

November 8, 2018

Shawane L. Lee Esq
Exelon Business Services
Legal Dept S23-1
Philadelphia, PA 19101

Re: Deree J. Norman v PECO, Docket No. F-2018-2640713

Dear Secretary Chiavetta:

Please find attached Complainant's Exceptions to the Initial Decision in this matter.

If additional information is required, please do not hesitate to contact the undersigned.
Thank you for your assistance in this matter.

Sincerely,

/s/ Deree J. Norman
Deree J. Norman

Enclosure

cc: Administrative Law Judge Marta Guhl

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman	:	
	:	
v.	:	F-2018-2640713
	:	
PECO Energy Company	:	

EXCEPTIONS TO FINDINGS OF FACT

1. The Complainant in this case is Deree J. Norman, who resides at 5367 Thomas Avenue, Philadelphia, Pennsylvania 19144 (Service Address). Tr. 8.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion. However, Complainant's correct zip code is 19143.

2. The Respondent is PECO Energy Company.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion.

3. The Complainant is currently not receiving service from PECO at the Service Address. Tr. 8.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion.

4. On July 13, 2017, the Commission entered an Opinion and Order at Docket No. C-2015-2472605, which denied the Complainant's exceptions to the Initial Decision of Administrative Law Judge (ALJ) Mary Long and adopted the ALJ's Initial Decision, denying the Complainant's allegations that there were incorrect charges on his bills. Tr. 52; PECO Exh. 13.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion.

5. The Complainant filed a Petition for Review to the Commonwealth Court of Pennsylvania regarding the July 13, 2017 Commission Opinion and Order. Tr. 9.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion.

6. On July 13, 2017, PECO issued a ten-day termination notice for the amount of \$1,760.68. Tr. 50, 52; PECO Exhs. 3 & 4.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion.

7. PECO attempted a 72-hour notice on August 7, 2017, August 11, 2017, and August 14, 2017 and was successful on August 15, 2017. Tr. 56-57; PECO Exh. 4.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs that a seventy-two (72) hour shut off notice dated August 15, 2017 was placed in his mail slot on or around August 15, 2017, by someone not employed by the U.S postal service. However, after reasonable investigation, Complainant is without knowledge or information sufficient to confirm that an attempt to place a seventy-two (72) hour shut off notice in his mail slot ever occurred on any other date.

Complainant did however, receive a ten (10) day shut off notice dated August 11, 2017 via regular U.S. mail and subsequently received a seventy-two (72) hour shut off notice, dated August 15, 2017 that had been place in his mail slot on or around August 15, 2017 by someone not employed by the U.S postal service. See Complainant Exhibit

EXCEPTION – Administrative Law Judge Guhl has erroneously based her conclusion, depicted in ¶ 7 on falsified and misrepresented information produced by Respondent's Counsel and or the hearsay testimony of a third-party witness elicited by Respondent's Counsel who did not issue any notices nor did the witness attempt to serve or deliver any notice of any kind. Respondent's actions are exhibits of evidence tampering, perjury and fraud by misrepresentation.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business. PECO Exh. 4

8. The Complainant's service was terminated on August 21, 2017, due to nonpayment. Tr. 64; PECO Exh. 3.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. Complainant's service was terminated on August 21, 2017. However, given the fact that Respondent's refused to forward a medical certification form to Complainant's Physician in conjunction with the fact that no payment agreement was ever offered by Respondent, Complainant contends that service was terminate by Respondent in an effort to bully, chastise and create an unlivable situation for Complainant in an effort to exchange Complainant's first-generation Smart Meter.¹

Documented evidence clearly shows that the Respondent has repeatedly stated that they wanted to exchange Complaint's first-generation Smart Meter which can only communicate with the PECO base station by send and receive a signal to and from the PECO's base station once a day. The meter PECO wants to install is a second-generation Smart Meter that communicates with the PECO base station by sending and receiving a signal to and from the PECO base station every five (5) seconds.

EXCEPTION - Administrative Law Judge Guhl has ignored the absence of documented facts in her conclusion depicted in ¶ 8. ALJ Guhl has given an enormous amount of weight to evidence that Respondent cannot produce. ALJ Guhl unjustifiably relied on falsified information produced by Respondent's counsel and or hearsay testimony elicited by Respondence's Counsel from a third-party witness neither of who sent a medical certificate form to Complainant Physician or offered Complainant a payment agreement. By allowing Respondent to simply state that a (1) a medical certification form was sent to Complainant's Physician via fax and (2) that a payment agreement was offered is pure conjecture.

¹ Note (Complainant's current first-generation Smart Meter has been tested twice by PECO and during both testing's it was confirmed that Complainant's meter was operating at 100%. Complainant has refused to have his working Smart Meter exchanged.)

Respondent's Counsel was admonished during the hearing for coaching her witness, authoring testimony of said witness, during Complainant's cross-examination on the subject of the medical certification form. Tr. 106: 9 – 107:12.

Respondent has not and cannot produce indisputable proof to support the falsified claims that a medical certification form was sent to Complainant's Physician.

- No copy of a medical certification form bearing Complainant's Physician's information exists.
- No screen print or data report from Respondent's faxing software showing a fax was sent to Complainant's Physician exists.
- No screen print or data report from Respondent's faxing software showing a confirmation of delivery of a fax being sent to Complainant's Physician exists.
- Respondent's cannot produce a screen print, or a system generated report showing the contacts listed on Complainant's account between Complainant and Respondent.

Respondent's actions are exhibits of evidence tampering, perjury and fraud by misrepresentation and concealment.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business as well as accepting testimony that should be easily supported by electronically stored data. PECO Exh. 3.

Moreover, the lack of documented evidence should have resulted in said statements being deemed inconsequential and or stricken from the record.

The mere fact that Complainant did not motion for the false and unsupported statements to be stricken during the hearing is irrelevant, given the ALJ's *sua sponte* authority she could have and should have enter her own motion to the same effect

9. PECO terminated service by an underground dig due to the Complainant not allowing access to the meter in the Service Address. Tr. 64; PECO Exh. 3.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs that an

underground dig was performed. However, Complainant did not deny access to the meter at the Service Address. The technician's (subcontractors for PECO not PECO employee's) expressed concerns regarding Complainant's canine and therefore elected to dig through three feet of soft dirt in the front yard of Complainant's home. The underground dig which took approximately twenty (25) to thirty (30) minutes (dig, termination of service and refilling of hole) did not require a breach of asphalt or concrete nor did it require heavy equipment, the entire job was done by hand.

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion depicted in ¶ 9 on falsified information produced by Respondent's Counsel and or hearsay testimony elicited by Respondence's Counsel from a third-party witness, neither of whom were at Complainant's residence on August 21, 2017 to witness the termination of service. The statements made by Counsel as well as the hearsay witness are speculative and pure conjecture. Respondent's actions are exhibits of perjury and fraud by misrepresentation.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept hearsay and unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business. PECO Exh. 3.

10. A final bill on the Complainant's PECO account was sent on September 26, 2017, in the amount of \$1,909.33. Tr. 85; PECO Exhs. 1, 2, 3 & 13.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. After reasonable investigation, Complainant is without knowledge or information sufficient to confirm that a final bill was ever sent to Complainant on September 26, 2017, in the amount of \$1,909.33. In fact, it is Complainant's position is that no such bill was ever sent.

Complainant received a bill which was sent on September 12, 2017 (**Bill "A"**), with current period charges in the amount of \$2,891.67 and an amount due of \$2,043.92 of which, the actual readings were calculated from August 8, 2017 through September 7, 2017 thereby including seventeen (17) days after Complainant's services was terminated by an underground dig which occurred on August 21, 2017.

In addition, the bill, showing the erroneous days of usage, indicated that a payment was made on September 6, 2017 in the amount of \$70.00 despite no such payment ever being made by Complainant. Tr. 85; Norman Exh. 6

Moreover, During the BCS investigation of the complaint filed on August 31, 2017, Respondent informed BCS investigator Tim Clark, that the account balance due was \$1,909.33 which did not include any payments or charges sent out after September 6, 2017. This is in direct conflict with the August 14, 2017 bill which shows an amount due of \$1,980.91 and the September 12, bill which shows an amount due of \$2,043.92. It also conflicts with the seventy-two (72) hour termination notice dated on August 17, 2017 showing an amount due of 1,886.90.

Furthermore, on March 16, 2018 Respondent submitted (via PUC e-filing system) Objections and Answers to Complainant's Discovery request. In that submission Respondent's included (for the first time) the manually generated bill referenced by ALJ Guhl in "Finding of Facts" ¶ 10. It is clear and obvious that the September 26, 2017 bill is in complete conflict with the September 12, 2017 bill and was not generated in the normal course business.

Finally, the questionable September 26, 2017 bill (**Bill "B"**) indicates that the previously recorded payment of \$70.00 made on September 6, 2017 was now depicted as credit of -\$70.00 thereby indicating that a reversal of said payment was made with an action date of 00/00/00. This retroactive manually generated bill, of which the current readings were recalculated from August 8, 2017 through August 21, 2017, clearly shows that PECO has the systematic capability to create bills, for services not rendered, that are comprised of whatever PECO wants while maintaining synchronicity between their mainframe and the customers meter.

Therefore, the discrepancies and misrepresentations between Bill "A" and Bill "B" clearly refute any and all claims where Respondent states that PECO has never issued any erroneous bills and or charges in regard to Complainant's account. Tr. 52; PECO Exh. 13

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion, depicted in ¶ 10, on falsified information produced by Respondent's counsel and or hearsay testimony elicited by Respondent's Counsel from a third-party witness, neither of whom work in the billing department. Respondent's actions are exhibits of evidence tampering, perjury and fraud by misrepresentation

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business. PECO Exh. 3.

11. The Complainant was billed for service to August 21, 2017. Tr. 77; PECO Exh. 2.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. Complainant was bill through September 7, 2017 by way of PECO's normal monthly process. However, this system generated bill included charges for seventeen (17) day after Complainant's service was terminated. Complainant did not learn of an additional bill that also began on August 8, 2017 and ended on August 21, 2017 until Respondent submitted (via PUC e-filing system) Objections and Answers to Complainant's Discovery request on March 16, 2018, six (6) months after received the original bill date September 12, 2017.

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion, depicted in ¶ 11, on falsified information produced by Respondent's counsel and or hearsay testimony elicited by Respondence's Counsel from a third-party witness.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept fabricated documents created in PECO's system as factual evidence produce in the normal course of business.

12. The initial bill that the Complainant received for the dates August 9, 2017, to September 7, 2017, was generated automatically by PECO's system before the account was cancelled. Tr. 76; Complainant Exh. 6.

AGREED in part DENIED in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. Complainant concurs that he received a bill covering the dates August 9, 2017, to September 7, 2017 vis U.S. mail. However, after reasonable investigation, Complainant is without knowledge or information sufficient to confirm that notice of the cancellation of his account was ever sent by Respondent.

Respondent has not and cannot never produced a copy of the notification informing Complainant of PECO's intention to cancel his account because no such notification exists.

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion, depicted in ¶ 12, on falsified information produced by Respondent's counsel and or hearsay testimony elicited by Respondence's Counsel from a third-party witness.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business. Exh. 6.

13. The Complainant's final balance on his PECO account is \$1,936.90 which also includes a late payment charge from October 24, 2017 in the amount of \$27.05. Tr. 79; PECO Exh. 1.

DENIED- Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. After reasonable investigation, Complainant is without knowledge or information sufficient to confirm that a final balance on his PECO account is \$1,936.90 which also includes a late payment charge from October 24, 2017 in the amount of \$27.05 is correct.

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion depicted in ¶ 13 on falsified information produced by Respondent's Counsel and or hearsay testimony elicited by Respondence's Counsel from a third-party witness.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business.

If Respondent is allowed to create evidence then the means of seeking a legal resolution to disputes pointless. PECO Exh. 3.

14. The Complainant had until October 18, 2017, to pay the final bill. Tr. 79-80.

DENIED- Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, after reasonable investigation, Complainant is without knowledge or information sufficient to confirm that a notice instructing Complainant that he had until October 18, 2017, to pay the final bill.

Respondent has not and can produce any documents that show a notification of final due date.

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion depicted in ¶ 14 on falsified information produced by Respondent's Counsel and or hearsay testimony elicited by Respondence counsel from a third-party witness.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to conjecture as factual evidence produce in the normal course of business.

15. The Complainant requested a medical certification form from PECO. Tr. 15.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant did request a medical certification form from PECO. However, ALJ has failed to include the fact that said request was done on July 19, 2017 and again on August 17, 2017 of which both dates are clearly prior to the termination of Complainant's electric service which occurred on August 21, 2017.

EXCEPTION - Administrative Law Judge Guhl has erroneously based her conclusion depicted in ¶ 15 on limited information. While, maintaining possession of an Affidavit from the office manager at Complainant's Physician's office, that clearly thwarts Respondent's fraudulent misrepresentation, AJL erroneously did not include it in her initial decision.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept conjecture as factual evidence produce in the normal course of business.

16. Medical certification forms are sent directly from the financial call centers through their desktop computers. Tr. 44-45.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. Medical certification forms are sent directly from the financial call centers desktops. However, all documents sent through these channels leave a clear electronic trail unless the documents are not sent at all.

EXCEPTION - Administrative Law Judge Guhl failed to disclose that the application from which medical certification forms are sent directly from the financial call centers through their desktop computers is an e-mail-based software called “Rightfax”.

ALJ Guhl also failed to disclose that the e-mail base software stores data on a physical server as well as a virtual server, which is maintained and controlled by a cloud computing provider.

ALJ Guhl’s has shown a clear bias in favor of Respondent by electing to accept conjecture as factual evidence produce in the normal course of business.

17. PECO can either mail a medical certification form to the customer or fax the form directly to the customer’s physician. Tr. 44-45.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. PECO can either mail a medical certification form to the customer or fax the form directly to the customer’s physician. However, it appears that PECO can state that a certificate was mailed or faxed without providing any physical evidence of said submission

EXCEPTION - Administrative Law Judge Guhl has exhibited bias in favor of Respondent based on her conclusion, depicted in ¶ 17. ALJ Guhl clearly allowed Respondent to state that a medical certificate was mailed and subsequently faxed. In 2017 both options leave a trail and have the ability of being tracked. Respondent’s cannot produce any physical evidence that either option was ever adhered to in regard to Complainant.

ALJ Guhl’s has shown a clear bias in favor of Respondent by electing to accept conjecture as factual evidence produce in the normal course of business..

18. The medical certification form contains a fax number that the physician can use to return the form once it is completed. Tr. 45-46.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. The medical certification form does

contains a fax number that a customer's physician can use to return the form once it is completed. However, the form has to be sent to the customer's physician in order for that concept to work.

EXCEPTION - Administrative Law Judge Guhl has exhibited bias in favor of Respondent based on her conclusion, depicted in ¶ 18. Respondent's have not produced nor, have they been required to produce a copy of a completed medical certification form containing Complainant's physicians fax information thereby making it impossible to have provided Complainant's physician with a fax number the physician could use to return the form once it is completed.

Complainant's physician never received a fax from the Respondent because Respondent never sent one.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept hearsay and conjecture as factual evidence produce in the normal course of business.

19. On July 19, 2017, PECO mailed and also advised the Complainant to call back with a fax number for his doctor. Tr. 54; PECO Exh. 3.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant contacted PECO On July 19, 2017 and requested that a medical certification form be mailed to his attention. However, PECO has never mailed a medical certification form to the Complainant and has not produced any documents that would confirm that they did. The statement depicted in ¶18 of ALJ Guhl decision is unintelligible and nonsensical on its face. If Respondent had advised Complainant to supplied Respondent with a fax number for his Physician so that a medical certification form could be forward the to the Physician's attention, there would be no need to mail a blank medical certification form to Complainant to give to his Physician.

Furthermore, having not received a medical certification form in the mail, but instead receiving a ten (10) day shut of notice on August 11, 2017 and a subsequent seventy-two (72) hour shut off notice on August 17, 2017, Complainant contacted PECO on August 17, 2017 and requested that a Medical Certification be faxed to his Physician. PECO said they could, at which time Complainant provided PECO with the contact information for Dr. Ron Anafi. (i.e. fax number (215) 615-3671.

EXCEPTION - Administrative Law Judge Guhl has exhibited bias in favor of Respondent based on her conclusion, depicted in ¶ 19, where she give a enormous amount of weight to falsified undocumented,

unprovable and unsupportable information produced by Respondent's Counsel and or hearsay testimony elicited by Respondence's Counsel from a third-party witness. Respondent's unsupported claim that Respondent mailed a medical certification form to the Complainant is pure conjecture

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept hearsay and conjecture as factual evidence produce in the normal course of business.

20. On August 31, 2017, the Complainant contacted PECO and a medical certification was faxed to Dr. Ron Anafi at (215) 615-3671. Tr. 69, 82; PECO Exh. 3.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant contacted PECO On August 17, 2017, four (4) days before service was terminated, and requested that a Medical Certification form be faxed to his Physician. Despite providing Respondent with Dr. Ron Anafi fax number (215) 615-3671, a medical certification form was never faxed.

EXCEPTION - Administrative Law Judge Guhl has clearly exhibited bias in favor of Respondent based on her conclusion, depicted in ¶ 20. A document faxed from a desktop computer through, "Right Fax", an e-mail-based application would leave an electronic trail, a copy of any document faxed through the application would be stored in perpetuity in both in the applications sent items facility as well as the cloud.

- 1) Respondent's have not and can produce a copy of the document they claimed to have faxed to Complainant's physician.
- 2) Respondent's have not and can produce a copy of any system generated notification that indicates that a fax was sent to Complainant's physician. ²
- 3) Respondents have not and can produce a copy of any system generated notification that indicates that a fax was received by Complainant's physician. (*e.g. confirmation of delivery notification*) Tr 105, 110

The aforesaid characteristics of an electronic fax are notably nonexistent because a fax was never sent by Respondent to Complainant's Physician.

Furthermore, ALJ Guhl failed to deny Respondent's Objection to an Affidavit from the office manager of Complainant's physician, which states no certificate was ever received by their automated fax application from Respondents automated fax application.

ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business.

21. PECO contacted the Complainant on September 5, 2017, regarding an informal complaint filed by the Complainant on August 30, 2017, and the Complainant inquired about the medical certification and was told that the completed form had not been returned by the doctor's office. Tr. 73, PECO Exh. 3.

DENIED- Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, after reasonable investigation, Complainant is without knowledge or information sufficient to confirm that a notice instructing Complainant that he had until October 18, 2017, to pay the final bill.

EXCEPTION - ALJ Guhl has shown a clear bias in favor of Respondent by electing to accept unofficial documents created in a Microsoft Office Excel format that are not reports or screen prints from PECO's billing and or customer account system as factual evidence produce in the normal course of business.

22. On December 15, 2017, the Complainant sent an email to PECO with attached correspondence from his physician. Tr. 82; PECO Exh. 11.

AGREED in part **DENIED** in part - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant did send an email to PECO on December 15, 2017. However, given the fact that Respondent repeatedly and falsely stated that a medical certification form was faxed to Complainant's Physician via PECO's e-mail-based software, "Rightfax" Complainant enlisted the assistance of the nurse practitioner that works with Complainant's Physician. Pursuant to 52 Pa. § 56.111 Complainant attempted to get his service restored in order to operate his medical equipment.

EXCEPTION - ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept conjecture as factual evidence produce in the normal course of business.

23. On December 18, 2017, the Complainant contacted PECO and was told that he was not entitled to a medical certification since his account had been closed for more than 30 days. Tr. 85; PECO Exhs. 3 and 13.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with ALJ Guhl's conclusion.

24. The Complainant's correspondence from December 15, 2017 with the attached doctor's letter, did not meet PECO's requirements for a medical certification because it did not include the doctor's license or address, or the address of the customer. Tr. 84.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, the document in question was sent, via e-mail, directly to Respondent's counsel whom had been communicating with Complainant for over a year. The requirement cited during the hearing apply to documents filed with the billing and or collections department

EXCEPTION - ALJ Guhl's has shown a clear bias in favor of Respondent by electing to accept conjecture as factual evidence produce in the normal course of business, while ignoring the true motive of Respondent.

25. The Complainant does not work. Tr. 14.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant, is unemployed. However, work is not limited to an exchange of service for remuneration. As defined in Blacks Law Dictionary, "Work" is "Physical and mental exertion to attain an end." In light of this fact Complainant works every day.

EXCEPTION - Administrative Law Judge Guhl has trivialized and misrepresented Complainant's status, depicted in ¶ 25.

ALJ Guhl's has shown a clear bias in favor of Respondent.

26. The Complainant resides at the Service Address with his daughter, who is 26 years old. Tr. 15.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with Judge Guhr's conclusion

27. The Complainant's daughter is not currently employed. Tr. 15.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with Judge Guhr's conclusion

28. The Complainant receives \$1,500.00 per month in Social Security benefits. Tr. 14.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter. However for the purposes of clarification, Complainant currently receives \$1,524.00 per month in Social Security Disability benefits.

29. The Complainant has no other sources of income. Tr. 15.

AGREED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter, Complainant concurs with Judge Guhr's conclusion

30. The Complainant's current household income of \$1,500.00 per month for a two-person household places the household income at 109% of the Federal Poverty guidelines.¹

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter,

EXCEPTION – Complainant's current household income of \$1,500.00 per month for a two-person household places the household income at 111% of the Federal Poverty guidelines.

31. The Complainant must pay a reconnection charge either as a customer or applicant for service at the same address where the termination took place within 12 months after the termination of service. Tr. 86-87; PECO Exh. 6.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter,

EXCEPTION – Complainant should not be required to pay a reconnection fee for a termination of service predicated on the fraudulent misrepresentation of facts stated by Respondent’s Counsel and corroborated by a hearsay witness. that are unsupported by actual documents

32. The terms for the restoration of service provided by PECO were \$1,936.90 in past due arrears and a reconnection fee of \$1,650.00, which is the reconnection fee charged under PECO’s tariff for situations where service was abandoned by an underground dig. Tr. 73, 79, PECO Exh. 2 and 6.

DENIED - Subject to and without waiving the right to object to the admissibility of this information at further litigation of this matter,

EXCEPTION – Complainant believes these charges to be overstated.

Date: November 8, 2018

Respectfully Submitted,

By: /s/ Deree J. Norman
Deree J. Norman

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman

v.

PECO Energy Company

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F-2018-2640713

VERIFICATION

I, Deree J. Norman, hereby declare that the facts set forth in the foregoing Exceptions to the Initial Decision are true to the best of my knowledge, information and belief. I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.



Deree J. Norman

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman

v.

PECO Energy Company

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:
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F-2018-2640713

AFFIDAVIT OF SERVICES

I, Deree J. Norman, do hereby certify that on this 8th day of November, 2018 I served a true and correct copy of Complainant's Exceptions to the Initial Decision in the above manner on the following via the PUC's electronic filing system and electronic mail.

MARTA GUHL
ADMINISTRATIVE LAW JUDGE
801 MARKET STREET, SUITE 4063
PHILADELPHIA, PA 19107

SHAWANE L LEE ESQUIRE
EXELON BUSINESS SERVICES
LEGAL DEPT S23-1
2301 MARKET STREET
PHILADELPHIA PA 19101