

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CHARLES STATO,

DOCKET NO. F-2013-2342385

COMPLAINANT

V.

DIRECT ENERGY SERVICES, LLC,
RESPONDENT

RECEIVED

FEB 11 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANSWER TO BRIEF AND ANSWER OF DIRECT ENERGY
WHICH WAS FILED ELECTRONICALLY ON JANUARY 29, 2013

CHARLES STATO SUBMITS THIS ANSWER TO THE "ANSWER TO COMPLAINT" OF DIRECT ENERGY SERVICES: I, CHARLES STATO; HAVE TAKEN THE LIBERTY OF SENDING THE RESPONDENT A COPY OF MY RESPONSE TO THE "NOTICE TO PLEAD" AND ALLEGED "NEW MATTER" FILED BY PIKE COUNTY LIGHT AND POWER COMPANY ON JANUARY 29, 2013. I HAVE SENT THIS TO YOU BY CERTIFIED MAIL; ALONG WITH, THIS "ANSWER" TO YOUR "ANSWER TO COMPLAINT"

IT SEEMS THAT THE HONORABLE COURT MAY HAVE BROKEN THIS INTO TWO SEPARATE MATTERS BECAUSE THE DOCKET NUMBER IN THE PIKE LIGHT AND POWER MATTER IS DOCKET NO.: F-2013-2342378

I WAS TOLD I DO NOT NEED AN ATTORNEY TO PROCEED IN THIS MATTER; AND, I ASK THAT YOU ACCEPT MY LACK OF SOPHISTICATION AND ETIQUETTE AND OVERLOOK WHAT I AM NOT VERSED IN BY PROFESSION OR LICENSE...

I FIND IT VERY DIFFICULT TO CONSIDER THIS AS TWO SEPARATE MATTERS; AND PIKE POWER AND LIGHT HAS REFERRED TO DIRECT ENERGY LLC IN IT'S NOTICE TO PLEAD AND ALLEGED "NEW MATTER"; THEREFORE; I WOULD LIKE TO INCORPORATE MY ANSWERS TO DOCKET NO F-2013-2342378; INTO AND ALONG WITH MY REPLY HEREWITH TO DOCKET NO. F-2013-2342385.

I DO NOT FEEL THAT DIRECT ENERGY HAS ACTED IN ACCORDANCE WITH THE LAW AT ALL TIMES; AND, I DO NOT FEEL THAT PIKE COUNTY POWER AND LIGHT HAS ACTED IN ACCORDANCE WITH THE LAW.

ANSWERS TO 'ANSWER'

1. ADMITTED. MY NAME IS TRUE AND ACCURATE
2. ADMITTED. BY WAY OF FURTHER ANSWER, I HAVE NOT SEEN THE LICENSE; BUT, WILL TAKE IT ON FAITH THAT THIS IS THE CASE. HOWEVER, I DO NOT KNOW HOW THIS PERTAINS TO ME; AS; TO THE BEST OF MY KNOWLEDGE I HAVE NEVER HAD ANY DIRECT CONTACT WITH DIRECT ENERGY UNTIL SUCH TIME AS PIKE POWER AND LIGHT NOTIFIED ME I WAS BEING CHARGED FIVE TIMES

AS MUCH AS WAS BEING CHARGED BY PIKE LIGHT AND POWER. AT THAT TIME PIKE LIGHT AND POWER TOLD ME THAT THEY WERE NOT THE PROVIDER OF MY ELECTRIC AND GAS; AND; THAT ALL THE MONEY THAT I SENT TO PIKE COUNTY LIGHT AND POWER/ ORANGE AND ROCKLAND EVERY MONTH WAS GIVEN TO DIRECT ENERGY. I TOLD PIKE LIGHT AND POWER THAT I WAS NOT AWARE THAT THIS HAD BEEN GOING ON FOR SIX AND ONE HALF YEARS. PIKE LIGHT AND POWER TOLD ME TO CALL DIRECT ENERGY AND CANCEL OUT WITH THEM. IN LIGHT OF THE FACT THAT I HAD NEVER SIGNED UP WITH DIRECT ENERGY SOME SEVEN YEARS AGO, I IMMEDIATELY CALLED DIRECT ENERGY AND TOLD THEM WHAT PIKE LIGHT AND POWER HAD TOLD ME.

THE FIRST CONTACT I EVER HAD WITH DIRECT ENERGY WAS IN THE SUMMER OF 2012 WHEN I WAS CONTACTING PIKE LIGHT AND POWER BECAUSE THEY STOPPED SENDING ME MY REGULAR MONTHLY BILL. THE LAST BILL I HAD RECEIVED FROM THEM WAS APPROXIMATELY \$169.00

WHEN THEY FINALLY SENT A BILL IT WAS FOR AN OUTRAGEOUS AMOUNT IN THE THOUSANDS OF DOLLARS !

I WAS ALSO TOLD BY DIRECT ENERGY THAT MY METER HAD TO BE BROKEN BECAUSE THE USAGE WENT UP TO OVER 50,000.00 KILLOWATS IN ONLY ONE (1) MONTHS TIME.

IN ANY EVENT I TOLD DIRECT ENERGY THAT I WAS NOT AWARE THAT THEY WERE PROVIDING ANY ELECTRIC AND GAS TO ME; AND, THAT I NEVER SIGNED UP WITH THEM; AND, NEVER SIGNED A CONTRACT WITH THEM AND DID NOT OWE THEM THE MONEY I HAD PAID THEM THROUGH ORANGE AND ROCKLAND/PIKE POWER AND LIGHT OVER THE PREVIOUS SIX AND ONE-HALF YEARS THAT I LIVED IN MY HOME FROM THE WINTER OF 2006 UNTIL THE PRESENT (WHICH AT THAT TIME WAS IN THE SUMMER OF 2012)

I TOLD DIRECT ENERGY TO CEASE AND DESIST ON PROVIDING ANY SERVICE TO ME IN THE LATER PART OF THE SUMMER OF 2012; AS THIS IS WHAT ORANGE AND ROCKLAND/ PIKE POWER AND LIGHT INSTRUCTED ME TO DO IN ORDER TO PAY 80% LESS FOR MY ELECTRIC AND GAS BILLS....Direct Energy told me that they wished I had not Ceased and Desisted them; because, they would have given me a MUCH BETTER RATE !!!!!

3. DENIED. BY WAY OF FURTHER ANSWER, I NEVER AUTOMATICALLY ENROLLED MYSELF INTO SERVICE WITH DIRECT ENERGY AND IF I HAD KNOWN THEY ENROLLED ME IN ANY SUCH "AUTOMATIC ENROLLMENT" I WOULD HAVE IMMEDIATELY TOLD THEM TO CEASE AND DESIST ON THEIR ACTION. I KNOW ENOUGH ABOUT THE LAW TO KNOW THAT ALL OF THAT "AUTOMATIC NONSENSE" WAS DONE WITHOUT MY KNOWLEDGE OR CONSENT; AND, THAT I CANNOT BE LEGALLY HELD LIABLE FOR WHAT IS DONE BEHIND MY BACK WITHOUT MY KNOWLEDGE OR CONSENT; AND; WITHOUT ANY TYPE OF WRITTEN OR SIGNED CONTRACT; AND, WITHOUT ANY PHYSICAL OR VERBAL CONTACT OF ANY KIND....They never even contacted me on the phone asking me to switch! BASICALLY, THIS IS FRAUD AND I AM NOT LIABLE FOR FRAUD COMMITTED AGAINST ME WITHOUT MY KNOWLEDGE OR CONSENT OR SIGNED EXECUTION OF A CONTRACT.....It was represented to me that I signed up with ORU/Pike Power on December 23rd, 2005; the Closing Date of my purchase of 405 Ave F Matamoras PA. THE FACT THAT I NOTIFIED DIRECT ENERGY TO CEASE AND DESIST THEIR ILLEGAL ACTION OF PROVIDING ME WITH USURIOUS SERVICE DOES NOT

AFFECT THEIR LIABILITIES IN THIS CASE; BECAUSE ALL OF THEIR ACTIONS

WERE INBETWEEN EARLY 2006 AND SUMMER OF 2012 DURING WHICH TIME THE PROBLEMS OF THIS CASE HAD NOT BEEN DISCOVERED UNTIL AROUND SUCH TIME AS DIRECT ENERGY WAS ORDERED TO CEASE AND DESIST. I would NOT have KNOWN about what they did to me unless ORU/Pike Power told me what they were charging me at the time Pike Power/ORU told me about the Broken Meter and the Shocking Thousands of Dollars worth of False Electric Billing which was allegedly run up over a very short timespan of a month or two. They lied about meter readings which they did or did not do...This is documented in my 93 page Complaint.

I AM NO LONGER CUSTOMER OF DIRECT ENERGY AND NEVER WAS A CUSTOMER OF DIRECT ENERGY BECAUSE OF THE FRAUDULENT AND SNEAKY WAY IN WHICH THE SERVICE WAS PROVIDED AT THE USURIOUS RATE OF FIVE TIMES THE COST WHICH IS PROVIDED BY PIKE POWER AND LIGHT FOR THE EXACT SAME GAS AND ELECTRIC..... FURTHERMORE, I NEVER SIGNED ON WITH DIRECT ENERGY AND WHATEVER THEY DID WAS WITHOUT MY KNOWLEDGE OR CONSENT.

NONETHELESS, THE RATE THAT THEY CHARGED HAD NOTHING TO DO WITH THE BROKEN METER BECAUSE DIRECT ENERGY TOLD ME THAT THE KILLOWATS WENT ALL THE WAY UP TO 50,000 PLUS IN ONLY ONE SINGLE MONTH....

THE ONLY WAY I FOUND OUT THAT DIRECT ENERGY WAS CHARGING ME FIVE TIMES TOO MUCH WAS THAT WHEN I CALLED ORANGE AND ROCKLAND/PIKE LIGHT AND POWER, THEY TOLD ME THE NOT ONLY THAT THE METER WAS BROKEN AND THEY WANTED TO TEST IT BEFORE SENDING ME A BILL; BUT, ALSO THAT DIRECT ENERGY WAS PROVIDING THE GAS AND ELECTRIC....

4 ADMITTED AND DENIED IN PART

a) DENIED THE BILLS I RECEIVED WERE ALWAYS FROM ORANGE AND ROCKLAND IN SPRING VALLEY NEW YORK. THEY ALSO SAID PIKE POWER AND LIGHT UNDERNEATH O&R; BUT WERE NOT MAILED FROM PIKE COUNTY.

b) DENIED BY WAY OF FURTHER ANSWER; I HAD NO KNOWLEDGE OF THIS; AND, IF I HAD HAD KNOWLEDGE OF IT, I WOULD NEVER HAVE CONSENTED TO IT...

c) ADMITTED BY WAY OF FURTHER ANSWER, THIS AMOUNT OF MONEY HAS NOT BEEN SUBTRACTED FROM THE \$3578.40 WHICH PIKE COUNTY POWER/ORANGE AND ROCKLAND ARE STILL ERRONEOUSLY SHOWING AS DUE ON THE ACCOUNT.

THE \$947.47 WAS NOT DETERMINED AS BEING ERRONEOUS UNTIL AFTER THE ERRONEOUS AMOUNT OF \$3578.40 WAS BILLED ON MY ACCOUNT.

THE ERRONEOUS AMOUNT OF \$3608.80 APPEARED ON MY ORANGE AND ROCKLAND/PIKE COUNTY POWER AND LIGHT BILL DATED AUGUST 30, 2012. DIRECT ENERGY CEASED AND DESISTED ON THEIR UNKNOWN AND UNWANTED ELECTRIC AND GAS SUPPLY TO ME EFFECTIVE ON AUGUST 1ST, 2012....

THE \$947.47 SHOULD HAVE APPEARED AS A CREDIT ON THE PIKE LIGHT AND POWER/ORU BILL DATED AUGUST 30, 2012 OR ON ANY BILL AFTER THAT SUCH AS THE 09/30/12 BILL OR THE 10/30/12 BILL..... HOWEVER THIS CREDIT HAS STILL NOT APPEARED ON ANY PIKE LIGHT AND POWER/ORU BILL BETWEEN AUGUST

30TH, 2012 AND THE PRESENT....

IT DOES NOT MATTER THAT DIRECT ENERGY NO LONGER PROVIDED ME WITH THEIR UNKNOWN AND UNWANTED ELECTRIC AND GAS. THE PIKE POWER AND LIGHT BILL SHOULD STILL HAVE BEEN CREDITED ONCE THE REFUND WAS MAILED OUT TO ME.... The de post facto refund is an ADMISSION that the Bill is Wrong; and the amount of the Bill has to be adjusted by the amount which was refunded because it was NEVER DUE IN THE FIRST PLACE.....

IN PARAGRAPH 3 OF PENNSYLVANIA INVESTIGATOR CORNELIA SCHNECK'S DECISION IN REGARD TO MY PREVIOUS INFORMAL COMPLAINT, SHE STATES " ACCORDING TO DIRECT ENERGY RECORDS, THE BILLING FOR THIS TERRITORY (MATAMORAS, PA) IS HANDLED BY THE LOCAL UTILITY COMPANY (PIKE COUNTY LIGHT AND POWER) HOWEVER, DIRECT ENERGY RECEIVED THE CORRECTIONS FROM THE UTILITY COMPANY FOR INCORRECT BILLING ON MR STATO'S ACCOUNT. MR STATO WAS ISSUED A REFUND CHECK IN THE AMOUNT OF \$947.47 THE CHECK WAS MAILED ON 10/9/2012"

THEREFORE; THIS AMOUNT PLUS THE SUBSEQUENT AMOUNT OF \$1013.85 WHICH WAS MAILED ON 10/30/2012 MUST IMMEDIATELY BE SUBTRACTED FROM THE \$3578.40 OR THE \$3608.80 WHICH IS THE AMOUNT THAT WAS BILLED ON MY AUGUST 30, 2012 PIKE COUNTY POWER AND LIGHT/ORU BILL.....

THERE IS NO BILLING AGENT ANYWHERE IN THE ENTIRE WORLD WHO DOES NOT ACCOUNT FOR A REFUND because of billing error AS A DEBIT ON A MONTHLY STATEMENT.

THE REFUND IS A LEGAL ADMISSION THAT THE BILL WAS WRONG; AND, THAT THE AMOUNT OF THE BILL WAS WRONG. THIS BEING THE CASE; BOTH OF THESE AMOUNTS MUST BE SUBTRACTED FROM THE \$3578.40 AND THE CORRECTED AMOUNT SHOULD SHOW AS \$1617.08

HOWEVER, I DO NOT OWE \$1617.08; IN MY ORIGINAL COMPLAINT, PROOF IS GIVEN THAT I DO NOT OWE ANY MONEY TO PIKE COUNTY POWER AND LIGHT/ ORU NOR TO DIRECT ENERGY.....

IF DIRECT ENERGY HAS ALREADY SENT ME REFUND CHECKS FOR PART OF THE ERRONEOUS BILLS; THEY SHOULD SEND ME REFUND CHECKS FOR THE REMAINDER OF THE ERRONEOUS BILLING.

In other words; in the event that Direct Energy is the Party who is liable for the re-imbusement of the erroneous or non-existent amounts that were billed to me due to Fraud and Errors; etc.; then; Direct Energy should immediately send me an additional check for \$1617.08; and; Pike County Light and Power/ORU should immediately subtract the entire \$3578.40 from my Bill and bring my account as of August 30, 2012 to a \$0.00 (zero) balance....

d.) ADMITTED However by way of further answer; all of the above facts above by way of answer to paragraph c.) (above) also apply to paragraph d.) here.

e.) Admitted By way of further answer, This Honorable Court will decide the if my Legal Conclusions are accurate; as, I believe they are; and, justified; based on the facts which I have substantiated herein.

f.) DENIED By way of further answer, I have already proved all the Facts in my Ninety-Three Page (93 page) Original Complaint of December 25, 2012; which is full of Documentation and Supporting Validations.

5.) DENIED By way of further answer, I am owed money by Direct Energy; and, I am entitled to Damages if it is within the jurisdiction of this Honorable Court to award these. I never had a Contract with Direct Energy. I am also entitled to Money and Credits from Pike Light and Power/ORU; and, I am also entitled to Damages from this Honorable Court for the FRAUD inflicted upon me by Both of these Respondents as outlined in my 93 Page Original Report.

6-10) DENIED My Ninety-Three Page Original Complaint is FACTUAL; and, consistent with the Hardship and Fraud and Mental Anguish and Malicious Intent to Harm and Injure me which has been inflicted upon me by Pike Power and Light, Orange and Rockland and Direct Energy and Rockland Electric Company.

If it is Not within the Jurisdiction of this Honorable Court to Award me damages for my long suffering in this matter, I implore the Court to Direct Direct Energy and Pike County Light and Power/ ORU to Credit my Account to a Zero Balance as of June 30, 2012; Justifiably....

FURTHERMORE NOTHING THAT HAS BEEN DONE BY PIKE COUNTY POWER AND LIGHT OR ORANGE AND ROCKLAND OR ROCKLAND ELECTRIC OR CON EDISON IS IN COMPLIANCE WITH THE PROVISIONS OF THE FAIR CREDIT REPORTING AND BILLING ACTS; UNITED STATES PUBLIC LAW....

IT IS ALSO NOT IN COMPLIANCE WITH THE NEW CONSUMER FINANCIAL AND CREDIT PROTECTION AGENCY RULES AND REGULATIONS AND WHAT THE CONSORTIUM OF DIRECT ENERGY AND PIKE POWER AND LIGHT; SUBSIDIARY OF CON EDISON HAS DONE TO ME IS NOT IN KEEPING WITH THE REGULATIONS OF THE UNIFORM COMMERCIAL CODE; AND, IS DEFINITELY NOT ETHICAL OR MORAL.

If you have not reviewed my entire 93 page Original Complaint complete with Documentation and Supporting Evidence, I urge you to do so if you wish to see if Direct Energy and Pike Power and Light/ORU/Con Edison have any Standing or Merit in attempting to fight me in this Matter....

Respectfully submitted,



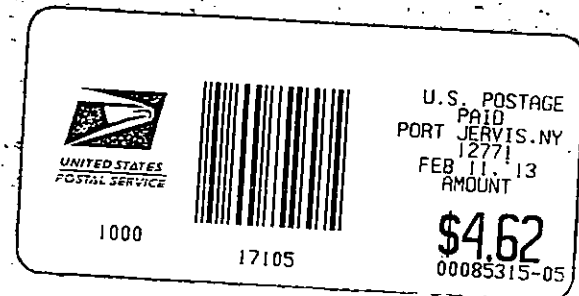
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02/10/2013

February 10, 2013

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