

MAR 22 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1) Pennsylvania Public Utility Commission

Rosemary Chiavetta
Secretary's Bureau
PO Box 3265
Harrisburg, PA 17105-3265

Robert Strydio
Complainant

vs.

Docket No.C-2017-2633043

PPL Electric Utilities &
827 Hausman Road
Allentown, PA 18104-9392
Respondent

Petition for Review of Informal Complaint

1. **Background:**

Complainant Status: Disabled

The Complainant worked for 20+ years in the heavily regulated Commercial Aviation and Power & Steam Generation industries and has more than a passing understanding of regulatory nuances. The Complainant most recently is a retired Power/HVAC Plant Supervisor and EPA Reporting Agent for a private power plant in New York City and earlier a former Aircraft Maintenance Crew Chief whose duties included:

- Supervising 10 aircraft maintenance technicians in a ground support role
- Day-to day operational control, in a ground support role, in a highly dynamic, 60 flight/day schedule
- Investigation and reporting of aircraft operational and personnel related incidents with a focus on violations of company policies and procedures and providing written reports to the Maintenance Manager both for the parent airline company and its commuter airline subsidiary under the Complainant's operational authority.

2. **Jurisdictions:** Pennsylvania Human Relations Act 43 P.S., §§ 951-963, Responsible Utility Customer Protection Act," Chapter 14, Pa Title 66 § 1304, 004 PA Code § 7.172. Chapter 14 of the Public Utility Code (66 Pa.C.S. Chapter 14) §56.25 §§(4)

3. **Underlying Facts:** On or about the end March/2018 the Complainant contacted Senator Mario Scavello's office to obtain assistance with PPL. The staffer involved informed the Complainant that a liaison at PPL would be contacted to help with a resolution. The Senator's office did not subsequently contact the Complainant with an outcome of their effort.

4. On or about April 5, 2018, at or about 14:00 hours the Complainant received a phone call from an individual identifying himself only as a representative of PPL.
5. This representative, after referencing Senator Scavello, proceeded to inform the Complainant that, in the future, PPL would “*only discuss the Complainant’s account with the PUC*”, then terminated the call without waiting for the Complainant to respond.
6. Whether this representative was the liaison the Senator’s staff referred to, or another individual tasked with making the phone call, is unknown.
7. The reasonable man would incorrectly conclude that a regulatory agency and the entities it regulates would be in an adversarial relationship.
8. The opposite is more likely the case where a conciliatory relationship actually exists such as the one between PPL, PUC, and the Customer Service Bureau, and similarly to the one the Complainant enjoyed between the New York State Attorney General’s lawyer representing the EPA, the Complainant, and the private power plant where the Complainant was both a Supervisor and an EPA Reporting Agent.
9. The Complainant’s education about conciliatory agency/entity relationships began when the Complainant started working in commercial aviation maintenance and observed the Federal Aviation Administration interacting with the airline the Complainant worked for and other airlines.
10. The FAA typically and very publicly assess substantial fines to airlines to bolster their adversarial image. Then, more quietly, substantially reduces fines in accordance with their conciliatory character.
11. At least, in that arena, no one lost their rights. It was always purely about the money, and the assessment of fines, and behavior modification.
12. Later, the Complainant worked in the power and steam generation fields first as a technician, then a supervisor and EPA Reporting Agent where the Complainant learned similar but more in depth nuances of the conciliatory nature of agency/entity relationships
13. The first day the Complainant started work at the power plant in the Bronx NY, the Complainant learned that the power plant had been cited for 11 process violations by the EPA under the enforcement authority of the NYSAG, and the New York City Agency of Environment Protection.
14. The new lessons that were learned by the Complainant - since at that point the Complainant was intimately involved in the violation process, as an EPA Reporting Agent - were that conciliatory relationships between agency and entity were conducted in a *wink-and-a-nod, you lie and I’ll swear to it*” environment, benefiting the regulated entity the most because they had the most to lose, as opposed to the agency, which had only projected revenue for the treasury to lose. But still, no one lost their rights by anything the Complainant and the NYSAG lawyer did.
15. The first day the Complainant started work at the power plant the Complainant was told, by the plant Director during orientation, of the citations, at which time the Complainant was also told the Complainant was tasked with “correcting” the violations.

16. The Complainant was also told by the Plant Director that the Director did not want to know any details of the Complainant's work on the violations unless the Complainant specifically needed the Director's help – giving the Director plausible deniability.
17. The Complainant was on the job less than two weeks when the Complainant was first contacted by an lawyer, from the New York State Attorney General's Office, on behalf of the EPA, inquiring about the violations and how the violations would be correct.
18. The Complainant informed the lawyer that the resolution of the violations would begin as soon as the Complainant determined the best course of action. The NYSAG lawyer offered some "*off-the-record, conflict-of-interest*" advice on how best to solve the problems. The Complainant told the lawyer the Complainant would go to work on the violations keeping the lawyer's recommendations in mind as soon as the call ended.
19. The NYSAG lawyer likewise secured his "plausible deniability" by telling the Complainant if anyone learned of the lawyer's "*conflict of interest*" assistance to the Complainant or the details of conversations between the lawyer and the Complainant where "*conflict of interest*" assistance discussions occurred the lawyer would deny it all. The Complainant assured the lawyer their conversations would remain confidential.
20. Thus a very cozy conciliatory relationship was established which, based on the Complainant's experience with the EPA and the NYSAG, is very similar the relationship that exists between PPL and the PUC/CSB. The critical difference between those two relationships is that the Complainant's relationship with the MYSAG did not cause anyone to lose their rights.
21. Two years later a hearing was conducted for the penalty phase of the violations process, for which the Complainant was in attendance, as the plant EPA Reporting Agent, and which was conducted by this same NYSAG lawyer with who the Complainant had had confidential "*conflict of interest*" conversations.
22. The outcome of the hearing was that the fine to the power plant was reduced by \$55,000.00 and the power plant was in good standing with the EPA and New York City - for which the Complainant was recognized, by the NYSAG lawyer – as the cause of the fines being lowered for the Complainant's successful work on the violations.

23. Exception

24. The unilateral action taken by PPL with its unauthorized phone call is a violation of Chapter 56 Subchapter A § 56.1. Statement of purpose and policy - pertaining to – "*effective management of customer accounts to prevent the accumulation of large, unmanageable arrearages, and an imposition of an obligation of good faith, honesty and fair dealing in its performance and enforcement*"
25. The unilateral action taken by PPL, also put the jurisdiction of negotiating the Complainant's account, with the PUC, as an intermediary.
26. The unilateral action taken by PPL also obstructs Complainant compliance with the following statutes:
 - a) Chapter 56. Standards and Billing Practices for Residential Utility Service § 56.166. Informal complaints (1) - pertaining to "*first contact*"

- b) **Chapter 56 Subchapter A § 56.1. Statement of purpose and policy** - pertaining to *“effective management of customer accounts to prevent the accumulation of large, unmanageable arrearages...”*
 - c) **Chapter 56 Subchapter A § 56.1. Statement of purpose and policy** - pertaining to *“an imposition of an obligation of good faith, honesty and fair dealing in its performance and enforcement”*.
 - d) **Chapter 56. Standards and Billing Practices for Residential Utility Service § 56.151. General rule (3)** - pertaining to prohibiting a *“diligent attempt to negotiate a reasonable payment agreement”*, and
 - e) **Chapter 56. Standards and Billing Practices for Residential Utility Service § 56.15. Billing information (11)** pertaining to *“register any question or complaint about the bill prior to the due date, with the address and telephone...”*
27. Subsequent to the April phone call issue the April phone call became part of a larger Formal Complaint which was denied by PPL facilitated by a conciliatory relationship with the PUC/GSB.
 28. PPL’s denial rebuttal to the Formal Complaint regarding the April phone call stated (paraphrasing in part), “PPL always tries to provide the best customer service”, that is nothing more than a legal non-sequitur that neither affirmatively confirms nor denies the April call (plausible deniability), or affirmatively advises the Complainant to continue to make contact with PPL as required by regulation, and NOT in this case pertaining to *“best customer service”*.
 29. PPL’s rebuttal to the formal complaint infers the April phone call never occurred, and since the phone call was a clearly a violation of regulations, by PPL exceeding its authority, it would be concluded by a reasonable man that PPL would NOT record a call that would prove regulatory violations and that for the same reason would not be predisposed to memorialize the call by any other means, for the purpose of **plausible deniability**, which PPL has already clearly exercised.
 30. The Complainant reasonably concludes that, without the knowledge of PPL, the Complainant was contacted, by telephone, by Greg Schultz, of Gross McGinney, who was the attorney of record for PPL, and a PPL lawful “representative”, at the time, under the facade of making a payment arrangement agreement with the Complainant, but was actually an investigative probe being conducted by Schultz into suspected and later confirmed PPL malfeasance, regarding the NOT crediting good faith payments made by the Complainant, on the PPL website, discovered by Schultz during an examination of the Complainant’s payment history, where payments were being made by the Complainant while the Complainant’s balance continued to rise and NOT being credited for the payments made.
 31. The Schultz call also satisfies the *“prior contact”* statutory obligation of the Complainant that CSB claims did not occur in dismissing the Complainant’s Informal Complaint.
 32. If Schultz chose to discuss the matter of PPL malfeasance instead of the Complainant’s account that’s between Schultz and the CSB, nevertheless the Schultz phone call still

qualifies as the contact that should have upheld the Complainant's Informal Complaint and Complainant's regulatory "contact" requirement.

33. **The regulation only stipulates that contact be made between the Complainant and PPL, and is silent on who must initiate the contact.**
34. Schultz's quandary as a result of his probe into the Complainant's PPL account was, if the payments were not applied to the Complainant's PPL account as a credit but applied the Complainant's bank account as a debit, the error could be attributed to a PPL computer malfunction and not malfeasance. Thus, a simple adjustment to the Complainant's PPL account balance reflecting the payments in question would correct the malfunction as an error and not a malfeasance by PPL.
35. The problem with that scenario is that three ACH payments made in three months' time, involving three separate computer systems (PPL's, Complainant's, and Complainant's bank) using the same computer systems each time, resulting in the same computer malfunction each time, over time, as three malfunctions stretches credulity beyond its limits.
36. Schultz's second problem was if the Complainant's bank account was not debited for the payments this would demonstrate that PPL not only engaged in malfeasance, but also had the willingness to lie, the capability manipulate computer records, and the willingness to do so, but in so doing commit violation of:
37. **Chapter 56 Subchapter A § 56.1. Statement of purpose and policy – two counts**
38. **Chapter 56. Standards and Billing Practices for Residential Utility Service § 56.151. General rule (3)**
39. Except for the initiation of the payment by the customer (Complainant) to a business and acceptance / collection by the business the ACH system is 90% automated:
 - a. Customer initiates payment from his bank account (manually)
 - b. Payment goes to the Federal Reserve on Credit Card Clearing House to determine if transaction is legal (automated)
 - c. Payment goes to credit card company for disbursement to recipient bank - may be intercepted by credit card company if credit card ID information is inaccurate or insufficient funds exists, etc. in which case sender gets error message – PPL lists the payment as "FAILED" in the payment history (automated), otherwise
 - d. Payment is forwarded to recipient bank
 - e. Recipient is notified payment is ready for collection by recipient (automated – Senders – status - Transaction Pending)
 - f. Recipient has 10 days to collect payment (manually) after which payment is voided (automated)
 - g. Sender's bank account is debited during the sender's bank's end-of-day reconciliation (automated - typically 12:00 AM).
 - h. Transaction complete
40. Payments were memorialized in the Complainant's payment history, with ***NO*** "FAILED" status notation, on the PPL computer system Complainant's Payment history, but ***NOT*** debited from the Complainant's bank account, indicating human intervention to block the payment acceptance, without legitimate cause, and by extension ***NOT*** credited to the Complainant's balance none of which is part of the ACH system.

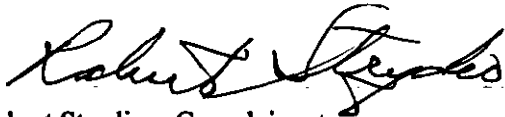
41. PPL's malfeasance is palpable and would have caused profound credibility issues for PPL facing a hearing.
42. In order for Schultz to make a determination as to which scenario was correct he needed debit information from the Complainant's bank account, to which Schultz did not have direct access.
43. Hence his phone call, to the Complainant, hidden in the deception of discussing a payment arrangement, a ruse attempting to divert the attention of the Complainant away from evidence of PPL malfeasance.
44. Schultz hoped that the Complainant would become confused and not discover what Schultz discovered, PPL malfeasance, but - Schultz was wrong.
45. There were no debits in the Complainant's bank account that coincided with payments in the PPL system payment history indicating payments were intercepted and denied without cause.
46. The question remains why PPL would refuse money paid in "good faith" by the Complainant.
47. The answer is attributable to PPL deliberately wanting the Complainant's balance to become "unmanageable" and to maneuver the Complainant into a position where PPL could extort a substantial payment for the Complainant under threat of a service interruption in violations of:
 - i. **Chapter 56 Subchapter A § 56.1. Statement of purpose and policy,**
 - ii. **second violation of Chapter 56 Subchapter A § 56.1. Statement of purpose and policy**
 - iii. **Chapter 56. Standards and Billing Practices for Residential Utility Service § 56.151. General rule (3)**
48. If Mr. Schultz failed to notify PUC of the "first contact" that is between Mr. Schultz and the PUC and has nothing to do with the Complainant who cannot be expected to control Mr. Schultz.
49. Through the April phone call, whether or not it was an overreach by PPL, PPL tasked the PUC with negotiating the Complainant's account, as an intermediary.
50. The CSB chose not to investigate the violation only accepting unverified exculpatory evidence from PPL and not bothering to uncover inculpatory evidence from Senator Scavello, a third unbiased entity, failing to exercise CSB's enforcement and investigative authority, and charge PPL for the April phone call violation, or at a minimum issue PPL a warning it was in violation of regulations **Chapter 56 Subchapter A § 56.1. Statement of purpose and policy and Chapter 56. Standards and Billing Practices for Residential Utility Service § 56.151. General rule (3),** or to minimally issue a cease and desist order to end PPL's illegal action.
51. Additionally, the Complainant gave the CSB an avenue of inquiry, through Senator Scavello's office, to confirm if the Complainant sought the help of the Senator and whether the Senator's office made contact with their liaison in pursuit of that assistance, which the CSB chose NOT to investigate, typical of a conciliatory relationship, instead siding with PPL on the matter by dismissing the Complainant's Informal Complaint without a thorough investigation.
52. The PUC / CSB failed to investigate, Senator Scavello's staff, which was tangentially involved in the process, and could have provided inculpatory evidence by providing the name of their

liaison who could have been interviewed and substantiate the April phone call the Complainant received; or provide the name of the individual tasked with making the April phone call – the more likely scenario.

53. CSB failing to conduct a thorough and complete investigation circumvents the Legislature's judicial purpose, in its legislation, of providing maximum protection to Pennsylvania residents through liberal interpretation and proactive pursuit of the law.
54. By siding with PPL on their denial of the April phone call issue, which obstructed the Complainant's right to discuss the Complainant's account was a violation by PPL, particularly being a violation of several Chapter 56 statutes as previously cited - including contact with PPL prior to the Informal Complainant.
55. After ignoring a viable avenue of inquiry, given to the CSB, by the Complainant, through Senator Scavello's office, to verify the April call was made is the most egregious kind of conciliatory agency/entity relationship, because it denied the Complainant rights under the judicial doctrine of "*denial of rights under color of law*" and simultaneously trampling on the legislatures judicial purpose of maximally protecting Pennsylvania's citizens - in this case a 69 year old disabled senior citizen with extremely dangerous coronary artery disease. In so doing the role of the PUC changed from neutral inquirer to Complainant advisory.
56. The Complainant requests that the above encaptioned case be re-opened, re-examined, re-investigated, and if inculpatory evidence warrants it PPL be charged appropriately.

57. Verification

58. I, Robert Strydio hereby verify the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18) PA C.S. § 4904 relating to unsworn falsification to authorities.



Robert Strydio – Complainant
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5/19/19
Date

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