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July 25, 2014

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

RE: Jeffrey Jakubik v. PECO Energy Company
PUC Docket No.: F-2013-2381878

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Reply Exceptions* with regard to the matter referenced above.

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,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long, sweeping underline.

Shawane Lee
Counsel for PECO Energy Company

s/LO

REPLY EXCEPTIONS

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by Jeffrey Jakubik (“Complainant”) in the above-referenced matter on July 17, 2014. On September 3, 2013, Complainant filed a formal complaint against PECO. In his formal complaint, Complainant requested that PECO locate and post payments to his PECO account that Complainant claims cleared his bank account. Specifically, Complainant alleged that his father-in-law had paid PECO \$5,402.02 on Complainant’s account but the payment never posted. Respondent, PECO filed an Answer on September 17, 2013, stating that the company had initiated a lost payment investigation and Complainant did not submit proof of the \$5,402.02 payment. Further, Complainant did not make regular payments to his account and his balance is comprised of Customer Assistance Program (“CAP”) arrears. A telephonic hearing was held on April 3, 2014 before Administrative Law Judge Christopher Pell (“ALJ Pell”) on April 3, 2014. ALJ Pell issued an Initial Decision on June 24, 2014, wherein he held *inter alia*:

1. That the Complaint of Jeffrey Jakubik against PECO Energy Company at Docket No. F-2013-2381878 is denied; and
2. That the docket at Docket No. F-2013-2381878 be marked closed.

The Commission should sustain the Initial Decision of ALJ Pell. Complainant does not allege that ALJ Pell made an error of law or abused his discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Pell because he claims that his father-in-law faxed a copy of bank records to the Office of Administrative Law Judge on April 7, 2014 in order to provide proof of the \$5,402.02 payment. Complainant additionally alleges that the bank records were also faxed several times to PECO. Specifically in his exceptions, Complainant states:

My father in law faxed copies of the bank records requested on 3 separate occasions. Each time he received notification that the fax went through successfully but nothing was ever posted to the correct PECO account. The fax number that was used each time was 215-956-3240. Please check with that department to see if any or all of those faxes were received. It seems to me that there was a disconnect between the department receiving the faxes and the department investigating the lost payments. In addition, my father in law faxed a copy of these bank records to the Office of Administrative Law Judge on 4/7/2014. Please investigate these exceptions before making a final decision in this case. It seems like every effort has been made to get this matter resolved, but if need be he can make another attempt to fax these bank records.

Complainant's exceptions should be dismissed. The record reflects that since 2009, Complainant has been playing an amusing game with PECO using the company's lost payment dispute process to avoid collection on his account. During the hearing, there was testimony that when a lost payment dispute is initiated, collection is held on a customer's account for 30 days. Beginning April 23, 2009, when Complainant got behind on his balance, he began the lost payment dispute game. See PECO Exh. 3. The first lost payment Complainant reported was on April 23, 2009 for \$1,333.01. The second lost payment was initiated on September 8, 2009 for \$250.00. The third lost payment was initiated on May 28, 2010 for \$2,652.62. The fourth lost payment was initiated on May 20, 2011 for \$4,995.00. Another lost payment was initiated by the Complainant for \$4,995.00. The Complainant then started using medical certificates and utility reports to keep his service on, then the lost payment game started again. PECO Exh. 3. On August 10, 2012, the Complainant had a lost payment for \$3,077.52. He initiated another on September 10, 2012 for \$4,995.00. Another lost payment dispute was initiated for \$3,868.65 on November 19, 2012. Then finally, a lost payment dispute was initiated for the \$5,450.02 payment at issue in the current formal complaint. PECO Exh. 3. For each lost payment dispute, PECO held collection and termination on the Complainant's account for 30 days. Complainant never submitted proof of payment for any of the lost payments. At the time of the hearing, the

Complainant had racked up a \$6,879.87 balance most of which is comprised of CAP arrears. PECO Exh. 1.

The evidence in the record demonstrates that despite several requests from PECO and requests from ALJ Pell, Complainant never submitted proof of the \$5,450.02. Tr. 18-20; Tr. 32-33; Tr. 35; Tr. 38. The fact is the Complainant never will submit proof to support the lost payments because the Complainant's father-in-law never made the payment or any other payments on Complainant's account. At the hearing, despite *eight months* from the time the Complainant filed the formal complaint on September 3, 2013 to the date of the hearing on April 3, 2014 – the Complainant produced only one piece of evidence to support his claim – the front side of a Chase Manhattan bank check indicating a payment to PECO for \$5,550.00. Tr. 18-20. PECO Exh. 8. Notably, the check had no name listed on the front of the check to indicate the account holder. PECO Exh. 8. The check did not list an address of an account holder. PECO Exh. 8. More importantly, a cancelled check (the back of the check showing it was cashed) was never produced. Tr. 35. Additionally, despite repeated requests, Complainant never produced a bank statement to show this amount had cleared his father-in-law's bank account.

Complainant orchestrated this lost payment ploy in 2009 and continued it to 2013 to avoid paying his utility bill and termination of his electric service. Just like the cancelled check showing proof of payment, Complainant's father-in-law never faxed his bank records to the Office of Administrative Law Judge or to PECO. Complainant has never produced any fax records or any other documentation to prove his father-in-law faxed the bank records. ALJ Pell correctly stated in his Initial Decision:

Although the complainant insisted that his father-in-law made these particular payments towards his account on his behalf, he did not submit either a bank statement or a copy of the front and back of the applicable cancelled checks to demonstrate that PECO

accepted these payments. All that he has supplied is a copy of the front of two checks that do not even identify the bank account holder. Complainant was given an additional opportunity to supply either of these documents as late-filed exhibits but he did not submit either document. Clearly, the complainant has failed to demonstrate that PECO received and misapplied these payments, or that it provided him with inadequate or unreasonable service.

See Jeffrey Jakubik v. PECO Energy Company, Initial Decision (F-2013-2381878, Order entered June 24, 2014).

ALJ Pell correctly dismissed Complainant's case and his Initial Decision astutely recognized Complainant's game with PECO to avoid termination of his service. ALJ Pell stated:

The record in this case demonstrates that the complainant has filed 10 separate lost bill investigations with PECO in the past four years. The record further demonstrates that none of the complainant's lost payment claims has ever been validated. It appears that the complainant has discovered a way to delay PECO's efforts to terminate his service for non-payment. Regardless, the complainant did not meet his burden in this instance of demonstrating that PECO mishandled payments made towards his account, or that PECO improperly notified him of its intent to terminate his electric service.

Accordingly, ALJ Pell's decision, dismissing the Complainant's formal complaint should be upheld. For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JEFFREY JAKUBIK

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket No. F-2013-2381878

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a true copy of the foregoing Reply Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Jeffrey Jakubik
66 Grant Drive
Holland, PA 18966**

Dated at Philadelphia, Pennsylvania, July 25, 2014



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