

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Alan Haulman d/b/a AJH Pizza, Inc.	:	
	:	
v.	:	C-2014-2415273
	:	
Blue Pilot Energy, LLC	:	

INITIAL DECISION

Before
Dennis J. Buckley
Administrative Law Judge

This Initial Decision dismisses a formal Complaint filed by Alan Haulman d/b/a AJH Pizza, Inc. against Blue Pilot Energy, LLC. The original Complaint was also filed against PPL Electric Utilities Corporation, but that part of the Complaint was withdrawn at the close of the evidentiary hearing in this case. The Complaint against Blue Pilot Energy, LLC, is dismissed because Complainant did not establish that Blue Pilot violated any provision of the Public Utility Code, or the rules and regulations of the Commission.

HISTORY

On April 2, 2014, Alan Haulman d/b/a AJH Pizza, Inc. (AJH or Complainant), filed a formal Complaint against Blue Pilot Energy (Blue Pilot) and PPL Electric Utilities Corporation (PPL). In that Complaint, Complainant alleged that AJH's electric account had been switched from PPL to Blue Pilot without the knowledge of the owner of AJH. Complainant alleges that AJH was improperly switched by Blue Pilot.

On April 10, 2014, the Secretary of the Commission served the Complaint on Blue Pilot and PPL.

On April 29, 2014, Blue Pilot filed an Answer to the Complaint denying any violation of the Public Utility Code (Code) or the rules and regulations of the Commission, setting forth 23 paragraphs of affirmative defenses against the Complaint. The affirmative defenses were, in essence, “New Matter,” but the Answer was not endorsed with a Notice to Plead.

On April 30, 2014, PPL filed an Answer to the Complaint in which PPL averred that Complainant had been properly billed by PPL on behalf of Blue Pilot because PPL had transferred electric generation service to Blue Pilot in November, 2012, after proper notice.

On May 7, 2014, Complainant filed an Answer to the New Matter raised by Blue Pilot in its pleading on April 29, 2014. The Answer deemed all of the affirmative defenses as Conclusions of Law to which no further response was warranted.

On May 19, 2014, Chief Administrative Law Judge (CALJ) Charles R. Rainey, Jr., issued an Interim Order referring this matter to a Resolution Conference before a Commission mediator.

On June 5, 2014, PPL filed a Certificate of Satisfaction.

On June 6, 2014, PPL withdrew the Certificate of Satisfaction.

On July 7, 2014, a hearing Notice was issued setting August 27, 2014, as the date for a telephonic hearing in this case.

On July 10, 2014, Complainant requested a continuance. That request was unopposed, and an Order continuing the hearing was issued on July 17, 2014.

August 27, 2014, a hearing Notice was issued setting November 4, 2014 as the date for a hearing in this case.

On September 3, 2014, the Mediator filed a report with the CALJ.

On September 26, 2014, PPL filed a Motion for Request for Relief, properly endorsed with a Notice to Plead, asking that the parties be directed to file written testimony.

On October 13, 2014, Blue Pilot filed a Motion for Summary Judgment.

On October 14, 2014, Complainant filed a Reply to PPL's Request for Relief. In that Reply, Complainant argued that filing written testimony would be unduly burdensome and costly to Complainant, and that the sole issue to be determined was whether Complainant's electric generation service was improperly switched from a fixed rate to a variable rate contract.

On October 22, 2014, Complainant unilaterally filed a brief and exhibits in support of its formal Complaint.

On October 23, 2014, a further Order was issued continuing the hearing in this case set for November 4, 2014.

On October 24, 2014, Complainant filed "Affidavits in Opposition to Blue Pilot's Motion for Summary Judgment."

On November 3, 2014, Complainant filed a Motion for Summary Judgment properly endorsed with a Notice to Plead.

At this point, it was the Presiding Officer's understanding that the parties were discussing possible settlement of the case against the backdrop of multiple Complaints filed against Blue Pilot in the context of that entity's difficulties in the wake of variable price charges made by Blue Pilot during the Polar Vortex of 2013-2014.

On July 31, 2015, AJH filed a new Motion for Summary Judgment, based upon Blue Pilot's Motion to Dismiss the Joint Complaint at *Commonwealth of Pennsylvania, et al. v.*

Blue Pilot Energy, LLC, Docket No. C-2014-2427655. In sum, AJH argued that as Blue Pilot had described itself as defunct in that case, AJH was entitled to judgment as a matter of law.

On August 20, 2015, Blue Pilot filed an Answer to AJH's Motion for Summary Judgment arguing that the Motion assumed facts not in evidence relative to a purported contractual agreement between AJH and Blue Pilot, and that AJH had mischaracterized Blue Pilot as "defunct," as well as mischaracterizing the proceeding at Docket No. C-2014-2427655, the basis of which was, according to Blue Pilot, irrelevant to the Complaint at this docket.

On August 24, 2015, PPL filed an Answer to AJH's Motion for Summary Judgment pointing out that as there were still facts in controversy in this case, a Motion for Summary Judgment could not be granted.

On October 14, 2015, an Interim Order was issued at this docket that: denied the Motion for Summary Judgment filed on October 13, 2014, by Blue Pilot; denied the Motion for Summary Judgment filed on July 31, 2015 by AJH; denied the request by PPL requesting the pre-filing of direct testimony; and, directing that this case be set for hearing.

On October 29, 2015, a hearing Notice was issued setting December 15, 2015, as the date for an in person evidentiary hearing in this case.

On December 15, 2015, an evidentiary hearing in this case convened pursuant to notice at the Commission's office in Harrisburg, Pennsylvania. Complainant was represented by Darrell C. Dethleffs, Esquire, who offered the testimony of Alan J. Haulman, the principal of AJH Pizza, Inc., and Ashley Bowersox, the purchaser of Al's Pizza and Subs from Complainant. Complainant offered six exhibits that were received into evidence: Complainant's Exhibit A, the corporate filing for AJH; Complainant's Exhibit B, an election by a small business corporation; Complainant's Exhibit C, a Pennsylvania Corporation Election and Shareholder's Consent Form; Complainant's Exhibit D, an Asset Purchase Agreement; Complainant's Exhibit F, copies of various checks made by Ashley Killinger to PPL, as well as a check signed by Mr. Haulman; and Complainant's Exhibit H, a welcome letter from Blue Pilot to Ms. Ashley Killinger. Blue Pilot

was represented by Karen O. Moury, Esquire, who offered the testimony of Raymond Perea, General Counsel for Blue Pilot Energy. Blue Pilot offered six exhibits that were received into evidence: Blue Pilot Exhibit 1, a third-party verification recording; Blue Pilot Exhibit 1-A, the transcript of the third party verification recording; Blue Pilot Exhibit 2, a welcome letter from Blue Pilot to Complainant; Blue Pilot Exhibit 3, a disclosure statement and agreement for service; Blue Pilot Exhibit 4, customer information from Blue Pilot's database; and Blue Pilot Exhibit 5, energy consumption data and charges from January 13, 2013 through May 5, 2014. PPL was represented by Christopher T. Wright, Esquire, and Devin Ryan, Esquire, who presented seven exhibits that were received into evidence: PPL Exhibit 1, a screen shot of PPL's information for AJH; PPL Exhibit 2, an account activity statement; PPL Exhibit 3, a customer contact history; PPL Exhibit 4, a confirmation letter; PPL Exhibit 7, bills for AJH Pizza at its Carlisle, Pennsylvania, location; PPL Exhibit 8, a sample bill for a non-shopping customer; and, PPL Exhibit 9, copies of various checks.

At the conclusion of the hearing, Complainant withdrew its Complaint against PPL. The withdrawal was not opposed.

On January 7, 2016, a 75 page transcript along with Complainant's exhibits and PPL's exhibits was filed with the Secretary of the Commission. The record was, however, held open pending the receipt of Blue Pilot's Exhibits, which were late-filed on January 11, 2016, and settlement of the case between the remaining parties or, failing that, the establishment of a briefing schedule.

On July 7, 2016, an Initial Decision was issued in *Commonwealth of Pennsylvania, et al. v. Blue Pilot Energy, LLC*, Docket No. C-2014-2427655. That case is still an active case which is pending before the Commission on exceptions.

On December 30, 2016, an Order was issued at this docket closing the record and establishing a briefing schedule. Main Briefs were due on January 24, 2017, with Reply Briefs due on February 3, 2017. Complainant filed its Main Brief on January 18, 2017. Blue Pilot filed

its Main Brief on January 24, 2017. Complainant filed no Reply Brief. Blue Pilot filed a Reply Brief on February 3, 2017.

This case is now ready for decision.

FINDINGS OF FACT

1. The Complainant in this case is Alan Haulman d/b/a AJH Pizza, Inc., a Pennsylvania corporation.

2. Alan J. Haulman is the President/principal and sole stockholder of Complainant. Tr. 11-15; Complainant's Exhibits A-C.

3. The service address relative to this Complaint is 6581 Carlisle Pike, Mechanicsburg, Pennsylvania. Tr. 14.

4. Two other pizza and sub shops owned by Alan Haulman use the trade name, "Al's Pizza & Subs," but they are separately incorporated, are not affiliated with AJH Pizza, Inc., and each has its own electric service account with PPL. Tr. at 15, 25-26.

5. PPL Electric Utilities Corporation is a Commission jurisdictional electric distribution company.

6. Blue Pilot Energy, LLC, was, during the pendency of this Complaint, a Commission jurisdictional electric generation supplier.

7. In November, 2012, Complainant entered into an asset purchase agreement for the 6581 Carlisle Pike, Mechanicsburg, Pennsylvania business, "Al's Pizza and Subs," with Ashley and James Killinger. Tr. at 16-17, 37-38; Complainant's Exhibit D.

8. The sale of the 6581 Carlisle Pike, Mechanicsburg, Pennsylvania business to the Killingers was an absolute sale, and that business was no longer a part of AJH Pizza, Inc. Tr. at 18, 20, 50-51.

9. Alan Haulman authorized Ashley Killinger to use the trade name, "Al's Pizza and Subs," at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania business, which is the trade name used by all of the shops operated by AJH Pizza, Inc. Tr. at 23, 39.

10. The PPL account number for AJH Pizza, Inc., is 49830-79049. Tr. 28; PPL Exhibit 7.

11. During the period while Ashley Killinger was in ownership, possession and control of Al's Pizza and Subs at the 6581 Carlisle Pike address, PPL continued to bill AJH Pizza, Inc., at account number 49830-79049. Tr. at 28-32; PPL Exhibit 7; Complainant's Exhibit F.

12. Ashley Killinger was never an officer or agent of AJH Pizza, Inc., nor did she ever possess the authority to make decisions on behalf of AJH Pizza, Inc. Tr. at 18-19, 39.

13. On November 19, 2012, Ashley Killinger authorized a switch in the electric generation supplier for the 6581 Carlisle Pike business from PPL to Blue Pilot. Tr. at 23, 56; Blue Pilot Exhibit 1-A.

14. On November 19, 2012, Ashley Killinger was not an employee, shareholder, corporate officer or agent of AJH Pizza, Inc. Tr. at 23-24.

15. In the Third Party Verification Recording made by Blue Pilot on November 19, 2012, Ashley Killinger identifies herself as the owner of Al's Pizza and Subs at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania and agrees to switch energy generation service to Blue Pilot. Blue Pilot Exhibit 1-A.

16. In the Third Party Verification Recording made by Blue Pilot on November 19, 2012, Ashley Killinger states that she is over 18 and that she is legally authorized to enroll the account at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania, with Blue Pilot Energy. Blue Pilot Exhibits 1 and 1-A.

17. Blue Pilot provided electric generation supply service at an “initial rate” for 90 days and at variable rate thereafter to Al’s Pizza and Subs at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania from January 3, 2013 through May 5, 2014. Tr. at 55, 60.

18. During the period from November, 2012 until October, 2013 while the Killingers operated the 6581 Carlisle Pike business, multiple checks (Nos. 409, 458, 475, 1064, and 1110) were made out to PPL by Ashley Killinger, drawn on her account and then from an account she established for an entity called J&A Pizza, LLC. Tr. at 19-21, 41-43; Complainant’s Exhibit F.

19. On December 12, 2012, check number 7259, made out to PPL and drawn from the account of Al’s Pizza & Subs, Inc., 408 N. Enola Road, Enola, Pennsylvania, was signed by Alan Haulman for account number 49830-79049. Tr. at 30; Complainant’s Exhibit F.

20. In September-October, 2013, the Killingers defaulted on the purchase agreement, and AJH Pizza, Inc., repossessed the 6581 Carlisle Pike, Mechanicsburg, Pennsylvania business. Tr. at 19, 34, 41.

21. On December 20, 2013, subsequent to the repossession of the 6581 Carlisle Pike business, checks (No. 3008 and 3021) were made out to PPL drawn on the account of AJH Pizza, Inc. Tr. at 21-22; Complainant’s Exhibit F.

22. In February, 2014, Alan Haulman became aware that the electric generation supplier for the 6581 Carlisle Pike shop had been switched from PPL to Blue Pilot and switched the business’ supplier back to PPL. Tr. at 24.

23. After the sale of Al's Pizza and Subs at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania, Alan Haulman never contacted PPL to terminate the PPL account for AJH Pizza, Inc. Tr. at 32.

24. Subsequent to May 4, 2014, the business at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania, has continued to receive distribution and generation service from PPL. Tr. at 34.

DISCUSSION

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa. C.S.A § 332(a). To satisfy this burden, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 PA PUC 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 PA PUC 300 (1976). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. PA Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Comm'w., PA Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. PA Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993), 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. PA Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

A public utility is entitled to full payment for service provided to customers and all customers are obligated to pay for the utility service provided to them. 52 Pa. Code §56.1.

Otherwise, a customer's unpaid bills are included in the utility's uncollectible expenses and ultimately paid for by other utility customers. *Pa. P.U.C. v. Equitable Gas Company*, 73 PA PUC 301, 330-335 (1990).

This case originated as a Complaint filed by Alan Haulman d/b/a AJH Pizza, Inc. The Complaint was filed against Blue Pilot Energy, LLC and PPL Electric Utilities Corporation, alleging incorrect billing. The following relief was requested:

We would request that the PUC determine that AJH Pizza Inc. was not billed correctly as a result of an unauthorized switch from PPL Electric to Blue Pilot Energy. Further, Blue Pilot Energy has no written contract with AJH Pizza Inc.

We would request that AJH Pizza Inc. be given a credit in the amount of the difference between Blue Pilot Energy's bill for February and March and what PPL Electric would have billed for February and March, as follows:

February: Blue Pilot Energy billed \$0.4490 per KWH for 27,708.2405 KWH, or \$12,441.00. PPL Electric would have billed \$0.09250 per KWH for this period, or \$2,563.01. This is a difference of \$9,877.99.

March: Blue Pilot Energy billed \$0.4490 per KWH for 26,854.9889 KWH, or \$12,057.89. PPL Electric would have billed \$0.10391 per KWH for this period, or \$2,790.50. This is a difference of \$9,267.39.

Total credit: $\$9,877.99 + \$9,267.39 = \$19,145.38$.

With respect to the requested relief, I note that the amount billed by Blue Pilot under its variable rate service was not questioned in this proceeding.

This case is a dispute over which the Commission has jurisdiction. 66 Pa. C.S. §§ 1501; 1509. The Commission, however, lacks the authority to award money damages. This point has been well-settled in numerous court decisions. *Elkin v. Bell Telephone Company of Pennsylvania*, 491 Pa. 123, 420 A.2d 371 (1980); *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383 A.2d 791 (1977); *Poorbaugh v. Pa. Pub. Util. Comm'n*, 666 A.2d 744 (Pa.Cmwlt. 1995).

However, the Commission retains the jurisdiction to rule on service issues and may order other relief as appropriate. The Commission has broad powers to supervise and regulate all public utilities doing business within the Commonwealth and is empowered to determine whether a public utility is providing safe, adequate and reasonable service. 66 Pa.C.S. §§ 501, 1501. The Commission may impose civil penalties upon a utility which is found to be in violation of a statute, regulation or order of the Commission. Utility service is not limited to the provision of service and includes "any and all acts" related to that function. 66 Pa.C.S. § 3301.

With the foregoing in mind, Blue Pilot poses as the issue in this case: "Did Blue Pilot fully comply with the Commission's regulations in enrolling Complainant's account?" Blue Pilot answers this in the affirmative, and I agree though I take the issue further, below. See: Blue Pilot Exhibits 1 and 1-A, the transcript of the third party verification recording; Blue Pilot Exhibit 2, the welcome letter from Blue Pilot to Complainant; and Blue Pilot Exhibit 3, a disclosure statement and agreement for service.

Complainant states the issue as: "Did Ashley Killinger and James Killinger have the ability to bind the corporation AJH Pizza, Inc., to an electricity supply contract with Blue Pilot Energy, Inc.?" Complainant answers this in the negative. But, as will be discussed below, this issue is not properly before the Commission. Complainant's implication that Blue Pilot acted improperly in the energy supplier switch, which Complainant derives from its issue statement was not proved at hearing. Complainant failed to establish by a preponderance of the evidence that Blue Pilot violated any provision of the Public Utility Code or the rules and regulations of the Commission.

The two-fold issue to be disposed of is whether Blue Pilot fully complied with the Commission's regulations in enrolling Complainant's account, or whether there was an unauthorized switch of electric generation suppliers.

In making this determination in light of the Code and the regulations of the Commission, it *is* necessary to understand the underlying facts of the transaction, including the authority of Ashley Killinger and who or what she was binding when she agreed to switch

electric generation suppliers from PPL to Blue Pilot. In its Reply Brief, Blue Pilot argues that the Commission cannot make this determination and that the Commission is limited solely to whether Blue Pilot complied with the Commission's regulations. Reply Brief at 2. Blue Pilot, however, argued that Ms. Killinger was a *de facto* agent of Complainant in its Main Brief. Blue Pilot Main Brief at 2-3. Again, to resolve the central issue in this case we need to understand the roles of the principal actors and what they did and did not do. This case does not determine the liability of the various parties, one to another, as that would be beyond the jurisdiction of the Commission, but to make a determination as to whether Blue Pilot violated the Code or the rules and regulations of the Commission, the facts must be understood.

The facts of record are these. Complainant sold Al's Pizza and Subs at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania, to Ms. Killinger and her husband in November, 2012.¹ During the period while Ashley Killinger and her husband were in ownership, possession and control of Al's Pizza and Subs at the 6581 Carlisle Pike address, PPL continued to bill AJH Pizza, Inc., at account number 49830-79049, though all but one payment on the account came from Ashley Killinger. When contacted by Blue Pilot and when she agreed to change electric generation suppliers, Ms. Killinger identified herself as the owner of Al's Pizza and Subs, 6581 Carlisle Pike, Mechanicsburg, Pennsylvania, and confirmed that she was legally authorized to enroll the electric account with Blue Pilot. Blue Pilot Exhibit 1 and 1-A. Under the Commission's regulations, Blue Pilot was not obligated to make further inquiry and properly asked PPL to switch the account, which PPL did. Even assuming *arguendo* that Blue Pilot had asked for some proof of her authority, Ms. Killinger would only have had to have pointed at the Asset Purchase Agreement, Complainant's Exhibit D to establish her authority. I do not doubt that Ms. Killinger thought that she was acting on behalf of *her* business, and not on behalf of AJH Pizza, Inc. No reason has been established why Blue Pilot would not have thought the same way.

I note that throughout the period of this controversy, the trade name, "Al's Pizza & Subs," was in continuous use by the business at 6581 Carlisle Pike, but "AJH Pizza, Inc.,"

¹ Ashley Killinger is no longer married to James Killinger and has returned to using her maiden name, Ashley Bowersox. Because the name "Killinger," appears throughout the evidentiary record, that surname will be used so as to avoid confusion.

remained on the account. Complainant, for his part, did not contact PPL to remove the name AJH Pizza, Inc., from account number 49830-79049 after he sold the 6581 Carlisle Pike business to the Killingers. In fact, on December 12, 2012, Complainant wrote a check, including that account number, to PPL to pay for electric service at 6581 Carlisle Pike, Mechanicsburg, Pennsylvania (See Check No. 7259 which is included in Complainant's Exhibit F).

In November, 2013, after repossessing the business at 6581 Carlisle Pike, Complainant continued to pay the electric bills with Blue Pilot as the electric generation supplier until February, 2014, when Complainant reviewed a bill and learned that the switch had been made. Tr. at 24. It was only in March, 2014, that Complainant terminated service from Blue Pilot. Tr. at 60, 62. Significantly, the billed amounts complained of were incurred after Complainant repossessed the business at 6581 Carlisle Pike, and given the circumstances of the repossession (i.e. the default of the purchasers) one would think that Complainant would have discovered the supplier switch upon repossession. But it was not incumbent upon Blue Pilot to point this out to Complainant.

Thus, the issue, here, is not whether Ashley Killinger had the authority to "bind" AJH. Blue Pilot Exhibits 1 and 1A unequivocally show that she was acting on behalf of the 6581 Carlisle Pike business, Al's Pizza and Subs, which she and her husband had purchased. Whether ultimate financial responsibility for the charges in question rests with AJH or the Killingers is a matter for a court of competent jurisdiction to decide, not the Commission.

From the outset of the generation supplier switch in this case, Blue Pilot and PPL asked for, received and provided the information required by the Commission's regulations. It is perfectly understandable that they relied on the accuracy of the information they were supplied with and accepted the payments that they were receiving.

Complainant has not shown any violation by Blue Pilot of the Code generally or of Chapter 28, The Electricity Generation Customer Choice and Competition Act (66 Pa. C.S. §§ 2801, *et seq.*) specifically. Complainant has not shown any violation of the Commission's regulations generally, or of Chapter 54, Electricity Generation Customer Choice (52 Pa. Code

§§ 54.1 *et seq.*) specifically. Complainant has not established that Blue Pilot failed to provide service in conformity with the regulations of the Commission as is required by 66 Pa. C.S. § 1501. Therefore, the Complaint must be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. §§ 701, 1501.
2. The due process rights of Complainant have been fully protected in this proceeding. *Sentner v. Bell Telephone Company of Pennsylvania*, Docket No. F-00161106 (Order entered October 25, 1993); and 52 Pa.Code § 5.245(a).
3. A preponderance of the evidence is not dependent on the number of witnesses testifying on either side but rather on the credibility of the testimony in the light of all the evidence in a case. *Burch v. Reading Co.*, 240 F.2d 574 (3d Cir. 1957) cert. denied, 353 U.S. 965 (1957).
4. Pursuant to 66 Pa. C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.
5. The Complainant has not met his burden of proving that he is entitled to relief. 66 Pa. C.S. §§ 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Alan Haulman d/b/a AJH Pizza, Inc., against Blue Pilot Energy, LLC, at Docket No. C-2014-2415273 is dismissed.
2. That the docket in this case is closed.

Date: April 21, 2017

/s/
Dennis J. Buckley
Administrative Law Judge