

May 5, 2011

Hon. Ky Van Nguyen
Administrative Law Judge
Pennsylvania Public Utility Commission
801 Market Street
Philadelphia, PA 19107

RECEIVED

MAY 09 2011

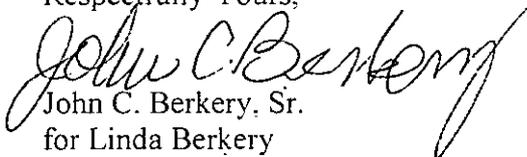
Public Utility Commission
Philadelphia Office
Administrative Law Judge

re: *Linda Berkery v. PECO*
Docket No. C-2010-2170223

Dear Judge Nguyen:

Regarding the May 3, 2011 letter to the Court by Ms. Lepkoski on behalf of Commerce Energy, the Complainant has no desire to engage in a spitting contest nor, she is sure, does the court, but Ms. Lepkoski's quantum leap that the provision of a contested amount of service years ago for a short period of time by an entity which since has changed hands and handed the account down to another company, is the equivalent of a legally binding signed contract, needs to be corrected. She says, "Commerce Energy is not requesting that the contract be entered into the record." That, Your Honor, is a non sequitur, since Commerce has already admitted that they have no signed contract, it couldn't be entered into the record in any event, because it does not exist. Similarly, Ms. Lepkoski's conclusion of law in the last sentence of her letter that by some tortuous reasoning of hers, the issue of whether or not there existed a signed contract, "is moot," does not fly, either. The simple proven fact is that Commerce/ACN has produced no valid and signed agreement whereby Linda Berkery agreed to be legally bound to them for service; it is respectfully submitted by the Complainant that Commerce/ACN has an obligation to produce such an agreement before prosecuting a complaint.

Respectfully Yours,



John C. Berkery, Sr.
for Linda Berkery
Complainant Pro Se

RECEIVED

MAY 18 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU