

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

---

Thomas Reynolds :  
v. : Docket No. C -2016 - 2523759  
Philadelphia Gas Works :

---

**RESPONSE TO PRELIMINARY OBJECTION AND MOTION TO STRIKE**

Comes now Thomas Reynolds (hereinafter referred to as "Plaintiff"), and brings this Response to Philadelphia Gas Works' ("PGW" or "Defendant") Preliminary Objection and Motion to Strike and hereby asserts the following:

**FACTS**

1. Plaintiff did not receive the Defendant's Objection until after Feb 9, 2016.
2. PGW has continued to bill the Plaintiff and increase the alleged outstanding balance associated with Plaintiff's account on a monthly basis from 2006 until at least May 2015.
3. The actions of PGW, are within the three year statute of limitations addressed in 6 PaCS Sec. 3314.
4. Furthermore, the Defendant's actions of willfully misrepresenting the total amount due by Plaintiff to Defendants on a monthly basis entitle the Plaintiff to an equitable tolling under the continuing violation doctrine which serves as an exception to the statute of limitations.. Among other things, the Plaintiff asserts that their monthly invoicing which includes penalties and late fees compounded on the disputed total amount due, for underlying amounts which are either (1) inaccurate, (2) charges Plaintiff contends he has received no benefit from, (3) did not consent to.
5. Upon information and belief, Plaintiff also asserts that the Defendants' fraudulent or negligent failed to provide Plaintiff with proper notice of the alleged bills for at least three years after the bills allegedly occurred; and thereafter the Defendants continued to misrepresent the validity of such bills and compound the Plaintiff's alleged amount due based on the same. Plaintiff disputes that he received a copy of the initial bill related to this matter in October 2006.
6. The Defendants actions have been inflicted over a period of time; involve wrongful conduct that has been repeated on a monthly basis and has not desisted until at the earliest May of 2015. A continuing tort sufficient to toll the statute of limitations is occasioned by continual unlawful acts of the Defendants in this case.
7. Plaintiff also asserts that the Defendants fraudulently made certain representations to Plaintiff regarding the validity of the debts owed by Plaintiff which Plaintiff relied on when he made certain payments to the Defendants, and alleges that the SOL should be tolled on the basis of Fraud which the Plaintiff contends he did not become aware of until within the last twelve months after further investigating the matter and obtaining the statements and

- records indicating the PGW charges were associated with an unoccupied, unfinished, and unused basement at 5219 Spruce Street Philadelphia, PA 19139.
8. Plaintiff also asserts and alleges that the Defendants engaged in conversion by accepting payments from Defendant and applying such payments towards a balance which was illegitimate and disputed.
  9. Plaintiff also contends that in the event the PGW charges have actually be incurred, there was no benefit to the Plaintiff and a substantial portion of any such charges must be related to a gas leak or other errors with the gas service unrelated to Plaintiff's negligence.
  10. Furthermore, Plaintiff disputes the Defendant's position that the PUC does not have authority to determine whether or not an amount billed by PGW is accurate or not. In the event that PGW's position is restricted to the allegation that the PUC does not have authority to remove PGW lien, Plaintiff would still have the right to request PUC to determine whether or not the amounts charged by PGW are valid and accurate as they relate to the Plaintiff.
  11. In the event PUC determines that the formula, or billing of Defendants resulted in incorrect amounts being charged to the Plaintiff then the Plaintiff has a right to that information regardless of whether or not the lien would be directly impacted by the same; and Plaintiff expressly reserves the right to challenge any lien related to the PUC's findings.

**REQUEST FOR EXPEDITED RULING AND EXPEDITED MEDIATION OR HEARING**

1. Notwithstanding the forgoing, and expressly without acknowledging the legitimacy of the alleged debt, Plaintiff has made numerous attempts to reach out to the Defendants to negotiate the alleged debt and expressed a willingness to provide partial payment in regards to the same for sole purpose of resolving the matter in order to facilitate a sale of the Plaintiff's property which is must be closed before February 23, 2016.
2. Defendant also asks that this matter be expedited as an emergency request due to an impending sale which is **currently scheduled for February 23, 2016, for which the buyer has indicated there will be no further extension.** Defendant asserts that if there is not an opportunity for a hearing or mediation prior to this date, Defendant will suffer damages including but not limited to failure to sell Defendant's property after which there will be no opportunity for any funds to be available to negotiate any resolution of the alleged debt.

WHEREFORE, Defendant respectfully prays that:

- A. The Default Judgment against the Defendant be Set Aside,
- B. That the ruling be expedited in order to facilitate the Defendant's scheduled sale date.

Respectfully submitted this, 18<sup>th</sup> day of February 2016



By: Thomas E. Reynolds Jr.  
121 Luckie St.  
Suite 100  
Atlanta, GA 30303

**VERIFICATION**

I, Thomas E. Reynolds Jr., hereby verify that I am the owner of 5219 Spruce Street, that I am authorized to make this verification as a property owner and that the facts set forth in the within Instrument are true and correct to the best of my knowledge, information and belief and that the same are made subject to the penalties of 18 PA.C.S.A. 4904 relating to unsworn falsification to authorities.

Respectfully submitted this, 18<sup>th</sup> day of February 2016



---

By: Thomas E. Reynolds Jr.  
121 Luckie St.  
Suite 100  
Atlanta, GA 30303

**CERTIFICATE OF SERVICE**

I, hereby certify that I have this day served a true copy of the forgoing document upon the participants listed below, in accordance with the requirements of 52 PA Code 1.54 relating to service by a participant).

For Defendant:

Graciela Chrtlieb, Esq.  
Philadelphia Gas Works  
800 W Montgomery, Avenue  
Philadelphia, PA 19122  
(215) 684-6164

Respectfully submitted this, 18<sup>th</sup> day of February 2016



---

By: Thomas E. Reynolds Jr.  
121 Luckie St.  
Suite 100  
Atlanta, GA 30303