

**Legal Department**

Exelon Business Services Company  
2301 Market Street/S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

Telephone 215.841.4000  
Fax 215.568.3389  
www.exeloncorp.com

**Business Services  
Company**

Direct Dial: 215.841.6841

July 8, 2010

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Aiesha Holloway v. PECO Energy Company  
PUC Docket No. C-2010-2182180**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents and copies in the matter referenced above.

<u>  X  </u>	Answer (1 original)
<u>  X  </u>	Motion to Consolidate (1 original)
<u>    </u>	Motion for Judgment on the Pleadings (1 original)
<u>    </u>	Preliminary Objection (1 original)
<u>    </u>	Exceptions (1 original)
<u>    </u>	Reply Exceptions (1 original)
<u>    </u>	Brief ( 1 original)
<u>    </u>	Reply Brief (1 original)

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Also enclosed is an extra copy of this letter, which I request that you date stamp and return to me in the envelope provided as proof of filing. Thank you for your time and attention on this matter.

Very truly yours,



Tishekia Williams  
Counsel for PECO Energy Company

TW/adz  
Enc.

**RECEIVED**

JUL -8 2010

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

Scheduling recommendation: CALL OF THE DOCKET:    NON-CALL OF THE DOCKET:   X

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**AIESHA HOLLOWAY** :  
 :  
**v.** : **DOCKET NO. C-2010-2182180**  
 :  
**PECO ENERGY COMPANY** :

**PECO ENERGY COMPANY’S MOTION TO CONSOLIDATE**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.81 (a) respectfully petitions this Honorable Commission to consolidate the matters of Aiesha Holloway v. PECO at docket numbers C-2010-2178386 and C-2010-2182180, because both actions relate to the same parties and raise similar issues of law and fact.

1. On or about May 19, 2010, Complainant filed a Formal Complaint with the Pennsylvania Public Utility Commission (“PUC”) at Docket Number C-2010-2178386. Complainant disputed responsibility to the past due balance that exists on the account at 6708 Oakland Street. A copy of the Complaint is attached as Exhibit 1.

2. Pursuant to 52 Pa. Code § 5.101(b), PECO filed an Answer to the Complaint on June 14, 2010. A copy is attached as Exhibit 2.

3. On or about June 17, 2010, Complainant filed a second complaint at Docket Number C-2010-2182180, which was intended to amend the prior complaint, disputing the same issues. Complainant added that she is opposed to the company’s proposed rate increase, and provided additional information about the charge dispute. A copy of that Complaint is attached as Exhibit 3.

4. Pursuant to 52 Pa. Code § 5.101(b), PECO is filing an Answer to the Complaint filed at Docket Number C-2010-2182180 in conjunction with this motion.

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JUL - 8 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY’S BUREAU

5. PECO avers that judicial economy would be served by consolidating the Complaints pursuant to 52 Pa. Code § 5.81 (a), which states:

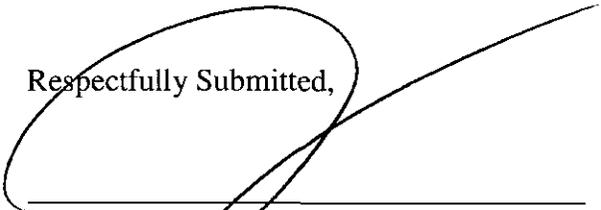
The Commission or presiding officer, with or without motion, may order proceedings involving a common question of law or fact to be consolidated. The Commission or presiding officer may make orders concerning the conduct of the proceeding as may avoid unnecessary costs or delay.

6. Both of the Complaint's involve similar issues of law and fact. Namely, the accuracy of Complainant's billing. Likewise, the parties in both actions are identical.

7. PECO avers that the matters should be consolidated to save the time, resources and the expense of trying these matters separately.

**WHEREFORE**, PECO Energy Company respectfully requests that your Honorable Commission consolidate the matters because both Complaints relate to common issues of law and facts.

Respectfully Submitted,



---

Tishekia Williams  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**AIESHA HOLLOWAY**

:  
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:

v.

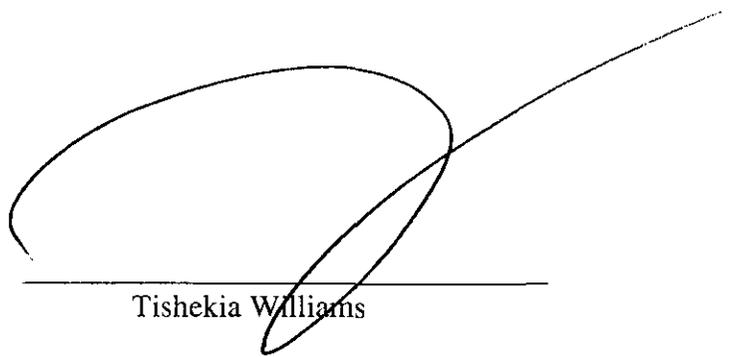
**DOCKET NO. C-2010-2182180**

**PECO ENERGY COMPANY**

**VERIFICATION**

I, Tishekia Williams, hereby declare that I am an attorney representing PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

Date: July 8, 2010



A large, stylized handwritten signature in black ink, consisting of a large loop and a long, sweeping tail that extends towards the top right of the page.

\_\_\_\_\_  
Tishekia Williams

**RECEIVED**

JUL -8 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**AIESHA HOLLOWAY**

v.

**PECO ENERGY COMPANY**

:  
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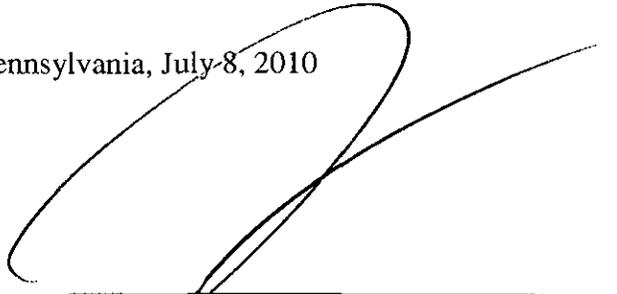
**DOCKET NO. C-2010-2182180**

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of PECO Energy Company's Motion to Dismiss in the above matter upon all interested parties by mailing a copy thereof, properly addressed and postage prepaid to:

Aiesha Holloway  
6708 Oakland St.  
Philadelphia, PA 19149

Dated at Philadelphia, Pennsylvania, July 8, 2010



Tishekia Williams  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389

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JUL - 8 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

10. 575

*PECO  
attest  
1*

IN REPLY PLEASE  
REFER TO OUR FILE

DATE SERVED: May 28, 2010

C-2010-2178386

PECO ENERGY COMPANY  
C/O WARD L SMITH  
ASSOCIATE GENERAL COUNSEL  
PO BOX 8699  
PHILADELPHIA PA 19101-8699

TISHEKIA WILKINS

JUN 01 2010

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JUL -8 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Dear Mr. Smith:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by Aiesha Holloway. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

May 28, 2010

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

Very truly yours,

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta  
Secretary

JHT

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: May 28, 2010

**AIESHA HOLLOWAY**  
Complainant

v.

**PECO ENERGY COMPANY**  
Respondent

Complaint Docket  
No: C-2010-2178386

---

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

---

TO: PECO ENERGY COMPANY

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



Rosemary Chiavetta  
Secretary

(SEAL)

Certified Mail  
Return Receipt Requested

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

C-2010-2178386

Please print in ink or type.

1. CUSTOMER (COMPLAINANT) INFORMATION

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

Name Aiesha Holloway

Street/P.O. Box 6708 Oakland St. Apt # \_\_\_\_\_

City Phila State Pa Zip 19149

County Phila

Daytime Telephone Number Where We Can Contact You: (215)881-5491 <sup>(cell)</sup>

E-mail Address (optional): \_\_\_\_\_

Utility Account Number \_\_\_\_\_  
(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):

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)

SECRETARY'S BUREAU  
2010 MAY 19 AM 9:40  
RECEIVED

51173

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.

I moved in the property as of March 30<sup>th</sup> here is a copy of my lease. The owner of the property lives in New York I can only get in touch with him through his sister Lisa who comes by to collect the rent. Before I moved the Electric was in Sue BAZY NAME AND here is proof of that as well.

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.

*Because I was told that the PUC made their decisions not them still I was 'nt living here until March 30, 2010*

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 \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

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 Aiesha Holloway, 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).

Aiesha Holloway  
(Signature)

4-30-10  
(Date)

\_\_\_\_\_  
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 <sup>nd</sup> Floor Harrisburg, Pennsylvania 17120
---	--

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.**

Legal Department

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Business Services  
Company

Direct Dial: 215 841-8841

June 14, 2010

Aiesha Holloway  
6708 Oakland Street  
Philadelphia, PA 19149

Re: **Aiesha Holloway v. PECO Energy Company**  
**PUC Docket No. C-2010-2178386**

Dear Ms. Holloway:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. If there is a "Notice to Plead" attached to this Answer, you should review the Notice to Plead for information on how to respond to a New Matter, Motion or Preliminary Objection that may have been included with the Answer. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

If you have any questions or concerns at any time, please do not hesitate to contact me at the above listed number.

Very truly yours,



Tishkia Williams  
Counsel for PECO Energy Company

TW/adz  
Enc.

**Legal Department**

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June 14, 2010

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

Re: **Aiesha Holloway v. PECO Energy Company**  
**PUC Docket No. C-2010-2178386**

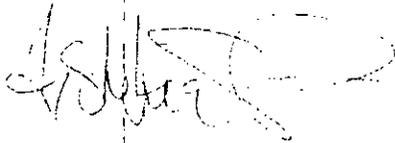
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<u>      </u>	Exceptions (original)
<u>      </u>	Reply Exceptions (original)
<u>      </u>	Brief (original)
<u>      </u>	Reply Brief (original)

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Very truly yours,



Tishekia Williams  
Counsel for PECO Energy Company  
TW/adz  
Enc.

Scheduling Recommendation: Call of the Docket        Non Call of the Docket   X

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**AIESHA HOLLOWAY** :  
 :  
v. : **DOCKET NO. C-2010-2178386**  
 :  
**PECO ENERGY COMPANY** :

**ANSWER OF RESPONDENT, PECO ENERGY COMPANY**

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.61, responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. PECO Energy denies that there are incorrect charges on Complainant's bill.

Complainant is responsible for the unpaid balance in the amount of \$1,061.90. PECO avers that Complainant has been living at 6708 Oakland St., Philadelphia, and should be responsible for any charges accrued there since Complainant reached the age of majority on November 11, 2009. A copy of the account activity statement is attached as Exhibit 1.

Service at 6708 Oakland St., Philadelphia, PA 19149 was initiated in the name of Alvita Johnson, Complainant's grandmother, on December 7, 2006. While living at the property, Ms. Johnson enrolled in the Customer Assistance Program ("CAP"). Financial information provided by Mr. Johnson indicates that Complainant resided at the property prior to March 2010. What's more, on November 3, 2009 Alvita Johnson called PECO and indicated that a household member had just turned 18 and would be applying for service because she is unable to pay her bill anymore. On November 30, 2009 Ms. Johnson contacted PECO and requested a discontinuance of service. Later that day, Complainant called and requested service at that address. She

provided an ID card issued on August 26, 2009 that lists her eighteenth birthday as November 11, 2009, and her address as 6708 Oakland St., Philadelphia. Based on this information, it was apparent that Complainant was affiliated with the property. A copy of the ID card is attached as Exhibit 2.

On January 15, 2010, PECO received a request from Susan Bazy for service effective January 20, 2010. Ms. Bazy was billed for service until March 26, 2010 when she contacted PECO to advise that she had not authorized service to be placed in her name. Service was disconnected in her name March 29, 2010.

On March 30, 2010, service was initiated at the request of a BCS investigator as a good-will gesture until the complaint investigation could be completed. Right now, Complainant's account contains charges billed from January 19, 2010 through the present. Complainant has provided a lease that is dated March 31, 2010. There is evidence that her affiliation with the property begins much earlier, however. PECO requests to hold Complainant liable for any charges accrued at the property since she turned eighteen. Additionally, PECO requests to hold Alvita Johnson jointly and severally liable for charges accrued at the property through the present absent proof that she now lives elsewhere. A copy of Alvita Johnson's billing statement is attached as PECO Exhibit 3.

5. This paragraph is a request for relief and no answer is required.
6. PECO Energy is without sufficient information to confirm or deny this statement.
7. Admitted.

**WHEREFORE**, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant complaint.

Respectfully Submitted,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

Tishekia Williams  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
tishekia.williams@exeloncorp.com

*PECO Exhibit 1*

\*\*\* Account Information \*\*\*

\*\*\* Current Account Status \*\*\*

Account Number: 16798-92026	Mail To: AIESHA N HOLLOWAY 6708 OAKLAND ST PHILADELPHIA PA 19149	Current Bill: \$194.97 Billed Prior: \$866.93 Balance Due: \$1061.90 Service Address: 6708 OAKLAND ST PHILADELPHIA PA 19149	Credit Amount: \$0.00 Deposit Requested: \$100.00 Deposit On-Hand: \$50.00 Meter Bill Grp: 05 Rate: Electric Residential Service
Account Status: Active			
Requested By: AIESHA N HOLLOWAY (215)725-4010 Extension:			

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
03/30/10	DEPOSIT				\$50.00							
04/07/10	CANCELED ELECTRIC SERVICE	03/30/10 04/06/10	98418	105463072	\$33.11							
04/07/10	CONNECTION CHARGE - STANDARD				\$6.00							
04/07/10	Regular Bill						\$89.11		04/29	209		
04/13/10	Con/Discon Error					\$33.11						
04/14/10	Payment					\$89.11						
04/20/10	Billing Adjustment				\$434.34							
04/20/10	ELECTRIC SERVICE	01/19/10 02/07/10	96361	105463072	\$141.49							
04/20/10	ELECTRIC SERVICE	02/07/10 03/08/10	97610	105463072	\$195.73							
04/20/10	ELECTRIC SERVICE	03/08/10 04/06/10	98418	105463072	\$128.48							
04/20/10	Regular Bill						\$866.93		05/12	2963		
05/06/10	ELECTRIC SERVICE	04/06/10 05/05/10	99498	105463072	\$169.97							
05/06/10	DEPOSIT				\$25.00							
05/06/10	Regular Bill						\$1061.90		05/28	1080		

**RECEIVED**  
 JUL - 8 2010  
 PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S BUREAU

*PECO Exhibit*

\*\*\* Account Information \*\*\*

\*\*\* Current Account Status \*\*\*

Account Number: 16798-95008	Mail To: ALVITA JOHNSON 6708 OAKLAND ST PHILADELPHIA PA 19149	Current Bill: \$6298.78	Credit Amount: \$0.00
Account Status: Final		Billed Prior: \$455.22	Deposit Requested: \$0.00
Requested By: ALVITA JOHNSON		Balance Due: \$6754.00	Deposit On-Hand: \$0.00
(215)725-4010 Extension:		Service Address: 6708 OAKLAND ST PHILADELPHIA PA 19149	Meter Bill Grp: 05 Rate: Electric Residential Service

DATE	CHARGE-TYPE	BILLING PERIOD	READ	METER#	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KV
06/05/08	Payment					\$140.00						
06/05/08	ELECTRIC SERVICE	05/05/08 06/04/08	70670	105463072	\$104.63							
06/05/08	PUC AGREEMENT				\$104.31							
06/05/08	Regular Bill						\$835.85	\$442.18	07/07	890		
06/11/08	Reinstate AR from DPA- Cr											
06/11/08	Reinstate AR from DPA- Db				\$5737.18		\$5737.18					
06/11/08	Bill Out DPA due to Default				\$5528.56							
07/07/08	Payment					\$104.63						
07/08/08	ELECTRIC SERVICE	06/04/08 07/07/08	72496	105463072	\$227.02							
07/08/08	Regular Bill						\$6486.80	\$6259.78	08/08	1826		
08/06/08	ELECTRIC SERVICE	07/07/08 08/05/08	74659	105463072	\$271.09							
08/06/08	Regular Bill						\$6757.89	\$6259.78	09/08	2163		
08/11/08	Payment Agreement					\$6757.89						
08/11/08	DEFERRED PAYMENT AGREEMENT				\$268.00							
08/25/08	Reinstate AR from DPA- Cr											
08/25/08	Reinstate AR from DPA- Db				\$6757.89							
08/25/08	Bill Out DPA due to Default				\$6489.89							
09/05/08	Payment Agreement					\$6489.89						
09/05/08	ELECTRIC SERVICE	08/05/08 09/04/08	76518	105463072	\$231.34							
09/05/08	Regular Bill						\$499.34		10/08	1859		
09/08/08	Payment					\$140.50						
10/06/08	ELECTRIC SERVICE	09/04/08 10/05/08	77833	105463072	\$160.20							
10/06/08	DEFERRED PAYMENT AGREEMENT				\$110.00							
10/06/08	Regular Bill						\$629.04	\$127.50	11/06	1315		
10/14/08	Payment					\$125.00						
11/04/08	Payment					\$110.00						
11/04/08	ELECTRIC SERVICE	10/05/08 11/03/08	78717	105463072	\$103.83							
11/04/08	DEFERRED PAYMENT AGREEMENT				\$110.00							
11/04/08	Regular Bill						\$607.87	\$123.84	12/05	884		
11/11/08	Reinstate AR from DPA- Cr											
11/11/08	Reinstate AR from DPA- Db				\$6463.33							
11/11/08	Reinstate AR from DPA- Db				\$26.56							
11/11/08	Bill Out DPA due to Default				\$6269.89							
12/04/08	Payment					\$103.83						
12/05/08	ELECTRIC SERVICE	11/03/08 12/04/08	79587	105463072	\$102.01							
12/05/08	Regular Bill						\$6675.94	\$6643.54	01/07	870		
01/08/09	ELECTRIC SERVICE	12/04/08 01/07/09	80521	105463072	\$110.38							
01/08/09	Regular Bill						\$6986.32	\$6875.94	02/09	934		
02/04/09	Payment					\$110.00						
02/09/09	ELECTRIC SERVICE	01/07/09 02/08/09	81236	105463072	\$77.44							
02/09/09	Regular Bill						\$6953.76	\$6765.94	03/12	715		
03/05/09	Payment					\$77.44						
03/10/09	ELECTRIC SERVICE	02/08/09 03/09/09	82102	105463072	\$97.36							
03/10/09	Regular Bill						\$6973.68	\$6798.88	04/13	866		
03/17/09	Late Payment Charge				\$74.78							
04/06/09	Payment					\$97.36						
04/08/09	ELECTRIC SERVICE	03/09/09 04/07/09	83355	105463072	\$148.45							
04/08/09	Regular Bill						\$7099.55	\$6853.74	05/11	1253		
04/13/09	Late Payment Charge					\$1.17						
04/13/09	Payment Agreement					\$7098.38						
05/04/09	Payment					\$266.76						
05/07/09	ELECTRIC SERVICE	04/07/09 05/06/09	84564	105463072	\$120.48							
05/07/09	DEFERRED PAYMENT AGREEMENT				\$118.31							

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
05/07/09	Regular Bill							\$-27.97	06/08	1209		
06/08/09	ELECTRIC SERVICE	05/06/09 06/07/09	85672	105463072	\$107.15							
06/08/09	DEFERRED PAYMENT AGREEMENT				\$118.31							
06/08/09	Regular Bill						\$197.49		07/09	1108		
07/07/09	Payment					\$197.49						
07/08/09	ELECTRIC SERVICE	06/07/09 07/07/09	87012	105463072	\$137.92							
07/08/09	DEFERRED PAYMENT AGREEMENT				\$118.31							
07/08/09	Regular Bill						\$256.23		08/10	1340		
08/06/09	ELECTRIC SERVICE	07/07/09 08/05/09	88413	105463072	\$145.95							
08/06/09	DEFERRED PAYMENT AGREEMENT				\$118.31							
08/06/09	Regular Bill						\$520.49		09/08	1401		
08/11/09	Payment					\$256.23						
09/04/09	ELECTRIC SERVICE	08/05/09 09/03/09	90251	105463072	\$201.00							
09/04/09	DEFERRED PAYMENT AGREEMENT				\$118.31							
09/04/09	Regular Bill						\$583.57		10/08	1818		
09/08/09	Payment					\$263.95						
10/06/09	ELECTRIC SERVICE	09/03/09 10/05/09	91416	105463072	\$117.44							
10/06/09	DEFERRED PAYMENT AGREEMENT				\$118.31							
10/06/09	Regular Bill						\$555.37	\$0.31	11/06	1185		
10/07/09	Payment					\$300.00						
11/04/09	ELECTRIC SERVICE	10/05/09 11/03/09	92329	105463072	\$81.54							
11/04/09	DEFERRED PAYMENT AGREEMENT				\$118.31							
11/04/09	Regular Bill						\$455.22	\$19.62	12/07	913		
11/11/09	Reinstate AR from DPA- Cr					\$6506.83						
11/11/09	Reinstate AR from DPA- Db				\$6506.83							
11/11/09	Bill Out DPA due to Default				\$6270.21							
12/04/09	CANCELED ELECTRIC SERVICE	11/03/09 12/03/09	93436	105463072	\$107.14							
12/04/09	Regular Bill						\$6832.57	\$6643.89	01/06	1107		
04/09/10	Con/Discon Error					\$107.14						
04/09/10	ELECTRIC SERVICE	11/03/09 11/11/09	92624	105463072	\$28.57							
04/09/10	Regular Bill						\$6754.00	\$6725.43	05/12	295		

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**AIESHA HOLLOWAY**

v.

**PECO ENERGY COMPANY**

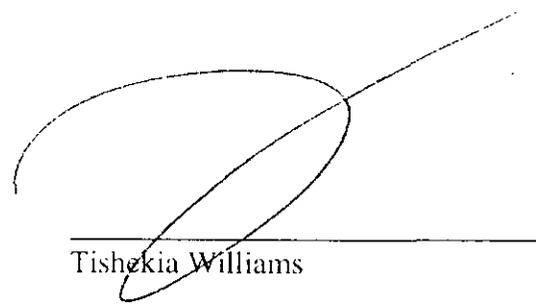
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**DOCKET NO. C-2010-2178386**

**VERIFICATION**

I, Tishkia Williams, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: June 14, 2010



Tishkia Williams

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

AIESHA HOLLOWAY

v.

PECO ENERGY COMPANY

:  
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DOCKET NO. C-2010-2178386

CERTIFICATE OF SERVICE

I, Tishkia Williams, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Aiesha Holloway  
6708 Oakland St.  
Philadelphia, PA 19149

Dated at Philadelphia, Pennsylvania, June 14, 2010.



Tishkia Williams  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
tishkia.williams@exeloncorp.com



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

PECO exhibit  
3

IN REPLY PLEASE  
REFER TO OUR FILE

DATE SERVED: JUNE 17, 2010

C-2010-2182180

PECO ENERGY COMPANY  
C/O WARD L SMITH  
ASSOCIATE GENERAL COUNSEL  
PO BOX 8699  
PHILADELPHIA PA 19101-8699

**COPY**  
**RECEIVED**

JUL -8 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Dear Mr. Smith:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by Aiesha Holloway. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

10.670

June 17, 2010

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

Very truly yours,

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta  
Secretary

LM

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: JUNE 17, 2010

**AIESHA HOLLOWAY**

Complainant

v.

**PECO ENERGY COMPANY**

Respondent

Complaint Docket

No: **C-2010-2182180**

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**FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY**

---

**TO: PECO ENERGY COMPANY**

**TAKE NOTICE:**

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any *certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.*; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



Rosemary Chiavetta  
Secretary

(SEAL)

Certified Mail  
Return Receipt Requested

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form (AMENDED)

Please print in ink or type.

C-2010-2178386

1. CUSTOMER (COMPLAINANT) INFORMATION

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

Name Aiesha Holloway

Street/P.O. Box 6708 Oakland St Apt # \_\_\_\_\_

City Phila State Pa Zip 19149

County Phila

Daytime Telephone Number Where We Can Contact You: (215) 725-4010

E-mail Address (optional): \_\_\_\_\_

Utility Account Number 16798-92026  
(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):

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)

RECEIVED  
2010 JUN 17 AM 8:45  
P.A.P.U.C.  
SECRETARY'S BUREAU

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.

I have no problem with paying for what I use, but I first came to Peco to get service at that address it was all these other people still living there address 6708 Oakland St. I was suppose to move in there in Dec. of 2009, so I had the owner to write me out a lease so I could have it for Peco's application. They called me and told me I couldn't get electric in my name because I knew the person who had took care of me because she owed a bill in their name so I couldn't move in and I called the PUC because I was a minor I'm not responsible for someone else's bills. The very first time in my life I could move out on my start taking care of myself, the very day I was finally moving in on 3-31-10 As I was moving my belongings into the property Peco was out back of the house and turned off the electric. I went out back and was told to call Peco I was a request to turn it off. So when call they contacted the PUC and was told they can have my service back the next day because the person who had moved back and my service start that first day March 31, 2010 I was here with my photo ID when Peco came that morning

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 \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

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 Aiesha Holloway, 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).

Aiesha Holloway  
(Signature)

6-8-10  
(Date)

\_\_\_\_\_  
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 <sup>nd</sup> 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.**



**UTILITY COMPANY REPORT**  
**Reporte De La Compania Utilidades**

**Date: 5/14/10**

<b>Name:</b> AIESHA N HOLLOWAY	
<b>Service Address:</b> 6708 OAKLAND ST	
<b>Post Office:</b> Philadelphia Pa	<b>ZIP:</b> 19149
<b>Account Number:</b> 16798-92026	

<b>Phone Home:</b> (215) 725-4010	<b>Phone Work:</b> ( ) -
<b>Mailing Address:</b> 6708 OAKLAND ST Philadelphia Pa 19149	

**Problem As You Described it:**

You contacted our office on 5/10/10 stating you moved into the property at 6708 OAKLAND ST on 3/30/10 instead of 11/11/09.

**Our Response:**

Dear Customer:

We looked into this matter and found that you asked for service at 6708 OAKLAND ST effective 11/11/09. On 5/11/10, we tried contacting you by telephone, but our attempt was unsuccessful. On 5/12/10, we contacted you to discuss your dispute. You were informed records indicate that you visited the Company on November 30, 2009 and provided a partial copy of your lease, two forms of your identification and stated that you were moving into the property. *Then you denied me service I could <sup>Not</sup> move in then*

The balance due on your account is \$1,061.90 as of 5/14/10. The amount due by 5/29/10 to avoid delinquency is \$1,061.90.

The investigation is being closed at this time. If you have any further questions regarding your dispute please contact us at (800) 606-0384. If you would like to make payment arrangements, please contact us at (800) 494-4000. We at PECO Energy want you to be completely satisfied.

Cordially,  
Tammy Nesbit  
Customer Consultant

**Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar al número de teléfono que aparece en este documento.**



0086

PECO  
PO BOX 13778  
Philadelphia, PA 19101

Account Number: 1679892017  
January 20, 2010

1397 1 AT 0.357 1397/001397/001894 004 01 GX9ZHZ 1 01212010  
SUSAN M BAZY  
6708 OAKLAND ST  
PHILADELPHIA PA 19149-2231

For Service to:  
6708 OAKLAND ST  
PHILADELPHIA, PA 19149



**NOTICE OF DEPOSIT REQUEST**

Dear Valued Customer:

PECO requires a deposit of \$220.00 for your service. Deposits are required of new customers if we cannot verify credit history and for customers who have multiple late or missed payments.

**Residential Customers**

The deposit is equal to two times the average monthly bill. You will be billed in three parts: 50 percent on the first bill and 25 percent on each of the next two bills. Your deposit will be returned (with interest) when your account shows 12 months of on time payments.

**Non-residential Customers**

The deposit is equal to your two largest monthly bills combined. Your deposit will be returned (with interest) when your account shows 36 months of on time payments.

Your deposit will not be waived once it appears on your bill. If you do not pay the deposit, your service may be shut off. If you stop or switch your service before your deposit is refunded, we will apply your deposit, plus interest, to your final balance.

PECO offers programs to help customers who are having trouble paying their bills. These include payment arrangements, budget billing plans and other programs. If you have any questions, please call 1-800-709-8685 between 7 a.m. and 6 p.m., Monday through Friday, or between 9 a.m. and 1 p.m. on Saturday. You may also visit our business office at 2301 Market Street in Philadelphia. Our business office hours are Monday through Friday, 8:30 a.m. to 5 p.m. PECO's deposit policies are available upon request.

Thank you,  
PECO



# Residential Lease

BY THIS AGREEMENT made and entered into on MARCH 31, 20 10, between Xu Wei Huo herein referred to as Lessor, and Aiesha Holloway herein referred to as Lessee. Lessor leases to Lessee the premises situated at 6708 OAKLAND ST in the City of Phila. County of \_\_\_\_\_, State of PENNA and more particularly described as follows: 3 bedroom House together with all appurtenances, for a term of 1 year(s), to commence on MARCH 31, 20 10, and to end on MARCH 31, 20 11, at 12:00 AM.

- Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Six Hundred Dollars (\$ 600.00) per month in advance on the 3 day of each calendar month beginning April 3, 20 10, at 6708 OAKLAND ST City of Phila, State of PA, or at such other place as Lessor may designate.
- Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Xu Wei Huo.
- Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Seventy Five dollars Dollars (\$ 75.00).
- Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of fourty five Dollars (\$ 45.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.
- Security Deposit.** On execution of this lease, Lessee deposits with Lessor Twelve Hundred Dollars (\$ 1,200), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.
- Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.
- Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 5 persons, consisting of 3 adult(s) and 2 child(ren) under the age of 18 years, without the written consent of Lessor.
- Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all

bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
22. **Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Two hundred Dollars (\$ 200.00 ), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.
23. **Display of Signs.** During the last 30 days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
24. **Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.
25. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
26. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.
27. **Notice of Intent to Vacate.** (This paragraph applies only when this Agreement is or has become a month-to-month Agreement.) Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
28. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
29. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within \_\_\_\_\_ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
30. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if

this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

- 31. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
- 32. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."
- 33. **Lead Paint Disclosure.** As required by law, Lessor makes the following disclosure: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- 34. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 35. **Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initiated by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

**Opt-Out Clause:**

\_\_\_\_ Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

36. **Other Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LESSEE: Alfred Paloway Date: 3-31-10  
LESSOR: Xu Cui Huo Date: 3-31-10

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.



# CREDCO Instant Merge Credit Report

First American CREDCO

Ref#: 1-08673-63206-0000 01/17/2010

TID#: 1-08673-63206 01/17/2010 08:54:37

Prepared For:  
 ACER MORTGAGE COMPANY  
 726 LOWER STATE RD  
 NORTH WALES, PA 19454  
 USA  
 Attention: SAMUEL J.  
 CERRATO III

Client Loan # :  
 Account # : 4007360  
 Notes :

Prepared By:  
 First American CREDCO  
 825 EAST GATE  
 BOULEVARD SUITE 310,  
 GARDEN CITY, NY 11530  
 Tel: (800)435-5661  
 Fax: (800)435-5667  
 URL: www.credco.com

Requested : TUC - I  
 Delivered : TUC

## APPLICANT INFORMATION

Name	Address	Address Type	SSN	DOB or Age	Applicant Identifier
BAZY, SUSAN M	Current: 6708 OAKLAND, PHILADELPHIA, PA 19149 US		106-54-3792		APP1

## CREDIT HISTORY

### Accounts Under Application

I T E M #	Credit Grantor	Date Rptd	Credit Highest	Present Status			Historical Status			Data Source	ECOA	
				Account Number	Monthly Pymt Amt	Account Type - MOP	MR	Times Past Due				Subscriber Info
#	Category/Terms Remarks	Open Limit	Balance		Status		30	60	90+			
1	PALISAD COLL BENEFIT PAL1BONE05902	01-10 12-03	10462	10462	N/A	Y-9 COLL/P&L	-	-	-	TUC Y024J4001	APP1	
	COLLECTION REV ACCT SUBMITTED TO COLLECTION COLL 01-10 Creditor: 08 BANK ONE			Activity: LACT 01-10 Pymt Hist: 01-10 ? Add'l Dates: LACT 01-10			Delinquency MOP Date Amount Max 9 Last 9 01-10					
2	FST USA BK B BENEFIT 44171241	10-03 09-03	10218	10218	204	R-5 DEL 120	49	01	01	03	TUC B07519944	APP1
	CREDIT CARD REV PAST DUE PAST \$1126 CLOSED BY CREDITOR			Activity: CLSD 07-03 Pymt Hist: 10-03 55452111111111111111111111111111 Lates: 3x90+; 10-03, 9-03, 8-03; 1x90; 7-03; 1x50; 6-03 Add'l Dates: CLSD 07-03; LACT 04-03			Delinquency MOP Date Amount Max 5 10-03 927 Last 5 10-03					
3	ARROW FINCL BENEFIT 2545	06-09 04-04	3657	3657	N/A	Y-9 COLL/P&L	-	-	-	TUC Y02276003	APP1	
	COLLECTION REV ACCT SUBMITTED TO COLLECTION COLL 06-09 Creditor: A F S ASSIGNEE OF HOUSEHOLD B			Activity: LACT 06-09 Pymt Hist: 06-09 ? Add'l Dates: LACT 06-09			Delinquency MOP Date Amount Max 9 Last 9 06-09					



An Exelon Company

Emergency and Repairs: 1-800-841-4141. This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO equipment. For all other business, call 1-800-494-4000.

Page 1

Name: SUSAN M BAZY
Service Address: 6708 OAKLAND ST, PHILADELPHIA
Phone Number: 610-603-9092
Account Number: 16798-92017
Issue Date: 03/09/2010

General Information

Next scheduled meter reading: April 7, 2010
Payment Information: PECO Energy, 2301 Market St, Philadelphia, PA, 19101, walk-in business hours Monday through Friday 8:30AM to 5:00PM. For additional payment options, go to www.peco.com/ehome. If you have any questions or concerns, please call 1-800-494-4000 before the due date.
To pay by phone, call 1-877-432-9384. (A convenience fee will apply.)
Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

Meter Information

Table with columns: Read Date, Meter Number, Load Type, Reading Type, Meter Reading Previous, Meter Reading Present, Diff, Mult X, Usage. Row 1: 03/08 105463072 General Service Tot kWh 96361 ACT 97610 ACT 1249 1 1249. Total kWh Used: 1249.

Current Period

Electric Residential Service

Service 02/07/2010 to 03/08/2010 - 29 Days

Table of charges: Customer charge \$5.31, Generation Charges 1,249 kWh X \$0.06100 = 76.19, Transmission Charges 1,249 kWh X 0.00550 = 6.87, Distribution Charges 1,249 kWh X 0.05200 = 64.95, Transition Charges 1,249 kWh X 0.03420 = 42.72, State Tax Adjustment -0.31, Total current charges \$195.73.

Other Basic Charges

Table of other charges: Deposit \$110.00, Deposit \$110.00.

continued ...

When paying in person, please bring the entire bill.

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company

- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384. A convenience fee will apply.

16798 9201 70000 0000

15313 1 AV 0.335 SUSAN M BAZY 6708 OAKLAND ST PHILADELPHIA PA 19149-2231



Account Number 16798-92017

Payment Receipt Stamp

Payment Amount box

Please pay this amount by 03/31/2010 \$1,322.58

PECO ENERGY - PAYMENT PROCESSING PO BOX 37629 PHILADELPHIA, PA 19101



00000195730000014149

167989201700013225800901322580