



Exelon Business Services Company  
Legal Department  
2301 Market Street/S23-1  
Philadelphia, PA 19103  
215 568 3389 Fax  
www.exeloncorp.com

Direct Dial: 215.841.6841

July 19, 2013

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: Sporty Smith and Betty Ricks v. PECO Energy Company**  
**PUC Docket No.: C-2012-2321440**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents in the matter referenced above.

—	Answer
—	Answer & New Matter
—	Motion Objecting to Continuance Request
—	Motion for Judgment on the Pleadings
<b>X</b>	<b>Motion</b>
—	Preliminary Objection
—	Exceptions
—	Reply Exceptions
—	Main Brief
—	Reply Petition

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

Shawane Lee  
Counsel for PECO Energy Company  
SL/lo

cc: Sporty Smith and Betty Ricks (via First Class Mail)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SPORTY SMITH	:	
BETTY RICKS	:	
v.	:	DOCKET NO. C-2012-2321440
	:	
PECO ENERGY COMPANY	:	

**MOTION OF PECO ENERGY COMPANY OBJECTING TO STANDING  
DOCUMENTATION SUBMITTED BY COMPLAINANT, SPORTY SMITH**

PECO Energy Company ("PECO Energy"), hereby objects to the documentation submitted by Sporty Smith to establish standing and states the following:

1. Complainants, Sporty Smith and Betty Ricks filed a formal complaint against PECO Energy alleging billing issues at the service address located at 1206 Mount Vernon Street, Philadelphia, PA 19123.
2. The billing period in dispute is 2011- present.
3. Betty Ricks is the customer of record at 1206 Mount Vernon Street.
4. Sporty Smith has no standing to bring the action as he is not a customer of record and does not reside at the premises at issue.
5. Mr. Smith submitted documentation to Administrative Law Judge Eranda Vero ("ALJ Vero") to establish that he resides at the property, including: (a) Advertising Flyer from Community Energy; (b) Advertising Flyer from Prudential Fox & Roach (c) An application for a Life Line Assistance Program dated December 13, 2010; (d) Advertising Flyer from AAA (e) Advertising Flyer from Geico; and (f) Wells Fargo Statements for the dates May 1, 2013 – June 30, 2013.
6. PECO Energy objects to the documents submitted by Mr. Smith to substantiate standing.

7. First, the advertising flyers or “junk mail” sent to Mr. Smith at that address are not sufficient to establish that he resided at the address during the billing period in dispute. None of these flyers are from a public agency, government agency or utility company to establish that this is Mr. Smith’s address.

8. Second, the Application for Life Line Assistance dated December 13, 2010, is not relevant to the billing period at issue. The scope of the dispute is bills incurred from 2011. Accordingly, this document does not establish that he lived at the service address during the time period at issue.

9. Third, the Wells Fargo Bank Statements dated May 1, 2013 through June 30, 2013, also do not demonstrate that Mr. Smith resided at the premises in 2011 and 2012. As far as these statements are concerned, Mr. Smith has resided at the premises since May 2013. This is not sufficient to establish standing for this matter.

10. PECO Energy contends that Mr. Smith has no standing as he resided at another service address during the 2011-2013 period at issue.

11. Indeed, Mr. Smith resided at 1990 Penfield Street, Philadelphia, PA 19139 from March 2010 until Friday, June 14, 2013. See Email Correspondence from Landlord, Tasha Blakeney, dated 6/17/13, attached hereto as Exhibit “1”.

12. Ms. Blakeney is the owner of the property located at 1990 Penfield Street. See Philadelphia Property Record Search, attached hereto as Exhibit “2”.

13. Ms. Blakeney stated that Mr. Smith drew up a Lease Agreement and forged a copy of the agreement to present during a landlord/tenant eviction case. See Lease Agreement, attached hereto as Exhibit “3”.

14. The landlord/tenant eviction action between Mr. Blakeney and Mr. Smith was filed in the Philadelphia Municipal Court. See Civil Complaint and docket, attached hereto as Exhibit “4”.

15. Mr. Smith defended this action and listed in a pleading, requesting a continuance, that his address is 1990 Penfield Street, Philadelphia, PA. See Continuance Request, attached hereto as Exhibit “5”.

16. While residing at 1990 Penfield Street, Mr. Smith established electric service in his name and had the service discontinued on June 13, 2013. See Account Activity Statement, attached hereto as Exhibit “6”.

17. Mr. Smith did not reside at 1206 Mt. Vernon Street during the 2011 billing period at issue; he is not the customer of record; and does not own the property. Accordingly, he has no standing to bring this action against the company.

18. To have standing a person or entity must have a direct, immediate and substantial interest in the subject matter of the proceeding. William Penn Parking Garage, Inc. v. City of Pittsburgh, 464 Pa. 168, 346 A.2d 269 (1975); Landlord Service Bureau, Inc. v. Equitable Gas Co., 79 Pa. P.U.C. 342 (1993); Re Equitable Gas Co., 76 Pa. P.U.C. 23 (1992); The ALJ found that, in order to bring a complaint before the Commission, the Complainants must first demonstrate that they have standing to bring the action. Nye v. Erie Insurance Exchange, 470 A.2d 98 (Pa. 1983). I.D. at 9-10.

19. The Public Utility Code (Code) at 66 Pa. C.S. § 1403 defines a customer as a natural person in whose name a residential service account is listed or any adult resident at the service address.

20. Mr. Smith is not a customer of record at 1206 Mt. Vernon; a resident at the service address or the owner of the property. Thus, he does not have standing to maintain an action against the company.

21. Although the issue of standing was not raised in a Preliminary Objection, this issue has not been waived. See Blue & White Lines, Inc. v. Katrina v. Waddington, Docket No. A-00108279C9301 (Order Entered Feb. 13. 1995) (Preliminary motions are authorized by 52 Pa. Code §5.101, but that regulation does not require that issues be raised by motion, nor does it state that the failure to file preliminary motions constitutes a waiver. The failure to file an answer constitutes an admission of the relevant facts stated in the complaint, 52 Pa. Code §5.61(c), but this section does not state that legal conclusions are admitted. This section should be interpreted consistently with similar requirements in the Rules of Civil Procedure, which require responses to factual allegations, but not conclusions of law. Bowman v. Mattei, 455 A.2d 714, 309 Pa. Super 486 (1983). The question of standing is a legal conclusion, not a fact to be admitted or denied.

22. PECO Energy respectfully requests that the documents submitted by Mr. Smith to demonstrate standing be excluded.

WHEREFORE, PECO Energy respectfully requests that this Honorable Commission deny Mr. Smith's argument for standing in this matter and exclude the documents he submitted to establish standing.

Respectfully Submitted,



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
Direct Dial: 215.841.6841  
Fax: 215.568.3389  
Shawane.Lee@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SPORTY SMITH	:	
BETTY RICKS	:	
v.	:	DOCKET NO. C-2012-2321440
	:	
PECO ENERGY COMPANY	:	

**VERIFICATION**

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.



---

Shawane L. Lee

Date: July 19, 2013

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SPORTY SMITH	:	
BETTY RICKS	:	
v.	:	DOCKET NO. C-2012-2321440
	:	
PECO ENERGY COMPANY	:	

**CERTIFICATE OF SERVICE**

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Motion in the above matter upon all interested parties by mailing and emailing a copy, properly addressed and postage prepaid to:

Sporty Smith  
Betty Ricks  
1206 Mount Vernon Street  
Philadelphia, PA 19123



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
Direct Dial: 215.841.6841  
Fax: 215.568.3389  
[Shawane.Lee@exeloncorp.com](mailto:Shawane.Lee@exeloncorp.com)

Dated at Philadelphia, Pennsylvania, July 19, 2013.

**EXHIBIT “1”**

**Lee, Shawane L.:(BSC)**

---

**From:** Ross, Michelle E:(BSC)  
**Sent:** Monday, June 17, 2013 10:26 AM  
**To:** Lee, Shawane L.:(BSC); Tarpley, Renee A:(PECO)  
**Cc:** O'Neill, Leslie:(BSC)  
**Subject:** FW: James Sporty Smith  
**Attachments:** blakney smith.doc

FYI

---

**From:** Tasha Blakeney [<mailto:t.blakeney@hotmail.com>]  
**Sent:** Monday, June 17, 2013 10:23 AM  
**To:** Ross, Michelle E:(BSC)  
**Subject:** James Sporty Smith

Good Morning,

I am sending this email as a follow up to our phone conversation. Attached please find the original agreement Mr. Smith drew up. We never had an actual signed lease agreement, only an oral agreement, although he presented several other forged copies as exhibits during our landlord/tenant case. Mr. Smith resided in the property from March 2010 until he returned the keys to my attorney on Friday, June 14, 2013. The PECO account was actually in my name until August or September 2012. Mr. Smith had been paying the bill until he received a court date in May 2012.

Please feel free to contact me with any further question. I will gladly assist you. Thank you.

Tasha Blakeney

---

**To:** [t.blakeney@hotmail.com](mailto:t.blakeney@hotmail.com)  
**Subject:** LOI  
**Date:** Tue, 9 Feb 2010 22:05:56 -0500  
**From:** [sportysmit@aol.com](mailto:sportysmit@aol.com)

LOI if you agree Ill draw up the lease

# **EXHIBIT “2”**



Office of Property Assessment

Topics | People We Serve | Government | Contact



Property Information

Abatements & Exemptions

Assessments

Phila > Office of Property Assessment > Property Information > Property Search > Property Search Results

# Property Search Results

Account Details: 1990 PENFIELD ST

Search Similar Properties:  Help

Note: Once a deed is recorded at the Department of Records, it may take up to 60 days for the ownership information to be updated.

Inquiries functionality is down for maintenance.

Account Information | Account Details | Valuation Details

### Property Location

Address: 1990 PENFIELD ST      Unit Number:      Zip Code: 19138-2727

### Owner Information

Owner(s): BLAKENEY TASHA L

OPA Account Number \* : 101377800

Mailing Address: BLAKENEY TASHA L  
1990 PENFIELD ST  
Philadelphia  
PA  
19138-2727

\* The OPA Account Number and the BRT Account Number are one and the same.

[New Search](#)

[Print Out](#)

[View Tax Balances](#)

You may access a property's real estate tax balance information on the [Department of Revenue Website](#) by clicking the button on the left.

Note: The Department of Revenue is responsible for collecting real estate taxes. Please visit the [Department of Revenue Website](#) for information regarding the billing, collecting and accounting of real estate taxes or call 215-686-6442.

#### Office of Property Assessment

- Property Information
- Abatements & Exemptions
- Assessments
- About Us

#### People We Serve

- Businesses
- Residents
- Visitors

#### Government

- Office of the Mayor
- City Council
- District Attorney
- Courts

#### Topics

- Arts & Culture
- Education
- Employment
- Environment
- Health
- Housing
- Neighborhoods
- Public Safety
- Recreation
- Transportation & Utilities
- Urban Development

#### Contact

- 311
- Phone Directory
- Language Assistance

**EXHIBIT “3”**

The purpose of this letter is to outline the manner in which J. W. Sporty Smith, Jr. and/or assignee, ("Buyer"), proposes to lease/purchase the Real Estate at **1990 Penfield, Philadelphia, PA**. Buyer and the Seller recognize that the transaction will require further documentation and approvals, including the preparation and approval of a formal agreement setting for the terms and conditions of the proposed lease/purchase in more detail (the "Purchase Agreement"); but Buyer and Seller execute this letter to evidence their intention to proceed in mutual good faith to carry out the transaction substantially in the manner outlined herein. The proposed terms and conditions include, but are not limited to, the following:

1. **Assets To Be Sold:** Seller will sell to Buyer the Real Estate, fixed assets,
2. **Assets to Be Retained.** None
3. **Liabilities.** Buyer will assume no current or future obligations of Seller's related to the Business, except those specifically assumed relating to the contracts and lease of equipment and the contracts of purchase.
4. **Purchase Price.** The Purchase Price for the Real Estate shall be \$120,000.00 (One Hundred Twenty Thousand) (the "Purchase Price"), for the building in. This price is being offered instead of a higher offer less full credit for repairs and modifications.
5. **Lease and Settlement and Payment of Purchase Price.**
  - a. Settlement will occur on or before February 01, 2013.
  - b. Buyer will pay \$.00 (Zero U.S. Dollars) (the "Deposit") upon Seller's acceptance of this Letter of Intent. The balance to be paid at the settlement.
  - c. Buyer will lease the above herein described property at 1990 Penfield st, Philadelphia, PA for a monthly sum of \$500.00  
Lease will commence upon execution of the Lease/Purchase Agreement.  
The lease terms will be set forth as follows:
    - i. Initial 2 year term with monthly rent of \$500.00.
    - ii. At the end of the initial 24 month period, Buyer/Leasee shall have the option to renew the lease at the monthly rent of \$500.00 for another 3 year period.
    - iii. Each year the house is not purchased the purchase price will increase 10%
  - d. Buyer will have the option to make settlement on the above herein described property at anytime within the three year lease period.
7. **Access.** Time is of the essence. Seller will provide keys to Buyer/Lessee upon execution of the Lease/Purchase Agreement. It is Buyer's intention to immediately start working to make repairs and modifications.
8. **Warranties.** The Purchase Agreement will contain the warranties by the Seller, including without limitation the following:

- a. Warranties relating to the organization and good standing of seller.
  - b. Warranties as to the accuracy of the financial statements of Seller provided to Buyer.
  - c. Warranties against any litigation or liabilities, including tax liabilities for prior years other than those items disclosed to buyer.
  - d. warranties that all contracts, leases, and other agreements of Seller, if any, have been disclosed.
  - e. Warranties that Seller has good title to the assets, unencumbered by any liens except those disclosed.
  - f. Warranties that the operation of all the assets will be in full compliance with all applicable federal, state, and local statutes, ordinances, and regulations.
9. **Negotiation With Others.** In consideration of the agreement herein, Seller will not offer the assets to, entertain offers for the assets, negotiate for the sale of the assets to, or make information about the assets available to, any third party once the lease/purchase agreement is executed by the parties involved hereto.
10. **Contingencies.** This letter of intent and final Purchase Agreement is contingent upon: The ability of the purchaser to purchase and the seller to sell. The house passes inspection and appraises at no less than \$100,000.00
11. Seller to refund Buyer's deposit upon any termination of this letter of intent or Purchase Agreement.

It is understood that this letter sets forth an agreement in principle only, is not binding on the party's hereto, and may not be relied upon as the basis for a contract by estoppels. It is understood that except for paragraphs 7 and 10 no party shall be bound until a Purchase Agreement has been duly executed and delivered. It is understood there is no paragraph 6.

Agreed to in principle:

Seller:

Buyer:

-----Date-----

Tasha Blakeney

-----Date-----

J. W. Sporty Smith, Jr.

# **EXHIBIT “4”**



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neifield, President Judge      Patricia R. McDermott, Deputy Court Administrator

**LANDLORD AND TENANT COMPLAINT**

Date Filed: 05/24/2012

# LT-12-05-24-5712

TASHA BLAKENEY  
4025 OLD YORK ROAD  
PHILADELPHIA, PA 19140

*Plaintiff(s)*

JAMES SMITH, JR  
1990 PENFIELD STREET  
PHILADELPHIA, PA 19138

*Defendant(s)*

- I. Plaintiff states that he/she/it owns the real property located at the following address: 1990 PENFIELD STREET, PHILADELPHIA, PA 19138. Plaintiff further states that there is a lease between him/her/it and the above-referenced defendant(s). The lease is oral and began on 03/01/2010 for the term of month to month. Additionally, plaintiff states that the lease is residential.
- II. Plaintiff states that he/she/it is in compliance with Section 102.1 of the Philadelphia Property Maintenance Code by having a valid housing inspection license at the time of filing. A copy of the license is attached.
- IV. Plaintiff states that the subject premises is fit for its intended purpose.  
  
Plaintiff states that he/she/it is unaware of any open notice issued by the Department of Licenses and Inspections ("Department") alleging that the property at issue is in violation of one or more provisions of the Philadelphia Code.
- V. Plaintiff states that notice to vacate the subject premises by 06/02/2012 was given to the defendant on 05/22/2012. A copy of the notice is attached.
- VI. The defendant is in possession of the property and refuses to surrender possession of the property.
- VII. Plaintiff demands a judgment of possession and a money judgment in the amount itemized below based on Non Payment of amounts due under the lease.

The amount of unpaid rent below and late fees alleged due.				Summarized alleged amounts due:	
Month	Year	Rent	Late Fee		
MAR	2010	\$500.00		Rent	\$6,000.00
AUG	2010	\$500.00		Late Fees	\$0.00
MAR	2011	\$500.00		Gas	\$0.00
APR	2011	\$500.00		Electric	\$0.00
JUN	2011	\$500.00		Water / Sewer	\$0.00
JUL	2011	\$500.00		Attorney's Fees	\$0.00
AUG	2011	\$500.00		Other	\$0.00
SEP	2011	\$500.00		<b>Subtotal</b>	<b>\$6,000.00</b>
JAN	2012	\$500.00		Court Costs	\$105.00
FEB	2012	\$500.00		<b>Total</b>	<b>\$6,105.00</b>
MAR	2012	\$500.00			
APR	2012	\$500.00			
MAY	2012	\$500.00			

ONGOING RENT IN THE AMOUNT OF \$500.00 FROM THE DATE OF THE FILING OF THIS COMPLAINT TO THE DATE OF THE HEARING ON THE MERITS IN THIS MATTER.

<b>Filing Party:</b> HOWARD G FORD, ESQ. 4256 CASTOR AVENUE, PHILADELPHIA, PA 19124		<b>Phone Number:</b> (215) 288-8049
I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this landlord tenant action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.  HOWARD G FORD, ESQ.  _____ Signature Plaintiff/Attorney	<b>SUMMONS TO THE DEFENDANT:</b> You are hereby ordered to appear at a hearing scheduled as follows:  <b>LOCATION (SITO):</b> 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 3	<b>CITATION:</b> Al demandado por la presente, usted esta dirigido a presentarse a la siguiente:  <b>DATE (FECHA):</b> June 27th, 2012  <b>TIME (HORA):</b> 08:45 AM
	<b>PECO ENERGY</b> <b>EXHIBIT 4</b>	<b>NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.</b>



**PHILADELPHIA MUNICIPAL COURT  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neifield, President Judge      Patricia R. McDermott, Deputy Court Administrator

**LANDLORD AND TENANT COMPLAINT**

# LT-12-05-24-5712

Complaint Continuation

Date Filed: 05/24/2012

Termination of the term.

## Case Docket View : LT-12-05-24-5712

Parties			
<b>Complaint claim</b>			
<b>TASHA BLAKENEY</b>	<i>Plaintiff</i>	<b>JAMES SMITH JR</b>	<i>Defendant #1</i>
	4025 OLD YORK ROAD PHILADELPHIA, PA 19140	Disposed	1990 PENFIELD STREET PHILADELPHIA, PA 19138
DAVID DENENBERG ESQ			

Additional Information	
<b>Property Address</b>	<b>Revenue Case ID</b>
1990 PENFIELD STREET, PHILADELPHIA, PA 19138	

Docket Entries				
#	Filing Date	Description	Results / Comments	Parties Involved
1	05/24/2012	Landlord Tenant Complaint	Hearing Scheduled: 06/27/2012 08:45 AM Hearing Room 3 Fee: \$105.00 Amount at Issue: \$6,000.00 Interviewer Code: 134	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1 PWS
2	05/24/2012	Plaintiff Instructions LT	Plaintiff Instructions	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
3	05/24/2012	ADA - ADA Notice	ADA	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
4	05/24/2012	LT Instructions all parties	Instructions	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
5	05/24/2012	Legal Information		<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
6	05/24/2012	Non-Military Affidavit	Non-Military Affidavit - JAMES SMITH, JR	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
7	05/24/2012	Exhibit	LICENSE/ORAL LEASE/NOTICE	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
8	05/24/2012	Disposition - Additional Information:	Comment: BPL VERIFIED VIA HANSEN Date/Time Filed: 05/24/2012 02:51 PM	<b>Marsha H. Neifield</b> Filer JAMES SMITH JR D1
9	06/11/2012	Exhibit - Continuance	Defendant continuance request initiated on 06/11/2012 for Initial Complaint -	<b>JAMES SMITH</b> Filer TASHA BLAKENEY P

	Request	Landlord Tenant Complaint hearing, was scheduled in room 3 at 08:45 AM on 06/27/2012	JAMES SMITH JR	D1
10	06/13/2012 Disposition - Continuance - Granted	Hearing Scheduled: 07/06/2012 12:45 PM Hearing Room 3	<b>Marsha H. Neifield</b> TASHA BLAKENEY JAMES SMITH JR	Filer P D1
11	06/13/2012 Notice - Notice of Continuance		<b>Marsha H. Neifield</b> TASHA BLAKENEY JAMES SMITH JR	Filer P D1
12	06/14/2012 Affidavit of Service	Service made for: JAMES SMITH, JR	<b>CMS User</b> JAMES SMITH JR	Filer D1
13	06/27/2012 Exhibit - Continuance Request	Plaintiff continuance request initiated on 06/27/2012 for Initial Complaint - Landlord Tenant Complaint hearing, was scheduled in room 3 at 12:45 PM on 07/06/2012	<b>HOWARD FORD</b> TASHA BLAKENEY JAMES SMITH JR	Filer P D1
14	06/28/2012 Disposition - Continuance - Granted	Hearing Scheduled: 07/26/2012 12:45 PM Hearing Room 3	<b>Marsha H. Neifield</b> TASHA BLAKENEY JAMES SMITH JR	Filer P D1
15	06/28/2012 Notice - Notice of Continuance		<b>Marsha H. Neifield</b> TASHA BLAKENEY JAMES SMITH JR	Filer P D1
16	07/26/2012 Disposition - Judgment for Plaintiff	Contested: TapeID: 3 Start Position: 2:19 End Position: 2:48 Judgment for Plaintiff. Judgment in the amount of \$500.00 Rent and/or Utilities, plus \$0.00 Attorney fees, plus \$0.00 Other fees, plus \$105.00 Costs for a Total Amount due of \$605.00, plus Interest from n/a. Judgment for possession from 07/26/2012. Possession granted on the basis of non-payment of rent. COURT FOUND THAT AN ORAL MONTH TO MONTH LEASE EXIST RESIDENTIAL LEASE, \$500.00 AS PER JUDGE MOSS. Parties Appearing: HOWARD FORD, JAMES SMITH JR.	<b>Bradley Moss</b> JAMES SMITH JR	Filer D1
17	07/26/2012 Notice - LT Judgment in Favor		<b>Bradley Moss</b> TASHA BLAKENEY	Filer P
18	07/26/2012 Notice - LT Judgment Against		<b>Bradley Moss</b> JAMES SMITH JR	Filer D1
19	08/03/2012 Appeal Action - Appeal	Court #: 120704807. Filed by Defendant. Supersedeas granted.	<b>CMS User</b> JAMES SMITH JR	Filer D1
20	08/24/2012 Writ Cover - Cover Writ Possession LT	WRIT COVER	<b>TASHA BLAKENEY</b>	Filer

	Officer		TASHA BLAKENEY P JAMES SMITH JR D1
21	08/24/2012 Praeipce Writ - Praeipce Writ Of Possession	Praeipce Writ	<b>TASHA BLAKENEY</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
22	08/24/2012 Writ - Possession	Filed	<b>TASHA BLAKENEY</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
23	09/05/2012 Exhibit	ORDER GRANTING SUPERSEDEAS	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
24	01/31/2013 Disposition - Additional Information:	Comment: SUPERSEDEAS TERMINATED Date/Time Filed: 01/31/2013 11:20 AM	<b>Marsha H. Neifield</b> Filer JAMES SMITH JR D1
25	02/01/2013 Entry of Appearance	Attorney DAVID DENENBERG filed an entry of appearance for TASHA BLAKENEY, replacing previous attorney HOWARD FORD.	<b>DAVID DENENBERG</b> Filer TASHA BLAKENEY P
26	02/01/2013 Petition to Extend the 180 Day Rule		<b>DAVID DENENBERG</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1NS
27	02/02/2013 Disposition - Petition/Affidavit Granted	Petition Granted.	<b>Bradley Moss</b> Filer JAMES SMITH JR D1
28	02/04/2013 Disposition - Additional Information:	Comment: SUPERSEDEAS RE-INSTATED Date/Time Filed: 02/04/2013 11:20 AM	<b>Bradley Moss</b> Filer JAMES SMITH JR D1
29	02/04/2013 Exhibit	ORDER REINSTATING SUPERSEDEAS	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1
30	05/03/2013 Disposition - Additional Information:	Comment: DEFENDANT TO HAVE UNTIL 6/15/203 TO VACATE Date/Time Filed: 05/03/2013 09:56 AM	<b>James M. DeLeon</b> Filer JAMES SMITH JR D1
31	05/06/2013 Exhibit	CCP AGREEMENT	<b>HOWARD FORD</b> Filer TASHA BLAKENEY P JAMES SMITH JR D1

# **EXHIBIT “5”**

June 6 2012

RE: Blakeney v. Smith

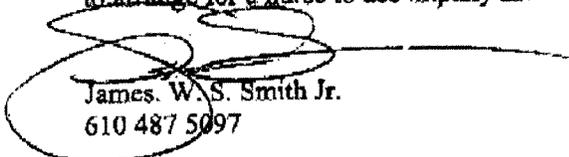
LT-12-05-24-5712

CONTINUANCE REQUEST

6-27-12  
8:45  
3

Patricia Mc Dermott

I am the listed Defendant in the above listed matter. I just received notice of this hearing. I am currently under Dr.'s care for Multiple Sclerosis I have MRI's scheduled in June and July. I am unable to change the appointment. I also have other appointments scheduled prior to that date. I should be avail any date after July 20. I also have to arrange for transportation to the court house. If I can have a hearing time after 10:00 am it would be greatly appreciated. I will also need time to arrange for a nurse to accompany me. Thank you in advance.

  
James W. S. Smith Jr.  
610 487 5097

CC: Tasha Blakeney

Howard G Ford esq

PHILADELPHIA MUNICIPAL COURT  
RECEIVED

JUN 11 2012

DEPUTY COURT ADMINISTRATOR

PECO ENERGY  
EXHIBIT 5

05/21/2012  
S3400

JAMES W. SMITH JR,  
1990 PENFIELD STREET  
PHILADELPHIA PA 19138

Dear Mr. James W.S Smith Jr.,

You are scheduled for an MRI scan at the Philadelphia VA medical Center:

Wednesday Jun 27, 2012 9:00 AM PHL X-RAY MRI2 (AM) Clinic

Wednesday Jun 27, 2012 1:00 PM PHL X-RAY MRI2 (PM) Clinic

Monday Jul 09, 2012 1:00 PM PHL X-RAY MRI (PM) Clinic

Monday Jul 09, 2012 1:45 PM PHL X-RAY MRI (PM) Clinic

**\*Please call us if you have a PACEMAKER or any other METAL in your body\***

Please take the elevator in Building 2 to the 3rd floor. Turn left and follow the signs to the MRI Department. We are located in the vicinity of the Radiology Department, room 3A151A.

You will receive an automated telephone call prior to your exam.

Your Doctor has noted that you must attend the exam (s). If you have any questions, you may call us at (215) 823-4635 (Monday-Friday 8:30a.m.- 11:00 p.m. and Saturday 8:00a.m. – 5:00p.m.)

Thank you for giving us the opportunity of serving you.

Sincerely,  
MRI Department in Radiology

# **EXHIBIT “6”**

\*\*\* Account Information \*\*\*  
 Account Number: 25771-67092  
 Account Status: Final  
 Requested By: JAMES W SMITH  
 (213) 394-7991 Extension:  
 Mail To: JAMES W SMITH  
 5119 F ST  
 PHILADELPHIA PA 19124  
 Current Bill: \$2.55  
 Billed Prior: \$197.72  
 Balance Due: \$200.27  
 Service Address: 1990 PENFIELD ST  
 PHILADELPHIA PA 19138  
 Meter Bill Grp: 07  
 Rate: Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
2/19/12	DEPOSIT				\$50.00					
1/10/13	ELECTRIC SERVICE	12/20/12 01/09/13	76448	105408084	\$36.29					
1/10/13	CONNECTION CHARGE - STANDARD				\$6.00					
1/10/13	Regular Bill						\$92.29		02/01	212
2/06/13	Late Payment Charge				\$0.54					
2/11/13	ELECTRIC SERVICE	01/09/13 02/10/13	76812	105408084	\$61.26					
2/11/13	CANCELED DEPOSIT				\$25.00					
2/11/13	Regular Bill						\$179.09		03/05	364
3/04/13	Payment					\$100.00				
3/12/13	ELECTRIC SERVICE	02/10/13 03/11/13	77147	105408084	\$56.96					
3/12/13	CANCELED DEPOSIT				\$25.00					
3/12/13	Late Payment Charge				\$0.81					
3/12/13	Regular Bill						\$161.86		04/03	335
4/09/13	Late Payment Charge				\$1.66					
4/10/13	ELECTRIC SERVICE	03/11/13 04/09/13	77450	105408084	\$54.92					
4/10/13	DEPOSIT						\$218.44		05/02	303
4/10/13	Regular Bill						\$163.52		05/02	
5/07/13	Late Payment Charge				\$2.48					
5/09/13	ELECTRIC SERVICE	04/09/13 05/08/13	77674	105408084	\$42.45					
5/09/13	DEPOSIT						\$263.37		05/31	224
5/09/13	Regular Bill						\$220.92		05/31	
6/05/13	Late Payment Charge				\$3.12					
6/10/13	ELECTRIC SERVICE	05/08/13 06/08/13	77787	105408084	\$32.06					
6/10/13	DEF-ADDITIONAL METER						\$298.55		07/02	170
6/10/13	DEPOSIT						\$200.27		07/05	11
6/10/13	Regular Bill						\$266.49		07/02	
6/13/13	ELECTRIC SERVICE	06/08/13 06/12/13	68	120072107	\$2.55					
6/13/13	Regular Bill						\$162.54		07/05	11
7/10/13	Late Payment Charge				\$2.88					
7/11/13	Late Payment Charge				\$0.48					

PECO ENERGY  
EXHIBIT 6