

September 6, 2018

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Keystone Bldg. 2nd Floor W
400 N. Street
Harrisburg, PA 17120

RE: Karen Feitt & H. Mendoza, Jr. v. Duquesne Light Company
Docket No. F-2017-2636316

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Motion to Quash Complainants' Exceptions. A copy of this document has been served upon Complainants in accordance with Commission regulations.

Sincerely,



Paul Shane Miller
Attorney for Duquesne Light Company

Enclosure

cc: Karen Feitt and H. Mendoza, Jr. (with enclosure)

TADMS:1004414-1 014657-158498

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

KAREN FEITT AND H. MENDOZA, JR., :

Complainant, :

vs. :

DUQUESNE LIGHT COMPANY, :

Respondent. :

No: F-2017-2636316

**MOTION TO QUASH COMPLAINANT'S
EXCEPTIONS**

Filed on behalf of Respondent
Duquesne Light Company

Counsel of Record for this Party:
Paul Shane Miller, Esquire
PA I.D. No. 319174
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412-566-1212
1500 One PPG Place
Pittsburgh, PA 15222
Counsel for Respondent

NOTICE TO PLEAD

TO COMPLAINANTS KAREN FEITT AND H. MENDOZA, JR.:

YOU ARE NOTIFIED TO FILE A WRITTEN RESPONSE TO RESPONDENT'S MOTION TO QUASH COMPLAINANT'S EXCEPTIONS WITHIN TWENTY (20) DAYS OF SERVICE OR A RULING MAY BE ENTERED AGAINST YOU.

TUCKER ARENSBERG, P.C.



Paul Shane Miller, Esquire
Counsel for Duquesne Light Company

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

KAREN FEITT AND H. MENDOZA, JR.,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: F-2017-2636316
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

MOTION TO QUASH COMPLAINANT'S EXCEPTIONS

Pursuant to 52 Pa. Code § 5.103, Respondent Duquesne Light Company ("Duquesne Light") files this Motion to Quash Complainant's Exceptions:

INTRODUCTION

1. This is a case in which Complainants contend they do not owe Duquesne Light a "red cent" for the electricity they consumed because they signed and stamped their monthly bill with an endorsement that reads "ACCEPTED for VALUE." This, Complainants contend, discharges their payment obligations to Duquesne Light.

2. Administrative Law Judge Conrad Johnson rightfully denied and dismissed the complaint, finding that Duquesne Light's policy requiring customer payments in United States currency is a reasonable one.

3. Complainants now attempt to except to ALJ Johnson's decision through a "Commercial Affidavit of Truth," which basically argues that there is no such thing as United States currency, and since they "cannot be made to perform the impossible," they should not be obligated to make payments to Duquesne Light. Complainants, however, do not identify any errors in ALJ Johnson's findings of fact or conclusions of law in violation of 52 Pa. Code § 5.533 and base their argument entirely on a flawed interpretation of federal laws that fall far outside

the Commission's jurisdiction. Accordingly, the exceptions should be quashed and this action dismissed.

BACKGROUND

4. Complainants filed the pending complaint on November 28, 2017, checking the boxes for "I would like a payment arrangement" and "other." As relief, Complainants requested a payment arrangement and "the return of arrears, billing refunds and considerations." Complaint at ¶¶ 4-5.

5. In their complaint, Complainants also confusingly argued that Duquesne Light's (undescribed) conduct constituted theft by deception and extortion, and they listed a number of federal laws they claimed were violated by Duquesne Light. Complaint at ¶ 5.

6. Duquesne Light filed an answer and preliminary objections, the latter of which argued that the complaint should be dismissed because the Commission lacked jurisdiction over alleged violations of federal statutes and other laws outside of the Public Utility Code and the associated regulations. This action's procedural history is summarized in greater detail in pages 1 to 4 of Administrative Law Judge Johnson's Initial Decision dated July 25, 2018 (the "Initial Decision"), which is attached as Exhibit A.

7. ALJ Johnson sustained Duquesne Light's preliminary objections "on the grounds the Commission lacked jurisdiction over Complainants' allegations invoking federal crimes, banking laws and asserting debt collection and damages under the Pennsylvania Unfair Trade Practices and Consumer Protection Law." Initial Decision at 4.

8. The parties participated in a telephone hearing, at which the evidence showed that the last payment Complainants made on their account was on October 13, 2017. After that date, Complainants began stamping, signing, and returning their monthly electric bill with the following endorsement:

... All rights reserved.
All rights not mentioned Herein reserved.
ACCEPTED for VALUE
Exempt from levy without recourse
R & R s/ K. Feitt s./ H. Mendoza
Void where prohibited by law...

Initial Decision at 5-6 (Finding of Fact Nos. 5 and 6).

9. At the hearing, Complainants' primary argument was that they did not owe Duquesne Light *any money* for electric because the endorsement cited above constituted payment in full. As ALJ Johnson explained: "While initially conceding that \$378.49 was owed to Duquesne Light, Complainants changed position and asserted they did not owe Duquesne Light a 'red cent.' Tr. 41. Complainants explained that since October 2017 they had been signing and stamping their electric bill with the endorsement 'ACCEPTED for VALUE.' Afterwards, Complainants would mail the signed and endorsed electric bill as payment for their electric usage. Complainants argued there is no legal tender such as U.S. currency, and by operation of law their signature and endorsement on their electric bill services as payment for their electric service. Tr. 85-87." Initial Decision at 11.

10. Because Duquesne Light's policy is to require customer payments in United States currency, the company denied that Complainants' endorsement satisfied their payment obligations. Initial Decision at 11.

11. ALJ Johnson concluded that Complainants were not entitled to a payment arrangement because Complainants did not accept responsibility for their balance and also ruled that Duquesne Light's policy of requiring payment in United States currency was reasonable. Initial Decision at 11-14. Accordingly, he denied and dismissed the complaint.

12. In an attempt to file exceptions to the Initial Decision, Complainants filed a "Commercial Affidavit of Truth," a copy of which is attached as Exhibit B. In that affidavit, Complainants essentially assert that, pursuant to their interpretation of federal law: (1) the only currency permitted by the United States Constitution is silver and gold; (2) all silver and gold

was removed from circulation; (3) that, as a result, Complainants' "signature is now a security and has value to it"; and (4) that the payment of debt is now "against Congressional and 'public policy'" [sic]. Commercial Affidavit of Truth at ¶¶ 1-6.

ARGUMENT

13. Complainants' Commercial Affidavit of Truth does not comply with the Commission's regulations and, moreover, relies exclusively on Complainants' flawed interpretation of laws that fall outside the Commission's jurisdiction. As such, the "exceptions" should be quashed.

14. 52 Pa. Code § 5.533 establishes the procedure Complainants had to follow in filing exceptions to the Initial Decision. In pertinent part, that regulation provides: "Each exception must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision. Supporting reasons for the exceptions shall follow each specific exception." 52 Pa. Code 5.533(b).

15. Complainants' Commercial Affidavit of Truth does not come remotely close to meeting those requirements. Complainants did not identify any finding of fact or conclusion of law they contend was in error. And, in making their argument, they cited no evidence of record nor cited any provision of the Public Utility Code, its associated regulations, or Duquesne Light's tariff.

16. While Duquesne Light understands that *pro se* Complainants receive some procedural leniency, the Commission has rightfully declined to consider "exceptions" filed by complainants when they fall far outside the scope contemplated by the regulations. For example, in Blauhut v. PECO Energy Co., Docket No. C-2009-2087552, 2010 WL 637084 (Pa. P.U.C. Jan. 29, 2010), the Commission declined to consider exceptions filed by a *pro se* complainant that were beyond the scope of what it could consider. Id. at *3. Specifically, the Commission held that the parts of the complainant's exceptions that constituted "additional

argument relative to the underlying case” and relied on extra-record evidence, were not bases for exceptions under Section 5.533 and would not be considered.

17. The same logic applies here, except that *all* of Complainants’ statements in its Commercial Affidavit of Truth constitute additional argument about the underlying case, all of which rely *exclusively* on laws that are outside the Commission’s jurisdiction (as ALJ Johnson correctly determined in sustaining Duquesne Light’s preliminary objections).¹ The Commercial Affidavit of Truth does not identify any errors in the Initial Decision and relies exclusively on an illogical interpretation of federal law for the inconceivable proposition that there is no such thing as United States currency and so it is “impossible” for Complainants to pay their electric bill.

CONCLUSION

18. Because Complainants’ “exceptions” do not comply with the regulations and rely exclusively on a flawed interpretation of laws outside the Commission’s jurisdiction, Duquesne Light respectfully requests that they be quashed and this action be dismissed.

19. Alternatively, if the Commission denies this motion, Duquesne Light requests that it issue a briefing schedule that sets deadlines by which the parties may submit written briefs relating to Complainant’s exceptions to the Initial Decision. Duquesne Light reserves the right to present additional arguments as to why Complainant’s exceptions must be denied by the Commission, and it does not waive any such arguments merely because they have not been presented in this motion to quash.

WHEREFORE, Respondent Duquesne Light Company respectfully requests that Complainants’ exceptions be quashed and that this action be dismissed with prejudice.

¹ It bears noting that Complainants have recently filed a separate civil action against Duquesne Light in the Allegheny County Court of Common Pleas.

TUCKER ARENSBERG, P.C.

A handwritten signature in black ink, appearing to read "Paul Shane Miller". The signature is written in a cursive, flowing style with some loops and flourishes.

Paul Shane Miller, Esquire
Counsel for Duquesne Light Company

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Complainant, :

vs. :

No: F-2017-2636316

DUQUESNE LIGHT COMPANY, :

Respondent. :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion to Quash Complainant's Exceptions upon the participant listed below in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a participant):

Karen Feitt & H. Mendoza, Jr.
1036 Jackman Avenue
Avalon, PA 15202

Administrative Law Judge Conrad Johnson
Pennsylvania Public Utility Commission
Piatt Place - 301 Fifth Avenue
Suite 220
Pittsburgh, PA 15222
Via Fax - (412) 565-5692
and Regular Mail

Dated this 6th day of September, 2018



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