

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Abraham Ituah :
(Complainant) :
V : Docket No. C-2012-2338738
PECO Energy Company :
(Respondent) :

RECEIVED

JAN 9 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMPLAINANT RESPONSE TO RESPONDENT ANSWERS

Here is Complainant response to the answers provided by Respondent (PECO) on a notice dated 12/18/2012 but was received on 1/3/2013.

1. Respondent (PECO) diverted all payments Complainant made for service of account for Germantown Ave owed by Abraham Ituah to an account that was fraudulently transferred and continue to charge interest on interest monthly.
2. Respondent continue to deny that no dangerous condition exist in complainant and May Gray building situated in Bouvier Street as stated on the complaint and submitted unrelated picture to deceive the commission and the court. See exhibit A attached.
3. The meter in 3765 N. Bouvier Street that the Respondent negligently added was unnecessary because the existing meters in the building were sufficient to provide service to the subject property. No additional meter was required for the building for this reason the meters are currently serving the building in spite of the removal of the meter ordered by the court. The technician that establishes the said account must be questioned as to who officially requested for a meter service and signed the work order confirming it completion.
4. No notice was received from Respondent before filing a claim with the court to remove the meter negligently installed and purported bill. The presiding Judge discovered that no services were made before the hearing; as a result the case was continued to another date for hearing.
5. Respondent failed to appear for hearing on the date set by the court and Complainant was informed at the hearing that the case was withdrawn. It was because PECO knew that there was no reason for the said account. In May/June

2012, Respondent fraudulently transferred the account to Complainant account for Germantown Ave.

Without doubt, Complainant is very disappointed that PECO Attorney ignored due process and passed judgment by placing the said unauthorized account to the complainant account at Germantown Ave and fails to respect the order of the court to attend a hearing and continue to deceive the court and commission by submitted a wrong picture to show that no dangerous condition exist. Whereas, the dangerous condition still exist as shown on the exhibit A-D.

For the above reasons, the Complainant has been experiencing emotional distress because of Respondent negligent actions. Therefore, the Complainant is hereby requesting the commission order the removal of the transferred account and access monetary damages to punish Respondent for intentionally causing the Complainant unnecessary pains by deceiving the court and commission to continue their fraudulent activities and provide inferior and dangerous service to the consumers which is a violation of unfair trade practices and consumer protection law. A copy of the act marked Exhibit E attached.

Respectfully Submitted,


COMPLAINANT

DATE 1/2/13

Certified Mail Requested.

CC: PECO ✓

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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.

Name: ABRAHAM ITUAH
Account Number: 84450-01400
Phone Number: 310-381-9859
Service Address: 5229 GERMANTOWN AV, PUB LTG, PHILADELPHIA

Your major account rep is BUSINESS ACCT SRVCS. If you have any questions about this bill please contact us at 800-220-7326 or by writing PECO, 2301 Market St, N4-3, Philadelphia, PA 19103-1380.

Billing Summary

Bill Date		06/26/2012
Charges from previous bill		\$88.66
Transfer service 3765 N BOUVIER ST, HOUSE PHILADELPHIA		\$3,230.93
Late payment charge		\$485.01
Total Other Charges		\$3,804.60
Current Period Charges		
Electric		\$38.56
Total New Charges		\$38.56
Total Amount Due on 07/18/2012		\$3,843.16

Mrs. Penzera / Shery
Transfer
Legal Dept - (215)

General Information

Next scheduled meter reading: July 26, 2012
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date.

- Customer Self Service - Manage Your Account 24/7**
- www.peco.com/ebill - Go paperless: receive and pay your bill
 - www.peco.com/service - Start, stop and transfer your service
 - www.peco.com/SmartIdeas - Save energy and money
 - Pay by phone with credit/debit card at 1-877-432-9384 (\$3.50 fee)

Message Center

5.90% estimated Gross Receipts Tax of \$2.11 included in new charges.
Your electric price to compare is \$0.1597 per kWh.

Note: This bill shows the bill after the transfer.

When paying in person, please bring the entire bill.

(continued on next page)



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

- 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.

84450 0140 00000 0000

7610 1 AV 0.347 7610007610015705 031 01 GXE4W0 1258 06272012
ABRAHAM ITUAH
PO BOX 48024
PHILADELPHIA PA 19144-8024

Account Number 84450-01400 Payment Receipt Stamp

Payment Amount

Please pay this amount by 07/18/2012 \$3,843.1

PECO - PAYMENT PROCESSING
PO BOX 37629
PHILADELPHIA PA 19101-0629

00000038560000008866

844500140000038431622003843166



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.

Name: ABRAHAM ITUAH
Account Number: 84450-01400
Phone Number: 310-381-9859
Service Address: 5229 GERMANTOWN AV, PUB LTG, PHILADELPHIA

Your major account rep is BUSINESS ACCT SRVCS. If you have any questions about this bill please contact us at 800-220-7326 or by writing PECO, 2301 Market St, N4-3, Philadelphia, PA 19103-1380.

Billing Summary

Bill Date	04/26/2012
Charges from previous bill	\$11.84
Late payment charge	\$0.18
Total Other Charges	\$12.02

Current Period Charges

Electric	\$41.50
Total New Charges	\$41.50
Total Amount Due on 05/18/2012	\$53.52

The highest bill on the account before illegal transfer.

General Information

Next scheduled meter reading: May 25, 2012
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date.

Message Center

5.90% estimated Gross Receipts Tax of \$2.27 included in new charges.
Your electric price to compare is \$0.1367 per kWh.

- Customer Self Service - Manage Your Account 24/7**
- www.peco.com/ebill - Go paperless: receive and pay your bill
 - www.peco.com/service - Start, stop and transfer your service
 - www.peco.com/SmartIdeas - Save energy and money
 - Pay by phone with credit/debit card at 1-877-432-9384 (\$3.50 fee)

Note
This bills shows the regular bill for Germantown before the transfer

When paying in person, please bring the entire bill.

(continued on next page)

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



- 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.

84450 0140 00000 0000

Account Number: 84450-01400
Payment Receipt Stamp

Payment Amount

Please pay this amount by 05/18/2012 \$53.5

00000041500000001184

7931 1 AV 0.347 7931/007931/016115 030 01 GXDZB4 1258 04272012
ABRAHAM ITUAH
PO BOX 48024
PHILADELPHIA PA 19144-8024

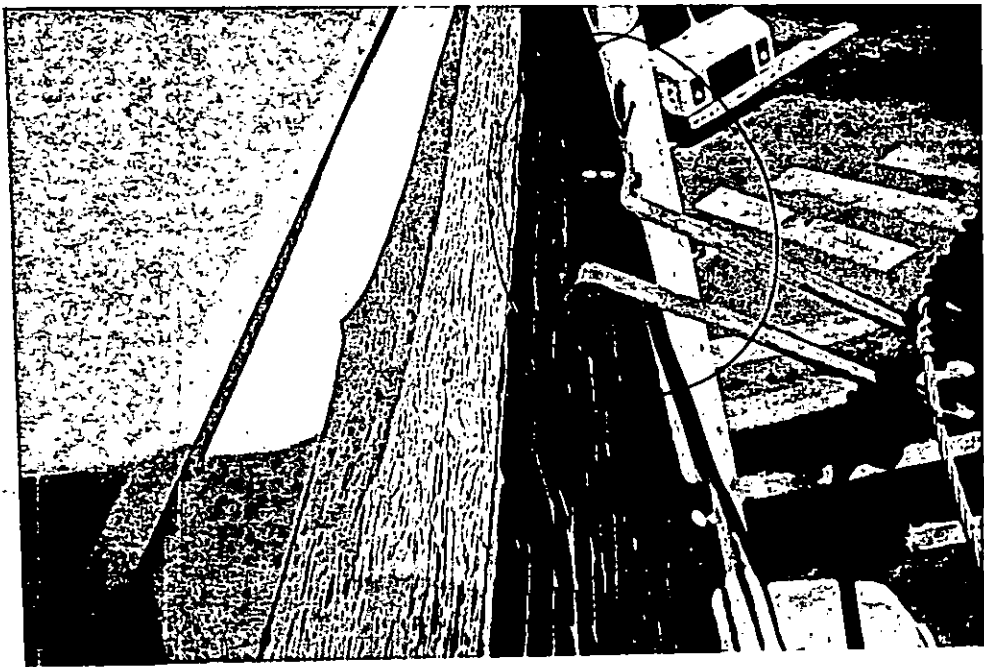
PECO - PAYMENT PROCESSING
PO BOX 37629
PHILADELPHIA PA 19101-0629



844500140000000535221390053524



The wide of spot is where the cables and bolt are disconnected from the building. *[Signature]*



The rear of the building, where the cables are
connected to the building.

#1

TEN DAY SHUT OFF NOTICE
(AVISO DE SUSPENSIÓN DE SERVICIO EN 10 DIAS)
FOR PECO ENERGY CHARGES ONLY.

Account Number: 8445001400	Past Due Amt: \$3,754.83
For Service To: 5229 GERMANTOWN AV	New Billing: \$88.33
Date Prepared: July 10, 2012	Total Amount: \$3,843.16

Your Gas/Electric Service May Be Shut Off!

Because your bill is past due, we will shut off the service to 5229 GERMANTOWN AV on or after 8:00 a.m. on July 24, 2012.

Case #
2999594

We will NOT shut off your gas/electric service if you do ONE of the following:

- Pay \$3,754.83 in full before July 24, 2012, this includes any amount you owe on your payment plan. This notice is effective for 60 days.
- Show us a paid receipt for the past due amount.
- You may qualify for a payment agreement or special assistance programs. Call 1-888-480-1533 right away to provide us with household income and occupant information to determine your eligibility.
- If you dispute this balance or have other billing questions, please call our office at 1-800-494-4000.

WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.

If we shut off your gas/electric service, you may have to pay all of the following before we can turn service on:

- | | |
|------------------------------|--------------------|
| • Past Due Amount of | <u>\$3,754.83</u> |
| • Deposit Past Due Amount of | <u>\$0.00</u> |
| • Agreement Unbilled Balance | <u>\$0.00</u> |
| • Total | <u>\$3,754.83*</u> |

*If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

**If your service is shut off, you may have to make substantial payments in order to have your service restored. In addition to any balance owed, you will have to pay a Reconnection charge of between \$70.00 and \$1,700.00. This fee amount is set by PECO's tariff and based on how much work is needed to restore your service. You may also be required to pay a deposit equal to two times your average monthly usage.

MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is seriously ill. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

1. Have your licensed physician or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off, phone certification must be followed by written certification within 7 days.

'AND'

2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while protected under the medical certification.

IMPORTANT TO KNOW

Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

Atencion ! Este es en mensaje muy importante. Si usted no lo entiende, favor de llama a 1-888-480-1533.

Send payment in the enclosed envelope or pay your bill at an authorized payment location or PECO Energy's Main Office (23rd & Market Streets Philadelphia). To pay by credit card or check by phone, call 1-877-432-9384. The service provider will charge a convenience fee of \$3.50.

See other side for more information

When paying in person, please bring the entire bill



Unfair Trade Practices and Consumer Protection Law

I. The Act

A. Act and Amendments.

- 1 The Unfair Trade Practices and Consumer Protection Law became effective on December 17, 1968, 73 P.S. §201-1, *et seq.*
- 2 The Act was amended December 4, 1996.

B. Purpose.

- 1 To eradicate unfair or deceptive business practices and place seller and consumer on more equal terms.
- 2 The Act is modeled after the Federal Trade Commission Act (15 U.S.C.A. §41 *et seq.*) and the Lanham Trade-Mark Act (15 U.S.C.A. §1051 *et seq.*).
- 3 Courts may look to decisions under those federal acts for guidance in interpreting the Act. *Com. by Creamer v. Monumental Properties, Inc.*, 459 Pa. 450, 329 A.2d 812 (1974), on remand 26 Pa. Cmwlth. 399, 365 A.2d 442.
- 4 It is remedial in nature and should be construed to effectuate the purpose of preventing any form of fraud. *In Re Fricker*, 113 B.R. 856 (Bkrtcy. E.D. Pa. 1990).

II. Definitions

A. Documentary Material §201-2(1).

The term includes such items as books, memorandum or other tangible documents.

B. Person §201-2(2).

- 1 Natural persons;
- 2 Corporations;
 - a. Corporate owner of nursing home is "person". *Chalfin v. Beverly Enterprises, Inc.*, 741 F. Supp. 1162 (E.D.Pa. 1989) reconsideration denied 745 F. Supp. 1117.
- 3 Trusts;
- 4 Partnerships; and

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

5. Incorporated or unincorporated associations.
 - a. Residential condominium association is "person". *Valley Forge Towers South Condominium v. Ron Ike Foam Insulators, Inc.*, 574 A.2d 641, 393 Pa. Super. 339 (1990).

C. Trade and Commerce §201-2(3).

1. Advertising or offering for sale and sale or distribution of services and property, tangible or intangible, real or personal;
2. Directly or indirectly affecting the people of Pennsylvania.
3. Trade has been held to include:
 - a. Mortgage transactions, *In Re Smith*, 866 F.2d 576 (3d.Cir. 1989).
 - b. Services of real estate broker, *In Re Bryant*, 111 B.R. 474 (Bkrtcy. E.D.Pa. 1990).
 - c. Sale of residential real estate, *Gabriel v. O'Hara*, 534 A.2d 488, 368 Pa. Super. 383 (1987).
 - d. Health care services provided by a nursing home, *Chalfin v. Beverly Enterprises, Inc.*, 741 F. Supp. 1162 (E.D.Pa. 1989), reconsideration denied 745 F. Supp. 1117.
 - e. Lending money, *In Re Milbourne*, 108 B.R. 522, (Bkrtcy. E.D.Pa. 1989) declined to follow 110 B.R. 155.

D. Unfair Methods of Competition §201-2(4).

As to goods and services:

1. Passing off as those of another;
2. Causing likelihood of confusion as to the source or approval;
3. Causing likelihood of confusion as to affiliation or association with another;
4. Using deceptive representations of geographic origin;
5. Representing that goods or services or an individual have certain characteristics which they do not, *i.e.*, sponsorship, approval;
6. Representing goods as original or new if they are not;
7. Representing that goods or services are of a particular standard, quality or grade, style or model, if they are of another;
8. Disparaging goods, services or business of another by false or misleading representations;
9. Advertising with intent not to sell as advertised;
10. Advertising with intent to inadequately supply, without notice of quantity limitation;

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

11. Making false or misleading statements as to price reductions;
12. Promising to pay compensation to buyer for name referrals when compensation is contingent upon future sales to buyers referred;
13. Promoting or engaging in "Chain Letter" or "Pyramid" plans or clubs;
14. Failing to comply with terms of any written guarantee or warranty given prior to or after contract is made;
15. Knowingly misrepresenting that services, replacements or repairs are needed if not needed;
16. Making repairs, improvements or replacements of inferior quality;
17. Making telephone solicitations for sales of goods or services without stating
 - a. identification of seller;
 - b. purpose of call is to sell goods or services;
 - c. nature of goods or services;
 - d. no purchase or payment necessary to win prize.
18. Using contract or document in consumer transaction which contains confession of judgment clause.
19. Soliciting any order for sale of goods through mails or telephone unless seller expects to ship ordered merchandise to buyer
 - a. within time stated or
 - b. if no time is stated, within 30 days after completed order by buyer.
20. Failing to inform purchaser of new motor vehicle offered for retail sale by motor vehicle dealer
 - a. rustproofing is optional
 - b. motor vehicle has been rustproofed by manufacturer and nature and extent of warranty.
21. Engaging in any other fraudulent conduct which creates a likelihood of confusion or of misunderstanding.
 - a. Referred to as the "Catch-all" provision;
 - b. Has been broadly construed to prevent fraud.

III. Unlawful Acts or Practices §201-3

A. Unfair or deceptive acts are unlawful. These have included:

1. Systematic breach of warranty of habitability by landlord. *In Re Clark*, 96 B.R. 569 (Bkrtcy. E.D. Pa. 1989).

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

2. Lender's refinancing loans without disclosing attractive alternate loans. *In Re Milbourne*, 108 B.R. 522 declined to follow 110 B.R. 155 (Bkrtcy. E.D. Pa. 1989).
 3. Failure of insurer to settle an insured claim for benefits or honor his demand for arbitration. *Layton v. Liberty Mutual Fire Insurance Co.*, 530 F. Supp. 285 (D.C. 1981).
 - ④ 4. Charging hidden broker's commission. *In Re Russell*, 72 B.R. 855 (Bkrtcy. E.D. Pa. 1987).
 5. Mortgagee's conduct of obtaining "snap" default judgment and institution of foreclosure without proper service. *In Re Smith*, 866 F.2d 576 (3d Cir. 1989).
 6. Check cashing charge of 5 times industry norm. *In Re Warnly*, 91 B.R. 702 (Bkrtcy. E.D. Pa. 1988).
- B. Violations of other laws may be violations of this act as well.
1. Unfair Insurance Practices Act, *DezaiFFE v. State Farm Fire and Casualty Co.*, 42 D. & C. 3d 133 (1984).
 2. Truth in Lending Act, *In Re Milbourne*, 108 B.R. 522, declined to follow 110 B.R. 155 (Bkrtcy. E.D. Pa. 1989).
 3. Automotive Industry Trade Practices Regulations, *Northview Motors, Inc. v. Com., Atty. Gen.*, 562 A.2d 977, 128 Pa. Cmwlth. 54 (1989).
 4. Title Insurance Companies Act, *Moy v. Schreiber Deed Sec. Co.*, 572 A.2d 758, 392 Pa. Super. 195 (1990).
 5. Plain Language Consumer Contract Act, 73 P.S. §2207(b).
 6. Pennsylvania Automobile Lemon Law, *McClelland v. Hyundai Motor America*, 851 F. Supp. 680 (E.D. Pa. 1994).
- C. Exceptions §201-3.

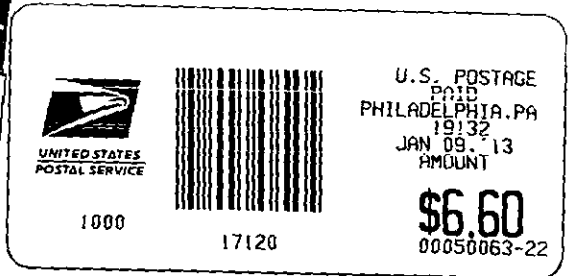
Not applicable to communications media or their personnel in publication of an advertisement if acted in good faith and without knowledge of the falsity or deceptive nature.

IV. Door to Door Sales §201-7

A. Scope.

1. Whenever goods or services with a sale price of \$25 or more are sold to buyer as result of contact with or call on buyer or resident at his residence, by phone or in person.
2. Buyer has a right of rescission.
3. Seller has contractual responsibilities.

PO Box 48024
Philadelphia PA 19144



RETURN RECEIPT
REQUESTED

RECEIVED

JAN 9 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

The Commission
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd floor
Harrisburg PA 17120