

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

Direct Dial: 215.841.6841

August 26, 2016

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

RE: Eric Hudson v. PECO Energy Company
PUC Docket No.: C-2016-2555083

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Motion for Judgment on the Hearing Date* 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,



Shawane Lee
Counsel for PECO Energy Company

SL/alb
Enclosure

cc: Certificate of Service

PENNSYLVANIA PUBLIC UTILITY COMMISSION

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

NOTICE TO PLEAD

To: Eric Hudson

Pursuant to 52 Pa. Code §§5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Motion for Judgment on the Pleadings within 20 days from service of this notice, the facts set forth by PECO Energy Company may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane Lee, and where applicable, the Administrative Law Judge presiding over the issue.

Failure to respond to this Motion could result in the dismissal of your case.


File with:

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

With a copy to:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, August 26, 2016



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19103
215-841-6841

PENNSYLVANIA PUBLIC UTILITY COMMISSION

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

MOTION FOR JUDGMENT ON THE PLEADINGS

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On July 7, 2016, PECO was served with a formal complaint filed by Eric Hudson (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In his formal complaint, Complainant ticks the box “The utility is threatening to shut off my service or has already shut off my service.” The Complainant requests a payment agreement and “assistance in setting up a payment plan for [his] outstanding CAP arrears.” The Complainant attached a detailed attachment to his complaint stating that his family has experienced unexpected financial hardships as a result of injuries sustained in an automobile accident and the loss of employment. The Complainant alleges that his electric service is critical as his son has chronic asthma and must use doctor-ordered nebulizer treatments multiple times a day. The Complainant states that he applied for a medical certification and his son’s doctor completed the request; however, PECO did not process the request.

3. On July 22, 2016, PECO filed an Answer, New Matter and Notice to Plead. A copy of PECO’s Answer and New Matter is attached hereto as Exhibit 2.

4. PECO averred in its New Matter that this is the Complainant's second formal complaint against PECO Energy in which he alleges that PECO denied a medical certificate, he disputed termination for a past due balance, and requested assistance on a payment agreement for the non-CAP arrears of his balance. New Matter ¶2

5. PECO averred that the Complainant filed a formal complaint docketed at C-2014-2418563. In that Complaint, the Complainant alleged that (1) PECO was threatening to terminate his service; (2) he wants a payment agreement (3) PECO failed to accept a medical certification; (4) his family has experienced hardship because of loss of employment and injury, and (5) his son needs electricity because he has chronic asthma. New Matter ¶3

6. PECO averred that the issues raised in the formal complaint Eric Hudson v. PECO Energy Company, Docket number C-2014-2418563 were heard before Administrative Law Judge Cynthia Williams Fordham ("ALJ Fordham") at a hearing on July 10, 2014. New Matter ¶5

7. PECO averred that on March 6, 2015, ALJ Fordham issued an Initial Decision, which dismissed the Complainant's complaint. See Eric Hudson v. PECO Energy Company, Docket number C-2014-2418563 (Initial Decision entered March 6, 2015). New Matter ¶6

8. PECO averred that ALJ Fordham had addressed the Complainant's threatened termination for a past due balance; his medical certification dispute, and his requests for a payment agreement on his non-CAP arrearage. New Matter ¶7

9. PECO averred that on May 13, 2015, the Commission issued a Final Order, dismissing the Complainant's formal complaint. Eric Hudson v. PECO Energy Company, Docket number C-2014-2418563 (Final Order entered May 13, 2015). New Matter ¶8

10. PECO averred that the Complainant's allegations should be dismissed pursuant to the doctrine of res judicata. New Matter ¶¶10-12

11. PECO averred that the Complainant has filed eighteen informal and informal complaints and his \$18,213.54 continues to grow as he uses the PUC administrative process to avoid paying his electric service. New Matter ¶¶16-18

12. To date, 20 days has passed since PECO filed its New Matter.

13. PECO has not been served with a response to its New Matter, and therefore it requests that the facts stated therein be deemed admitted. 52 Pa.Code §5.63(b) (providing that facts in new matter may be deemed admitted if there is no reply).

14. All of the allegations raised in the Complaint were previously raised by the Complainant in a prior former complaint and were dismissed.

15. The Commission's regulations at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing. Under 52 Pa. Code §5.102(d)(1), the presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.

16. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983).

17. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. *Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission*, 563 A.2d. 557 (Pa. Cmwlth. 1989).

18. The pleadings in this case reveal that the Complainant's case is barred on res judicata grounds.

19. The doctrine of res judicata operates to prevent re-litigation of claims already litigated on the merits. As stated by the Commission in Frank Tomazin v. Pennsylvania-American Water Company, 1997 Pa. PUC Lexis 52 (1997), "the policies underlying the doctrine of res judicata are minimizing judicial energy devoted to individual cases, establishing certainty and respect for court judgments, and protecting the party relying on the prior adjudication from vexatious litigation."

20. Res judicata includes any issue, claim or defense that was raised or could have been raised in the prior proceedings. Glynn v. Glynn, 2001 PA Super 359, ¶ 27, 789 A.2d 242, 250.

21. The doctrine of res judicata, which is also known as claim preclusion, holds that a final judgment on the merits by a court of competent jurisdiction will bar any future action on the same cause of action between the parties and their privies. Hopewell Estates, Inc. v. Kent, 435 Pa. Superior Ct. 471. 476, 646 A.2d 1192 (1994). The doctrine of res judicata applies to cases before the Commission. See, O'Toole v. Bell Telephone Co. of Pennsylvania, Inc., 77 Pa. P.U.C. 98, 104 (1992). The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

22. In the present case all four elements of res judicata are met.

23. Consistent with the requirement of res judicata, the issue sued upon in the 2014 matter and the 2016 complaint are the same. Complainant's issues are founded upon PECO's denial of a medical certificate, threatened termination for a past due balance, and a request for a payment agreement on the non-CAP arrears of his balance.

24. The cause of action in the most recent Complaint is also the same. Indeed the 2014 and 2016 complaints practically mirror each other:

<u>2014 Complaint</u>	<u>2016 Complaint</u>
<p>(1) My family has experienced unexpected financial hardships as a result of injuries sustained in an automobile accident and the loss of employment. Although I continue to work with my creditors on payment arrangements that are affordable based on my current and ongoing financial situation, I am in need of assistance with a payment plan on my outstanding PECO bill.</p>	<p>(1) My family has experienced and significant financial hardships as a result of major injuries sustained in an automobile accident and the loss of employment due to company layoff. In addition, our circumstances have significantly changed as my daughter has been diagnosed with Bi-Polar disorder and, as a result, has spent several months undergoing hospitalization and ongoing medical expenses which I am currently supporting as a single parent. Although I continue to work with my creditors on payment arrangements based on my current an ongoing financial situation, I am in need of assistance with my outstanding PECO bill.</p>

(2) In addition, I have made PECO aware that electricity at my residence is critical as my son has chronic asthma and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I also formally applied for "Medical Certification" based on this critical (life sustaining) medical circumstance and a medical certification was completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements.

(3) Therefore, I am respectfully requesting assistance in setting up a payment plan for the outstanding CAP arrears that is reasonable and affordable based on my existing financial situation and that any and all termination of service be discontinued.

(2) In addition, I have made PECO aware that electricity at my residence is critical as my son has life-threatening disability (chronic asthma) and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I submitted medical certification based on this critical (life sustaining) medicals circumstances and a medical certification were completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements regarding medical certifications.

(3) Therefore, I am respectfully requesting assistance on the above items including obtaining detailed and itemized documentation regarding past due amounts, status on the recent CAP request, assistance in setting up a payment arrangement for the outstanding arrears (CAP and/or non-CAP) that is reasonable and affordable based on my existing financial situation, and that any and all termination of service be discontinued.

25. Specifically, in the 2014 matter, Complainant requested that PECO assist him with a payment agreement on the non-CAP arrearage portion of his balance. The Complainant makes the same request in his current complaint. However, ALJ Fordham has already determined that the Complainant is not entitled to an agreement on his non-CAP arrearage. Specifically, ALJ Fordham stated in her Initial Decision:

The Complainant's CAP arrearage is \$11,647.09 and the non-CAP arrearage is \$1,918.17 (Tr. 64). Consequently, the Commission cannot give the Complainant a payment arrangement on the \$11,647.09 CAP arrearage.

Since the Commission can only give a limited number of payment agreements, a payment agreement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest.

See Eric Hudson supra at pp. 11-12.

26. In the 2014 complaint, the Complainant disputed PECO's threatened termination for his past due balance and raises the same allegation in his 2016 complaint.

With regards to Complainant's termination allegations, ALJ Fordham already determined:

The Complainant requested that the Commission prevent the Respondent from terminating his service. However, the Complainant is required to pay his bill. Even if the Commission gave him a payment arrangement on the \$1,918.17 non-CAP arrearage, he still has an \$11,647.09 CAP arrearage. Therefore, the Commission will not prevent the Respondent from terminating his service.

See Eric Hudson supra at p. 14.

27. Likewise, the allegation that PECO failed to process a medical certificate, required for his son's chronic asthma was raised in the 2014 complaint and is, yet again, raised in the 2016 complaint. ALJ Fordham specifically addressed the medical certificate issues as follows:

The Respondent accepted the medical certificates that the Complainant submitted on June 17, 2010, June 28, 2011 and October 31, 2013. However, the Respondent rejected the medical certificate the Complainant submitted on October 3, 2014 (Tr. 68-70; PECO Ex. 5). The Respondent explained that the Complainant failed to make the required payments after the second renewal. Therefore, the Respondent will not accept additional medical certificates from the Complainant until the past due balance is paid in full (Tr. 68-70; PECO Ex. 5).

Since the Complainant has not complied with the requirement in 52 Pa. Code § 56.116 to pay his bills, the number of renewals for the customer's household is limited to two certificates filed for the same set of arrearages. Therefore, the Respondent is not required to honor a third renewal of the medical certificate.

See Eric Hudson supra at p. 10.

28. Res judicata also requires the parties to the instant action be the same or stand in privity to the parties of the original action. Hopewell Estates, Inc. v. Kent, 435 Pa. Superior Ct. 471. 476,646 A.2d 1192 (1994). The parties in the most recent action are the same as the 2014 complaint which was already dismissed. This matter is again initiated by Eric Hudson against PECO Energy.

29. As required by the fourth tenant of the doctrine of res judicata, the quality and capacity of the parties involved is the same as it was in 2014.

30. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing of, in its opinion, a hearing is not necessary to the public interest.

31. Here, the issues presented have all been litigated previously. Therefore, PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

32. All of the allegations raised in the Complaint were previously raised by the Complainant in a former complaint filed in 2014 and were dismissed by ALJ Fordham.

33. For purposes of determining whether res judicata applies, the essential inquiry is whether the ultimate and controlling issues have been decided in a prior proceeding where the parties had an opportunity to appear and to be heard. Stevens Painton Corp. v. First State Ins.

Co., 746 A.2d 649, 654 (Pa. Super. 2000) (emphasis added). The Complainant was provided with a hearing before ALJ Fordham who heard the merits of his Complaint.

34. Because the present Complaint asserts the same factual and legal basis for relief as the dismissed 2014 Complaint, the Complainant is estopped from attempting to re-assert his claims here.

35. The doctrine of res judicata is meant to protect against just the type of re-litigation that the Complainant is attempting with his present formal Complaint. It is pointless and a waste of the Commission's time and resources to permit the new Complaint to go forward with respect to any issues already raised in the earlier Complaint.

36. Another hearing on the same matters raised in 2014 will only contribute to increasing the Complainant's \$18,213.54 balance and allow him the opportunity to continue to use the PUC administrative process to avoid paying his electric service.

37. For the reasons set forth above, all of the Complainant's claims should be dismissed on the grounds of res judicata.

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainant's Complaint, and all issues which were raised in the 2014 Complaint at docket number C-2014-2418563.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent


:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading 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.

Date: August 26, 2016



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

CERTIFICATE OF SERVICE

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

Eric Hudson
15 Greenleaf Court
Thorndale, PA 19372

Dated at Philadelphia, Pennsylvania, August 26, 2016.



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT “1”

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

*Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an Informal complaint.*

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Eric Hudson _____

Street/P.O. Box _____ 15 Greenleaf Court _____ Apt # _____

City Thorndale _____ State PA _____ Zip 19372 _____

County _____ Chester _____

Telephone Number(s) Where We Can Contact You During the Day:

(____) _____ (home) (____484____) ____885-6383____ (mobile)

E-mail Address (optional):

_____ ehudson88@hotmail.com _____

Utility Account Number (from your bill) _____48150-66085_____

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name Eric Hudson _____

Street/P.O. Box _____ 400 Jacobs Court _____

City Exton _____ State PA _____ Zip 19341 _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO Energy

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). Assistance in obtaining account details and other documentation previously requested in order to confirm CAP, non-CAP, and related charges. (PLEASE SEE ATTACHMENT AND SUMMARY BELOW)

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. **Requested Relief**

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

My family has experienced unexpected and significant financial hardships as a result of major injuries sustained in an automobile accident and the loss of employment due to company layoff. In addition, our circumstances have significantly changed as my daughter has been diagnosed with Bi-Polar Disorder and, as a result, has spent several months under hospitalization and ongoing medical expenses which I am currently supporting as a single parent. Although I continue to work with my creditors on payment arrangements based on my current and ongoing financial situation, I am in need of assistance with my outstanding PECO bill.

Over the past several months, I have attempted to work with PECO regarding arrangements on past due payments based on significant changes in my financial circumstance as described. I've explained that, in addition to past financial hardships, my circumstances have significantly changed as a result of my daughter's disability and subsequent hospitalization and ongoing medical care.

On February 24, 2016, I was assessed via phone by PECO and confirmed that my household was eligible for Customer Assistance Program (CAP) based on my current financial circumstances. At that time, I was provided a CAP application which was completed (including all requested documents) and forwarded via fax at 1-866-382-8908. Subsequently, I called PECO Customer Service and confirmed receipt of the application by PECO and that it was being processed with details to be forwarded. However, I have still not received confirmation of CAP status or a response to the CAP request. In addition, I have contacted PECO and formally requested details of outstanding balance amounts including past due amounts from previous and current residence, clarification of amounts determined under CAP, fees assessed (including late fees, interest, and any other applicable charges), confirmation and status on the outstanding CAP application, and any documentation on payment arrangement options available. However, I have not received any of the requested documentation or information.

In addition, I have made PECO aware that electricity at my residence is critical as my son has life-threatening disability (chronic asthma) and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I submitted medical certification based on this critical (life sustaining) medical circumstances and a medical certification were completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements regarding medical certifications.

Therefore, I am respectfully requesting assistance on the above items including obtaining detailed and itemized documentation regarding past due amounts, status on the recent CAP request, assistance in setting up a payment arrangement for the outstanding arrears (CAP and/or non-CAP) that is reasonable and affordable based on my existing financial situation, and that any and all termination of service be discontinued.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I Eric Hudson, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



(Signature of Complainant)

7/8/16

(Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

EXHIBIT “2”



An Exelon Company

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19101-8699

Direct Dial: 215-341-6841

July 22, 2016

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

RE: Eric Hudson v. PECO Energy Company
PUC Docket No.: C-2016-2339083

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy's Answer to Formal Complaint*.

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".

Shawane Lee
Counsel for PECO Energy Company

SL/ab
Enclosure

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On July 7, 2014, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Eric Hudson (hereafter "Complainant") in the above captioned docket. Pursuant to 52 Pa. Code § 5.61, PECO Energy responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the instant Complaint. In his formal Complaint, the Complainant alleges that PECO Energy is threatening to terminate his service. He alleges that his family has had financial hardship due to unemployment and has a medical condition in the household. The Complainant requests a payment agreement. PECO Energy requests dismissal pursuant to 66 Pa. C.S. §1405(c).

The Complainant established electric service at 400 Jacobs Court, Exton, PA 19341 under account number 11008-01605. See Account Activity Statement, attached hereto as Exhibit

"1". The Complainant was enrolled in PECO Energy's Customer Assistance Program ("CAP") on February 14, 2007 under Tier E. On December 27, 2007, PECO Energy removed \$8,619.67 of the Complainant's balance under the company's pre-program arrears forgiveness program. On April 14, 2008, the Complainant was removed from CAP for being over income. On October 29, 2012, the Complainant was re-enrolled in the CAP program under Tier D1. The Complainant was removed from the program on October 29, 2014 for failure to return his income verification form.

On April 28, 2014, the Complainant filed a formal complaint with the Public Utility Commission at docket number C-2014-2418563. In his formal complaint, the Complainant alleged that his family had unexpected financial hardship due to injury and loss of employment. The Complainant states that his son has chronic asthma and PECO would not accept a medical certification. The Complainant requested a payment agreement. On March 6, 2015, Administrative Law Judge Cynthia Williams Fordham issued an Initial Decision, dismissing the Complainant's case. In her Initial Decision, ALJ Fordham determined:

- 1) The Complainant indicated that his wife, daughter and son have health problems and that he would like to submit a medical certification..... Since the Complainant has not complied with the requirement in 52 Pa. Code § 56.116 to pay his bills, the number of renewals for the customer's household is limited to two certificates filed for the same set of arrearages. Therefore, the Respondent is not required to honor a third renewal of the medical certificate.**

- 2) The Complainant has requested a payment arrangement. The Respondent argued that he is not entitled to a payment arrangement.....The Complainant's CAP arrearage is \$11,647.09 and the non-CAP arrearage is \$1,918.17 (Tr. 64). Consequently, the Commission cannot give the Complainant a payment arrangement on the \$11,647.09 CAP arrearage.**

3) Since the Commission can only give a limited number of payment agreements, a payment agreement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest.

4) The Complainant requested that the Commission prevent the Respondent from terminating his service. However, the Complainant is required to pay his bill. Even if the Commission gave him a payment arrangement on the \$1,918.17 non-CAP arrearage, he still has an \$11,647.09 CAP arrearage. Therefore, the Commission will not prevent the Respondent from terminating his service.

See Eric Hudson v. PECO Energy Company, Docket Number C-2014-2418563 (Initial Decision entered March 25, 2015), attached hereto as Exhibit "2".

On February 23, 2016, the Complainant discontinued service at 400 Jacobs Court. The Complainant left a \$17,166.91 unpaid balance. The Complainant established new service at 15 Greenleaf Court, Thorndale, PA 19372 under account number 48150-66065. See Account Activity Statement, attached hereto as Exhibit "3". On March 24, 2016, the Complainant's \$17,166.91 unpaid balance transferred into the Complainant's new account.

On May 18, 2016, the Complainant filed an informal complaint with the Bureau of Consumer Services ("BCS") at case number 003441301, requesting a payment agreement on his \$17,488.08 balance. On June 17, 2016, the BCS issued a Decision Report, dismissing the Complainant's case pursuant to 66 Pa. C.S. §1405(c). See BCS Decision Report #003441301, attached hereto as Exhibit "4".

The Complainant currently has a balance of \$18,213.54 See Exhibit "1". The Complainant's account activity statement demonstrates that the Complainant does not pay his bill on time in full every month. The Complainant is not entitled to a PUC ordered payment

agreement on his balance as the balance is comprised of CAP arrears. 66 Pa.C.S. § 1405(c) provides that, "(c)ustomer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission." Consequently, pursuant to 66 Pa.C.S. § 1405(c), the PUC has no jurisdiction to give the Complainant a payment agreement. Although the Commission has the discretion to give the Complainant a payment agreement on the non-CAP arrearage, PECO avers that a payment agreement should not be granted because of the Complainant's poor payment history. See Susan Hewitt v. PECO Energy, Docket No. F-2011-2273271 (Final Order entered, Sept. 12, 2013) (where the Commission determined although the Commission may have the authority to establish a payment agreement for the non-CAP portion of a former CAP customer's "mixed" arrearage" they declined to do so given the Complainant's poor payment history and her inability to keep prior payment agreements with PECO).

5. Denied.

6. Admitted

7. Admitted.

8. PECO Energy neither admits nor denies the allegations in paragraph 8. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, therefore, such allegation is deemed denied.

9. Paragraph 9 is a Verification and Signature to which no response is required.

10. Paragraph 10 contains information regarding Filing, to which no response is required.

NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

1. PECO incorporates by reference responses contained in Paragraphs 1 through 10 above as though fully set forth at length.
2. This is the Complainant's second formal complaint against PECO Energy in which the Complainant alleges that PECO Energy denied a medical certificate, disputed termination for his past due balance, and requested assistance on a payment agreement for the non-CAP arrears of his balance.
3. The Complainant filed formal complaint docketed at C-2014-2418563. In that Complaint, he alleged that (1) PECO was threatening to terminate his service; (2) he wants a payment agreement (3) PECO failed to accept a medical certification; (4) his family as experienced hardship because of loss of employment and injury, and (5) his son needs electricity because he has chronic asthma. See Initial Decision, C-2014-2418563, attached hereto as Exhibit "2". The Complainant requested that the Commission prevent termination and give him a payment agreement. See Exhibit "2".
4. On May 9, 2014, PECO Energy filed an Answer to the Complainant's Complaint.
5. On July 10, 2014, the issues raised in the formal complaint were heard before Administrative Law Judge Cynthia Williams Fordham.
6. ALJ Fordham issued an Initial Decision on March 6, 2015, dismissing the Complainant's Complaint. See Initial Decision, attached hereto as Exhibit "3".

7. In that Decision, ALJ Fordham addressed the threatened termination for Complainant's past due balance; whether the Complainant was entitled to a medical certification, and whether the Commission should grant a payment agreement on his non CAP arrearage: See Exhibit "2".

8. In her Initial Decision, ALJ Fordham determined:

1) The Complainant indicated that his wife, daughter and son have health problems and that he would like to submit a medical certification..... Since the Complainant has not complied with the requirement in 52 Pa. Code § 56.116 to pay his bills, the number of renewals for the customer's household is limited to two certificates filed for the same set of arrearages. Therefore, the Respondent is not required to honor a third renewal of the medical certificates.

2) The Complainant has requested a payment arrangement. The Respondent argued that he is not entitled to a payment arrangement.....The Complainant's CAP arrearage is \$11,647.09 and the non-CAP arrearage is \$1,918.17 (Tr. 64). Consequently, the Commission cannot give the Complainant a payment arrangement on the \$11,647.09 CAP arrearage.

3) Since the Commission can only give a limited number of payment agreements, a payment agreement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest.

4) The Complainant requested that the Commission prevent the Respondent from terminating his service. However, the Complainant is required to pay his bill. Even if the Commission gave him a payment arrangement on the \$1,918.17 non-CAP arrearage, he still has an

\$11,647.09 CAP arrearage. Therefore, the Commission will not prevent the Respondent from terminating his service.

See Eric Hudson v. PECO Energy Company, Docket Number C-2014-2418563 (Initial Decision entered March 25, 2015), attached hereto as Exhibit "2".

9. On May 13, 2015, the Commission issued a Final Order, dismissing the complaint.

10. The Complainant's allegations in the current formal complaint should be dismissed on the grounds of res judicata.

11. The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Dav v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

12. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. The thing sued upon is identical in both Complaints. Both the current formal complaint and the 2014 Complaint relate to the same issues: a request for a payment agreement on the non-CAP portion of the Complainant's balance; threatened termination and denial of a medical certification. Indeed the complaints are virtually identical as demonstrated by the following:

2014 Complaint

My family has experienced unexpected financial hardships as a result of injuries sustained in an automobile accident and the loss of employment. Although I continue to work with my creditors on payment arrangements that are affordable based on my current and ongoing financial situation, I am in need of assistance with a payment plan on my outstanding PECO bill.

In addition, I have made PECO aware that electricity at my residence is critical as my son has chronic asthma and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I also formally applied for "Medical Certification" based on this critical (life sustaining) medical circumstance and a medical certification was completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements.

Therefore, I am respectfully requesting assistance in setting up a payment plan for the outstanding CAP arrears that is reasonable and affordable based on my existing financial situation and that any and all termination of service be discontinued.

2016 Complaint

My family has experienced and significant financial hardships as a result of major injuries sustained in an automobile accident and the loss of employment due to company layoff. In addition, our circumstances have significantly changed as my daughter has been diagnosed with Bi-Polar disorder and, as a result, has spent several months undergoing hospitalization and ongoing medical expenses which I am currently supporting as a single parent. Although I continue to work with my creditors on payment arrangements based on my current an ongoing financial situation, I am in need of assistance with my outstanding PECO bill.

In addition, I have made PECO aware that electricity at my residence is critical as my son has life-threatening disability (chronic asthma) and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I submitted medical certification based on this critical (life sustaining) medicals circumstances and a medical certification were completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements regarding medical certifications.

Therefore, I am respectfully requesting assistance on the above items including obtaining detailed and itemized documentation regarding past due amounts, status on the recent CAP request, assistance in setting up a payment arrangement for the outstanding arrears (CAP and/or non-CAP) that is reasonable and affordable based on my existing financial situation, and that any and all termination of service be discontinued.

See Formal Complaint at docket number C-2014-2418563, attached hereto as Exhibit "5".

13. The cause of action is identical. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the electric customer in both Complaints, and PECO is the public utility providing service to the Complainant.

14. Because the present complaint asserts the same factual and legal basis for relief as the dismissed 2014 Complaint, the Complainant is estopped from attempting to re-assert his claims here.

15. Accordingly, the Complainant's Complaint should be dismissed pursuant to the doctrine of res judicata.

16. By way of further response, the Complainant has an \$18,213.54 balance, which continues to grow as the complainant continues to use the PUC administrative process to avoid paying his electric service.

17. PUC Commissioner Pamela A. Witmer recently warned PECO about this very issue in the Daniel Verneychuk v. PECO matter at Docket No. C-2013-2388323 (November 5, 2015). Commissioner Witmer stated that "the Complainant was not only ignoring his obligation to pay his bills but was actively employing various strategies to avoid paying in a timely manner." Commissioner Witmer pointed out:

...It is critically important to the customers, who are ultimately left footing the bills for such abuses, that our utilities act vigilantly to prevent them, continue to take steps to identify them, and mitigate their effects as quickly as possible. I remind PECO and all of our regulated utilities of this responsibility.

18. This is clearly what is happening in the present case with the filing of eighteen informal and formal complaints. The Complainant is strategically filing informal and formal complaints, including the present formal complaint, in an effort to avoid paying his electric bill.

While PECO is able to identify this abuse, the company is unable to mitigate this issue while the Complainant uses the PUC complaint process to prevent paying his bill.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



**Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading 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.



Date: July 22, 2016

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ERIC HUDSON

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:
:

DOCKET NO. C-2016-2555083

CERTIFICATE OF SERVICE

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

Eric Hudson
15 Greenleaf Court
Thorndale, PA 19372

Dated at Philadelphia, Pennsylvania, July 22, 2016.



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT "1"

CUAR038

PECO Account Activity Statement

Date: 10/02/14

*** Account Information ***

Account Number: 11008-01605
 Account Status: Active
 Requested By: ERIC B HUDSON
 (610)200-3590 Extension:

Mail To:
 ERIC B HUDSON
 400 JACOBS CT
 EXTON PA 19341

*** Current Account Status ***

Current Bill: \$446.00
 Billed Prior: \$13396.04
 Balance Due: \$13642.04
 Service Address:
 400 JACOBS CT
 EXTON PA 19341

Credit Amount: \$0.00
 Deposit Requested: \$460.00
 Deposit On-Hand: \$0.00

Master Bill Grp: 13
 Rate: CAP Option D1 Gas Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	CU
05/15/12	Payment					\$1982.00						
05/15/12	Late Payment Charge				\$24.39							
05/17/12	BUDGET BILLING	04/17/12 05/16/12			\$524.00							
	** Budget Bill Detail **	Actual Bill Amount: 396.60										
05/17/12	SPECIAL PAYMENT AGREEMENT				BB Deferred Amount: 35.70							
05/17/12	Regular Bill				\$1105.54							
06/13/12	Late Payment Charge				\$40.83		\$3280.18	\$1650.64	06/08	1626	120	
06/18/12	BUDGET BILLING	05/16/12 06/17/12			\$524.00							
	** Budget Bill Detail **	Actual Bill Amount: 521.77										
06/18/12	SPECIAL PAYMENT AGREEMENT				BB Deferred Amount: 33.47							
06/18/12	Regular Bill				\$1105.54		\$4950.55	\$3329.01	07/10	2601	60	
07/19/12	Payment					\$40.80						
07/17/12	Late Payment Charge				\$40.80							
07/19/12	Late Payment Charge					\$40.80						
07/19/12	Payment					\$1610.00						
07/19/12	Late Payment Charge				\$24.44							
07/19/12	BUDGET BILLING	06/17/12 07/16/12			\$524.00							
	** Budget Bill Detail **	Actual Bill Amount: 609.02										
07/19/12	SPECIAL PAYMENT AGREEMENT				BB Deferred Amount: 110.49							
07/19/12	Regular Bill				\$1105.54							
08/15/12	Late Payment Charge				\$40.80		\$3352.53	\$1722.99	08/10	3634	45	
08/17/12	BUDGET BILLING	07/16/12 08/16/12			\$524.00							
	** Budget Bill Detail **	Actual Bill Amount: 468.34										
08/17/12	SPECIAL PAYMENT AGREEMENT				BB Deferred Amount: 62.83							
08/17/12	Regular Bill				\$1105.54							
09/17/12	Late Payment Charge				\$73.32		\$5030.95	\$3401.41	09/10	2010	20	
09/18/12	BUDGET BILLING	08/16/12 09/17/12			\$524.00							
	** Budget Bill Detail **	Actual Bill Amount: 496.80										
09/18/12	SPECIAL PAYMENT AGREEMENT				BB Deferred Amount: 35.63							
09/18/12	Regular Bill				\$1105.54							
10/04/12	Bill Out DPA due to Default				\$1105.56		\$6733.81	\$5104.27	10/10	2894	45	
10/16/12	BUDGET BILLING	09/17/12 10/15/12			\$524.00							
	** Budget Bill Detail **	Actual Bill Amount: 350.45										
					BB Deferred Amount: -137.92							



DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DOB DATE	KN	CC7	KN
10/16/12	Late Payment Charge				\$102.33							
10/16/12	Regular Bill											
10/29/12	Payment Agreement						\$8465.70	\$7941.70	11/07	1567	79	
11/14/12	BUDGET BILLING	10/15/12 11/13/12										
	** Budget Bill Detail **	Actual Bill Amount: 363.00			\$413.00							
11/14/12	DEFERRED PAYMENT AGREEMENT					\$8 Deferred Amount: -107.92						
11/14/12	Regular Bill				\$141.09							
12/11/12	Bill Out DPA due to Default						\$984.09		12/06	1576	102	
12/11/12	Late Payment Charge				\$8324.61							
12/17/12	BUDGET BILLING	11/13/12 12/16/12			\$5.50							
	** Budget Bill Detail **	Actual Bill Amount: 538.94			\$401.00							
12/17/12	Regular Bill					\$8 Deferred Amount: -49.98						
01/15/13	Late Payment Charge						\$9285.20	\$8884.20	01/08	2001	303	
01/10/13	BUDGET BILLING	12/16/12 01/17/13			\$125.65							
	** Budget Bill Detail **	Actual Bill Amount: 602.92			\$401.00							
01/10/13	Regular Bill					\$8 Deferred Amount: 151.94						
02/19/13	BUDGET BILLING	01/17/13 02/18/13					\$9811.85	\$9410.85	02/12	2206	371	
	** Budget Bill Detail **	Actual Bill Amount: 607.60			\$401.00							
02/19/13	Late Payment Charge					\$8 Deferred Amount: 358.54						
02/19/13	Regular Bill				\$132.42							
03/19/13	Late Payment Charge						\$10345.27	\$9944.27	03/13	1866	438	
03/20/13	BUDGET BILLING	02/18/13 03/19/13			\$138.44							
	** Budget Bill Detail **	Actual Bill Amount: 473.59			\$401.00							
03/20/13	Regular Bill					\$8 Deferred Amount: 431.13						
04/09/13	Payment						\$10884.71	\$10483.71	04/11	1564	331	
04/16/13	Late Payment Charge											
04/18/13	BUDGET BILLING	03/19/13 04/17/13			\$132.63							
	** Budget Bill Detail **	Actual Bill Amount: 392.12			\$476.00							
04/18/13	Regular Bill					\$8 Deferred Amount: 347.25						
04/30/13	Payment						\$10493.34	\$10017.34	05/10	1573	222	
05/01/13	Payment Agreement											
05/17/13	BUDGET BILLING	04/17/13 05/16/13					\$9293.34					
	** Budget Bill Detail **	Actual Bill Amount: 291.62			\$476.00							
05/17/13	DEFERRED PAYMENT AGREEMENT					\$8 Deferred Amount: 162.87						
05/17/13	Regular Bill				\$154.89							
06/17/13	Bill Out DPA due to Default						\$630.89		06/10	1510	118	
06/17/13	Late Payment Charge				\$9138.45							
06/18/13	BUDGET BILLING	05/16/13 06/17/13			\$9.46							
	** Budget Bill Detail **	Actual Bill Amount: 374.47			\$476.00							
06/18/13	Regular Bill					\$8 Deferred Amount: 61.34						
07/05/13	Payment Agreement						\$10294.80	\$9778.80	07/10	2425	74	
07/20/13	Payment											
07/16/13	Late Payment Charge											
07/18/13	BUDGET BILLING	06/17/13 07/17/13			\$7.14							
	** Budget Bill Detail **	Actual Bill Amount: 449.47			\$476.00							
						\$8 Deferred Amount: 34.81						

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KNH	CCY	KN
07/10/13	DEFERRED PAYMENT AGREEMENT											
07/10/13	Regular Bill				\$154.89							
07/23/13	Payment											
08/14/13	Bill Out DPA due to Default						\$1123.49	\$492.60	08/09	3091		46
08/14/13	Late Payment Charge				\$8903.54	\$405.48						
08/16/13	BUDGET BILLING				\$9.46							
	** Budget Bill Detail **	07/17/13 08/15/13			\$476.00							
		Actual Bill Amount: 405.25										
08/16/13	Regular Bill											
08/22/13	Payment											
09/03/13	Payment Agreement						\$10107.05	\$9631.05	09/09	2020		41
09/16/13	Late Payment Charge											
09/17/13	BUDGET BILLING											
	** Budget Bill Detail **	08/19/13 09/16/13			\$6.60							
		Actual Bill Amount: 372.37			\$476.00							
09/17/13	DEFERRED PAYMENT AGREEMENT											
09/17/13	Regular Bill											
09/20/13	Payment											
10/14/13	Bill Out DPA due to Default						\$1122.95	\$492.06	10/09	2480		43
10/15/13	Late Payment Charge				\$8028.67	\$405.48						
10/16/13	BUDGET BILLING				\$125.05							
	** Budget Bill Detail **	09/16/13 10/19/13			\$476.00							
		Actual Bill Amount: 278.08										
10/16/13	Regular Bill											
11/12/13	Late Payment Charge											
11/14/13	BUDGET BILLING						\$10060.01	\$9592.01	11/07	1656		81
	** Budget Bill Detail **	10/15/13 11/13/13			\$130.02							
		Actual Bill Amount: 398.55			\$476.00							
11/14/13	Regular Bill											
12/11/13	Late Payment Charge											
12/17/13	BUDGET BILLING						\$10674.03	\$10198.03	12/06	1469		207
	** Budget Bill Detail **	11/13/13 12/16/13			\$135.40							
		Actual Bill Amount: 627.39			\$391.00							
12/17/13	Regular Bill											
01/14/14	Late Payment Charge											
01/21/14	BUDGET BILLING						\$11200.43	\$10809.43	01/08	2122		379
	** Budget Bill Detail **	12/16/13 01/20/14			\$144.81							
		Actual Bill Amount: 775.23			\$391.00							
01/21/14	Regular Bill											
02/10/14	Late Payment Charge											
02/19/14	BUDGET BILLING						\$11736.24	\$11345.24	02/12	2497		467
	** Budget Bill Detail **	01/20/14 02/18/14			\$193.96							
		Actual Bill Amount: 650.49			\$391.00							
02/19/14	Regular Bill											
03/10/14	Late Payment Charge											
03/20/14	BUDGET BILLING						\$12281.20	\$11890.20	03/13	1619		490
	** Budget Bill Detail **	02/18/14 03/19/14			\$159.83							
		Actual Bill Amount: 847.11			\$391.00							
03/20/14	Regular Bill											
04/16/14	Late Payment Charge											
04/18/14	BUDGET BILLING						\$12832.03	\$12441.03	04/11	1540		360
	** Budget Bill Detail **	03/19/14 04/17/14			\$165.70							
					\$510.00							

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DOB DATE	KWH	CCF	KV
	** Budget Bill Detail **	Actual Bill Amount: 358.11			BB Deferred Amount: 437.36							
04/18/14	Regular Bill											
05/19/14	BUDGET BILLING	04/17/14 05/18/14			\$510.00		\$13507.73	\$12997.73	05/12	1217	210	
	** Budget Bill Detail **	Actual Bill Amount: 387.85			BB Deferred Amount: 235.21							
05/19/14	Regular Bill											
05/19/14	Payment						\$14017.73	\$13507.73	06/10	1571	113	
06/18/14	BUDGET BILLING	05/18/14 06/17/14			\$510.00		\$14289.39	\$13779.39	07/10	2168	61	
	** Budget Bill Detail **	Actual Bill Amount: 337.02			BB Deferred Amount: 62.23							
06/18/14	Regular Bill											
07/18/14	BUDGET BILLING	06/17/14 07/17/14			\$510.00		\$14799.39	\$14289.39	08/11	2675	40	
	** Budget Bill Detail **	Actual Bill Amount: 387.21			BB Deferred Amount: -60.56							
07/18/14	Regular Bill											
08/18/14	BUDGET BILLING	07/17/14 08/17/14			\$446.00		\$15245.39	\$14799.39	09/09	2589	45	
	** Budget Bill Detail **	Actual Bill Amount: 379.91			BB Deferred Amount: -126.65							
08/18/14	Regular Bill											
08/21/14	Payment						\$1422.35					
08/22/14	Transfer											
08/22/14	RECONSTRUCT FIB - CUT-OUT NON-PAY				\$20.00	\$20.00						
09/17/14	BUDGET BILLING	08/17/14 09/16/14			\$446.00		\$14288.04	\$13842.04	10/09	2107	40	
	** Budget Bill Detail **	Actual Bill Amount: 295.87			BB Deferred Amount: -276.78							
09/17/14	Regular Bill											
09/29/14	Payment						\$446.00					
10/16/14	BUDGET BILLING	09/16/14 10/15/14			\$446.00		\$14288.04	\$13842.04	11/07	1412	70	
	** Budget Bill Detail **	Actual Bill Amount: 221.68			BB Deferred Amount: -501.10							
10/16/14	Regular Bill											
10/21/14	Payment						\$235.87					
11/17/14	BUDGET BILLING	10/15/14 11/14/14			\$446.00		\$14638.17	\$13992.17	12/09	1407	171	
	** Budget Bill Detail **	Actual Bill Amount: 376.55			BB Deferred Amount: -570.55							
11/17/14	Regular Bill											
11/21/14	Payment						\$221.68					
12/17/14	BUDGET BILLING	11/14/14 12/16/14			\$455.00		\$14671.49	\$14216.49	01/08	1971	354	
	** Budget Bill Detail **	Actual Bill Amount: 647.19			BB Deferred Amount: -370.36							
12/17/14	Regular Bill											
01/20/15	Payment						\$455.00					
01/21/15	BUDGET BILLING	12/16/14 01/20/15			\$455.00		\$14557.75	\$14102.75	02/12	2239	468	
	** Budget Bill Detail **	Actual Bill Amount: 803.24			BB Deferred Amount: -30.12							
01/21/15	Regular Bill											
01/28/15	Payment						\$455.00					
02/19/15	BUDGET BILLING	01/20/15 02/18/15			\$455.00		\$14557.75	\$14102.75	03/13	1696	447	
	** Budget Bill Detail **	Actual Bill Amount: 701.22			BB Deferred Amount: 216.10							
02/19/15	Regular Bill											
02/19/15	Payment						\$455.00					
03/20/15	BUDGET BILLING	02/18/15 03/19/15			\$455.00		\$14594.39	\$14139.39	04/13	1624	373	
	** Budget Bill Detail **	Actual Bill Amount: 599.22			BB Deferred Amount: 360.32							
03/20/15	Regular Bill											

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KV
04/06/15	Payment					\$2096.10						
04/21/15	BUDGET BILLING	03/19/15 04/20/15			\$520.00							
	** Budget Bill Detail **	Actual Bill Amount: 447.33				EB Deferred Amount: 207.65						
04/21/15	Regular Bill											
05/20/15	BUDGET BILLING	04/20/15 05/19/15			\$520.00		\$14028.29	\$13500.29	05/13	1530	227	
	** Budget Bill Detail **	Actual Bill Amount: 346.90				EB Deferred Amount: 114.59						
05/20/15	Regular Bill											
06/02/15	Payment					\$258.40						
06/19/15	BUDGET BILLING	05/19/15 06/18/15			\$520.00		\$14548.29	\$14028.29	06/11	1681	90	
	** Budget Bill Detail **	Actual Bill Amount: 430.05				EB Deferred Amount: 24.60						
06/19/15	Regular Bill											
07/09/15	Payment					\$270.00						
07/21/15	BUDGET BILLING	06/18/15 07/20/15			\$520.00		\$14309.39	\$13789.39	07/13	2542	55	
	** Budget Bill Detail **	Actual Bill Amount: \$14.38				EB Deferred Amount: 18.98						
07/21/15	Regular Bill											
08/10/15	Payment					\$220.00						
08/19/15	BUDGET BILLING	07/20/15 08/18/15			\$520.00		\$14309.39	\$13789.39	08/12	3196	46	
	** Budget Bill Detail **	Actual Bill Amount: 540.20				EB Deferred Amount: 39.18						
08/19/15	Regular Bill											
09/09/15	Payment					\$270.00						
09/18/15	BUDGET BILLING	08/18/15 09/17/15			\$520.00		\$14309.39	\$13789.39	09/10	3415	30	
	** Budget Bill Detail **	Actual Bill Amount: 507.50				EB Deferred Amount: 26.60						
09/18/15	Regular Bill											
10/09/15	Payment					\$220.00						
10/19/15	BUDGET BILLING	09/17/15 10/16/15			\$520.00		\$14309.39	\$13789.39	10/13	3139	36	
	** Budget Bill Detail **	Actual Bill Amount: 306.09				EB Deferred Amount: -187.23						
10/19/15	Regular Bill											
10/20/15	Late Payment Charge				\$188.49		\$14309.39	\$13789.39	11/10	1578	77	
11/17/15	BUDGET BILLING	10/16/15 11/16/15			\$520.00							
	** Budget Bill Detail **	Actual Bill Amount: 331.21				EB Deferred Amount: -376.02						
11/17/15	Late Payment Charge				\$196.29							
11/17/15	Regular Bill											
12/15/15	Late Payment Charge				\$201.26		\$15216.17	\$14694.17	12/09	1556	117	
12/18/15	BUDGET BILLING	11/16/15 12/17/15			\$483.00							
	** Budget Bill Detail **	Actual Bill Amount: 477.06				EB Deferred Amount: -381.96						
12/18/15	Regular Bill											
01/19/16	Late Payment Charge				\$208.42		\$15896.43	\$15415.43	01/11	1694	296	
01/21/16	BUDGET BILLING	12/17/15 01/20/16			\$483.00							
	** Budget Bill Detail **	Actual Bill Amount: 674.17				EB Deferred Amount: -198.79						
01/21/16	Regular Bill											
02/17/16	Late Payment Charge				\$218.53		\$16589.05	\$16106.05	02/12	2453	410	
02/19/16	BUDGET BILLING	01/20/16 02/18/16			\$483.00							
	** Budget Bill Detail **	Actual Bill Amount: 302.77				EB Deferred Amount: -371.02						
02/19/16	Regular Bill											
02/24/16	Budget Bill Settlement						\$17291.38	\$16808.38	03/14	876	214	
02/24/16	BUDGET BILLING	02/18/16 02/23/16			\$355.04							
	** Budget Bill Detail **	Actual Bill Amount: 15.98				EB Deferred Amount: 0.00						

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
02/24/16	Regular Bill											
03/23/16	Late Payment Charge				\$223.32		\$16936.34	\$16234.81	03/17	74	2	
03/23/16	Late Payment Charge				\$7.25							
03/24/16	Transfer											
Final Bill Balance						\$17166.91						

EXHIBIT "2"

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Eric Hudson

v.

PECO Energy Company

:
:
:
:
:

C-2014-2418563

INITIAL DECISION

Before
Cynthia Williams Fordham
Administrative Law Judge

HISTORY OF THE PROCEEDING

The Complainant alleged that the Respondent failed to accept his medical certificates or give him a payment arrangement. The complaint is dismissed because the Complainant failed to sustain his burden of proof.

On April 28, 2014, Eric Hudson ("Hudson" or "Complainant") filed a formal complaint against PECO Energy Company ("PECO" or the "Respondent") alleging, the following among other things: 1) that the Respondent is threatening to shut off his service; 2) that he wants a payment arrangement; 3) that his family has experienced unexpected financial hardships due to injuries and the loss of employment; 4) that he attempted to work out a payment plan on the outstanding balance; 5) that the Respondent refuses to keep the arrangement that he was given on March 26, 2014; 6) that he needs electricity at his residence because his son has chronic asthma and must use doctor-ordered nebulizer treatments multiple times a day; and 7) that the Respondent failed to accept the medical certification that was submitted. The Complainant wants the Commission to do the following: give him a reasonable payment plan on

the outstanding Customer Assistance Program ("CAP") arrears and prevent termination of his service.

On May 9, 2014, the Respondent filed an answer. The Respondent explained that the Complainant was a CAP customer from February 14, 2007, to April 14, 2008. The Complainant was removed from CAP because his income exceeded the amount for eligibility in the CAP program. On October 29, 2012, the Complainant was reenrolled in the CAP program. The Complainant's current balance contains CAP arrears. The Respondent stated that the Bureau of Consumer Services dismissed the Complainant's informal complaint at #003044528 (requesting a payment agreement) because the Commission cannot give an agreement on CAP arrears. A ten day termination notice was issued for a past due balance of \$12,281.20 on March 18, 2014. A utility report was issued to pay \$12,281.20 by April 4, 2014 to avoid termination. The Respondent contends that the Complainant is not entitled to a Commission issued payment agreement since the balance is comprised of CAP arrears. 66 Pa.C.S. § 1405(c). The Respondent stated that the Complainant's balance was \$13,507.73 when the answer was filed.

By hearing notice dated May 12, 2014, this case was assigned to the undersigned and the hearing was scheduled for Thursday, July 10, 2014 at 1:30 p.m.

A Prehearing Order, dated June 12, 2014, was sent to the parties.

A hearing was held in this matter in the Philadelphia Regional Office on Thursday, July 10, 2014 at 1:30 p.m., before Administrative Law Judge Cynthia Williams Fordham. This was one of the call of the docket cases assigned for that afternoon. When the undersigned went on the record at 1:46 p.m., Mr. Hudson had not arrived. Shawane L. Lee, Esquire, represented the Respondent. The Respondent's witness, Renee Tarpley, a senior regulatory assessor for the Respondent, was present, but she did not testify. Ms. Lee moved to dismiss the complaint. The Respondent's attorney and witness left the building. At 2:00 p.m., the undersigned was informed that Mr. Hudson was at the Regional Office for the hearing. He was delayed because there was an automobile accident on the highway. The undersigned called

PECO's office around 2:05 p.m. and talked to Ms. Lee's assistant. Since the Respondent was not available, the Complainant was informed that the hearing would be rescheduled.

By hearing notice dated August 12, 2014, the hearing was rescheduled for Tuesday, October 7, 2014.

The undersigned sent Prehearing Order #2 to the parties on September 3, 2014.

A hearing was held in this matter on Tuesday, October 7, 2014, in the Philadelphia Regional Office before Administrative Law Judge Angela T. Jones¹. The hearing was scheduled for 9:30 a.m. as one of the call of the docket cases for the morning. The Complainant, Eric Hudson, testified in support of the complaint. Shawane L. Lee, Esquire, represented the Respondent. The Respondent presented one witness, Renee Tarpley, a senior regulatory assessor for the Respondent, who sponsored twelve exhibits:

- PECO Exhibit 1 - the account statement for the period from May 2012 through September 2014;
- PECO Exhibit 2 - CAP History;
- PECO Exhibit 3 - Collection History from May 2010 through September 2014;
- PECO Exhibit 4 - Payment Agreement History;
- PECO Exhibit 5 - Medical Certificate History from June 2011 through October 2014;
- PECO Exhibit 6 - Financial Information History from June 2011 through September 2014;
- PECO Exhibit 7 - Bureau of Consumer Services Decision #002394258, dated August 12, 2008;
- PECO Exhibit 8 - Bureau of Consumer Services Decision #002720187, dated August 7, 2010;
- PECO Exhibit 9 - Bureau of Consumer Services Decision #003044528, dated November 21, 2012;
- PECO Exhibit 10 - Formal Complaint Form at Docket No. C-2011-2247713;
- PECO Exhibit 11 - Hearing Notice for Docket No. C-2011-2247713; and
- PECO Exhibit 12 - Letter dated October 17, 2011, from Respondent's counsel stating settlement terms for C-2011-2247713.

¹ ALJ Jones agreed to hear the case because ALJ Fordham was unavailable.

The record in this case consists of 92 page transcript and twelve exhibits. The record closed on November 17, 2014, when the transcript was received.

FINDINGS OF FACT

1. The Complainant is Eric Hudson, 400 Jacobs Court, Exton, PA 19341.
2. The Respondent in this proceeding is PECO Energy Company.
3. The Complainant has a residential electric and gas account with the Respondent (Tr. 13, 41; PECO Ex. 1).
4. The Complainant's wife, daughter and son live with him at the service address (Tr. 28).
5. Prior to 2005, the Complainant's wife and daughter were injured in an automobile accident (Tr. 14, 32, 33).
6. The Complainant's son has chronic asthma (Tr. 14, 15).
7. In the Bureau of Consumer Services Decision (#2065352), dated June 26, 2006 the Complainant was given a payment agreement requiring him to pay his budget payment plus \$317.00 a month on the arrearage (Tr. 30, 31, PECO Ex. 4).
8. On February 14, 2007, the Complainant enrolled in PECO's Customer Assistance Program (CAP). The Complainant was placed on CAP Tier E based on a monthly gross income of \$2,188.00 for four people (Tr. 15; PECO Ex. 2).
9. When the Complainant enrolled in CAP, the Respondent set aside the Complainant's account balance of \$8,619.67 for possible future forgiveness (Tr. 48, 49; PECO Ex. 2).

10. On December 27, 2007, the Respondent forgave the Complainant's pre-program arrears in the amount of \$8,619.67 (Tr. 48, 49; PECO Ex. 2).
11. On April 14, 2008, the Respondent removed the Complainant from the CAP program because his gross monthly income of \$5,200.00 placed him over the income limit for a 4-person household under the CAP program (Tr. 30, 49; PECO Ex. 8).
12. In BCS decision report dated August 12, 2008, (#002394258) the informal complaint was dismissed because the \$5,992.45 balance included CAP arrearages (Tr. 70; PECO Ex. 7).
13. The Respondent terminated the Complainant's service on May 10, 2010 (PECO Ex. 3).
14. The Respondent restored the Complainant's service after it received a medical certificate on May 10, 2010 (PECO Ex. 3).
15. The Complainant filed a second medical certificate on June 17, 2010 (Tr. 35, 70; PECO Exs. 3, 5).
16. In the BCS decision report dated August 7, 2010, (#002720187) the informal complaint was dismissed because the \$16,523.69 balance included CAP arrearages (Tr. 57, 70; PECO Ex. 8).
17. The Complainant filed a formal complaint at Docket No. C-2010-2192853 on August 11, 2010 requesting a payment arrangement and alleging that his bills were incorrect (Tr. 58; PECO Ex. 3).
18. The Complainant's formal complaint at Docket No. C-2010-2192853 was dismissed in Administrative Law Judge Christopher Pell's Initial Decision, dated February 24, 2011 (Tr. 9, 58; PECO Ex. 14).

19. In its Order entered on May 9, 2011, the Commission upheld ALJ Pell's dismissal of the complaint at Docket No. C-2010-2192853 (PECO Ex. 3).
20. On June 21, 2011, the Complainant filed a formal complaint at Docket No. C-2011-2247713 (Tr. 16, 17, 58; PECO Ex. 3).
21. The Complainant filed a medical certificate on June 28, 2011 (Tr. 35, 70; PECO Exs. 3, 5).
22. During the December 1, 2011 hearing for the formal complaint at Docket No. C-2011-2247713, the parties reached a settlement. The Complainant was given a payment arrangement on the \$18,447.71 outstanding balance. The Complainant was required to pay \$5,534.31 by October 31, 2011, and then pay \$1,173.00/month plus budget billing (\$524.00) for 11 months (Tr. 18, 58; PECO Exs. 10, 11, 12).
23. On October 29, 2012, the Complainant was reenrolled in the CAP Program at Tier D-1 based on an income of \$1,638.00 (unemployment comp) for two adults and two children (Tr. 30, 49, 50; PECO Exs. 3, 6).
24. When he reenrolled in CAP, the Respondent gave the Complainant a company-issued payment agreement which required him to pay the budget bill plus \$141.09 per month on the arrearage for 60 months. The Complainant's account balance was \$8,465.70 (Tr. 50; PECO Exs. 3, 4).
25. In the BCS decision report dated November 21, 2012, (#003044528) the informal complaint was dismissed pursuant to 66 Pa.C.S § 1405(c) because he was a current CAP customer \$8,690.78 balance (Tr. 16, 71; PECO Ex. 9).
26. The Complainant defaulted on the company issued agreement on December 11, 2012 (Tr. 50; PECO Ex. 1).

27. The Complainant made three payments between May and December 2012. The May 15, 2012 payment was for \$1,680.00 and the payments on July 10, 2012 and July 18, 2012 were for \$1,630.00 (PECO Ex. 1).
28. On May 1, 2013, the Respondent gave the Complainant a company-issued payment agreement on his \$9,293.34 balance. He was required to pay \$154.89 per month plus the budget bill (Tr. 51, 54; PECO Ex. 4).
29. The Complainant defaulted on the agreement on June 17, 2013 (Tr. 54; PECO Ex. 1).
30. The Complainant started working again in July 2013 (Tr., 18, 19).
31. The Respondent reinstated the May 1, 2013 agreement on July 5, 2013 (Tr. 54; PECO Ex. 1).
32. The Complainant defaulted on the agreement on August 14, 2013 (Tr. 55; PECO Ex. 1).
33. The Respondent reinstated the May 1, 2013 agreement again on September 3, 2013 (Tr. 55; PECO Ex. 1).
34. The Complainant defaulted on the agreement on October 14, 2013 (Tr. 55; PECO Ex. 1).
35. The Complainant filed a medical certificate on October 31, 2013 (Tr. 35, 70; PECO Exs. 3, 5).
36. The Complainant made six payments in 2013. He paid \$1,000.00 on April 9; \$1,200.00 on April 30; \$630.89 on July 8; \$485.46 on July 23; \$638.03 on September 3; and \$485.46 on September 30 (PECO Ex. 1).

37. The Complainant filed a formal complaint at Docket No. C-2014-2418563 on April 28, 2014 (PECO Ex. 3).

38. On August 19, 2014 the Respondent terminated the Complainant's service (PECO Ex. 3).

39. The Complainant paid \$1,423.00 on August 21, 2014 for restoration. The service restored the same day (PECO Ex. 3).

40. The Respondent rejected the medical certificate that the Complainant filed on October 3, 2014 (Tr. 35, 68-70; PECO Exs. 3, 5).

41. In addition to the restoration payment, the Complainant made three payments in 2014. He paid \$238.34 on May 30, \$1423.35 on August 21 and \$446.00 on September 30 (PECO Ex. 1).

42. At the time of the hearing, the Complainant's gross monthly income was \$9,160.00. His wife, son and daughter live with him (Tr. 24, 25).

43. At the time of the hearing, the Complainant's balance for his electric and gas accounts was \$13,565.26 (Tr. 48; PECO Ex. 1).

DISCUSSION

Pursuant to Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), the burden of proof is on the proponent of a rule or order. In this proceeding, the Complainant is the proponent of a rule or order. Therefore, the Complainant bears the burden of proving by a preponderance of the evidence that the Respondent has violated the Public Utility Code or a regulation or order of the Commission. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 834 (1950). The Complainant must show that the utility is responsible or accountable for the

problem described in the complaint. *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976).

The record in this proceeding must be reviewed to determine whether the Complainant has satisfied his burden of proof. If the burden of proof has been satisfied, then it must be determined whether the Respondent has submitted evidence of "co-equal" value or weight to refute the Complainant's evidence. If this has occurred, the burden of proof has not been satisfied, unless the Complainant presented additional evidence. *Morrissey v. Pa. Dept. of Highways*, 424 Pa. 87, 225 A.2d 895 (1967).

In addition to determining whether the Complainant has satisfied his burden of proof, the Commission's decision must be supported by substantial evidence. 2 Pa.C.S. § 704. The term "substantial evidence" has been defined by various Pennsylvania courts as such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. Substantial evidence is more than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa.109, 413 A. 2d 1037 (1980); *Murphy v. Dept. of Public Welfare*, 85 Pa. Cmwith. 23, 480 A.2d 382 (1984).

Medical Certifications

The Complainant indicated that his wife, daughter and son have health problems and that he would like to submit a medical certification.

The pertinent regulations are found in 52 Pa.Code §§ 56.112-56.116. Sections 56.114 and 56.116 provide as follows:

§ 56.114. Length of postponement; renewals.
Service may not be terminated for the time period specified in a medical certification; the maximum length of the certification shall be 30 days.

(1) *Time period not specified.* If no length of time is specified or if the time period is not readily ascertainable, service may not be terminated for at least 30 days.

(2) Renewals. Certifications may be renewed in the same manner and for the same time period as provided in §§ 56.112 and 56.113 (relating to postponement of termination pending receipt of certificate; and medical certifications) and this section if the customer has met the obligation under § 56.116 (relating to duty of customer to pay bills). In instances when a customer has not met the obligation in § 56.116 to equitably make payments on all bills, the number of renewals for the customer's household is limited to two 30-day certifications filed for the same set of arrearages. In these instances the public utility is not required to honor a third renewal of a medical certificate and is not required to follow § 56.118(3) (relating to right of public utility to petition the Commission). The public utility shall apply the dispute procedures in §§ 56.151 and 56.152 (relating to public utility company dispute procedures). When the customer eliminates these arrearages, the customer is eligible to file new medical certificates.

§ 56.116. Duty of customer to pay bills.
Whenever service is restored or termination postponed under the medical emergency procedures, the customer shall retain a duty to make payment on all current undisputed bills or budget billing amount as determined under § 56.12(7) (relating to meter reading; estimated billing; customer readings).

Emphasis added.

The Respondent accepted the medical certificates that the Complainant submitted on June 17, 2010, June 28, 2011 and October 31, 2013. However, the Respondent rejected the medical certificate the Complainant submitted on October 3, 2014 (Tr. 68-70; PECO Ex. 5). The Respondent explained that the Complainant failed to make the required payments after the second renewal. Therefore, the Respondent will not accept additional medical certificates from the Complainant until the past due balance is paid in full (Tr. 68-70; PECO Ex. 5).

Since the Complainant has not complied with the requirement in 52 Pa.Code § 56.116 to pay his bills, the number of renewals for the customer's household is limited to two certificates filed for the same set of arrearages. Therefore, the Respondent is not required to honor a third renewal of the medical certificate.

Payment arrangement

The Complainant has requested a payment arrangement. The Respondent argued that he is not entitled to a payment arrangement.

The Commission follows the rules set forth in the Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401 *et seq.*, when it addresses payment arrangements. Section 1405(c) relates to payment arrangements for customers on the customer assistance programs. It reads as follows:

(c) Customer assistance programs.—Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements² negotiated or approved by the commission.

In this case, the Complainant's CAP arrearage is \$11,647.09 and the non-CAP arrearage is \$1,918.17 (Tr. 64). Consequently, the Commission cannot give the Complainant a payment arrangement on the \$11,647.09 CAP arrearage.

Section 1405 (d)-(f) provide guidelines for determining whether a payment arrangement can be issued and the length of the payment arrangement. Those sections provide:

(d) Number of payment arrangements.—Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

(e) Extension of payment arrangements.—If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

² In Act 155 of 2014, the word agreement in 66 Pa.C.S. § 1405 was changed to arrangement. Act 155 became effective December 22, 2014.

(f) Failure to comply with payment arrangement.--Failure of a customer to comply with the terms of a payment arrangement shall be grounds for a public utility to terminate the customer's service. Pending the outcome of a complaint filed with the commission, a customer shall be obligated to pay that portion of the bill which is not in dispute and subsequent bills which are not in dispute.

Although Section 1405(c) of the Public Utility Code, 66 Pa.C.S. § 1405(c), prohibits the Commission from setting a payment arrangement on an arrearage accrued under customer assistance program rates, when a Complainant has a mixed arrearage, the Commission may bifurcate the arrearage and establish a payment arrangement on the non-CAP arrearage. Nevertheless, the Commission is not required to set a payment arrangement on a bifurcated arrearage and may decline to do so if the Complainant has exhibited a poor payment history and inability to keep prior payment agreements with the company. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 (Order entered September 12, 2013). Since the Commission can only give a limited number of payment agreements, a payment agreement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest. *Joy Turner v Philadelphia Gas Works*, C-2013-2388319 (Order Entered June 19, 2014).

The record demonstrates that the Complainant was given a payment arrangement by the Bureau of Consumer Services in June 2006. The Complainant did not keep the payment arrangement (PECO Ex. 4). The balance was forgiven under CAP (Tr. 48, 49; PECO Ex. 2).

The Respondent's witness listed several payment arrangements that the Respondent gave the Complainant (Tr. 51-56; PECO Ex. 4). The Complainant defaulted on all of the payment arrangements (PECO Ex. 4).

In addition, in the Commission's Order in *Hudson v. PECO Energy Company*, Docket No. C-2010-2192853 (Order entered May 9, 2011), the Commission stated the following:

With regard to the Complainant's request for a second Commission-issued payment arrangement, we note that the Public Utility Code (Code) provides that "absent a change in income, the Commission shall not establish or order a public utility to establish

a second or subsequent payment agreement if a customer has defaulted on a previous payment agreement." With the exception of instances where there has been a change of income, the Commission has interpreted Section 1405(d) of the Code to allow it to establish only one payment agreement per customer. Chapter 14 Implementation, October 31, 2005). In his third Exception, the Complainant argues that a second Commission-issued payment arrangement is warranted because his income was reduced in 2006. Even if the Complainant's income was reduced after his original Commission-issued payment arrangement, the record shows that since that time, his income has increased to a level in which he is currently earning approximately \$150,000 annually. Based on the amount of his current income, we find that a second Commission-issued payment arrangement is not warranted at this time. As such, we shall also deny the Complainant's third Exception.

(Order at 5, 6).

In this case, the Complainant's past due balance is \$13,565.26 and the non-CAP arrearage is \$1,918.17. In 2011, the Commission did not give him a payment agreement based on his payment history and income. The Complainant's current income is \$109,920.00 annually. In light of the Commission's decision in his prior formal complaint, his poor payment history and history of default, the request for a payment arrangement is denied. See *Joy Turner v. Philadelphia Gas Works*, C-2013-2388319; *Hudson v. PECO Energy Co.*, C-2010-2192853, *supra*.

March 26, 2014 Payment arrangement

The Complainant testified that a PECO representative gave him a payment arrangement on March 26, 2014 when he called. The arrearage was \$4,527.00 and the down payment of \$1,000.00 was due by March 28, 2014 (Tr. 20). He said that when he called on March 28, 2014, to make the payment, he was told that the payment arrangement did not meet the Respondent's requirements (Tr. 21).

Renee Tarpley, a senior regulatory assessor for the Respondent, testified that the Complainant called the credit department on March 25, 2014 and was informed that he needed to

pay \$4,226.98 to get back on the payment agreement (Tr. 60). She stated that he contacted the CAP Rate Department on September 24, 2014, and was told that to pay \$1,000.00 on the balance that accrued between the date that the current complaint was filed and September 2014 (Tr. 61, 62). However, if the customer's balance is over \$7,500.00, the agreement must be approved by the Respondent's Revenue Management Department (Tr. 61). The Revenue Management Department did not approve the agreement (Tr. 63).

The account statement clearly indicates that the Complainant did not have a \$4,527.00 balance in March 2014. Therefore, Ms. Tarpley's testimony regarding the \$1,000.00 payment is more plausible. Nevertheless, she explained that the payment arrangement was not approved by the Revenue Management Department. Based on the evidence in the record the denial did not violate the Public Utility Code or the Commission's regulations.

Prevent termination

The Complainant requested that the Commission prevent the Respondent from terminating his service. However, the Complainant is required to pay his bill. Even if the Commission gave him a payment arrangement on the \$1,918.17 non-CAP arrearage, he still has a \$11,647.09 CAP arrearage. Therefore, the Commission will not prevent the Respondent from terminating his service.

The Complainant has failed to sustain his burden of proof. The Complainant has not demonstrated that he is eligible for medical certificates or that he is entitled to a payment arrangement.

Accordingly, the complaint is dismissed in its entirety.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding. 66 Pa.C.S. § 701.

2. That the Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

3. That the Complainant failed to sustain his burden of proof.

4. When a customer has not met the obligation in 52 Pa.Code § 56.116 to equitably make payments on all bills, the number of renewals for the customer's household is limited to two 30-day certifications filed for the same set of arrearages. 52 Pa.Code § 56.114.

5. Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission. 66 Pa.C.S § 1405 (c).

6. Since the Commission can only give a limited number of payment agreements, a payment agreement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest. *Joy Turner v Philadelphia Gas Works*, C-2013-2388319 (Order Entered June 19, 2014).

7. That the Complainant failed to sustain his burden of proof.

EXHIBIT "3"

CUM030

PG&E Account Activity Statement

Date: 07/11/16
Page: 1 of 1

*** Account Information ***

Account Number: 48190-66068
Account Status: Active
Requested By: ERIC B HUDSON
(610)260-3590 Extension:
Mail To: ERIC B HUDSON
15 GREENLEAF CT
THORNDALE PA 19372

*** Current Account Status ***

Current Bill: \$220.33
Billed Prior: \$17756.50
Balance Due: \$17984.91
Service Address: 15 GREENLEAF CT
THORNDALE PA 19372
Credit Amount: \$0.00
Deposit Requested: \$0.00
Deposit On-Hand: \$0.00
Meter Bill Gp: 08
Rate: Gas Residential Heating Service
Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	FRAD	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARDED	DUE DATE	KWH	CCF	KN
01/11/16	CONNECTION CHARGE - STANDARD				\$5.00							
01/11/16	Regular Bill						\$5.00		03/02			
01/19/16	Transfer Debit											
01/31/16	Transfer Debit				\$208.42							
02/10/16	GAS SERVICE	01/09/16 02/10/16	6864	018860314	\$483.00							
02/10/16	ELECTRIC SERVICE	01/09/16 02/10/16	8424	121909913	\$184.70							
02/10/16	Regular Bill				\$137.69							
02/17/16	Transfer Debit						\$328.39	\$5.00	03/03	853	247	
02/19/16	Transfer Debit				\$210.53							
03/07/16	GAS SERVICE	02/10/16 03/07/16	6748	018860314	\$483.00							
03/07/16	ELECTRIC SERVICE	02/10/16 03/07/16	9138	121909913	\$146.63							
03/07/16	Regular Bill				\$113.65							
03/08/16	Late Payment Charge						\$580.67	\$328.39	03/29	714	190	
03/24/16	Former Address				\$4.84							
04/05/16	GAS SERVICE				\$17166.91							
04/05/16	ELECTRIC SERVICE	03/07/16 04/05/16	9927	121909913	\$128.03							
04/05/16	Late Payment Charge				\$8.75							
04/05/16	Regular Bill											
04/06/16	Late Payment Charge						\$17973.04	\$17769.37	04/27	789	92	
04/06/16	Payment				\$8.75	\$139.00						
04/06/16	Late Payment Charge				\$3.91							
05/02/16	Payment				\$593.00							
05/03/16	Late Payment Charge											
05/04/16	GAS SERVICE	04/05/16 05/04/16	6917	018860314	\$221.37							
05/04/16	ELECTRIC SERVICE	04/05/16 05/04/16	10042	121909913	\$72.00							
05/04/16	Regular Bill				\$143.63							
06/06/16	GAS SERVICE	05/04/16 06/06/16	6982	018860314	\$61.18		\$17488.68	\$17272.37	05/26	915	83	
06/06/16	ELECTRIC SERVICE	05/04/16 06/06/16	12239	121909913	\$207.32							
06/06/16	Regular Bill											
07/05/16	GAS SERVICE	06/06/16 07/05/16	6994	018860314	\$20.67		\$17756.50	\$17488.00	06/28	1397	67	
07/05/16	ELECTRIC SERVICE	06/06/16 07/05/16	13632	121909913	\$207.66							
07/05/16	Regular Bill											
Account Balance \$18,213.54							\$17984.91	\$17756.50	07/27	1393	12	

PG&E ENERGY EXHIBIT

EXHIBIT "4"

July 11, 2016

BCS Decision Report

BCS Case #: 003441301
Customer Name: ERIC HUDSON
Service Address: 15 GREENLEAF

Open Date: 2016-05-18

BCS Bill Account #: THORNDALE, PA 19372
4815066065
Violation Type: NO
Decision Type:
Investigator Name: MARIE KENNEDY

Previous Case #:
Chapter Type:
Section / Rule:

Decision Issued Date: 2016-06-17
Case Closed Date: 2016-06-15

Letter Description:
CAP REVIEWED/NO DECISION/BALANCE

Total Balance: \$17488.08
Amount to Restore Service: \$0.00
Date Payment Due:
Special Budget Payment: \$0.00
Plus Arrears Payment: \$0.00
Current Monthly Payment: \$0.00
Payment Terms:

Balance Date: 2016-05-24
Amount to Continue Service: \$0.00
Regular Budget Amount: \$0.00
Final Bill Monthly Payment: \$0.00
End of Month Payment: \$0.00

PAR Description:

Resolution Description:
DISMISSAL LETTER ISSUED - CASE DISMISSED PER 1405 C

EXHIBIT "5"

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

*Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an informal complaint.*

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number.

Name Eric Hudson

Street/P.O. Box 400 Jacobs Court Apt #

City Exton State PA Zip 19341

County Chester

Telephone Number(s) Where We Can Contact You During the Day:

() (home) (484) 885-6383 (mobile)

E-mail Address (optional):
ehudson88@hotmail.com

Utility Account Number (from your bill) 11008-01605

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name N/A

Street/P.O. Box

City State Zip

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO Energy

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- X ELECTRIC WASTEWATER/SEWER
X GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

X The utility is threatening to shut off my service or has already shut off my service.

X I would like a payment agreement.

Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

x Other (explain).
PLEASE SEE ATTACHMENT

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only

My family has experienced unexpected financial hardships as a result of injuries sustained in an automobile accident and the loss of employment. Although I continue to work with my creditors on payment arrangements that are affordable based on my current and ongoing financial situation, I am in need of assistance with a payment plan on my outstanding PECO bill.

I have attempted to work out a payment plan with PECO on the outstanding amount due with no success. On March 28, 2014, I spoke with Maria in Collections regarding the CAP arrears amount of \$4527 and she confirmed I could pay in separate payments over a two month period. However, when I called back to make the first payment on March 28, 2014, I was told that this arrangement could no longer be confirmed. When I requested the reason for this renege to the original agreement, I was told this payment arrangement did not "meet PECO requirements" and have not received any further clarification verbally or in writing (as requested). I have on multiple occasions requested that PECO stand by their original arrangements on the CAP arrears confirmed by Collections on March 28th. However, at this time, I have had no success making any further arrangements. Unfortunately, I am unable to pay this amount at this time while also maintaining my current household and medical expenses.

In addition, I have made PECO aware that electricity at my residence is critical as my son has chronic asthma and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I also formally applied for 'Medical Certification' based on this critical (life sustaining) medical circumstance and a medical certification was completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements.

Therefore, I am respectfully requesting assistance in setting up a payment plan for the outstanding CAP arrears that is reasonable and affordable based on my existing financial situation and that any and all termination of service be discontinued.

local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or internet service, but may be able to resolve a dispute regarding voice communications over the internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

As previously mentioned, my family has experienced unexpected financial hardships as a result of injuries and the loss of employment. Although I continue to work with my creditors on payment arrangements that are affordable based on my current and ongoing financial situation, I am in need of assistance with a payment plan on my outstanding PECO bill.

I have attempted to work out a payment plan with PECO on the outstanding amount due with no success. On March 28, 2014, I spoke with Maria in Collections regarding the CAP arrears amount of \$4527 and she confirmed I could pay in separate payments over a two month period. However, when I called back to make the first payment on March 28, 2014, I was told that this arrangement could no longer be confirmed. When I requested the reason for this renege to the original agreement, I was told this payment arrangement did not "meet PECO requirements" and have not received any further clarification verbally or in writing (as requested). I have on multiple occasions requested that PECO stand by their original arrangements on the CAP arrears confirmed by Collections on March 28th. However, at this time, I have had no success making any further arrangements. Unfortunately, I am unable to pay this amount at this time while also maintaining my current household and medical expenses.

In addition, I have made PECO aware that electricity at my residence is critical as my son has chronic asthma and must use doctor-ordered nebulizer treatments multiple times on a daily basis. Per PECO Customer Service, I also formally applied for 'Medical Certification' based on this critical (life sustaining) medical circumstance and a medical certification was completed by my son's doctor within 24 hours of the request to PECO. However, the request was not processed even though all of the required information was provided to PECO per their stated requirements.

Therefore, I am respectfully requesting assistance in setting up a payment plan for the outstanding CAP arrears that is reasonable and affordable based on my existing financial situation and that any and all termination of service be discontinued.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES
NO X

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES
NO X

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES X
NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

However, if you are interested in receiving legal representation, you may contact the Widener Harrisburg Civil Law Clinic located at 3605 Vartan Way, Harrisburg, PA 17110, by phone at 717-541-0320 or via email at lawclinicb@mail.widener.edu.

For additional information see Widener Harrisburg's Civil Law Clinic's website <http://law.widener.edu/Academics/ClinicalProgramsandProfessionalTraining/Clinics/HarrisburgCivilLawClinic.aspx>. Based on your income, legal representation may be available to you at no cost or a reduced fee.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____
Street/P.O. Box _____
City _____ State _____ Zip _____
Area Code/Phone Number _____
E-mail Address (if known) _____


Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I, Eric Hudson, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



(Signature of Complainant)

4/27/14

(Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at www.puc.pa.gov/eFiling/default.aspx.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.