



3. PPL is a public utility licensed to provide electrical services to residential and commercial properties throughout portions of the Commonwealth of Pennsylvania, including, *inter alia*, the City of Wilkes-Barre, Luzerne County, Pennsylvania.

4. On or about July 11, 2011, the Complainant filed a Complaint with the Pennsylvania Public Utility Commission (hereinafter referred to as the “PUC”), which was docketed to Complaint No. C-2011-2255288 (hereinafter referred to as the “PUC Complaint”), and a correct copy of the PUC Complaint, without exhibits, is marked as Exhibit A, and is attached hereto, and is incorporated herein by reference.

5. On or about August 23, 2011, PPL filed an Answer to the PUC Complaint with the PUC, (hereinafter referred to as the “PPL Answer”) and a true and correct copy of the PPL Answer is marked as Exhibit B and is attached hereto, and is incorporated herein by reference.

6. In the PUC Complaint, the Complainant asserted that he made application (the “Application”) in 2007 to PPL for electric service to a property he owns at 27 Academy Street (the “Building”), located in Wilkes-Barre, Luzerne County, Pennsylvania.

7. Also, the Complainant alleges in the PUC Complaint that PPL violated its statutory duty by denying him access to electric service in 2007 to his above Building, pursuant to the Application, and therefore, that denial in 2007 was the purpose for him filing the PUC Complaint.

8. In the PPL Answer, PPL asserted that it had denied service to the Complainant's Building in 2007 because of the fact that there were certain outstanding bills by the tenant of the Building, Christopher Street Realty ("CSR"), which bills were imputed to the Complainant.

9. Consequently, PPL denied service to the Complainant, at his Building at 27 Academy Street, Wilkes-Barre, because they deemed the Complainant owed all of the bills of CSR, not only in reference to the Building at 27 Academy Street, but also numerous other properties managed by CSR.

## **II. PPL's Intentional Refusal to Comply With Complainant's Discovery Requests**

10. Previously, the Complainant's legal representative served on PPL (i) a Request for Production of Documents, a copy of same attached as Exhibit C, and (ii) Interrogatories, a copy of same attached as Exhibit D.

11. Also, the Complainant's attorney attempted to schedule the deposition of potential PPL witnesses, and attached as Exhibit E is a copy of the Notice of Deposition, submitted to PPL, for purposes of securing information from PPL in reference to the above case.

12. More specifically, in paragraph 1 of the Request for Production Documents, the Complainant requested the following:

"Produce all documents related, in any way, to (i) the initial contact between Joseph R. Reisinger, Jr. and/or his agents and Respondent in regard to establishing electrical service at the building at 27 Academy Street, Wilkes-Barre, PA 18702, and (ii) any and all documents related to any events or occurrences thereafter, including

the refusal to provide service to the above building, for the Complainant.” (Emphasis Added)

13. Additionally, in paragraph 4 of the Request for Production of Documents, the Complainant requested the following:

“Produce all documents internal to the Respondent’s operations prepared by any person or party on the behalf of the Respondent, pertaining in any way to the subject matter of the PUC Complaint filed in this case.” (Emphasis Added)

14. Also, in paragraph 6 of the Request for Production of Documents, the Complainant requested the following:

“Produce all documents describing the Respondent’s policies and procedures for provision of service to an account to a new customer at a location where service was previously discontinued due to an alleged outstanding balance by a tenant.” (emphasis added)

15. In response to the above Request for Production of Documents and the Interrogatories, PPL sent to the Complainant’s attorney a packet of 22 exhibits, containing 76 pages of documents.

16. In reference to the above deposition, the attorney for PPL, Kimberly Krupka, Esq., had advised Mr. Walsh that she was not aware of any representative of PPL that could have provided information relevant to this case, and therefore, no depositions were scheduled.

17. In regard to the above 22 exhibits, containing 76 pages of documents, actually submitted by PPL, they were primarily a series of account billings that had

hand-written account numbers on them, but PPL never disclosed what the actual locations were that were related to each of the accounts submitted.

18. Further, because the Complainant believed that all of the above 22 exhibits, containing 76 pages of documents, that were submitted by PPL had been submitted to him in good faith, and because PPL never provided him the addresses related to the above documents, the Complainant then employed personnel to review all of CSR's records to determine, if possible, the specific locations that were referenced in the above account analyses submitted by PPL.

19. However, it was only after twelve hours of an accountant's time, costing the Complainant \$1,080 (12 hours x \$90 per hour), that the above 22 exhibits, containing 76 pages of documents had been analyzed, and at that point, said analysis indicated that in absolutely no instance did any of the above 76 pages of PPL's 22 exhibit documents have anything to do with (i) the Complainant, (ii) the Complainant's property, 27 Academy Street, or (iii) anything else remotely relevant to the PUC Complaint.

20. Further, obviously, since the above 22 exhibits, containing 76 pages of documents, were all PPL account information, PPL and PPL's lawyer obviously knew that all of the above information was completely irrelevant to the matters at hand, before same were submitted to the Complainant, with PPL also knowing that the Complainant would have then expended a substantial amount of funds in attempting to analyze the above 22 exhibits, containing 76 pages of documents, submitted by PPL, to determine the physical location related to each of the above 22 exhibits, in an attempt to prepare for a hearing then scheduled before this Court, in reference to the above case.

21. In fact, a summary of the above 22 exhibits, containing 76 pages of documents, actually submitted by PPL to the Complainant is reflected immediately below in the chart:

Ex #	Account #	Requested By	Mail To	Begin Date	End Date	Ending Balance	Service Address
1A	48410-30013	CSR	CSR @ 444 SF	02/27/07	06/21/07	10.13	450 S. Franklin 3rd Fl
1B	50010-30150	CSR	CSR @ 444 SF	10/25/07	01/31/12	1,382.79	444 S. Franklin Apt 1
1C	49610-30002	Joseph Reisinger	JRR @ M&M Center	12/08/07	12/13/11	14,436.53	446 S. Franklin St
1D	68350-15011	Joseph Reisinger	Reisinger – Allentown	01/21/08	01/31/12	-	Villagebake?
1E	49810-30179	CSR	CSR @ 444 SF	11/06/08	02/02/09	-	444 S. Franklin 3rd Fl Frnt
1F	43400-67178	CSR	CSR @ 444 SF	05/18/09	02/14/12	369.58	385 N. Main St
1G	64410-29158	CSR	CSR @ 444 SF	07/31/09	01/31/12	331.36	31 Academy Street
1H	68440-29087	CSR	CSR @ 444 SF	04/07/10	02/03/12	384.63	221 E. Main Street garage
1I	49210-30153	CSR	CSR @ 444 SF	09/27/10	01/31/12	728.53	448 S. Franklin St 3rd Fl
1J	04020-25110	CSR	CSR @ 444 SF	09/12/11	09/12/11	-	
						17,643.55	

Ex #	Account #	Begin Date	End Date	Service Address	Notes on Comments
2A	48410-30013	07/08/05	04/14/08	450 S. Franklin 3rd Fl	
2B	50010-30150	12/06/05	06/07/11	444 S. Franklin Apt 1	Comments are about 444 SF
2C	49610-30002	04/21/05	12/29/11	446 S. Franklin St	Comments are about 444 SF

2D	68350-15011	08/28/01	04/21/11		Villagebake?!?! Allentown JR
	49810-			444 S. Franklin 3rd Fl	Ann Marie McCauley - former
2E	30179	10/23/08	02/02/09	Frnt	tenant?
	49810-30197	03/10/09	09/12/11	385 N. Main St	
	43400-				Sophonia Franklin - former
2F	67178	05/01/09	01/21/12	31 Academy Street	tenant?
	64410-			221 E. Main Street	
	29158	07/21/09	02/04/12	garage	
	68440-				
2G	29087	03/11/10	02/03/12	448 S. Franklin St 3rd Fl	
	49210-				
2H	30153	09/09/10	01/27/12		
	04020-				
2I	25110	05/31/11	08/09/11		Edwin Suarez - Irving Street

Ex #	Account #	Date	Notes, Address info - Etc.
3	49610-30002	03/31/05	Agmt Amt \$1,728.2 446 S. Franklin St screen print of PPL system
4A	49610-30002	05/05/11	Cust Dispute \$12,245.09 Bill - Service Address 446 S. Franklin <b>[TCB owns after tax sale]</b>
4B	50010-30150	05/05/11	Cust Dispute \$ 552.04 Bill - Service Address 444 S. Franklin Apt 1-2nd floor front - the comments from 2007 describe foreign wiring - one outlet from the first floor is connected to the meter for 2nd floor front - <b>[Keller bought at tax sale]</b>

22. In sum, since 27 Academy Street is the site of the Complainant's Building, and therefore, the Building in question in these proceedings, as indicated by the above chart, none of the above 22 exhibits, containing 76 pages of documents, submitted by PPL, allegedly as a good-faith response to the Complainant's Request for Production of Documents, had any relevancy to 27 Academy Street, or to any of the issues that were set forth in the PUC Complaint, or PPL's Answer to same.

23. Further, in the Interrogatories, paragraph 1 reads as follows:

“Give the names and addresses of the following persons:

(a) those who were involved in any way, including from the date of the initial request for service, in addition to the decision to refuse service to Complainant at the property in question, 27 Academy Street; (Emphasis Added)

(b) those who were contacted by anyone in regard to any aspect, including the request for service, and then the later decision to refuse service to Complainant at the property in question, 27 Academy Street;

(c) those who have any information or knowledge concerning the facts, events, circumstances or conditions surrounding the happening of said occurrences.” (Emphasis Added)

24. Also, in the Interrogatories, paragraph 2 read as follows:

“State whether any person gave any statement or prepared any document, memorandum, drawing or any other tangible thing pertaining to the occurrence giving rise to this complaint.

(a) If your answer is in the affirmative, as to each person state the following:

(i) identify each person;

(ii) describe the nature of what was done or produced;

(iii) give the name and address of the person having custody of each item described above.” (Emphasis Added)

25. Further, in the Interrogatories, paragraph 4 reads as follows:

“Identify each person whom you expect to call as a witness at the trial of this action.

(a) as to each person so identified, state the subject matter on which they are expected to testify.”

26. In response to the above Interrogatories, no information was ever submitted by PPL to the Complainant’s attorney, and therefore, for purposes of the hearing scheduled to occur before this Court, there was no expectation that PPL would produce the testimony of any person in reference to anything related to this case.

27. Also, in reference to the above 22 exhibits, containing 76 pages of documents, because all of the above exhibits were totally irrelevant to the proceedings at hand, there was also no expectation that PPL would be submitting any exhibits at the hearing scheduled by this Court in reference to the PUC Complaint.

28. However, on February 23, 2012, this Court held a hearing related to the PUC Complaint, and at that hearing, as we all know, in spite of the fact that no witness names or statements, etc., were ever provided to the Complainant by PPL, as requested above by the Complainant, a witness appeared at the above hearing on behalf of PPL, and then testified at length in support of PPL’s then asserted position in reference to the PUC Complaint.

29. More specifically, in regard to PPL’s above assertion at the above hearing, said assertion dealt with events and factual circumstances that allegedly

occurred from 2004 to 2007, related to certain alleged billings pertaining to the Complainant's Building.

30. Even though the above matters pertained to events that go back as far as eight years ago, the current billings were never raised by PPL before the above hearing, in reference to the Complainant's PUC Application.

31. Most importantly, none of the above issues were raised in 2007, when it would have been comparatively easy to have addressed the above matters at that time, but now, because of the passage of a substantial amount of time, attempting to reconstruct the financial records related to the above is an extremely difficult and expensive situation for the Complainant to do, all of which would have never had to have occurred if PPL had simply asserted in 2007 the above alleged claims that it is now asserting in 2012 at a hearing.

32. Also, the above position asserted by PPL at the above hearing was never addressed in PPL's Answer, or any amendment to same, related to the PUC Complaint.

33. More specifically, as reflected above, in the PUC Complaint and PPL's Answer to same, the only issue prior to the above hearing, properly before this Court, was whether the Complainant and CSR were one and the same, and that aspect was never even addressed at the above hearing.

34. As a consequence of all of the above, at the above hearing, PPL produced testimony and then documentation, none of which were previously disclosed to the Complainant, all of the above indicating what would be the requirements for the Complainant to now have the electric service at 27 Academy

Street re-instated for the account related to apartment 1B, in light of the fact that PPL had diagnosed in prior years that there was a foreign wiring issue.

35. Therefore, because the Complainant was denied, before the above hearing, any access to any of the proposed testimony of the above witness, and any of the documentation that was submitted at the hearing before this Court by PPL, not only was the Complainant's right of cross-examination of the above witness totally compromised, but also, the Complainant was denied the opportunity to have the PPL's witness's proposed testimony previously examined by PUC experts, retained by the Complainant, in addition to other witnesses relevant to the above witness's testimony.

36. Further, if provided copies of the exhibits actually submitted into evidence at the above hearing in advance of the above hearing, the Complainant may have had the opportunity at that point to respond to same, but probably not within a ten day period, for the reasons set forth herein.

37. Further, in direct conflict with the Complainant's Request for Production of Documents, at the above hearing, PPL also submitted documents into the record that had not been included in the above 22 exhibits, containing 76 pages of documents, completely irrelevant documents that PPL previously submitted to the Complainant, that gave rise to the complete waste of the Complainant's \$1,080.

38. Also, PPL argued that the foreign wiring allegedly existed in regard to apartment 1B at 27 Academy Street, but never produced any evidence of the above fact, such as an expert report by PPL, indicating that the foreign wiring condition existed throughout the period of the above bills submitted by PPL, in reference to the above apartment at 27 Academy Street; for example, CSR could have corrected

the above situation after receiving a notice of same, and had provided notice to PPL of the above event.

39. Therefore, at the above hearing, there was no proof offered that the alleged foreign wiring issue, if it ever existed, had been in existence for the entire period of the alleged unpaid electrical bills.

40. In sum, PPL's (i) intentional submission of 22 exhibits, including 76 pages of completely irrelevant documents to the Complainant was an improper response to the Complainant's Request for Production of Documents, and caused a substantial waste of his money, (ii) intentional refusal to disclose to the Complainant any information related to PPL's "mystery witness", and her purported anticipated testimony, was in direct violation of the Interrogatories that the Complainant had submitted to PPL, and (iii) intentional refusal to submit the above billing information that PPL produced at the above hearing previously to the Complainant, was in violation of the Complainant's Request for Production of Documents.

41. As a consequence of all of the above, PPL (i) has completely denied to the Complainant his opportunity to have had a proper hearing before this Court in accordance with the PUC procedures related to discovery, etc., and (ii) also has obviously denied to the Complainant his constitutional rights to procedural and substantive due process.

### **III. Complainant's Reason for Requesting That This Court Permit This Voluntary Withdrawal of the PUC Complaint**

42. After the above hearing, the Complainant has now discussed the status of his Building at 27 Academy Street with both his attorney, Mr. Walsh, in regard to his pending insurance claim, and also with his contractor, in regard to the costs to complete the renovation of the above Building.

43. As context, there had been a fire at the Building, in a prior year, and the related insurance claim has not yet been finalized, and as a consequence, the Complainant at this point it is not positive that he will receive the insurance funds necessary for him to be able to complete the renovations of the Building.

44. Also, the prayer for relief requested in the PUC Complaint was that the Complainant wanted PPL to provide service to the Complainant at this time to the above Building, but now, because of the above uncertainty, the Plaintiff is hereby requesting permission to voluntarily withdraw the PUC Complaint, until the above financing issues, etc., are resolved.

45. In sum, if the Complainant cannot secure adequate insurance proceeds to actually complete their remodeling of the building, he will not be back to PPL to request service of electricity to 27 Academy Street.

### **IV. Reasons Why This Court Should Consider Granting This Motion For Voluntary Withdrawal**

**A. Analyzing the billing information produced by PPL at the above hearing is not an easy task.**

46. As stated above, PPL never provided in advance of the above hearing any of the billing information related to apartment 1B at 27 Academy Street for the years 2004-2007, that was then submitted by PPL at the above hearing.

47. Therefore, in spite of the Complainant's Request for Production of Documents, the Complainant never saw any of the above billing information before the above hearing.

48. Also, most importantly, PPL had never produced the above in 2007, when (i) all of CSR's records related to the above period would have been readily available, and (ii) all the administrative staff of CSR that were then involved in the above operations would have been readily available for consultation.

49. Therefore, before the above hearing, the Complainant never had any opportunity to review any of PPL's billing information, pertaining to apartment 1B in 27 Academy Street, with any of his staff, and then actually attempt to locate those personnel who were operating CSR during the time period addressed by the above bills, and to have viewed all of CSR's financial records, related to the above.

50. Additionally, because the billing information pertains to the years 2004 – 2007, and it is now 2012, and none of the issues raised by PPL at the above hearing had ever been raised before, the Complainant is extremely disadvantaged, because it is going to be very difficult for him now to be able to reconstruct, going back more than eight years ago, to determine the propriety of the amounts being asserted now by PPL in 2012.

51. Further, there is no legal basis requiring CSR to have retained all of the above information, for all the above back years, and therefore, to the extent that

same exists, said documents are going to have to be retrieved from permanent storage, after being relocated, and then be reassembled as possible under the current circumstances.

52. Also, the Complainant's representatives, who would be needed to "check" PPL's account billing information submitted at the hearing, are presently very much involved in tax season, because CSR's owner is a tax attorney, and therefore, has all of the above accountants, etc. employed in doing tax returns as part of that tax practice.

53. Therefore, between now and April 15, 2012, all of the accountants, etc. that are involved with the above law practice are previously committed to addressing client responsibilities related to tax season, since the related law firm specializes in taxation.

54. Also, all of the documents/canceled checks/Quick Book Records of CSR, going back for the years 2004 to 2007, are in storage, if they still exist, and must then be reassembled, because even though the bills submitted at the above hearing were for the period of 2004 – 2007, and allegedly in reference to apartment 1B, CSR had paid on an annual basis in excess of \$25,000 per year in electric bills to PPL, for many years prior to 2007.

55. Therefore, in order to determine what was the outstanding balance, if any, in reference to each of the above bills submitted by PPL, now in 2012, related to 2004, 2005, 2006 and 2007, the Complainant needs to do a complete analysis of all of the checks that were written to PPL during the above period related to the alleged unpaid bills.

56. Also, the Complainant needs to do the above, so as to find out how all of the payments that were made to PPL, during the above period, have been applied, in order to determine as to what could conceivably be any amounts remaining due for purposes of apartment 1B in 27 Academy Street, that existed on or before July 1, 2007, the date PPL refused to restore service to the Building on behalf of the Complainant.

57. Finally, the cost of attempting to accomplish all of the above could easily exceed \$5,000 to \$10,000, assuming that all of the above information could somehow be retrieved.

**B. Numerous motions will now need to be filed, to protect the Complainant's rights, if this Court does not grant the above Motion for Permission to Voluntarily Withdraw the PUC Complaint.**

58. Further, if this Court does not grant the Complainant's Motion for Permission to Voluntarily Withdraw the PUC Complaint, the Plaintiff will then be filing various motions, related to the above.

59. First, in reference to PPL's witness' testimony, if the above Motion is not granted, the Complainant will file a motion to have all of her testimony stricken, pursuant to Rule 5.372(a)(3), because all of her testimony should never have been entered into the record, because it was all violative of the obligations of PPL to have provided all the information to the Complainant seven days before the above hearing.

60. The PUC Rules, in subchapter D, Discovery, were to allow the Complainant to have the opportunity to have reviewed same, and possibly have retained PUC experts, or other relevant persons, for purposes of determining not

only the accuracy of PPL's witness' above testimony, but also to testify on behalf of the Complainant at a hearing in reference to the above.

61. Additionally, if this Court denies the above motion to strike all of the above testimony, the Complainant will then be filing a motion for a re-hearing to be scheduled 30 days after PPL's witness' testimony has been transcribed and delivered to the Complainant, so that the Complainant could then have the 30 day period referenced above to review all of her testimony with PPL experts, and be in position to provide testimony to contradict a substantial amount of her statements.

62. Further, in reference to the above, the Complainant requested a copy of any regulations internal to PPL, that would in any way be related to the proceedings at the hearing, and of course, PPL ignored that requirement also, and therefore, there was absolutely no basis to meaningfully cross-examine PPL's witness, because of the above error or lack of compliance by PPL.

63. Next, in reference to the above written evidence that was submitted, in regard to the bills, first the Complainant will be filing a motion to have same stricken from the record, again, pursuant to §5.372(a)(3) because of PPL's intentional violation of its obligations to comply with the discovery requests submitted by the Complainant.

64. Further, if this Court does not grant the above motion to strike, in reference to the above documentation, the Complainant will request permission to file a petition for a re-hearing, 30 days after April 15, 2012, so as to allow the Complainant to use the services of the accountants of CSR, to do a comprehensive review referenced above, to the extent that the CSR records are still capable of being retrieved.

65. In sum, as a matter of fundamental due process, the whole purpose of the PUC's discovery rules was to provide the Complainant with all the information related to the PUC Complaint that would be at all relevant to the proceedings at a hearing before this Court, and PPL intentionally refused to comply properly with all of the above.

**C. This Court granting the above Motion to Voluntarily Withdraw this Complaint will eliminate the Complainant needing to file now a motion for sanctions against PPL, and its attorney, because of the above numerous violations of the PUC Rules related to discovery.**

66. Further, if this Court does not grant the above Motion, the Complainant will be filing a motion for sanctions, to be imposed on PPL and its attorney, for purposes of their intentional submission of the clearly known completely irrelevant discovery documentation that cost the Complainant and his wife their personal funds of over \$1,080, which total waste of funds and time was known in advance by both PPL and PPL's legal counsel.

67. Further, the above motion for sanctions will be filed pursuant to §5.372(a)(4).

**D. This Court granting the above Complainant's Motion for Permission to Voluntarily Withdraw the PUC Complaint is clearly advancing the public interest, as expressed by the Pennsylvania Public Utility Commission, in the case *Application of Laser Northeast Gathering Company LLC*, 2011 WL 6122562 (Pa.P.U.C.).**

68. This Court granting the above Complainant's Motion for Permission to Voluntarily Withdraw the PUC Complaint will clearly be advancing the public interest, because it prevents a waste of (i) this Court's time, (ii) the PPL's

representative's time, (iii) the PPL's lawyer's time, (iv) the Complainant's time, and (v) the Complainant's legal counsel's time, in addressing all of the above motions yet to be filed, knowing that the Complainant's initial prayer for relief, in the PUC Complaint, no longer has any factual relevancy at this time to this case.

69. In summary, all of the above effort, based on PPL's current position, relates to what is required by the Complainant, to have service re-instated at 27 Academy Street, and because the Complainant may very well never need the power re-instated at 27 Academy Street, it seems that a substantial amount of effort, to address all of the above potential motions, etc., is clearly not in the public interest.

70. If the PUC Complaint is allowed to be withdrawn, only after the Complainant applies again to PPL for electric service in the future, if ever needed, and then again only if a dispute arises at that time, will there be a need to again involve the Public Utility Commission.

71. Therefore, because of all of the above, it is believed that the appropriate resolution to this matter, which is in the public interest, at this point is to allow the Complainant to Voluntarily Withdraw the PUC Complaint.

## **V. Conclusion**

72. Because of all of the above, the Complainant is respectfully requesting that this Court grant the Complainant permission to voluntarily withdraw the PUC Complaint at this time.

Respectfully submitted,

/s/ Joseph R. Reisinger, Esq  
Joseph R. Reisinger, Esq.  
Counsel for Complainant