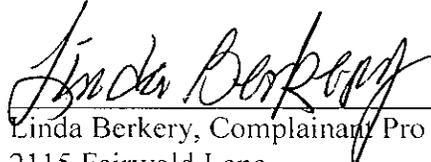
6. PECO finishes alleging "it is Commerce Energy's rates that Complainant has issue with" (Id.), a totally invented statement since Complainant never said any such thing and has no idea what Commerce's rates even are! Then "Complainant's allegations go directly to Commerce Energy's rates and supply practices..." (Id.) This again is a totally false statement, knowingly made, which makes no sense at all since nothing was ever mentioned in the instant Complaint about either Commerce's rates or "supply practices", whatever they may be.

### **CONCLUSION**

As outlined above, Complainant has never received a bill from Commerce or any other sort of correspondence since severing relations with Commerce two and six years ago respectively. Complainant has no complaint as of now against Commerce and Commerce has no place in this Complaint against PECO. Even assuming *arguendo* that there is or was a bill from Commerce, it would be something between the Complainant and Commerce, not PECO, and that is the whole problem here. PECO's refusal to butt

out of any relationship Complainant has or doesn't have with Commerce. To try to bring this arm's length third-party into this action with an "indispensable party" claim is nothing more than a red herring to try to shift the blame for these violations from where it squarely belongs: on PECO's shoulders and no one else's.

Respectfully submitted,

  
Linda Berkery, Complainant Pro Se  
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Fort Washington, PA 19031  
(215) 380-1939

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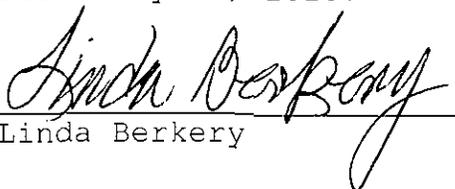
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**VERIFICATION**

I, Linda Berkery, Complainant in this action, am a citizen of the United States and resident of Montgomery County, Pennsylvania, and do hereby declare that I have read the foregoing Complainant's Opposition to Respondent's Motion to Join an Indispensable Party and the factual allegations therein, and the facts as alleged are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalty.

Date: May 16, 2010.

  
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Linda Berkery

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above document was served by me, via first-class mail, prepaid, on this 19<sup>th</sup> day of May, 2010, upon the following:

Tishekia Williams, Esq.  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

  
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