

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Jahnene Hasty

v.

Philadelphia Gas Works

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Docket No. C – 2014 – 2419203

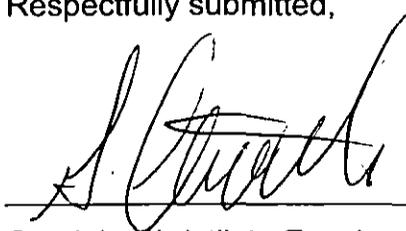
NOTICE TO PLEAD

To: Jahnene Hasty,

Pursuant to 52 Pa. Code §5.103, you are hereby notified to file a written Answer or other response to the enclosed Motion to Dismiss, within twenty (20) days from service hereof or you may be deemed to be in default and relevant facts stated in these pleadings may be deemed admitted and a judgment may be entered against you.

Respectfully submitted,

August 11, 2014



Graciela Christlieb, Esquire  
Attorney I.D. 200760  
Philadelphia Gas Works  
800 W. Montgomery Avenue  
Philadelphia, PA 19122  
(215) 684-6164

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Docket No. C - 2014 - 2419203

Philadelphia Gas Works

**BRIEF OF  
PHILADELPHIA GAS WORKS**

Pursuant to the Administrative Law Judge's request that a brief be included with the Motions in the above captioned matter, the Respondent, the Philadelphia Gas Works (PGW) hereby files its Brief. A hearing of this matter was held on July 28, 2014.

**I. Statement of Case**

This matter involves gas service to the Complainant's previous address, 1834 W Ruscomb Street, Philadelphia, Pennsylvania (Service Address). The Complainant is requesting a "reduced" payment arrangement for a PGW bill that was issued on September 23, 2005. The Complainant would also like her service restored.

The Complaint established service at the Service Address on March 7, 2002. On April 12, 2004, May 5, 2004, and October 27, 2004, the Complainant contacted PGW to enter into payment arrangements.

On September 21, 2005, PGW terminated the service at the Service Address for non-payment. The gas was shut off at the curb valve. On September 23, 2005, PGW issued a final bill in the amount of \$2,622.11. On January 3, 2006, the total finalized account balance of \$2,731.83, which included late payment charges, went into a "write-off" status.

On March 19, 2007, the Complainant contacted PGW and a PGW representative confirmed the account balance. Also, on January 3, 2009, The Complainant contacted PGW for the "write-off" balance.

On June 5, 2009, the Complainant visited a PGW Service Center for a payment arrangement on the "write-off" balance. The PGW representative explained that PGW does not make payment arrangements on "write-off" balances.

On June 5, 2009, the complainant contacted PGW because a PGW representative at the Service Center provided the PGW Customer Service telephone number to her. The Complainant wanted to know what collection agency PGW uses and wanted to make a settlement offer. The PGW representative explained that we could not offer anything due to the account being closed but explained to the Complainant that she can still make payments on the closed account.

On June 25, 2010, the Complainant filed a Formal Complaint at Docket No. C-2010-2183089. On January 4, 2011, the Formal Complaint was settled. PGW agreed to waive \$219.94 in late payment charges and the Complainant agreed to pay \$105 per month for 24 months. A Certificate of Satisfaction was filed with the commission regarding the settlement on January 4, 2011. A copy of the Certificate of Satisfaction along with a Settlement letter were sent to the Complainant.

On January 4, 2011, PGW issued the agreed upon Revenue Credit Adjustment to the Complainant's account to reflect the waiver of Late Payment Charges. The Complainant did not file an objection to the Certificate of Satisfaction; however, she failed to comply with the settlement agreement.

On April 24, 2014 the Complainant filed the Complaint against PGW in the instant matter under Docket No. C-2014-2419203.

II. **Summary of the Argument:**

The Commission lacks jurisdiction to address the issues raised in the Complaint as the Complainant failed to bring her cause of action within the three years required under 66 Pa. C.S. § 3314. Also, the complaint in the instant matter is an attempt by the Complainant to address issues that were previously settled by way of a Certificate of Satisfaction.

III. **Argument**

**A. The Commission lacks jurisdiction to address the issues raised in the Complaint as the Complainant failed to bring her cause of action within the three years required under 66 Pa. C.S. § 3314.**

1. The statute of limitations divests to the Commission of jurisdiction in this matter.

66 Pa. C.S. § 3314 provides that no action for recovery of penalties or forfeitures, or any prosecution may be maintained unless brought within three years from the date the liability arose. Such a statute of limitations is non-waivable as it terminates the right to bring an action as well as any remedy. The statute of limitations at 66 Pa. C.S. § 3314 divests the Commission of jurisdiction to hear an action brought more than three years from the date the liability arose.

In the instant matter, the liability arose on September 23, 2005 when PGW issued a final bill for the Complainant's gas service, which had already been shut off as of September 21, 2005 for non-payment. Despite contacting PGW multiple times in 2007 and 2009 in regards to her account balance, the Complainant did not file a Complaint with the PUC until June 25, 2010; nearly two years after the statute of limitations had tolled. On January 4, 2011, the Complaint was settled by way of a Certificate of Satisfaction. The Complainant failed to abide by the terms of the settlement and has filed the Complaint in the instant matter, which, again, is beyond the statute of limitations. As the statute of limitations is non-waivable, PGW's failure to file a Motion to Dismiss in 2010 cannot constitute a waiver.

**B. The complaint in the instant matter is an attempt by the Complainant to address issues that were previously settled by way of a Certificate of Satisfaction.**

1. The Complainant's Formal Complaint at Docket No. C-2014-2419203 should be dismissed with prejudice as it is the same as the Formal Complaint filed at Docket No. C-2010-2183089, which was resolved through an un-objected to Certificate of Satisfaction.

Pursuant to 52 Pa.Code § 5.24(b), a utility may file a Certificate of Satisfaction in a case, indicating that a complaint has been satisfactorily resolved. A complainant then has ten (10) days in which to object to the Certificate, and if no objection is filed, the matter is closed. Thereafter, 66 Pa.C.S. 316 operates to preclude litigants from pursuing the same claims that have been conclusively resolved before the Commission, through an un-objected to Certificate of Satisfaction. James E. Creehan v. Duquesne Light Company, Docket No. C-2012-2297124, Opinion and Order entered May 23, 2013; Lorrie Reynolds v. PPL Electric Utilities Corporation, Docket No. C-2011-2255268, Opinion and Order entered January 5, 2012. Moreover, a complainant cannot accept a prior settlement credit in a case, fail to object to the Certificate of Satisfaction, and then file a second complaint to pursue the same claims. Creehan.

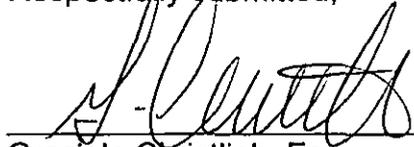
In the instant matter, the Complainant filed a formal complaint with the Commission in 2010. She agreed to a settlement and was issued a Revenue Credit Adjustment by PGW as part of that settlement. The complainant failed to abide by the terms of the settlement and instead of honoring her previous agreement, has filed another formal complaint with the Commission, which addresses the exact same issues.

#### IV. CONCLUSION

The Complainant's Formal Complaint at Docket No. C-2014-2419203 should be dismissed with prejudice as it is beyond the three year limit dictated by the Statute of Limitations set forth in 66 Pa. C.S. § 3314 and because it is in violation of 66 Pa.C.S. 316, which operates to preclude litigants from pursuing the same claims that have been conclusively resolved before the Commission through an un-objected to Certificates of Satisfaction.

August 11, 2014

Respectfully submitted,



Graciela Christlieb, Esq.  
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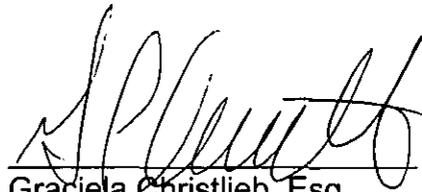
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE §1.54 (RELATING TO SERVICE BY A PARTICIPANT).

**Service List**

Jahnene Hasty  
5149 N Fairhill Street  
Philadelphia, PA 19120

August 11, 2014



Graciela Christlieb, Esq.  
Philadelphia Gas Works  
800 W. Montgomery Avenue  
Philadelphia, PA 19122

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00054

00200

**FedEx** *NEW Package Express* **US Airbill**

FedEx Tracking Number

8989 2249 0606

Form ID No.

0215

Recipient's Copy

**1 From This portion can be removed for Recipient's records.**

Date 8/11/14 FedEx Tracking Number 898922490606

Sender's Name Camille Chubb Phone 215 684 6164

Company PHILADELPHIA GAS WORKS

Address 800 W MONTGOMERY AVE

City PHILADELPHIA State PA ZIP 19122-2898

**2 Your Internal Billing Reference**

**3 To**  
Recipient's Name Rosemary Chubb Phone \_\_\_\_\_

Company PUC

Address P. O. Box 32 AUG 11 2014

Address \_\_\_\_\_  
Use this line for the HOLD location address or for continuation of your shipping label.

City H. ... State PA ZIP 17105-3215

0446046923



8989 2249 0606

**4 Express Package Service**

NOTE: Service order has changed. Please select carefully.

**Next Business Day**

**FedEx First Overnight**  
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

**FedEx Priority Overnight**  
Next business morning \* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

**FedEx Standard Overnight**  
Next business afternoon \* Saturday Delivery NOT available.

**2 or 3 Business Days**

**NEW FedEx 2Day A.M.**  
Second business morning \* Saturday Delivery NOT available.

**FedEx 2Day**  
Second business afternoon \* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

**FedEx Express Saver**  
Third business day \* Saturday Delivery NOT available.

**5 Packaging** \* Declared value limit \$500.

**FedEx Envelope\***  **FedEx Pak\***  **FedEx Box**  **FedEx Tube**  **Other**

**6 Special Handling and Delivery Signature Options**

**SATURDAY Delivery**  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

**No Signature Required**  
Package may be left without obtaining a signature for delivery.

**Direct Signature**  
Someone at recipient's address may sign for delivery. Fee applies.

**Indirect Signature**  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

**Does this shipment contain dangerous goods?**

**No**  **Yes** As per attached Shipper's Declaration  **Yes** Shipper's Declaration not required.  **Dry Ice** Dry Ice, 9, UN 1845 \_\_\_\_\_ kg.  **Cargo Aircraft Only**

**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.  Obtain Incl. Acct. No.   
 **Sender** Acct. No. in Section 1 will be billed.  **Recipient**  **Third Party**  **Credit Card**  **Cash/Check**

Total Packages \_\_\_\_\_ Total Weight \_\_\_\_\_ the \_\_\_\_\_ Credit Card Auth. \_\_\_\_\_

\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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