

From:
Craig Ellis Jamison
2643 S. Marshall St.
Philadelphia, PA 19148-4611
(215) 468-4966

July 15, 2016

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

RE: Craig Ellis Jamison v. PECO Energy Company
PUC Docket No: C-2016-2552858

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is Craig Ellis Jamison's response / objection to PECO Energy Company's request to dismiss the Complaint.

I have enclosed a Certificate of Service showing that a copy of said document was served on the interested parties.

Thank you very much for your time and attention,

A handwritten signature in cursive script that reads "Craig Ellis Jamison". The signature is written in black ink and is positioned above the printed name.

Craig Ellis Jamison

From:
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2643 S. Marshall St.
Philadelphia, PA 19148-4611
(215) 468-4966

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To:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
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400 North Street, Second Floor
Harrisburg, PA 17120

RE: Craig Ellis Jamison v. PECO Energy Company
PUC Docket No: C-2016-2552858

Dear Ms. Chiavetta:

I request that, contrary to PECO Energy's own request of July 6, 2016, Your Honorable Commission not dismiss the Complaint docket; this request based on evidence which indicates that parties of PECO Energy either knowingly or unknowingly have misrepresented facts germane to said case.

Records pertaining to this claim are attached. And additional records (including audio recorded material between myself and PECO) are available upon request.

CAPSULE:

PECO is attempting to paint this particular docket as "another request for a payment arrangement by someone who has broken a previous payment arrangement". And that isn't a complete picture of the scenario.

PECO has included (in its own EXHIBIT 1 material) a record of the broken payment arrangement of 2013. And the Complainant does not deny that the arrangement at that time was broken due to a prolonged injury and extended period of unemployment. In fact, that case (**docket # C-2015-2495408**) was **closed** by the PUC in late 2015 – the verdict in favor of PECO. This however is a **new** case / docket – the previous case docket made null and void by PECO itself when, in April of 2016, PECO (for whatever reason) *did indeed grant a new payment arrangement*. Then after the Complainant complied with the terms of the arrangement - including submission by the Complainant of the first two payments, PECO reneged on said arrangement, and has since been using various means (running the gamut from confusing, to unethical, to blatantly illegal) in an attempt to simultaneously "backpedal" on its contract, and (via deliberately misrepresented data) "trip" its automated system into shutting off service to the

Complainant's residence in spite of / in defiance of clear knowledge that informal, then formal, PUC complaints were currently extant.

It is the belief of this Complainant that one PECO credit department supervisor authorized the payment arrangement of April 2016, but then later another credit department official felt / realized the Complainant should not have been extended said arrangement. It is the belief of the Complainant that a PECO representative (or representatives) then sought to "pull" the arrangement; and from that point onward, unable to do so officially, has attempted to do so via a sequential thread of deliberately misrepresented data and unethical means (up to and including the non-disclosure of pertinent data within the timeline / chronology of its own Exhibits submitted to the Commission) – to which the Complainant's own Exhibits clearly attest.

CHRONOLOGY:

notes

- 1) Complainant's attorney willing to request / obtain PECO's phone records to corroborate
 - 2) Complainant willing to supply recordings of phone conversations with PECO to corroborate
 - 3) Complainant willing to supply bank / check records to corroborate
- On April 30, 2016, Complainant phoned PECO and was granted a payment arrangement after paying in cash (at a local payment center) \$1,100, with the promise of an additional (2nd) payment of \$2,000 to follow two weeks later, then another (3rd) payment of \$2,000 two weeks after that. As per the agreement, after the 3rd payment, a monthly billing plan would follow wherein an agreed upon new monthly payment amount would be added to whatever that given month's regular bill totaled.
 - After 2nd payment of \$2,000 was made by Complainant, on May 23rd, 2016 PECO reneged on contract and disconnected Complainant's service. Complainant then placed a "stop payment" on said check.
 - After Complainant launched informal complaint with the PUC, service was restored, then later disconnected again on 6/6/16. PECO representative who dropped off the shut off notice on 6/6 was on the phone to her Supervisor the entire time, and verbally acknowledged to Complainant that, while both she and Supervisor were aware that a PUC investigation was currently in progress, service was being terminated in spite of this. No further explanation was given. Although PECO representative agreed to wait until Complainant phoned PECO and the PUC, representative drove off while Complainant was on telephone. Service was disconnected. The notice left by the representative (see Complainant Exhibit 1) clearly stated that service was being disconnected "due to returned check".
 - Upon reaching PECO's credit department, Complainant discovered / was informed that termination of service was not because of a "returned check" – as notice claimed, but due to an (at the time) unexplained outstanding \$20.00 bill balance.

To date the Complainant has never received a bill for / regarding or explaining that \$20, had never received a before-hand shut-off notice for / regarding or explaining that \$20. And while speaking on the phone no one in PECO's credit department was able to determine the reason for the \$20 balance. It is the belief of the Complainant that a PECO representative / or representatives applied the (at the time) "phantom" \$20 balance in order to "trip" its automated system into issuing a shut-off notice which would go into effect in spite of the ongoing informal PUC complaint which would otherwise prohibit it. Complainant believes this was done in order that the PECO representatives involved could deny knowledge of the "automated" action. The Complainant considers the aforementioned incident "Questionable / Unethical / Illegal Breach #1".

In PECO's request to dismiss the Complaint (of 7/6/16), the \$20 (*while still officially undesignated*) is finally alluded to as "reconnection" charge.

The documents under **Exhibit 1** show the discrepancy.

- Complainant paid the \$20, and service was restored (6/6/16)
- On 6/14/16 the PUC denied Complainant's informal complaint. Complainant then filed for / brought forth a Formal Complaint before the PUC - the present case / docket.
- With full / clear knowledge that a Formal Complaint was in progress, and with full / clear knowledge that Complainant was making the monthly on time bill payments (expressly required by the PUC while awaiting a hearing date), PECO representative(s) attempted to "trip" its automated shut-off notice system for a 2nd time when issuing another "automated" shut-off notice (dated 6/27/16) – this one triggered by applying the aforementioned **closed** PUC report from one year prior (7/30/15). (see **Exhibit 2**)
- After consulting with an attorney, Complainant both sent a registered letter to PECO on 7/1, and on 7/5 engaged in a series of phone calls (shuffled from one PECO department to the next, then back again) with various PECO department representatives. Both the written and verbal communication was to inform PECO that, based upon information from Complainant's attorney and Complainant's investigation, PECO's twice-attempted actions to "trip" its automated shut-off system via misleading data appeared to be in violation of the FTC's Fair Debt Collection Practices Act wherein "*The misrepresentation by the collector about themselves or the debt are actionable ... regardless of intent*". The Complainant considers the aforementioned incident "Questionable / Unethical / Illegal Breach #1".
- Complainant did inform beforehand each PECO representative with whom he spoke on 7/1 that the conversations were being recorded. After speaking with six different PECO representatives, Complainant was connected to Charlotte Doctor, of PECO's credit department, who agreed to speak with Complainant "if the conversation was not recorded".

- Complainant and Ms. Doctor were disconnected, and Complainant called back in an attempt to have the non-recorded discussion. After 45 mins. of additional connections from dept. to dept., Complainant was told Ms. Doctor would call him back within 24hrs. The following day, Complainant phoned PECO to confirm that Ms. Doctor would indeed phone. She never did.
- The automated shut-off notice of 6/27/16 was rescinded by PECO.
- With full / clear knowledge of the existing Formal PUC Complaint, and the wait for a hearing date, representative(s) of PECO unethically “auto-triggered” another ten-day shut off notice. Curiously / strangely, in this instance while the letter envelope is postmarked July 8, 2016, both the shut-off date and the “Date Prepared” are the same – the future date of 7/22/16. For the record today’s date (the date of the writing / filing of this response) is 7/15/16. (see **Exhibit 3**)
- With full / clear knowledge of the existing Formal PUC Complaint, and the wait for a hearing date, representative(s) of PECO unethically “auto-triggered” another ten-day shut off notice – this one curiously / strangely a mere few days after the immediately aforementioned notice. The “Date Prepared” of this most recent notice is 7/11/16, it’s postmark is 7/12/16, and it was received by Complainant on 7/14/16. (see **Exhibit 3**)
- Both notices were enclosed within PECO stationary with the Complainant’s name and address handwritten on the face, rather than the usual official and printed label / bill PECO envelopes. (see Exhibit 3)
- The Complainant also received no bill in the mail over the last month. The only reason Complainant knew his present bill of \$232.00 was due (today) 7/15/16, was via his many phone conversations with various PECO representatives over the last two weeks. The bill of \$232.00 was paid on 7/15/16.
- The Complainant believes the two most recent aforementioned “hop-scotching” shut-off notices (of dubious credibility / legality), and the lack of issuance of the most recent bill are further attempts by PECO representatives to “slip by, unnoticed by the Complainant” an excuse to instigate termination of the Complainant’s service in spite of / in defiance of both the PUC’s Formal Complaint proceedings, and the FTC’s Fair Debt Collection Practices Act.

WHEREFORE, the Complainant, Craig Ellis Jamison, respectfully requests that PECO's request to dismiss the Complaint / hearing be denied, and that Complainant be allowed to present the aforementioned and other evidence before your Honorable Commission at said hearing.

Respectfully Submitted,

A handwritten signature in black ink that reads "Craig Ellis Jamison". The signature is written in a cursive style with a large initial "C" and "J".

Craig Ellis Jamison
2643 S. Marshall St.
Philadelphia, PA 19148-4611
(215) 468-4966

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

CRAIG ELLIS JAMISON (Complainant)

v.

PECO ENERGY COMPANY (Respondent)

DOCKET NO. C-2016-2552858

VERIFICATION

I, the Complainant, Craig Ellis Jamison, hereby declare that the facts set forth in the foregoing 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.



Craig Ellis Jamison

Date: July 15, 2016

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

CRAIG ELLIS JAMISON (Complainant)

v.

PECO ENERGY COMPANY (Respondent)

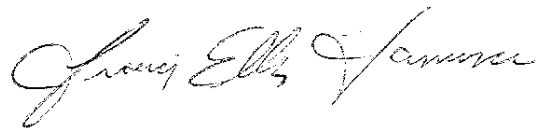
DOCKET NO. C-2016-2552858

CERTIFICATE OF SERVICE

I, the Complainant, Craig Ellis Jamison, hereby certify that I have this day served a copy of the Complainant's response to PECO's request to the PUC to dismiss the docket / complaint by mailing a copy, properly addressed and postage prepaid to:

Shawane L. Lee
Counsel for PECO Energy Company
Legal Department
2301 Market Street / s23-1
Philadelphia, PA 19103

Dated at Philadelphia, Pennsylvania, July 15, 2016



Craig Ellis Jamison

EXHIBITS

YOUR ELECTRIC/GAS HAS BEEN SHUT-OFF
(AVISO DE SUSPENSION DE SERVICIO)

WE SHUT OFF YOUR ELECTRIC/GAS SERVICE BECAUSE:

You did not pay your past due bill.
 Other: Termination due to returned check

Name: Craig Jamison Date: 6-6-16
Address: 2047 S. Marshal St. Phila. 19148 Account: 12049-DD405

TO HAVE YOUR SERVICE RESTORED, CALL OUR OFFICE at 1-888-480-1533

You must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.

You must pay the following before we can restore your service:

- Past Due Amount of	\$ <u>11,878.29</u>	; and
- Deposit Past Due Amount of	\$ _____	
- Agreement Unbilled Balance	\$ _____	
- **Total	\$ <u>11,878.29</u>	
- Reconnection Charge(s)	\$ _____	

You may be required to pay any additional bills that have become past due to restore your service.
**Since your service has been terminated, you may have to make substantial payments to have your service restored. In addition to any balance owed, you will have to pay a reconnection charge of between \$20 and \$1,700. This fee is set by PECO and is based on how much work is needed to restore your service. You may also be required to pay a deposit equal to two times your average monthly usage.

WE MAY BE ABLE TO QUICKLY RESTORE YOUR SERVICE IF:
 Someone in your home is SERIOUSLY ILL. Read the MEDICAL EMERGENCY NOTICE below.
 Your income is at or below 250% of the Federal Poverty Level. See the chart on the back of this notice and call us at 1-888-480-1533.

MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is SERIOUSLY ILL. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

1. Have your licensed physician, physician assistant or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off. Phone certification must be followed by written certification within 7 days.
'AND'
2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while protected under the medical certification.

SEE OTHER SIDE FOR MORE INFORMATION

PECO Business Office hours are Monday through Friday, from 8:30 a.m. to 5 p.m. Our business office is located at:

2301 MARKET STREET, PHILADELPHIA, PA 19103.
TO PAY BY CREDIT CARD OR CHECK BY PHONE, CALL 1-877-432-9384.

Ex. 1b

TRANSACTION RECORD

Softgate Systems, Inc.
330 Passaic Avenue
Fairfield, NJ 07004

PayXchange service provided by
Softgate Systems

DOUBLE O SEVEN CONVENIENCE STORE
2655 S 7TH ST
PHILADELPHIA, PA 19148-4309
(215) 389-4200

→ Date: 06/06/2016 ← Time: 04:13:02 PM
Agent Id : 62061
Reference Number: 62061-5000015828
Vendor : PECO ENERGY
Posting Time : 2016-06-06
Amount : \$ 20.00
Fee : \$ 1.50
Total : \$ 21.50

Account Number
XXXXXX0505

TRANSACTION APPROVED

Receipt Number: 015820887710
For customer service call:
1-888-477-7297

Thank you for choosing Softgate
Systems, come again!

Authorized agent of Softgate Systems,
Inc.

CUSTOMER COPY

Like us on Facebook!
www.facebook.com/payxchange



0107
PECO
PO BOX 13778
Philadelphia, PA 19101

Account Number: 1264500505
June 27, 2016

0000812 01 AT 0.396 **AUTO 4 1 9224 19148-461143 -C06-P00812-I 3



CRAIG JAMISON
2643 S MARSHALL ST
PHILADELPHIA PA 19148-4611

For Service to:
2643 S MARSHALL ST
PHILADELPHIA, PA 19148



UTILITY COMPANY REPORT
Reporte De La Compania Utilidades

Date Originally Quoted: July 30, 2015
Prepared By: LEE, QUINCY

Home Telephone:

The Problem As You Described It:

You requested a payment arrangement.

Our Response:

You have not kept past arrangements. The financial information you gave us on July 30, 2015 shows little or no change in your ability to pay. As a result, we will not make a new payment arrangement.

Your Service Will Be Shut-Off On or After July 07, 2016 for the Past Due Amount of \$11,833.51.

You Can Stop The Shut-Off By Doing The Following:

- Pay the past due amount of \$11,833.51 before July 07, 2016.

We must receive your payment and/or the required information before the shut-off date. **We will not accept payments at your property.**

If there is a change in the financial information or the number of members in your household, please send proof of your household income to the following address:

OSI CAP RATE
PO BOX 16468
Pittsburgh, PA 15242-9945

If We Shut-Off Your Service

You will have to pay more when your service is shut-off. We will not turn it back on until you do the following:

Pay the Past Due Amount; and Pay a deposit equal to two months of average billing.

We have until the end of the next business day to restore your service.

* **IF WE CANNOT GET TO YOUR METER TO SHUT-OFF AND RESTORE YOUR SERVICE, WE MUST DO EXTRA WORK. THIS EXTRA WORK MAY INCREASE YOUR RECONNECTION FEE TO A MAXIMUM OF \$1500.**



Ex. 3a



PECO
2301 Market Street
Philadelphia, PA 19103

Presort
First Class Mail
ComBasePrice



U.S. POSTAGE PITNEY BOWES

ZIP 19103 \$ 000.45²
02 4W
0000335298 JUL 08 2016

CRAIG JAMISON
DE 45 MAILED AT 080 07-11-2016 PRST FCM
2613 S. MARSHALL ST.
PHILA, PA 19148

FVN-PMP 19148





An Exelon Company

TEN DAY SHUT OFF NOTICE (AVISO SUSPENSION DE SERVICIO EN 10 DIAS)

Name: CRAIG JAMISON Your Account Number Is: 12645-00505

Past due Amount: \$10,219.35 Total Amount: \$12,206.40

For Service To: 2643 S MARSHALL ST PHILADELPHIA PA 19148 Date Prepared: 07/22/16

Your Electric/Gas Service May Be Shut Off!

Because your bill is past due, we will shut off service at 2643 S MARSHALL ST PHILADELPHIA PA 19148 after 8:00 a.m. on This notice is effective for 60 days.

We will NOT shut off your electric/gas service if you do ONE of the following:

- Pay \$10,219.35 in full before 7/22/16, this includes any amount you owe on your payment plan. This notice is effective for 60 days.
Pay the catch up amount on your agreement if it has defaulted. Call 1-888-480-1533 for the amount.
Show us a paid receipt for the past due amount.
You may be eligible for a payment agreement or special assistance programs. Call 1-888-480-1533 right away if you dispute this bill or to provide us with household income and occupant information.
To talk about your bill, please call our office at 1-888-480-1533.

WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.

If we shut off your electric/gas service, you may have to pay all of the following before we can turn your service on:

Table with 2 columns: Description and Amount. Rows include Past Due Amount of \$10,219.35 and Total \$10,219.35.

*If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

**If your service is shut off, you may have to make substantial payments in order to have your service restored. In addition to any balance owed, you will have to pay a Reconnection Charge of between \$20.00 and \$1,700.00.

MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is SERIOUSLY ILL. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

- 1. Have your licensed physician or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off, phone certification must be followed by written certification within 7 days.
2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while protected under the medical certification.

IMPORTANT TO KNOW

Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

Atencion ! Este es en mensaje muy importante. Si usted no lo entiende, favor de llama a 1-888-480-1533

Send payment in the enclosed envelope or pay your bill at an authorized payment location or PECO's Main Office (23rd & Market Streets Philadelphia). To pay by credit card or check by phone, call 1-877-432-9384. The service provider will charge a convenience fee of \$2.35

See other side for more information.

Ex. 3c

PECO
2301 Market Street
Philadelphia, PA 19103



Presort
First Class Mail
ComBasPrice



U.S. POSTAGE >> PITNEY BOWES

ZIP 19103 \$ 000.45²
02 4W
0000335298 JUL 12 2016

CRAIG JAMISON

DS 45 MAILED AT 080 PRST FCM
2643 S. MARSHALL ST.

PHILA, PA. 19148

FIM-FMF 19148





An Exelon Company

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(AVISO SUSPENSIÓN DE SERVICIO EN 10 DÍAS)**

Name: CRAIG JAMISON
Your Account Number Is: 12645-00505

Past due Amount: \$10,219.35
Total Amount: \$12,206.40

For Service To: 2643 S MARSHALL ST PHILADELPHIA PA 19148
Date Prepared: 07/11/16

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This notice is effective for 60 days.

We will NOT shut off your electric/gas service if you do ONE of the following:

- Pay \$10,219.35 in full before 7/25/16, this includes any amount you owe on your payment plan. This notice is effective for 60 days.
- Pay the catch up amount on your agreement if it has defaulted. Call 1-888-480-1533 for the amount.
- Show us a paid receipt for the past due amount.
- You may be eligible for a payment agreement or special assistance programs. Call 1-888-480-1533 right away if you dispute this bill or to provide us with household income and occupant information.
- To talk about your bill, please call our office at 1-888-480-1533.

WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.

If we shut off your electric/gas service, you may have to pay all of the following before we can turn your service on:

- Past Due Amount of	\$	10,219.35 and
- Deposit past Due Amount of	\$	_____
- Agreement Unbilled Balance	\$	_____
- Total	\$	10,219.35

*If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

**If your service is shut off, you may have to make substantial payments in order to have your service restored. In addition to any balance owed, you will have to pay a Reconnection Charge of between \$20.00 and \$1,700.00. This fee amount is set by PECO's tariff and based on how much work is needed to restore your service. You may also be required to pay a deposit equal to two times your average monthly usage.

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Let us know if you or anyone presently and normally living in your home is **SERIOUSLY ILL**. **WE WILL NOT SHUT OFF YOUR SERVICE** during such an illness provided you:

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'AND'
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Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

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