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May 18, 2012

VIA FEDERAL EXPRESS

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P O Box 3265, 400 North St
Harrisburg PA 17105-3265

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MAY 18 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**RE: Yasmin Bhatti v PPL Electric Utilities Corporation
No. C-2011-2251413**

Dear Ms. Chiavetta:

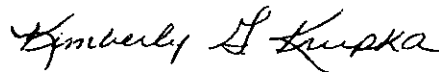
Enclosed for filing in the above-captioned matter are an original and nine (9) copies of the Reply of PPL Electric Utilities Corporation to Complainant, Yasmin Bhatti's Exceptions, along with the attached Certificate of Service.

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed filed on or before May 18, 2012.

I am also enclosing an extra copy of PPL's Reply. Please time-stamp this copy and return it to my office in the envelope provided.

Thank you for your cooperation in this matter.

Very truly yours,



KIMBERLY G. KRUPKA

KGK/dm
Enclosures

cc: Ms. Yasmin Bhatti (w/enclosure)
Administrative Law Judge Katrina Dunderdale (w/enclosure-via FedEx)
Ms. Kim Safford (w/enclosure); *via email only*

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

YASMIN BHATTI,
COMPLAINANT,

VS.

PPL ELECTRIC UTILITIES CORPORATION,
RESPONDENT.

COMPLAINT DOCKET
NO. C-2011-2251413

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MAY 18 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**PPL ELECTRIC UTILITIES CORPORATION'S REPLIES TO EXCEPTIONS
OF COMPLAINANT**

AND NOW comes the Respondent, PPL Electric Utilities Corporation ("PPL"), by and through its attorneys of record, Gross McGinley, LLP, and files the within Replies to Exceptions, alleging in support thereof as follows:

1. Denied.¹ Complainant fails to set forth her Exceptions in numbered paragraphs, and further fails to identify with particularity either specific Findings of Fact or Conclusions of Law to which she excepts. Nonetheless, it appears that Complainant's first Exception is that she was denied a full and fair opportunity to present her case against PPL. Such allegation is simply not supported by the record in the case.

ALJ Dunderdale conducted a two hour hearing on February 9, 2012.² Ms. Bhatti appeared pro se. In order to ensure Ms. Bhatti had due process, ALJ Dunderdale commenced the hearing by stating a full explanation of the hearing process. The first nine (9) pages of the transcript are comprised of explanations provided by ALJ

¹ Complainant fails to set forth her Exceptions in numbered paragraphs. However, it appears that Ms. Bhatti is raising four issues. Therefore, PPL will address each separately.

² Pursuant to the transcript, the hearing commenced at 10:00 a.m. and concluded at 12:00 p.m. (N.T. at 4, 134).

Dunderdale as to how the case would proceed. Thereafter, Ms. Bhatti was provided with a full and fair opportunity to present her case. In fact, to ensure fairness to Ms. Bhatti, ALJ Dunderdale asked pointed questions of Ms. Bhatti when her testimony was unclear and the ALJ wanted to fully understand the issues Ms. Bhatti was attempting to present. (N.T. at 15-16). At all times, ALJ Dunderdale provided Ms. Bhatti with every opportunity to state her case, but Ms. Bhatti refused to cooperate with the hearing process. There was simply no denial of due process.

If Ms. Bhatti claims that she was precluded from presenting evidence to the Court for consideration, such preclusion was due to Ms. Bhatti's own refusal to cooperate with the hearing process. Whenever ALJ Dunderdale attempted to inquire of Ms. Bhatti in order to fully understand the nature of the Complaint, Ms. Bhatti refused to answer the questions of the ALJ and spoke over the ALJ. (See N.T. at 18). By way of example, when the ALJ indicated that Ms. Bhatti's handwritten Complaint was not readable and invited Ms. Bhatti to state on the record what was contained within her Complaint, Ms. Bhatti responded, "No, I do not, and I don't want to go through that. I want to go through this, telling you where fraud has been done." (N.T. at 18). Moreover, when the court asked Ms. Bhatti what relief she was requesting, as evidenced by the following exchange:

Judge: What do you want to have happen after today?

A. I want your judgment

Judge: Okay. And then - -.

A. That's what I want.

Judge: And then what?

A. And then whatever I will decide I need to do, I'll do.

Judge: Okay,

A. But you have to make a judgment after I give my presentation. But I have to give my side of the story to you with date and everything.

Judge: And what judgment do you hope that I will give you?

A. It doesn't matter. It doesn't matter. I know PPL is a fraud, and I'm going to prove it. It's either way. In every way, I will have a chance to prove.

(N.T. at 21-22).

From page 9 to page 43 of the transcript, Ms. Bhatti had an opportunity to provide her direct testimony for consideration by the ALJ. At no time was Ms. Bhatti prevented from testifying or otherwise establishing her case. Rather, any information which was omitted was due to Ms. Bhatti continuously speaking over the Judge and refusing to answer questions.

2. Denied. It appears that Complainant's second exception is that ALJ Dunderdale improperly refused to enter her paperwork into evidence. Such refusal was not improper, and did not alter the decision of the ALJ.

The ALJ acted properly in refusing to enter the nearly one hundred sixty seven (167) pages of proposed exhibits provided by Ms. Bhatti into evidence. The documents consisted of PPL electric bills, cancelled checks, and bank statements. Throughout the hearing process, Ms. Bhatti had the opportunity to testify about the exhibits, and when her testimony is reviewed, it is clear that the exhibits simply were not relevant. Specifically, (1) all relevant information contained within the PPL bills presented by Ms. Bhatti were consistent with the information contained in PPL's hearing Exhibit 1 (Account Activity Statement), (2) the documents did not actually relate to any testimony, and (3) the Court had Ms. Bhatti's oral testimony.

With regard to the PPL bills that Ms. Bhatti requested be entered into evidence, the information was simply duplicative of exhibits already in evidence. PPL had already offered into evidence Ms. Bhatti's account activity statement. This statement contained all information concerning the billings and payments on her account. In fact, a review of Exhibit 1 reveals that it shows the date on which a bill or payment was issued, the amount of the bill or payment (inclusive of budget billed amount and actual usage), the balance on the account, the number of days in a billing cycle, the heating and cooling degree days within the billing cycle, the KWH used, and the meter dial reading. There were simply no allegations that the actual bills offered by Ms. Bhatti contained additional or different information than what was contained within PPL Exhibit 1. Accordingly, when the ALJ rendered her decision, she had all information which would have otherwise been included within the copies of the monthly PPL bills.

With regard to cancelled checks and financial statements, Ms. Bhatti failed to related these documents to any alleged improper act by PPL. To the extent that Ms. Bhatti claims that these documents support her claim that PPL failed to credit payments to her account, the testimony of Ms. Bhatti proves otherwise. Ms. Bhatti was specifically asked to identify exhibits or documents which supported her case, and she refused to do so, as detailed by the following exchange between counsel for PPL and Ms. Bhatti:

KRUPKA: Yes. Ms. Bhatti, if I go through the years starting with 2008, can you tell me if there was ever - - are you contending that there was ever a payment in 2008 for which you made a payment that PPL did not credit your check?

A. I already went through - - - it would be very difficult for me to go through right now; okay? So I'll tell you that question. I already made the statement, whatever I had in my paperwork. So I cannot answer for you that right now. I already - -

- - -

A. - - - you can find out. I cannot go through, and I will not go through. N.T. 44-45).

Ms. Bhatti was asked to point to any check for which she believed PPL failed to credit her account. She could not point to any (see Section 3 below). Therefore, the checks and bank statements had no relevance.

Throughout the entire hearing, Ms. Bhatti was provided with an ample opportunity to testify, but orally and by reference to documents. All the information contained within the PPL bills was already admitted via PPL Hearing Exhibit 1. While Ms. Bhatti provided the Court with pages of cancelled checks, when given the opportunity, she could not point to a single check written to PPL which was not shown as a credit on her account activity statement. Even in her Exceptions, Ms. Bhatti has failed to identify a check which was included in her proposed exhibit which was not credited to her account. Therefore, these documents simply were not relevant and not necessary for the decision of the ALJ.

In filing her Exceptions, Ms. Bhatti needed to answer the question, “what document, if admitted, would have supported a specific claim of violation of a rule or regulation by PPL.” Ms. Bhatti has not pointed to one such document.

3. Denied. It appears that Complainant’s third exception is that ALJ Dunderdale erred in not finding that PPL improperly billed her. Complainant’s exception lacks a factual basis.

The testimony of Complainant, as well as the documentary evidence of PPL, clearly reveals that Complainant was properly billed and all payments credited. With regard to Complainant’s own testimony, she has failed to identify any statements which

contact specific factual averments which support her claim of improper billing. More importantly, Complainant was unable to identify any instance in which PPL failed to credit payments made by her. Specifically, the parties engaged in the following exchanges:

BY ATTORNEY KRUPKA:

Q. Ms. Bhatti, I had difficulty following some of - - what I'm trying to determine is, was there any specific month or payment in 2008 that you made that you didn't receive credit?

A. I cannot go. I answered and I repeat myself again. 2008 is not - - I have gone through 2007 to whatever, 2010 or beyond, in front of the Honorable Judge Dunderdale. You can get that information from them.

JUDGE:

Ms. Bhatti?

A. What I said, - -

JUDGE:

Ms. Bhatti?

A. - - - you can find out. I cannot go through, and I will not go through.

(N.T. 45).

When Ms. Bhatti refused to provide a straightforward response to this line of inquiry, the Judge inquired: "If you can't find that information, why do you think PPL should be able to find it? Ms. Bhatti responded, "I just gave it to you. I just gave you the whole information. Why would she go only 2008? Let's talk about 2009; okay?" (N.T. at 47-48). Despite Ms. Bhatti refusing to answer the question asked of her, the Judge permitted Ms. Bhatti to answer in the manner she desired. Still, Ms. Bhatti refused to identify any specific payment made and not credited to her account, as evidence by the following exchange:

A. Why only for 2008? If she is concerned about 2008, I gave you. I'm not concerned about 2008. I'm concerned about all these years. Why particularly 2008?

JUDGE:
Ms. Bhatti?

A. Yes.

JUDGE:
Can you give me the answer for 2009?

A. I gave you already. I told you how much money that they have taken from me extra. I told you the charge me electrical services charged, which never existed.

N.T. at 48.

Despite Ms. Bhatti arguing that she provided specifics, at no point during her testimony did Ms. Bhatti ever identify one payment made by her which was not credited to her account. This failure alone supports the ALJ's findings.

Moreover, PPL provided competent evidence of proper billing. In this regard, PPL presented the testimony of Customer Service Representative Trayce Kirlin who has been employed with PPL for thirteen years. (N.T. at 66). Ms. Kirlin identified Ms. Bhatti's account activity statement (PPL's Exhibit 1) and testified that each time a payment is received, PPL credited such payment to the account on the date it was received, as reflected on the statement. (N.T. at 71). Ms. Kirlin also explained that Ms. Bhatti was on budget billing, which permitted the actual bills to be annualized over a twelve month period. (N.T. at 72-74.)

Ms. Kirwin also addressed Ms. Bhatti's allegations of PPL requiring more than twelve payments within a one year period. Specifically, Ms. Kirwin testified:

Q. Okay. Now, Ms. Bhatti indicated that in some years she made more than

A. We received 13 payments.

Q. Now, I want to look at 2008. Any by looking at the account activity statement, when a payment was made by Ms. Bhatti, was it always for the full amount of the bill issued?

A. No.

Q. For instance, can you look at the payment received on - - ? Let's back up. Can you tell me what the amount of the bill was, the budget bill, issued on July 22, 2008?

A. The budget amount was \$368.

Q. And what was the amount of the payment?

A. \$118.

(N.T. at 74).

Q. And before another bill was issued, was there another payment?

A. Yes, July 31st, 2008, we received a payment of \$194.

(N.T. at 75).

Therefore, as explained during the testimony of Ms. Kirlin, although Ms. Bhatti made thirteen payments within one year, the payments were for less than the corresponding bill issued. Therefore, when Ms. Bhatti's payments were less than the amount billed, Ms. Bhatti's account balance would continue to accumulate. While there may have been times that PPL requested that Ms. Bhatti issue additional payments to pay off the balance, PPL did not issue multiple bills during any given month. All bills issued are evidenced on Ms. Bhatti's account activity statement, which was accepted into evidence as PPL Hearing Exhibit 1.

4. Denied. It appears that Complainant's fourth exception is that ALJ Dunderdale erred in not that PPL improperly failed to test her meter or perform a high bill investigation. Such allegation is again without merit.

The evidence is clear that when Ms. Bhatti filed her Complaint, PPL attempted to perform a meter test and conduct a high bill investigation, but Ms. Bhatti refused. A review of the account activity statement reveals that Ms. Bhatti's high balance was based on her failure to make payments. (PPL Hearing Exhibit 1). In fact, as of the time of the hearing, Ms. Bhatti had not made a single payment on her account since March 11, 2011, which explained her high balance. (PPL Hearing Exhibit 1). Nonetheless, PPL attempted to perform a high bill investigation. As explained by Ms. Kirlin (PPL's witness):

A. The first time we come inside the home to do an internal investigation. And when we do it at that time, we also will pull the meter for accuracy. Since we did not have access, we could not come out to pull the meter. We always try to contact the customer first, because they'll have a momentary interruption of power. N.T. at 114-115).

Accordingly, PPL was willing to come to Ms. Bhatti's home, examine the interior components for electrical consumption and test the meter. However, as evidenced by the following exchange, Ms. Bhatti was completely uncooperative with PPL's efforts:

JUDGE:

--

The question is, did PPL call you or send you a letter anytime in the last year saying they want to come inside your house and check your meter?

A. I don't know. And that's what I'm trying to explain to you. They said that to me while I was in the process of appealing.

JUDGE:

Okay.

A. Okay? And ---

JUDGE:
Ms. Bhatti?

A. - - - they wanted to change my meter outside.

JUDGE:
Ms. Bhatti?

A. And I said no, the evidence will go away. Do not change that. They called me and - - -

JUDGE:
Ms. Bhatti?

A. They wanted me to come - - yes, they wanted to come at that time and change the meter outside. I said that's the evidence, and I don't want anybody to come and change it.

(N.T. at 60-61).

Ms. Bhatti again confirmed her refusal to permit PPL to perform a meter test or high bill investigation on page 62 of her testimony. Specifically,

A. . . . But during that time when I talked to T. - - - Deb T. and also - - - I mean Deb T., at that time, T. was trying to convince me over and over and over that they wanted to come to my home - - -

JUDGE:
Ms. Bhatti?

A. I said no.

(N.T. at 62).

Simply stated, Ms. Bhatti cannot have it both ways. She cannot complain that PPL acted unreasonably in the provision of services by failing to perform a high bill investigation and meter test, and at the same time verify that she has refused to permit PPL into her home and instructed PPL not to enter upon her property to conduct a meter test. PPL was satisfied that the electrical readings it was receiving were accurate. If Ms.


Bhatti believed otherwise, she had an obligation to cooperate with PPL in the performance of a meter test and high bill investigation.

For the foregoing reasons, PPL respectfully requests the Commission deny the Exceptions of Complainant and affirm the decision of the Administrative Law Judge.

Respectfully submitted,

GROSS MCGINLEY, LLP

By: _____


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Date: May 18, 2012

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

YASMIN BHATTI,
COMPLAINANT,

VS.

PPL ELECTRIC UTILITIES CORPORATION,
RESPONDENT.

COMPLAINT DOCKET
NO. C-2011-2251413

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MAY 18 2012

CERTIFICATE OF SERVICE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This is to certify that the **REPLIES TO EXCEPTIONS OF COMPLAINANT**
on behalf of PPL ELECTRIC UTILITIES CORPORATION, was mailed to the
following, by first class United States mail, postage on this the 18th day of May, 2012:

Yasmin Bhatti
3101 Trexler Blvd
Allentown PA 18104

The Honorable Katrina Dunderdale
Administrative Law Judge
301 5th Avenue
Piatt Place, Suite 220
Pittsburgh, PA 15222

GROSS MCGINLEY, LLP

By: 

KIMBERLY G. KRUPKA, ESQUIRE
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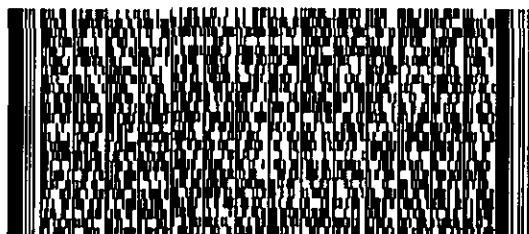
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