

COMMONWEALTH OF PENNSYLVANIA

Public Utility Commission

C-2017-2633043

Informal Complaint

PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA
17105-3265

Robert Strydio
Complainant

v

PPL Electric Utilities
&

William H. Spence,
President of PPL Corporation
Respondents

Informal Complaint

JURISDICTIONS

Jurisdictions are pursuant to Pennsylvania Human Relations Act 43 P.S., §§ 951-963, Responsible Utility Customer Protection Act, Chapter 14, Pa Title 66 § 1304 Discrimination in rates, 004 PA Code § 7.172. 42 Pa.C.S.A. § 8351 Dragonetti Act, Chapter 14 of the Public Utility Code (66 Pa.C.S. Chapter 14) §56.25 §§ (4)

PARTIES

Robert Strydio
130 Georgellen Avenue
East Stroudsburg, PA 18301
Complainant

v.

PPL Electric Utilities
&
William H. Spence,
President of PPL Corporation
827 Hausman Road
Allentown, PA 18104-9392

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Consumer Services
CAC Division~~

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Underlying Facts

1. The Complainant is a 68 year old disabled male and a survivor of three heart attacks, two Congestive Heart Failures (CHF), a high risk cardiac patient, with a pace maker / defibulator, and a Type II diabetic, who presents with extensive neuropathy in the abdomen, legs, and feet.
2. The Complainant has an ongoing and well documented problem with his mail being returned to the sender, or not delivered by the East Stroudsburg Post Office, even when properly addressed.
3. The problem has been ongoing at least since the Complainant took over the PPL account from his now ex-wife at or about October 2017.
4. The Complainant sought the assistance of Congress Matt Cartwright and Post Master General Megan Brennan to resolve this postal issue without satisfactory result.
5. As a result of postal related issues it is known, by the Complainant, that at least one mail piece sent, by PPL, to the Complainant was returned to PPL.
6. Therefore PPL is aware of the Complainant's mail problems and which included not properly received paper bills.
7. Graig M. Schultz, the lawyer representing PPL, contacted the Complainant ostensibly to discuss a payment arrangement. During that discussion Shultz asked the Complainant If he new what his balance was, to which, the Complainant respondent replied "No".
8. Shultz asked the Complainant to check his bank account and determine his balance, which the Complainant did. At that time the Complainant compared his checking account statement against his payment history on the PPL website and discovered that payments made online were recorded in the payment history but did not appear in his account statement.
9. **It is the Complainant's conclusion that, after a review of the Complaint's account and payment history, that Shultz discovered that payments were being offered by the Complainant on PPL's website, recorded in the Complaints payment history, on the PPL website, but were routinely NOT being applied to the Complaints account resulting in an ever increasingly balance.**
10. **At that point Shultz suspected that PPL had engaged in malfeasance with respect to the Complainant's payments and account. Once or twice could be explained away as a mistake, but multiple times is deliberate activity.**
11. **Since Schultz did not have access to the Complaint's checking account and he needed independent corroboration of verify his suspicion, which could only be obtained by examination of the Complainants checking account, he used the ruse of asking the Complainant to examine his checking account and determine his balance.**

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Consumer Services
D&C Division

- 34 12. **That was not Shultz true intention; his was looking for independent verification of PPL's**
35 **malfeasance, which was evident in the Complainant's payment history on the PPL website, but**
36 **refuted by the increasing balance that could not be explained away by late fees, and which could**
37 **only be obtained from an independent source, the Complainants checking account.**
- 38 13. **He had to accomplish this without actually telling the Complainant his true intentions and risk**
39 **drawing the Complainant's attention to PPL's maleficence. Hence the ruse about the balance.**
- 40 14. **When the Complainant discovered what Schultz had already suspected the Complainant called**
41 **Schultz to discuss the matter and was told by the firm's staff that Schultz was unavailable. A**
42 **message was left for Shultz that the Complainant had the information Shultz wanted. Shultz never**
43 **called back; he had his verification.**
- 44 15. All payments made to PPL are Automated Clearing House (ACH) transactions taken directly from the
45 Complainant's checking account.
- 46 16. The Originator (Complainant) – whether that's an individual, a corporation or other entity– initiates
47 either a Direct Deposit or Direct Payment transaction using the ACH Network.
- 48 17. ACH transaction payments can be either debit, credit, or directly from the Originators checking account
49 and that commonly include Direct Deposit payments of payroll, government and Social Security benefits,
50 mortgage and bill payments, online banking payments, person-to-person (P2P), business-to-business
51 (B2B) payments, person-to-business (P2B) to name a few.
- 52 18. Instead of using paper checks, ACH entries are entered, on the PPL website and “made available”
53 electronically to PPL's bank, by Navy Federal Credit Union, the Complainant's bank.
- 54 19. The Originating Depository Financial institution (ODFI) (Navy Federal Credit Union – Complainant's
55 financial institution) enters the ACH payment request from the Originator (Complainant) to the ACH
56 “Operator”.
- 57 20. The ODFI aggregates payments from customers and transmits them in batches at regular, predetermined
58 intervals to an ACH Operator.
- 59 21. ACH Operators (The Federal Reserve or The Clearing House) receive batches of ACH entries from the
60 ODFI.
- 61 22. The ACH transactions are sorted and **made available** by the ACH Operator to the **Receiving**
62 **Depository Financial Institution (RDFI - PPL).**
- 63 a. The payment transactions are “**made available**” and not automatically deposited with the
64 **RDFI (PPL)**. PPL must obtain the actual payment through their system.
- 65 b. The RDFI – PPL **must** “collect” the payment through their financial institution to make
66 their own deposit.
- 67 c. The RDFI – PPL is not require to “collect” the transaction, as has been the case with PPL
68 and the Complainant, and depending on the RDFI's bank policy goes “stale” within 180
69 days or less.

70 d. Even if the originator (Complainant) and its ODFI (NFCU) are authorized to reinstate an ACH
71 debit entry, the NACHA Rules include a very specific deadline for doing so: **No ACH debit**
72 **entry may be reinstated more than 180 days after the settlement date of the original debit**
73 **entry.**

74 23. **The Receiver's (PPL) account is debited or credited by the RDFI (PPL's bank), according to the**
75 **type of ACH entry.** Individuals, businesses and other entities can all be Receivers.

76 a. The Complainant's PPL Payment Account History indicates:

77 i. two out of six payments as being returned:

78 ii. One payment was "re-issued" only once - Exhibit A, Item 3

79 iii. The second "re-issued" twice and paid the third time - Exhibit A, Items 4, 5, 6.

80 Notes:

81 1) The Payment first shows "Paid" - Exhibit A, Item 4

82 2) Then "Returned" - Exhibit A, Item 5

83 3) Then "Paid" by "Auto Pay" - Exhibit A, Item 6

84 4) The significance of the "Returned" payment - Exhibit A, Item 5 - is that
85 it becomes a negative credit strike against the Complainant that never
86 should have been assessed

87 b. Four other payments in the Complainant's PPL Payment History account indicates they
88 were "paid" but the Complainant's Checking Account statement indicates they were
89 never debited.

90 24. **Each ACH credit transaction settles in one to two business days, and each debit transaction settles**
91 **in just one business day, as per the *Rules*.**

92 25. PPL Customer Service was contacted by the Complainant about the issues in this complaint on or about
93 3/1/2018.

94 26. PPL Customer Service refused to acknowledge the validity of the Complaint's statement of fact or
95 explain PPL's ACH policies.

96 27. Complainant's Checking Account statement indicates the payments demanded by PPL or made to PPL's
97 bank by The Federal Reserve (used by NFCU) were never collected.

98 28. Demand for payment by PPL to The Federal Reserve or The Clearing House was withdrawn by PPL as a
99 consequence the **Complainant's balance increased including late fees.**

100 29. PPL withdrew its demand for payment from The Federal Reserve (used by NFCU) expressly to drive up
101 the Complainant's bill balance expressly to be able to demand a higher monthly payment plan payments
102 from the Complainant so that Complainant's arrears would be paid of sooner rather than later. The
103 **Complainant's balance increased as a consequence.**

104 30. Complainant's balance has increased from \$2,898.91, on 03/17/2017, to \$5,075.39, on 02/14/2018

- 105 31. On 2/24/2018 PPL denied accepting payment from the Complainant directly from Complainant's
106 checking or savings account.
- 107 32. On 2/26/2018 the Complainant identified himself to PPL Customer Service as a disabled person
108 and requested that the Complainant be provided with a reasonable accommodation that his Billing
109 Date be changed to the 15th day of the month instead of the current billing date and was denied.
- 110 33. On 2/26/2018, pursuant to PPL policy, on the PPL website, the Complainant was required to go to
111 a PPL Payment Center to make a payment on monthly usage. The Complainant is disable, a high
112 risk cardiac patient with a pacemaker / defibulator, does not drive, and consequently going to a
113 PPL Payment Center is a hardship, and in winter's icy conditions a safety issue, which paying
114 online totally eliminates.
- 115 34. The last PPL transaction appearing in the Complainant's checking account was:
116 12/27/2017 - ACH Transaction - PPL ELECTRIC ONLINE PMT 0012114128 - \$149.00, when
117 subsequent payments had been made and sometimes accept and sometimes ignored
118

Charges

Charge 1

122 **Refusal to make a reasonable accommodation**
123 **in rule / policies / practices / services**

Disability – Has a Disability -
Discrimination

- 124
- 125 35. Paragraphs 1 through 26 are incorporated herein by reference as though set forth in full.
- 126 36. My protected class is disability.
- 127 37. At or about 2/2/2018 11:18 AM the Complainant identified himself to PPL Customer Service as a
128 disabled person and requested that the Complainant be provided with a reasonable accommodation by
129 changing his Billing Date to the 15th day of the month instead of the current billing date
- 130 38. The request for a **reasonable accommodation** the change the Complainant's billing date was **denied**.

Charge 2

133 **Discriminate in terms / conditions /**
134 **rules / policies / practices / services**

Sex - Discrimination

- 135
- 136 39. Paragraphs 1 through 38 are incorporated herein by reference as though set forth in full.
- 137 40. My protected class is disability.
- 138 41. Pursuant to the Public Utility Commission website for Consumers *"If you are eligible for a Customer*
139 *Assistance Program (CAP), the utility should not require a deposit."*

140 42. In early 2017 the Complainant brokered a Payment Arrangement on behalf of his ex-wife with PPL
141 through the PUC. By this time the Complainant and his ex-wife had divorced and she had moved out of
142 the marital homestead to another residence in the same community

143 43. Since the Complainant was involved in the Payment Agreement the Complainant received a letter from
144 PUC stating the terms of the agreement. The terms were \$27.00 a month to her arrears plus the monthly
145 budget payment of \$110.00. **No down payment was required in the Payment Agreement for the**
146 **Complainants ex-wife.**

147 44. In that same time frame the Complainant entered into a discussion with PPL regarding Payment
148 Agreement with PPL concerning his own account. At or about that same time the Complainant and his
149 ex-wife owed approximately the same amount of money – within approximately \$100.00 of each other.
150 PPL demanded the Complainant to pay approximately \$1156.00 as a down payment to enter into a
151 Payment Agreement with PPL.

152 45. The down payment requirement occurred on other occasions in other discussions regarding the
153 Complainant's arrears and a Payment Agreement. The Complainant's ex-wife has **NEVER** been required
154 to make a down payment to enter into any of her numerous Payment Agreements with PPL,

155
156 **Charge 3**

157 **Discriminate in terms / conditions /**
158 **rules / policies / practices / services**

Sex - Discrimination

159
160
161 46. Paragraphs 1 through 45 are incorporated herein by reference as though set forth in full.

162 47. My protected class is disability.

163 48. The Complainant's ex-wife is disabled, as is the Complainant, and is billed by PPL as is the
164 Complainant.

165 49. As of 2/18/2018, and based on an inquiry, of the Complainant's ex-wife's payments to PPL, she reports
166 that all her payments are being properly accepted, recorded, and applied to her PPL account.

167
168
169 **Charge 4**

170 **Malfeasance in rules / policies / practices /**
171 **services / PUC regulations**

Disability – Has a Disability -
Discrimination

172 50. Paragraphs 1 through 49 are incorporated herein by reference as though set forth in full.

173 51. My protected class is disability.

174 52. Complainant's PPL Payment History shows that on or about 11/2/ 2017 the Complainant made an ACH
175 \$53.55 payment to the **RDFI (PPL's bank)** on PPL's website and is indicated in the Payment History as
176 "PAID".

177 53. While the payment appears in the Complainant's PPL Account Payment History as "PAID" no
178 confirmation of the payment was received by the Complainant in the Complainant's email as is the
179 requirement pursuant to Public Utility Code 66 Pa.C.S. Chapter 14 §56.25 §§4 for Electronic Payments.

180 54. There is no evidence that the **RDFI (PPL's bank)** ACH payment was debited, by the **RDFI (PPL's**
181 **bank)**, in the Complainant's ODFI (NFCU) checking account statement.

182 55. Likewise there is no evidence of an Insufficient Funds penalty in the Complainant's ODFI (NFCU)
183 checking account statement for the date in question.

184 56. Pursuant to the Public Utility Code 66 Pa.C.S. Chapter 14 §56.25 §§4 PPL failed to provide written
185 confirmation of payment transactions

186 57. Since no Insufficient Funds penalties or debit appear in the Complainant's ODFI (NFCU) checking
187 account, and no payment confirmation notice was received by the Complainant; AND due to the ACH
188 system's Rules the **RDFI (PPL's bank)** Online Payment system which functions basically like any other
189 online ACH system with the exception of complying with PUC Utility Regulations there are only two
190 explanations for these circumstances:

191 a. The demand for payment from The Federal Reserve or The Clearing House was withdrawn, prior
192 processing, by the **RDFI (PPL's bank)**, PPL is the only entity with authority to demand a
193 payment withdrawal to their company, except The Federal Reserve or The Clearing House itself,
194 neither of whom have a particular interest in this transaction other than seeing it to its conclusion;
195 that being to effect the debit of the ODFI (NFCU) withdrawal and the credit of the **RDFI (PPL's**
196 **bank)** account.

197 b. As a former computer builder, former owner of Custom Computer Systems and a graduate of
198 CDE's Computer Help Desk program and the reliability of computer systems such as the ACH
199 system, and the routine maintenance such systems are subject to I can attest that:

200 i. One event, in 12 months, constitutes a system malfunction

201 ii. A second event, in 2 months, rises to the level of human interference

202 iii. Three events, in 12 months, is proof of human interference

203 c. The previous evidencing that **RDFI (PPL)** withdrew to payment demand from The Federal
204 Reserve or the Clearing House.

205 58. **Why would PPL refuse to collect payments?** As payments are refused a PPL customer's balance
206 increases (refer to paragraph 22, line 75) which allows PPL, by regulation to assess a larger monthly
207 payment and down payment for a Monthly Payment Plan pursuant PUC regulations Public Utility Code
208 66, this ensures that PPL will collect the arrears sooner than later and at the same time damage the
209 customer's credit rating with PPL, which has already happened to the Complainant, **forcing the**
210 **customer to pay the arrearage in full or face a shut off of service which has likewise already**
211 **happened.**

212 59. By not collecting the Complainant's payments and applying them to the Complainant's account PPL is
213 guilty of malfeasance, using the activity for the purpose of harassing and discriminating against a
214 protected class individual, by forcing the Complainant's balance to continue to rise, for the express
215 purpose of being able to demand a higher down payment required to enter into a payment agreement and
216 collect the arrearages sooner rather than later.

217

218

Charge 5

219 **Malfeasance in rules / policies / practices**
220 **/services**

Disability – Has a Disability -
Discrimination

221

222 60. Paragraphs 1 through 59 are incorporated herein by reference as though set forth in full.

223 61. My protected class is disability.

224 62. Black's Law Dictionary defines "malfeasance" as ". . . the commission of some act which is positively
225 unlawful", Commonwealth v. Dolny, 235 Pa. Superior Ct. 241 (1975)

226 63. PPL is certified by the Pennsylvania Public Utility Commission to provide electricity to Pennsylvania
227 residents, collect the electrical usage fees, regardless of the electrical provider, and is under the auspices
228 of the Governor through the Public Utility Commission and therefore an agency of the Commonwealth of
229 Pennsylvania; and as such has a fiduciary responsibility to provide proper service to Pennsylvania
230 residents and to their finances.

231 64. Complainant's PPL Payment History shows that on or about 11/13 2017 the Complainant made a \$53.55
232 payment to PPL Electronically on PPL's website and is indicated in the Payment History as "PAID".

233 65. While the payment appears in the Complainant's Payment History no confirmation of the failed payment
234 was received by the Complainant in the Complainant's email. Likewise there is no evidence of an
235 Insufficient Funds penalty in the Complainant's checking account statement.

236 66. By not collecting the Complainant's payment and applying them to the Complainant's account PPL is
237 guilty of malfeasance, using the activity for the purpose of harassing and discriminating against a
238 protected class individual by forcing the Complainant's balance to continue to rise for the express
239 purpose of being able to demand a higher down payment required to enter into a payment agreement and
240 collect the arrearages sooner rather than later.

241

242

Charge 6

243 **Malfeasance / Wrongful**
244 **Use of Civil Process**

Harassment / discrimination

245

246 67. Paragraphs 1 through 66 are incorporated herein by reference as though set forth in full.

247 68. My protected class is disability.

248 69. Clearly, PPL considers not collecting a payment the same as not making a payment.

249 70. Since PPL has sought baseless civil action against the Complaint, PPL is guilty of violating 42 Pa.C.S.A.
250 § 8351 Wrongful Use of Civil Process.

251
252 **Charge 7**

253 **Malfeasance** **Denial of Service / Harassment /**
254 **discrimination**

255 71. Paragraphs 1 through 70 are incorporated herein by reference as though set forth in full.

256 72. My protected class is disability.

257 73. By failing to properly collect and credit the Complainant's account PPL has seized the opportunity to
258 deny the Complainant credit.

259 74. By failing to properly collect and credit the Complainant's account PPL has seized the opportunity to
260 deny the Complainant a payment plan on the grounds of bad credit performance.

261
262 **Charge 8**

263 **Malfeasance** **Harassment / discrimination**

264
265 75. Paragraphs 1 through 74 are incorporated herein by reference as though set forth in full.

266 76. My protected class is disability.

267 77. Complainant's PPL Payment History shows that on or about November 2, 2017 the Complainant made a
268 \$53.53 payment to PPL Electronically on PPL's website and is indicated in the Payment History as
269 "PAID".

270 78. Pursuant to Public Utility Code (66 Pa.C.S. Chapter 14) §56.25 §§(4) PPL is required to provide a notice
271 of payment by email to the customer.

272 79. PPL failed to apply the Complainant's payments and provide such notice.

273 80. Since the PPL Account Payment History, on their website, **only** covers six payments it is impossible for
274 the Complaint to determine the actual number of affected payments.

275
276 **Charge 9**

277 **Malfeasance** **Harassment / Discrimination**
278 **Denial of Service**
279

280 81. Paragraphs 1 through 80 are incorporated herein by reference as though set forth in full.

281 82. My protected class is disability.

282 83. On at least two separate occasions PPL established Payment Agreements without consulting or advising
283 the Complainant of those Payment Agreements and for that reason the exact number, establishment dates,
284 and default dates are unknown to the Complainant with the exception of a payment arrangement that
285 went in default on 9/8/2017 which the Complainant was advised of by telephone, from PPL, on
286 9/10/2018.

287 84. Based on the previous known Payment Agreement offered to the Complainant; should the Complainant
288 wish wished to reinstate the agreement, which defaulted on 9/8/2017, the Complainant would have to
289 agree to a down payment in excess of \$2000.00 which represents nearly the Complainant's entire
290 month's income. No details of the defaulted Payment Agreement were provided to the Complainant.

291 85. The second unknown Payment Agreement was made known to the Complainant as a consequence of the
292 discussion of the Payment Agreement that defaulted on 9/8/2017. No details, terms, initiation date, or
293 default date of the unknown Payment Agreement(s) were provided to the Complainant.

294 86. Each of these unknown and defaulted Payment Agreements contributed to the decline of the
295 Complainant's credit availability with PPL

296
297 **Charge 10**

298 **Discrimination**

Denial of Service

299
300 87. Paragraphs 1 through 86I h are incorporated herein by reference as though set forth in full.

301 88. My protected class is disability.

302 89. On or about April 12, 2017 the Complainant contacted Senator Scavello office to express concerns about
303 PPL's performance with respect to the Complainant's account and requested of a Senator's staffer to
304 contact PPL about my account concerns.

305 90. On or about April 14, 2017, at or about 2 PM the Complainant received a telephone from an individual
306 only identifying themselves as a PPL representative to informed the Complainant that the call was being
307 made at the behest of Senator Scavello's office.

308 91. The demeanor of the caller was one of resentment at having to make the call or being told to do so either
309 by Senator Scavello's office directly or by Senator Scavello's office through their superior

310 92. In either case political interference was not welcomed.

311 93. The caller informed the Complainant that "PPL would only speak to the PUC with respect to his account"
312 and proceeded to terminate the call.

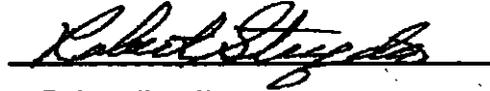
313 94. I have found nothing in the PUC regulations that gives this authority to any representative of PPL.

314 95. In the Complainant's Informal Complaint to the PUC the identity of this individual was demanded for the
315 express purpose of filing a complaint with HUD, PHRC, and the PUC. PPL failed to comply in their
316 answer.

317 I hereby verify that the statements contained in this complaint are true and correct to the best of my
318 knowledge, information, and belief. I understand that false statements herein are made subject to the
319 penalties of 18 PA. C. S. §4940, relating to unsworn falsification to authorities.

320
321
322
323

Dated: 10 May 2018

A handwritten signature in black ink, appearing to read "Robert Strydio", is written over a horizontal line.

Robert Strydio
130 Georgellen Avenue
East Stroudsburg, PA 18031
201-334-6874
r.strydio@yahoo.com

ROBERT STRYDIO
130 GEORGELLEN AVE, EAST STROUDSBURG, PA 18301

Account Number: 59921-22072

Payment History

Payment Date	Amount	Method	Status
11/13/2017	\$53.55	Auto Pay	PAID
11/07/2017	\$53.55	Returned Payment	Failed
11/02/2017	\$53.55	Electronic payment Customer Issued	PAID
04/10/2017	\$497.00	Returned Payment	Failed
04/05/2017	\$497.00	Electronic payment Customer issued	PAID
10/05/2016	\$265.50	Electronic payment PPL Issued	PAID

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 'A'

Robert Strydio
130 Georgellen Ave.
East Stroudsburg, PA 18301

Pennsylvania Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265

Pennsylvania PUC

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CAC Division

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