

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Victor Morales,
v.
PPL Electric Utilities
Telephonic hearing

Docket No.: ~~F-01658966~~

F-01648966

DOCUMENT

State Office Building
1400 Spring Garden Street
13th Floor
Philadelphia, PA

December 21, 2004
Commencing at 10:08 a.m.

BEFORE:

MARLANE R. CHESTNUT, Administrative Law Judge

APPEARANCES:

Victor Morales, Pro Se
Complainant

ORIGINAL

KIMBERLY KRUPKA, Esquire
Gross, McGinley, LeBarre & Eaton, LLP
33 South 7th Street
P.O. Box 4060
Allentown, PA 18105
For the Respondent

RECEIVED

JAN 11 2005

REPORTER: ALICIA BRANT PA PUBLIC UTILITY COMMISSION
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JAN 13 2005

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WITNESS

DIRECT

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P R O C E E D I N G S

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3 JUDGE MARLANE R. CHESTNUT:

4 This is the hearing scheduled at Docket
5 Number F-01658966, Victor Morales versus PPL Electric
6 Utilities Corporation. For the records, I am
7 Administrative Law Judge Marlane R. Chestnut. I would
8 like each of you to identify yourselves for the record
9 by stating your name, your address and your telephone
10 number. I will start with you, please, Mr. Morales.

11 MR. MORALES:

12 Victor Morales, 921 North 6th Street,
13 Apartment Two, Allentown, Pennsylvania. Phone number
14 484-951-5901.

15 JUDGE:

16 Thank you. Ms. Krupka?

17 ATTORNEY KRUPKA:

18 My name is Kimberly Krupka. I'm Counsel
19 for PPL. My office address is 33 South 7th Street,
20 Allentown, Pennsylvania, 18105. And my telephone
21 number is 610-820-5450. I also have a PPL witness
22 with me today. Would you like her to state her name
23 and address?

24 JUDGE:

25 Not yet. We can get to that later. Mr.

1 Morales, I didn't receive any exhibits from you; is
2 that correct?

3 MR. MORALES:

4 I'm sorry?

5 JUDGE:

6 I did not receive any exhibits from you.

7 MR. MORALES:

8 No, you didn't.

9 JUDGE:

10 Okay. Ms. Krupka, by cover letter dated
11 December 15th, 2004 I received a packet of seven
12 proposed exhibits; is that correct?

13 ATTORNEY KRUPKA:

14 Yes.

15 JUDGE:

16 You're going to have to speak up. The
17 court reporter is here, okay, and it's hard for her to
18 hear sometimes. So make sure you both speak up as
19 much as you can. Now, Mr. Morales, why did you file
20 this complaint?

21 MR. MORALES:

22 Well, the man was saying that back in, I
23 think it was April ---.

24 JUDGE:

25 Well wait. Let's not go into too much

1 detail. I want to make sure I understand something
2 here, though. You understand why this amount was put
3 in your name; right?

4 MR. MORALES:

5 Yeah, because the overload.

6 JUDGE:

7 Because of the law that requires it.
8 You're not contesting that; are you?

9 MR. MORALES:

10 Well, no, I'm not contesting that. I'm
11 contesting why didn't they put on previously, not all
12 of a sudden.

13 JUDGE:

14 Well, I'm sure that Ms. Krupka can
15 explain that to you. I mean, if it's the delay in
16 putting it into your name; is that what you're
17 complaining about?

18 MR. MORALES:

19 Yeah, because what happened was ---.

20 JUDGE:

21 Well, wait. I don't want you to testify
22 yet; okay?

23 MR. MORALES:

24 Okay.

25 JUDGE:

1 I just want to see if it's worthwhile,
2 perhaps, giving you and Ms. Krupka a chance to talk
3 about this to see if you can resolve it amongst
4 yourselves.

5 MR. MORALES:

6 Okay.

7 JUDGE:

8 Is that okay with you, Ms. Krupka?

9 ATTORNEY KRUPKA:

10 Yes, that would be good, Your Honor.

11 JUDGE:

12 Okay. Mr. Morales, what that means is
13 that I will remove myself from here. The court
14 reporter will not take down what is being said, so
15 that you can discuss this with her and her witness off
16 the record to see if you can resolve it.

17 MR. MORALES:

18 Okay.

19 JUDGE:

20 If you can't, then we'll go ahead and
21 have the hearing. Okay?

22 MR. MORALES:

23 Okay.

24 JUDGE:

25 Take as much time as you need. Thank

1 you.

2 OFF THE RECORD

3 JUDGE:

4 We'll go back on the record. I gave the
5 parties a chance to resolve this. Ms. Krupka, do you
6 want to report on that, please?

7 ATTORNEY KRUPKA:

8 Yes, Your Honor. We did take the
9 opportunity and we spoke with Mr. Morales.
10 Unfortunately, we were unable to reach a resolution.

11 JUDGE:

12 Oh, I'm sorry to hear that, Mr. Morales.
13 You have the burden of proof here, and you have to
14 show somehow that that bill was incorrect. You
15 understand that; don't you?

16 MR. MORALES:

17 Yes.

18 JUDGE:

19 All right.

20 -----
21 VICTOR MORALES, HAVE FIRST BEEN DULY SWORN, TESTIFIED
22 AS FOLLOWS:
23 -----

24 JUDGE:

25 Go ahead.

1 A. Okay. I told PPL my main concern is that ---
2 going to PPL, back in 2001, I received bills on a
3 monthly basis until September, which I never ---.
4 They told me that I called to disconnect the service.
5 Now, ---.

6 JUDGE:

7 Did you or didn't you? Did you call in
8 September 2002?

9 A. I didn't call, but according to PPL I did. And
10 now they disconnected the service downstairs. No
11 problem. They said that I owe \$789, something like
12 that. And they say, okay, we're going to cut your
13 service, no problem. Now, and they say it was usage
14 from that time 'til April of 2004. Because the day
15 that I called to disconnect the service, I was never
16 billed. I never received a monthly bill.

17 JUDGE:

18 Well, you understand you're still liable,
19 even if you didn't get a bill; don't you?

20 A. But if --- how can I be liable if I didn't receive
21 a bill?

22 JUDGE:

23 It doesn't matter. If you're liable ---
24 the fact that they failed to bill you may be a
25 violation of the Commission's regs, but that doesn't

1 mean you're not liable for the service that was
2 consumed.

3 A. But I was not living in there.

4 JUDGE:

5 Well, you're the landlord, you know that.

6 A. Yeah, I'm the landlord, but I should have been
7 billed on a monthly basis.

8 JUDGE:

9 But the fact that you didn't get billed
10 does not absolve you of liability; do you understand
11 that?

12 A. No, I don't. Because why would it --- the tenant
13 should have switched it over to me, and according to
14 them I called to disconnect the service. The service
15 should have been off.

16 JUDGE:

17 Well, you understand that they found
18 foreign wiring there, and that as the landlord, you're
19 responsible. Did you correct the foreign wiring
20 problem and notify PPL?

21 A. I'm sorry?

22 JUDGE:

23 Did you correct the foreign wiring
24 problem and notify PPL in writing?

25 A. They came into inspect it and ---.

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JUDGE:

I'm sorry. Was that yes or no?

A. It was fixed, yeah.

JUDGE:

Did you notify PPL?

A. Yes. They came to inspect it.

JUDGE:

Do you have something to confirm that?

A. I'm sorry?

JUDGE:

Do you have something to confirm that?

A. The PPL people to confirm that.

JUDGE:

Well, you've got the burden of proof here, Mr. Morales, not PPL.

A. Well, they came to have a paper that say that the foreign wire was fixed.

JUDGE:

And when was that?

A. They came like a month and a half ago.

JUDGE:

Be more specific; can you?

A. I don't have an exact date.

JUDGE:

So the whole basis for your position here

1 is that you shouldn't be responsible because you
2 didn't get a bill?

3 A. Well, ---.

4 JUDGE:

5 Wait, wait. You understand that you are
6 liable up until PPL was aware that the foreign wiring
7 had been fixed?

8 A. Right.

9 JUDGE:

10 Which according to you, was a month and a
11 half ago.

12 A. No, but my question is this, according to PPL I
13 called to cut the service off. According to PPL, back
14 in 2001 the service was --- because of the foreign
15 wiring was switched to my name.

16 JUDGE:

17 Right.

18 A. Okay? I called PPL. I called in September to cut
19 the service off; right. Now, according to that news
20 and my bill, I was getting billed on a monthly basis.
21 I should have been billed on a monthly basis from
22 there on, but I have never received a bill since
23 September 2002.

24 JUDGE:

25 Okay. Again, it's unfertunate you didn't

1 get a bill for whatever reason, but you are still
2 liable.

3 A. Well, what ---?

4 JUDGE:

5 You still are going to have to pay.

6 A. How can I know that if I'm receiving a bill?

7 JUDGE:

8 It's a make-up. I mean, you got a
9 make-up bill.

10 A. No good. PPL was going to make me a bill. How
11 can I make up a bill for a tenant?

12 JUDGE:

13 You're responsible, not the tenant. You
14 understand that; right?

15 A. Well, it's the tenant's responsibility to turn off
16 the service?

17 JUDGE:

18 What? I'm sorry, I didn't hear you.

19 A. The tenant is responsible to turn off the service
20 of the apartment?

21 JUDGE:

22 No, you're responsible for the service in
23 that apartment until PPL is able to take it out of
24 your name. And that's not ---.

25 A. It was out of my name on September 2002.

1 JUDGE:

2 No, you didn't correct the foreign wiring
3 until a month and a half ago.

4 A. I'm not understanding you.

5 JUDGE:

6 Let me make sure I understand this, okay.
7 You were notified in --- let me see when that was.
8 You were notified in writing in January of 2002 that
9 there was a foreign wiring problem, and that you're
10 liable for the service ---

11 A. Right.

12 JUDGE:

13 --- until you notify PPL that the
14 situation has been corrected.

15 A. Correct.

16 JUDGE:

17 That was not corrected until a month and
18 a half ago.

19 A. Right.

20 JUDGE:

21 So you're liable for everything from then
22 until now ---

23 A. But PPL ---.

24 JUDGE:

25 --- whether you got a bill or not. Now,

1 it's unfortunate for whatever reason you didn't get a
2 bill, so you got a make-up bill. And I would assume
3 that PPL will give you the chance to spread that out
4 over time, so you don't have to pay it all at once.
5 Okay?

6 A. I mean, they're going to come around two years
7 later on and tell me you owe this much money?

8 JUDGE:

9 Yes. Sorry, but that's the way it is.
10 You're still liable for it. But to give you a break,
11 since you didn't get a bill, the Commission will let
12 them --- well, will permit you to have a payment
13 arrangement so you can pay it out over time.

14 Okay. Do you have anything else, or do
15 you have any questions, Mr. Morales?

16 A. Well, I'm still disputing that.

17 JUDGE:

18 What is it that you're disputing? I'm
19 just telling you the way it is. I mean, you have to
20 understand, I'm the Judge here.

21 A. Yeah. But ---.

22 JUDGE:

23 I'm not telling you anything that's
24 wrong.

25 A. What do you mean, it's not wrong?

1 JUDGE:

2 No, I'm telling you what I'm telling you
3 is correct. This is the way it is, and I don't
4 understand why you don't understand that.

5 A. Why I don't understand, why I ordinarily receive a
6 bill. That's my question.

7 JUDGE:

8 Okay. Well, I'm sure we'll find out.
9 But I'm telling you, it doesn't really matter why you
10 didn't get the bill.

11 A. Okay. I'm sorry. I'm sorry to interrupt you.
12 But if I owed the IRS money, they will bill me on a
13 monthly basis.

14 JUDGE:

15 Mr. Morales ---

16 A. On a monthly basis, regardless.

17 JUDGE:

18 --- it doesn't matter, okay? It just
19 doesn't matter. If you're liable, of course you
20 should get a bill every month, but if you don't, that
21 doesn't absolve you of liability.

22 A. Well, then they're going to tally up the extra and
23 all the things attached to it?

24 JUDGE:

25 Right. That's why I suggested you talk

1 to the company, because perhaps they could give you a
2 break. I mean, if I go ahead and have to decide this,
3 it's all or nothing. I either find that you're not
4 liable or I find that you are liable. I can't give
5 you a break on it. And that's why I thought you
6 should talk to the company, but apparently you weren't
7 able to come up with some agreement where they could
8 give you a break on how much you owe. Do you want to
9 talk to them again, now that I've explained things to
10 you?

11 A. Okay.

12 JUDGE:

13 Is that okay with you, Ms. Krupka? Is
14 there anything you want to add? I'm sorry.

15 ATTORNEY KRUPKA:

16 We're willing to speak to Mr. Morales to
17 see if we can come to resolution.

18 JUDGE:

19 I hope you can, because it seems like
20 he's an okay customer, and perhaps deserves a break.

21 ATTORNEY KRUPKA:

22 We'd like to help.

23 JUDGE:

24 Okay. Why don't you do that, then.

25 Thank you.

1 OFF THE RECORD

2 JUDGE:

3 Helic. This is Judge Chestnut again.
4 We'll go back on the record. I gave the parties an
5 additional chance to see if they could resolve this.
6 Ms. Krupka?

7 ATTORNEY KRUPKA:

8 Yes. I'm happy to report that we were
9 able to resolve this matter.

10 JUDGE:

11 Okay.

12 ATTORNEY KRUPKA:

13 And in terms of the terms of the
14 settlement agreement are that PPL will issue a credit
15 to Mr. Morales's account; to account activity number
16 2181003049 in the amount of \$150. Mr. Morales and PPL
17 have agreed that the amount due and owing to PPL shall
18 be paid as follows: his current bill plus \$50 per
19 month until all arrearages are paid in full, and
20 thereafter the current bill. And that upon that, Mr.
21 Morales has agreed to withdraw his complaint with
22 prejudice.

23 JUDGE:

24 Is that correct, Mr. Morales?

25 A. Yes.

1 JUDGE:

2 And Mr. Morales, let me tell you
3 something. I know this seems unfair to you, because
4 you didn't get bills, but there's really nothing I
5 could do here. So I'm glad you were able to resolve
6 it with the company. Because I couldn't have not
7 found you liable, but I couldn't have also taken
8 anything off of it. Do you understand?

9 A. Yes.

10 JUDGE:

11 Did Ms. Krupka explain the process to you
12 in terms of how this will be resolved?

13 A. Yes.

14 JUDGE:

15 She'll send a letter to the Commission
16 --- it's called a Certificate of Satisfaction; right,
17 Ms. Krupka?

18 ATTORNEY KRUPKA:

19 Correct.

20 JUDGE:

21 I know. FAX a copy to me as soon as you
22 can?

23 ATTORNEY KRUPKA:

24 I can have that out either today or
25 tomorrow.

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JUDGE:

As soon as you can would be great. And then you'll get a letter from the Commission saying that this has been resolved. I won't write a decision. Okay. Do you understand that, Mr. Morales?

A. Yes.

JUDGE:

Ms. Krupka, anything further?

ATTORNEY KRUPKA:

No, Your Honor.

JUDGE:

Again, I'm very glad you were able to resolve it and at least get some break on your bill, Mr. Morales. Okay. Thank you very much then. This hearing is adjourned.

* * * * *

HEARING CONCLUDED AT 11:40 A.M.

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C E R T I F I C A T E

I hereby certify that the
foregoing proceeding 12/21 Chestnut
was reported by me, that I have read this
transcript on 11/11/05, and I attest
that this transcript is a true and
accurate record of the proceeding.

Alice Bant

Court Reporter