

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Elizabeth Christine Reinaker	:	
	:	
v.	:	C-2017-2549950
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

This initial decision dismisses a formal complaint challenging the Complainant’s responsibility for an outstanding balance due to the Complainant’s failure to prove, by a preponderance of the evidence, that the Respondent failed to properly credit payments allegedly made by her or otherwise violated any applicable statute, regulation or Commission order.

HISTORY OF THE PROCEEDING

On May 17, 2016, the Complainant, Elizabeth Christine Reinaker, filed a formal complaint against PPL Electric Utilities Corporation (PPL). On her complaint form, Ms. Reinaker checked the box indicating that there are incorrect charges on her bill. By way of explanation, she averred that she paid a final balance from a previous account but that PPL improperly transferred the balance to a subsequent account and held her responsible for its payment when she established the new account with the company. She requests that the improperly transferred balance be removed from her current account.

PPL filed an answer to Ms. Reinaker's complaint on June 29, 2017. In its answer, PPL denied that the transfer of the unpaid balance from the prior account to the new account was improper, and requested that the complaint be denied.

By Hearing Notice dated August 15, 2016, an initial telephonic hearing was scheduled for Wednesday, September 14, 2016. The initial hearing was held as scheduled. During the hearing, Ms. Reinaker presented her direct testimony. At the beginning of Ms. Reinaker's cross-examination by PPL's attorney, the parties held a brief off-the-record discussion about Ms. Reinaker's complaint. The parties agreed during this discussion that PPL would attempt to assist Mr. Reinaker in working with her bank to obtain documentation showing that the alleged final balance payment was, in fact, made by her. Accordingly, the hearing was continued to provide the parties with additional time to attempt to resolve the complaint. Subsequent settlement discussions between the parties were ultimately unsuccessful. Accordingly, by Hearing Notice dated April 19, 2017, a further hearing was scheduled for Thursday, June 15, 2017. This further hearing was held as scheduled during which PPL completed its cross-examination of Mr. Reinaker and presented its witness for direct and cross examination.

The record closed on August 14, 2017, upon my receipt of the second hearing transcript, and consists of a total transcript of 64 pages and four PPL exhibits.

FINDINGS OF FACT

1. The Complainant in this proceeding is Elizabeth Christine Reinaker.
2. The Respondent in this proceeding is PPL Electric Utilities Corporation.
3. Ms. Reinaker appeared *pro se* and testified on behalf of herself.
4. Brandi Martzen is a customer service representative with PPL and testified on behalf of the company. (Tr. p. 33).

5. PPL Exhibit 1A is an account activity statement for Ms. Reinaker's current PPL account at 1150 Bentley Ridge Road, Blvd., Lancaster, Pennsylvania, showing consumption and billing information on the account from July of 2016 through May of 2017. (Tr. p. 41).

6. PPL Exhibit 1B is an account activity statement for Ms. Reinaker's PPL account at 1150 Bentley Ridge Road, Blvd., Lancaster, Pennsylvania, showing consumption and billing information on the account from October of 2015 through May of 2016. (Tr. p. 38).

7. PPL Exhibit 1C is an account activity statement for a previous account for service provided to Ms. Reinaker at 605 Richmond Drive, Apt. 214B, Lancaster, Pennsylvania. (Tr. pp. 8, 34).

8. PPL Exhibit 2 is a copy of a letter from PPL to Ms. Reinaker, dated September 14, 2016, in which PPL requested banking information from Ms. Reinaker to assist her in investigating the disputed payment at issue in this proceeding. (Tr. p. 54).

9. Ms. Reinaker had an account with PPL for service provided to 605 Richmond Drive, Lancaster, Pennsylvania, from approximately September of 2010 until March of 2012, at which time the account was closed. (Tr. pp. 8, 27, 34).

10. There was an outstanding balance on the Richmond Drive account at the time the account was closed in March of 2012 in the amount of \$360.95. (PPL Ex. 1B; Tr. p. 36).

11. A final bill was issued to Ms. Reinaker in the amount of \$360.95 when the account was closed. (PPL Ex. 1C; Tr. p. 36, 47).

12. PPL sends notices to its customers who have unpaid final bills informing them that their balance will be sent to an outside collection agency if it is not paid by the customer. (Tr. p. 47).

13. If a customer establishes new service within four years of an old balance being transferred to an outside collection agency, the balance will be retrieved from the collection agency and put on the new account. (Tr. p. 37).

14. The final balance of \$360.95 from the Richmond Drive account was transferred from Ms. Reinaker's PPL account to an outside collection agency on July 19, 2012, because it was not paid by the final bill due date. (PPL Ex. 1C; Tr. p. 36).

15. Ms. Reinaker moved out of the Richmond Drive address in approximately March of 2012 due to an illness and an extended period of time that she was out of work. (Tr. pp. 8, 13).

16. Once a final balance is transferred from a PPL account to an outside collection agency, PPL's records will show no balance owed by that customer since the debt is no longer with PPL. (Tr. p. 47).

17. Ms. Reinaker established new service with PPL at 1158 Bentley Ridge Blvd. Lancaster, Pennsylvania in October of 2015. (PPL Ex. 1B; Tr. pp. 13, 27).

18. At some point after her balance was transferred to an outside collection agency, Ms. Reinaker contacted PPL to determine the status of her account and was informed that the account had a zero balance. (Tr. pp. 9, 46-47).

19. Upon the establishment of new service by Ms. Reinaker at the Bentley Ridge Blvd. address in October of 2015, the \$360.95 balance from the Richmond Drive address was retrieved from the collection agency and put onto her new PPL account. (PPL Exs. 1B, 1C; Tr. p. 9, 38).

20. Ms. Reinaker contacted PPL about the \$360.95 balance on the account and was informed it was the unpaid balance from her Richmond Drive address account that was retrieved from the collection agency and put on her new account. (Tr. pp. 9-10, 38).

21. PPL's records contain no indication of PPL ever having received payment for the \$360.95 balance from the Richmond Drive account. (PPL Exs. 1A-1C; Tr. p. 43).

22. PPL never received notification from the collection agency that the \$360.95 balance from the Richmond Drive account was paid. (Tr. p. 37).

23. When Ms. Reinaker moved to the Bentley Ridge Blvd. address, there was a mix-up with the meters serving her residence and the residence next door such that she was initially billed for the service provided to the other residence. (Tr. p. 39-40, 50).

24. The mix-up with the meters was caused by the mislabeling of the meters by the landlord. (Tr. p. 50).

25. Upon discovery of the meter mix-up, PPL removed all of the charges billed to Ms. Reinaker's account through the incorrect meter and re-billed her for the charges she actually incurred through the correct meter. (PPL Ex. 1B; Tr. p. 40).

26. The total outstanding balance owed by Ms. Reinaker as of the June 15, 2017 hearing was \$1,340.84. (Tr. p. 43).

27. From January of 2016 through June of 2017, Ms. Reinaker has made only five payments toward the charges on her account: February 24, 2016 - \$165.00; March 23, 2016 - \$156.03; October 25, 2016 - \$200.00; April 21, 2017 - \$55.00; June 12, 2017 - \$180.00. (PPL Ex. 1A, 1B; Tr. p. 42).

28. Toward the end of the September 14, 2016 hearing, PPL agreed to work with Ms. Reinaker to try to determine whether she made a \$360.95 payment toward the final balance from her Richmond Drive account. (Tr. p. 16-19).

29. Ms. Reinaker agreed to provide to PPL the names of the banks she may have used during the relevant time period so that PPL could try to help investigate whether the payment was actually made. (Tr. p. 18).

30. By letter from PPL to Ms. Reinaker dated September 14, 2016, PPL requested that Ms. Reinaker provide the names of the financial institutions with whom she held accounts in 2012, as well as the general office locations, or city and state, for the bank branches she used. (PPL Ex. 2; Tr. p. 30).

31. Ms. Reinaker provided the names of several banks she may have used, but did not provide any bank account numbers or the locations of the branches she may have used. (Tr. p. 30).

32. The parties did not obtain documentation proving that Ms. Reinaker made the \$360.95 payment at issue. (Tr. p. 26).

DISCUSSION

Ms. Reinaker alleges that she paid a \$360.95 final balance from the Richmond Drive account when she closed the account and moved from that address. (Tr. p. 8). She further alleges that PPL failed to credit her account in the amount of the payment but, rather, improperly added the balance to a new account she established in October of 2015 for service provided to her Bentley Ridge Blvd. residence. (Tr. p. 12). Ms. Reinaker is requesting that the disputed balance of \$360.95 be removed from her current account.

The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a). In order to prevail, a Complainant must show that the named utility

is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of PA*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 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 (1990), *alloc, denied*, 602 A.2d 863 (1992). A preponderance of evidence is evidence that is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854, 1950 Pa. LEXIS 316 (1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. 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*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. Of Review*, 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

In order for the Complainant to prevail, the offense alleged must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

The Complainant, as the party with the burden of proof, must present sufficient evidence to make out a *prima facie* case against the Respondent. If a Complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the Complainant will prevail. If the utility rebuts the Complainant's evidence, the burden of going forward with the evidence shifts back to the Complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a Complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa.Cmwlth. 2001); *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa.Cmwlth 1982).

Here, Ms. Reinaker alleges that PPL failed to credit her account for a payment made by her in the amount of \$360.95 and requests that this amount be removed from her current account. PPL denies having received the payment. Ms. Reinaker bears the burden of proof in this proceeding and must prove her case by a preponderance of the evidence.

With respect to the disputed payment issue, Ms. Reinaker testified that she lived at the Richmond Drive address for several years before having to move out after being out of work for three months due to an illness. (Tr. p. 8, 13). She stated that she called PPL to find out how much she owed and paid the final balance in full. (Tr. pp. 8, 15). She testified that she paid the bill over the telephone with PPL, but is not sure if the payment was made with a debit card or check by phone. (Tr. p. 15).

Ms. Reinaker testified that she subsequently went online to check her PPL account and it showed that no balance was owed. (Tr. p. 9). She first became aware that the balance still existed when the \$360.95 charge appeared on her new account about a month after she established the new service. (Tr. p. 9). She states she contacted PPL and was informed that the balance had been sent to a collection agency, but was retrieved and put on her new account after the new service was initiated. (Tr. p. 9-10). Ms. Reinaker believes she is being asked to pay something she already paid. (Tr. p. 12, 15).

PPL, on the other hand, claims that it never received the disputed payment. Its witness, Brandi Martzen, testified that the Richmond Drive account was closed in March of 2012 and that the final account balance at that time was \$360.95. (PPL Ex. 1B; Tr. p. 35-36). She explained that PPL sends its customers a final bill with the final balance owed when an account is closed. (Tr. p. 47). If the final bill is not paid, PPL will send a reminder notice informing the customer that if the balance is not paid, it will be transferred to a collection agency for collection. (Tr. p. 47). She stated that Ms. Reinaker's final bill was not paid by the due date so it was transferred to an outside collection agency on July 19, 2012. (Tr. p. 36). Ms. Martzen testified that PPL never received the payment, nor did it receive notification from the collection agency that the balance was ever paid. (Tr. p. 37, 43).

Ms. Reinaker contacted PPL in October of 2015 to establish new service at the Bentley Ridge Blvd. address. (Tr. p. 27, 38). Ms. Martzen explained that if a customer re-establishes service within four years of the date of an unpaid final balance, the balance will be retrieved from the outside collection agency and put onto the customer's new account. (Tr. p. 37). She testified this is what PPL did when Ms. Reinaker established the new service at the Bentley Ridge Blvd. address in October of 2015. (PPL Ex. 1B; Tr. p. 38).

In reviewing all of the evidence, I do not believe that Ms. Reinaker has proven, by a preponderance of the evidence, that she made the disputed payment and PPL failed to credit her account accordingly. While it may be arguable that she established a *prima facie* case that she paid the disputed balance through her testimony that she contacted PPL when she moved from Richmond Drive and made the payment over the telephone, I find that PPL presented sufficient credible evidence to rebut Ms. Reinaker's evidence about the disputed payment.

Ms. Reinaker's evidence consists of her testimony that she contacted PPL around the time she moved from Richmond Drive and paid the balance over the phone. (Tr. pp. 8, 15). She was not sure, however, in what form the payment was made. (Tr. p. 15).

PPL's witness testified that it issued a final bill in the amount of \$360.95 to Ms. Reinaker when the Richmond Drive account was terminated in March of 2012. (PPL Ex. 1C; Tr. p. 36, 47). She further testified that the outstanding debt was subsequently referred to an outside collection agency because PPL had not received payment by the due date on the final bill. (PPL Ex. 1C; Tr. p. 36). Ms. Martzen testified that there is no indication in PPL's records that it ever received payment from Ms. Reinaker for the final balance. (PPL Exs. 1A-1C; Tr. p. 43). She further testified that PPL never received notification from the collection agency that the payment was made. (Tr. p. 37).

In weighing the evidence presented by both parties, I conclude that Ms. Reinaker failed to prove by a preponderance of the evidence that she made the disputed payment when she moved out of the Richmond Drive address and that PPL failed to credit her account in the amount of the payment. PPL's records do not reflect having received the payment and, in fact,

the debt was referred to an outside collection agency. This would not have occurred if the payment had been received. Accordingly, Ms. Reinaker has failed to carry her burden of proof on this issue.

As indicated previously, the September 14, 2016 hearing was continued to give the parties an opportunity to try to work together to determine if documentation could be found at Ms. Reinaker's bank showing that the disputed payment had, in fact, been made. By letter dated September 14, 2016, PPL requested that Ms. Reinaker provide to it the names and locations of the various bank branches she may have used in 2012. (PPL Ex. 2). PPL indicated that it may be able to help search for the disputed payment. Ms. Reinaker testified that she only provided to PPL the names of the banks she may have used in 2012. (Tr. p. 29). She acknowledged that she did not provide any other information, such as bank account numbers or branch locations. (Tr. pp. 29-30). She stated she was not asked for this information and thought that PPL would pursue the investigation from there. (Tr. p. 29). She also testified that she did not receive the September 14, 2016 letter from PPL asking for the locations of the bank branches she used. (Tr. p. 30). She acknowledged that the letter was sent to the correct address, but stated that there had been some mix ups between her address and another address and that she never received the letter. (Tr. p. 30).

Regardless of whether she provided the necessary information to PPL, or whether PPL conducted the investigation Ms. Reinaker apparently believed it would, I find that it was Ms. Reinaker's responsibility to contact the bank she used in 2012 to try to obtain documentation to prove that she had made the disputed payment. PPL agreed during the September 14, 2016 hearing to continue the proceeding to allow additional time to try to obtain the documentation from Ms. Reinaker's bank. (Tr. pp 18-19). As noted, she acknowledged that, due to a mix up with another nearby address, she did not receive PPL's letter requesting banking information with which to further investigate and that, as a result, she did not provide the requested information. Regardless, Ms. Reinaker was clearly in the best position to know the name and location of the bank she used and to contact the bank to request the necessary records. I do not find her contention that PPL should have conducted this investigation to be persuasive as an excuse for not having obtained the necessary documentation herself.

Finally, Ms. Reinaker raised an issue about a mix up with another meter when she moved into the Bentley Ridge Blvd. address resulting in her being billed incorrectly for service provide to another residence. (Tr. p. 44). PPL acknowledged that there was a mix up with another meter and that Ms. Reinaker was incorrectly billed for a period of time for service provided to another address. (PPL Exs. 1A-1B: Tr. pp. 44, 50). PPL's witness explained that the mix up was caused by the mislabeling of the two meters by the landlord. (Tr. p. 50). PPL's witness further explained that, upon discovering the billing error, the company removed from Ms. Reinaker's account all incorrectly billed charges from the other address and re-billed to her account the correct charges from her own meter. (PPL Exs. 1A-1B; Tr. pp. 39-40). PPL's witness also testified that all payments made during the relevant time period were correctly credited to Ms. Reinaker's account. (Tr. pp. 39-40).

The evidence shows that the incorrect billing problem was caused by incorrectly labeled meters and that the billing was ultimately corrected by PPL upon discovery of the error. In any event, this issue had no impact on Ms. Reinaker's allegation about not having been credited for a payment she alleges to have made. For these reasons, I find that Ms. Reinaker has failed to prove that this issue constituted a violation by PPL of any provision of the public utility code or a Commission regulation or order.

For all the above reasons, Ms. Reinaker's formal complaint will be dismissed due to her failure to prove, by a preponderance of the evidence, that PPL failed to properly credit payments allegedly made by her or otherwise violated any applicable statute, regulation or Commission order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 703.

2. The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a).

3. As a matter of law, a Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of PA*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

4. This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (1990), *alloc, denied*, 602 A.2d 863 (1992).

5. A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854, 1950 Pa. LEXIS 316 (1950).

6. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. 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.

7. 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*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. Of Review*, 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

8. The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

9. As the proponent of a Commission order, Complainant has the burden of proof in this case. 66 Pa.C.S.A. § 332(a).

10. The Complainant failed to prove by a preponderance of the evidence that PPL failed to credit to her account a payment made by her or otherwise violated any applicable statute, regulation or Commission order.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by Elizabeth Christine Reinaker against PPL Electric Utilities Corporation at Docket No. C-2016-2549950 is dismissed.

2. That the Secretary mark this docket closed.

Dated: November 14, 2017

/s/ _____
Steven K. Haas
Administrative Law Judge