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An Exelon Company

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July 14, 2015

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

RE: Stephanie Hallman v. PECO Energy Company
PUC Docket No.: F-2013-2393373

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's 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 horizontal flourish extending to the right.

Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service
Stephanie Hallman

SL/ab

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

STEPHANIE HALLMAN

Complainant

v.

PECO ENERGY COMPANY

Respondent

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Docket No. F-2013-2393373

**SUPPLEMENTAL EXCEPTIONS OF
OF PECO ENERGY COMPANY**

Pursuant to 52 Pa Code § 5.533, PECO Energy Company (“PECO”) hereby files its Supplemental Exceptions to the Initial Decision of Administrative Law Judge Katrina L. Dunderdale (“ALJ Dunderdale”) issued on June 23, 2014 and June 9, 2015, in the above-referenced matter.

The formal complaint in this matter involved allegations that PECO Energy held the Complainant, Stephanie Hallman (“Complainant” or “Ms. Hallman”) responsible for a balance incurred at 133 Carre Avenue, Essington, PA for electric service during the period August 29, 2009 to April 16, 2013. Ms. Hallman claimed that she never opened an account in her name at that address but her ex-boyfriend used her name to establish service at that address. Ms. Hallman claimed that her boyfriend was able to establish service at the address by signing her name to a Lease Agreement with the property owners who are her ex-boyfriend’s parents. On the central issue raised in the Complaint – whether Ms. Hallman established service at 133 Carre Avenue and whether she is responsible for the balance incurred at that address - ALJ Dunderdale incorrectly found in favor of the Complainant. Based upon a reliance of evidence not in the record and refusing to acknowledge a Stipulation of Agreement between the parties, ALJ

Dunderdale improperly recommends a violation against PECO for failing to provide inadequate service and allegedly reporting the Complainant's unpaid balance to the credit bureaus. With respect to the finding of a violation and recommendation of a civil penalty against PECO, ALJ Dunderdale's key factual conclusions are not supported by the evidence and are directly contradicted by a Joint Stipulation entered into by the parties.

In her Initial Decision, ALJ Dunderdale concludes that:

1. That the complaint of Stephanie Hallman versus PECO Energy Company at Docket No. F-2013-2393373 is hereby sustained in that PECO Energy Company did fail to provide reasonable and adequate customer service.
2. That PECO Energy Company is hereby assessed the penalty of One Thousand Dollars (\$1,000.00) because Respondent failed to provide reasonable and adequate customer service in how it verified the occupants of the service address.
3. That PECO Energy Company within thirty (30) days of the Commission's Order in this case shall pay a civil penalty in the amount of One Thousand Dollars (\$1,000.00) by sending a certified check or money order payable to the Commonwealth of Pennsylvania addressed to:

Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
4. That PECO Energy Company is hereby directed to cease and desist from further violations of the Public Utility Code, 66 Pa.C.S.A. §§ 101, *et seq.*, and the regulations of this Commission, 52 Pa.Code §§ 1.1, *et seq.*
5. That PECO Energy Company within thirty (30) days of the Commission's Order in this case shall cause to be removed all negative credit reports filed by PECO Energy Company concerning the service address with the three credit reporting agencies, and serve notice upon Complainant when the negative credit reports are removed.
6. That Complainant, within thirty (30) days of when PECO Energy Company removes the negative credit reports, shall request a copy of her credit history from at least one of the credit reporting agencies to verify the negative credit reports were removed.

ALJ Dunderdale's basis for the decision is as follows:

The formal complaint clearly shows Complainant contested PECO's insistence it had evidence showing she lived at the service address. Consequently, PECO was on notice evidence would be needed to contradict Complainant's allegations. None of the evidence provided by PECO showed Complainant's signature or anything which would tie Complainant to the service address. No evidence PECO provided at the hearing showed Complainant benefitted personally from the provision of electric and natural gas service by PECO as either the ratepayer of record or as an adult occupant. The extent of PECO's contradictory evidence is mere hearsay, consisting primarily of statements made to PECO's call center or to BCS from the landlords and statements made by a female individual calling into PECO's call center, alleging the caller was Complainant.

The evidence proves PECO was in error to hold Complainant responsible for utility services provided at the service address. In addition, PECO was in error to file negative reports with the credit reporting agencies, averring Complainant owes over \$1800 in unpaid and uncollected debt. Complainant met her burden of proof in this proceeding pursuant to 66 Pa.C.S.A. § 332(a).

ALJ Dunderdale incorrectly concluded that PECO provided inadequate service by holding Ms. Hallman responsible for the balance at 133 Carre Avenue, despite the fact that PECO's business records clearly show that Ms. Hallman called to establish service; Ms. Hallman was listed on financial statements as a household member with her income reported; and the landlord/property owners confirmed with a PECO representative that Ms. Hallman lived at the service address. In error, ALJ Dunderdale refused to consider PECO's business records and considered them inadmissible hearsay despite PECO's objections on the record and in contravention of the Pennsylvania Rule of Evidence - business record exception to hearsay.

Further, and more troubling, is that ALJ Dunderdale incorrectly assumed that PECO reports unpaid balances to the credit bureaus – indeed the company does not report to credit agencies, and the Complainant presented no evidence showing that PECO did so. Based on an assumption and no evidence, ALJ Dunderdale fined the company for “filing of negative credit

reports with the three credit reporting agencies.” Indeed, PECO does not report to credit agencies, so how can the company be fined for doing so?

Because ALJ Dunderdale’s Initial Decision is not supported by the testimony and documentation in the record; and is based on erroneous evidentiary rulings against PECO, the Initial Decision should not be adopted by the Pennsylvania Public Utility Commission (“Commission”). For the reasons set forth more fully below, the Initial Decision should be rejected and the Commission should dismiss the Complainant’s formal complaint in its entirety with no finding of a violation against PECO.

BACKGROUND AND PROCEDURAL HISTORY

On November 8, 2013, Ms. Hallman filed her formal complaint against PECO. The Complaint was an appeal of a Bureau of Consumer Services (“BCS”) informal complaint decision that had been filed on July 11, 2013 and decided by the BCS on October 4, 2013, wherein the BCS determined Ms. Hallman was responsible for the final bill at 133 Carre Avenue in the amount of \$1,321.97. (PECO, Exhibit 8). In her formal complaint, the Complainant alleged that she was not responsible for the bill at 133 Carre Avenue and that she had lived at 327 Seneca Street since June 21, 2006. She claimed that ex-boyfriend, Mike Treichel was responsible for the bill and that his biological mother and stepfather, the owners of 133 Carre Avenue, had lied and said that she and her children lived at the address. See Complainant’s Formal Complaint.

On December 10, 2013, PECO filed its Answer to Complainant’s formal complaint. (PECO, Answer). In the company’s Answer, it was explained that PECO’s business records show that the Complainant contacted the company on June 19, 2010, to initiate service at her

current address 327 Seneca Street and at that time she specifically stated that did not want to discontinue service at 133 Carre Avenue.

A telephonic evidentiary hearing was held in this matter on March 19, 2014. ALJ Dunderdale presided over the hearing. At the hearing, the Complainant's evidence consisted solely of her own testimony and she submitted no exhibits. In ALJ Dunderdale's Initial Decision, she claims that the Complainant submitted a copy of seven proposed exhibits after the hearing on March 24, 2014 and that PECO did not submit any objection or request a second day of hearing. However, neither the Complainant nor ALJ Dunderdale forwarded these alleged exhibits to PECO. PECO never received these proposed exhibits to have the opportunity to object.

During the hearing, PECO provided the testimony of two witnesses, including Senior Regulatory Assessor, Renee Tarpley and PECO Analyst, Dana Hilton. PECO prepared eight proposed exhibits to offer into evidence. However, ALJ Dunderdale refused to accept PECO Exhibit "4" which was a public record generated by Westlaw research engine, placing Stephanie Hallman at 133 Carre Avenue as her primary address. ALJ Dunderdale also refused to accept PECO Exhibit "5" which was a public record from Delaware County showing the property owners of 133 Carre Avenue. Finally, ALJ Dunderdale refused to accept PECO Exhibit "8" which was the BCS Decision Report, deciding against Ms. Hallman and holding her responsible for the balance incurred at the premises. The hearing generated a transcript consisting of eighty-seven (87) pages.

The Initial Decision in this matter was issued on June 23, 2014. In her Initial Decision, ALJ Dunderdale concluded that the Complainant had met her burden of proof that she had not benefitted from the service at 133 Carre Avenue and that PECO provided inadequate service for

holding Ms. Hallman responsible for the final bill at that address. ALJ Dunderdale also recommended a civil penalty of \$1000 against PECO.

PECO filed Exceptions to ALJ Dunderdale's Initial Decision on August 4, 2014. On April 9, 2015, the Commission remanded this matter to ALJ Dunderdale to serve PECO with the Complainant's late-filed exhibits and to issue an additional Initial Decision. PECO received the late-filed exhibits on April 16, 2015, which contained Lease Agreements, showing that the Complainant resided at 327 Seneca Street during the billing period in dispute.

On April 21, 2015, PECO and Ms. Hallman signed and filed a Joint Stipulation of Agreement with the Commission stating the following:

1. Having received and verified the Lease Agreements at Complainant's late-filed Exhibit "1", PECO stipulates and agrees that Complainant is not responsible for the balance incurred for service at 133 Carre Avenue, Essington, PA.
2. Complainant stipulates and agrees that PECO did not report any outstanding balance incurred at 133 Carre Avenue, Essington, PA or negative payment information to the credit reporting agencies and there is no negative credit report information, arising from or related to a PECO balance with the credit reporting agencies.
3. Complainant stipulates and agrees that PECO provided reasonable customer service arising from her address dispute related to 133 Carre Avenue, Essington, PA.
4. PECO and the Complainant, jointly request that this matter be scheduled for a hearing to place the Joint Stipulation on the record.

See Joint Stipulation of Agreement, attached hereto as Exhibit "1".

On April 21, 2015, ALJ Dunderdale issued an Order closing the record and stated there would be no further hearings scheduled or held. On June 9, 2015, ALJ Dunderdale issued a Supplemental Initial Decision, which maintained her earlier decision against PECO finding

unreasonable customer service and fined the company \$1,000 for allegedly reporting negative credit information against the Complainant to the credit bureaus.

EXCEPTION NO. 1

ALJ Dunderdale refused to recognize PECO and Ms. Hallman's Joint Stipulation of Agreement and hold a hearing to place it on the record.

PECO and Ms. Hallman signed and filed a Joint Stipulation of Agreement on April 20, 2015. In the Agreement, Ms. Hallman specifically agreed that PECO did not report anything negative to the credit agencies and there were no negative credit reports arising from or related to a PECO balance. The parties requested that this Stipulation be placed on the record. However, ALJ Dunderdale closed the record the following day and refused to grant a further hearing to place the Agreement and the facts regarding the credit report on the record. In ALJ Dunderdale's Initial Decision, her rationale for ignoring the Stipulation is:

Statement No. 1 is the ultimate factual issue which the Commission and the presiding officer were tasked to determine, however, it is noted for the record that Statement No. 1 appears to be an admission by PECO that Complainant was not responsible. Statement No. 2 directly contradicts the Initial Decision and Findings of Fact Nos. 7, 8 and 13, which accepted as credible Complainant's testimony that her credit reports show an outstanding balance with PECO for electric service at the service address. Statement No. 3 attempts to supersede the presiding officer's and the Commission's unique responsibility to determine the final and ultimate issue in this proceeding – whether PECO provided reasonable customer service. The presiding officer's Initial Decision already determined customer service was lacking by PECO and assessed a civil penalty against PECO, and the Commissioners have not relinquished jurisdiction over that issue in this limited remand. Lastly, Statement No. 4 is a request to schedule a hearing in order to submit into the hearing record the joint stipulation, however, the Commission's remand was limited to considering only the late-filed exhibits. The Commission deferred ruling on PECO's other Exceptions and the presiding officer does not have the authority to consider issues or facts outside the scope of the limited remand.

ALJ Dunderdale ultimately states that the Stipulation of Agreement was not considered when issuing her Initial Decision. This is grounds for reversal. During the pendency of this matter, while the record was still open, the parties entered into a Stipulation of Agreement for relevant and important facts that are germane to the case. Pursuant to § 5.234. Presentation and effect of stipulations:

(a) Parties may stipulate to relevant matters of fact or the authenticity of relevant documents. The stipulations may be received in evidence at a hearing, and when so received shall be binding on the parties to the stipulation with respect to the matters therein stipulated.

(b) The parties may make stipulations independently of orders or rulings issued under § § 5.221—5.224 (relating to prehearing and other conferences).

(c) The Commission may disregard in whole or in part a stipulation of facts under this section but may grant further hearing if requested by a party to the stipulation within 15 days after issuance of a Commission order disregarding the stipulation of fact.

In this case, ALJ Dunderdale chose to disregard the entire Stipulation and refused to grant the parties' request for a hearing to place the Stipulation on the record. By doing so, ALJ Dunderdale was able to maintain an Initial Decision imposing a fine against the company for an alleged action (reporting to the credit bureaus) that is a "fiction". The purpose of the Public Utility Commission proceedings is to evaluate a utility's actions and to ensure there is justice for the Complainant bringing the action and the utility. The purpose of the PUC hearings is to guide the utility if the utility has done something wrong so that additional ratepayers cannot be affected by that action. By ignoring a Stipulation that directly states the company did not take a particular action, ALJ Dunderdale is upholding a fiction. Imposing a \$1,000 fine against the company for the fiction is a miscarriage of justice against PECO and its ratepayers. Accordingly, ALJ Dunderdale's Initial Decision and fine against the company should be reversed.

EXCEPTION NO. 2

ALJ Dunderdale's \$1,000 Penalty Against PECO is not supported by the evidence and is contradicted by the Complainant herself in the Stipulation of Agreement.

In her Initial Decision, ALJ Dunderdale “accepted as credible Complainant’s testimony that her credit reports show an outstanding balance with PECO for electric service at the service address.” The Complainant presented no evidence of the credit report action and no documentation to support her testimony. ALJ Dunderdale fined the company \$1,000 based solely on the testimony of Ms. Hallman with no documentation to support that the credit reporting action actually took place. During the hearing, Ms. Hallman testified:

Judge: Do you happen to have one your credit reports, to tell me the exact number?

Hallman: I have it somewhere ma’am I’m looking. I’ve got all these papers all across the floor here.

Judge: That’s fine.

Hallman: This one was for July of 2013, \$1,821.

Judge: Any cents.

Hallman: No.

However, Ms. Hallman never presented any exhibits or documentation to support her testimony. Indeed, the Complainant could not present any documentation of the credit action because PECO does not report to the credit bureaus. It was error for ALJ Dunderdale to rely solely on the Complainant’s testimony, with no supporting documentation, that PECO reported to the credit agencies and fine the company for allegedly doing so.

The fact the credit reporting action never occurred is supported by the parties Joint Stipulation of Agreement, which ALJ Dunderdale would not consider. In the Stipulation, Ms. Hallman agreed:

Complainant stipulates and agrees that PECO did not report any outstanding balance incurred at 133 Carre Avenue, Essington, PA or negative payment information to the credit reporting agencies and there is no negative credit report information, arising from or related to a PECO balance with the credit reporting agencies.

Ms. Hallman admits there are no negative credit reports with a PECO balance.

Accordingly, ALJ Dunderdale's Initial Decision imposing a \$1,000 penalty against PECO for purportedly reporting negative credit information must be reversed.

CONCLUSION

When properly viewed, the evidence in this case cannot support a finding that the Complainant met her burden of proving unreasonable customer service and a violation by PECO. In fact, the Complainant stipulates that no such unreasonable customer service occurred and that the credit reporting actions did not take place. PECO respectfully submits that the Commission should dismiss the Complaint in its entirety with no finding of a violation against PECO.

Respectfully submitted,



Shawane L. Lee
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(215) 841-6841
Fax: 215.568.3389
Shawane.lee@exeloncorp.com
Counsel for PECO Energy Company

Dated: July 14, 2015

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

STEPHANIE HALLMAN

Complainant

v.

PECO ENERGY COMPANY

Respondent

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Docket No. F-2013-2393373

CERTIFICATE OF SERVICE

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

Stephanie Hallman
327 Seneca Street
Essington, PA 19029

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

Dated at Philadelphia, Pennsylvania, July 14, 2015.



Shawane L. Lee
Counsel for PECO Energy Company
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P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT 1



PENNSYLVANIA PUBLIC UTILITY COMMISSION

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eFiling Confirmation	
Docket Number:	F-2013-2393373
Description:	Stephanie Hallman - PECO Energy Company Joint Stipulation of Agreement
Transmission Date:	4/21/2015 11:50:34 AM
Filed On:	4/21/2015 11:50:34 AM
eFiling Confirmation Number:	1588796

Uploaded File List

File Name	Document Class	Document Type
Stephanie Hallman - Joint Stipulation of Agreement.pdf	Settlement	Settlement Agreement



An Exelon Company

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

April 21, 2015

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

Re: Stephanie Hallman v. PECO Energy Company
Docket Number: F-2013-2393373

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code § 5.234(a) and (b), please find attached a Stipulation of Agreement between the Complainant, Stephanie Hallman and Respondent, PECO Energy that has been electronically filed. Complainant and Respondent respectfully request a hearing to place the terms of the Joint Stipulation on the record.

If additional information is needed about this matter, please contact me at my direct-dial number above. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawane L. Lee".

Shawane L. Lee
Counsel for PECO Energy Company

cc: Stephanie Hallman
Administrative Law Judge Katrina L. Dunderdale

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

STEPHANIE HALLMAN

Complainant

v.

Docket No. F-2013-2393373

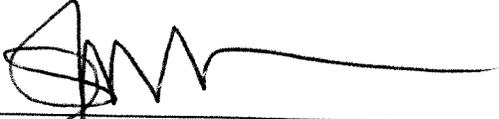
PECO ENERGY COMPANY

Respondent

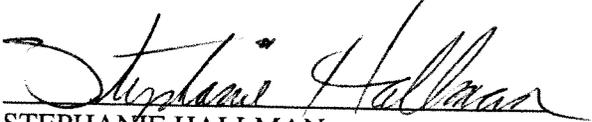
JOINT STIPULATION OF AGREEMENT

Pursuant to 52 Pa Code § 5.234, Respondent, PECO Energy Company (“PECO”) and Complainant, Stephanie Hallman (“Complainant”) hereby file this Joint Stipulation of Agreement in the above-referenced matter and state the following:

1. Having received and verified the Lease Agreements at Complainant’s late-filed Exhibit “1”, PECO stipulates and agrees that Complainant is not responsible for the balance incurred for service at 133 Carre Avenue, Essington, PA.
2. Complainant stipulates and agrees that PECO did not report any outstanding balance incurred at 133 Carre Avenue, Essington, PA or negative payment information to the credit reporting agencies and there is no negative credit report information, arising from or related to a PECO balance with the credit reporting agencies.
3. Complainant stipulates and agrees that PECO provided reasonable customer service arising from her address dispute related to 133 Carre Avenue, Essington, PA.
4. PECO and the Complainant, jointly request that this matter be scheduled for a hearing to place the Joint Stipulation on the record.



SHAWANE L. LEE, ESQUIRE
ATTORNEY FOR RESPONDENT
PECO ENERGY COMPANY



STEPHANIE HALLMAN
COMPLAINANT, *PRO SE*

CERTIFICATE OF SERVICE

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

Stephanie Hallman
327 Seneca Street
Essington, PA 19029

Administrative Law Judge Katrina L. Dunderdale
Piatt Place, Suite 220
301 5th Avenue
Pittsburgh, PA 15222

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

Dated at Philadelphia, Pennsylvania, April 20, 2015.



Shawane L. Lee
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