

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JASON PAUL,

Complainant,

Complaint Docket No.: C-2019-3007458

v.

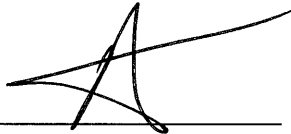
CNX GAS COMPANY LLC,

Respondent.

NOTICE TO PLEAD

TO: Complainant, Jason Paul:

You are hereby notified to file a written response to these Preliminary Objections within ten (10) days of the date of service with the Public Utility Commission.



J.R. Hall, Esquire

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JASON PAUL,

Complaint Docket No.: C-2019-3007458

Complainant,

v.

CNX GAS COMPANY LLC

Respondent.

**PRELIMINARY OBJECTIONS TO AMENDED COMPLAINT
PURSUANT TO 52 PA. CODE § 5.101(a)(1) and (3)**

AND NOW comes the Respondent, CNX Gas Company LLC (“CNX”), by and through its attorneys, Dickie, McCamey & Chilcote, P.C., and pursuant to 52 Pa. Code. § 5.101(a)(1) and (3), asserts the following Preliminary Objections to Complainant’s Amended Complaint:

STATEMENT OF THE CASE

1. Per his original Complaint to the Pennsylvania Public Utility Commission (“PUC”), Jason Paul (“Complainant”) alleged CNX is “stealing gas to which [he has a] legal [sic] claim to ...” (Complaint § 4, a true and correct copy of which is appended hereto as Exhibit “A.”)

2. This notion purportedly is grounded upon the theory that gas was produced by CNX from Complainant’s one (1) acre property from 2002 through 2018.

3. CNX timely asserted Preliminary Objections to Complainant’s Complaint and Complainant filed a response thereto. As noted by the Honorable Emily I. DeVoe’s March 13, 2019 Interim Order with regard to Complainant’s response:

On February 21, 2019, Complainant filed a five-page document. One page appears to be a letter addressed to “Mr. Hall,” the second page is a titled,

“Response to Defendant Objections,” the third page is a one-page exhibit marked “A,” and the fourth and fifth pages are a two-page exhibit marked “B.” In his filing, Complainant avers, *inter alia*, “Currently Im seeking 2000\$, for years gas has been mined on my property without my consent or payment. All same others neibors have gotton paid for there mineral rights[.]” He also avers, “PUC has countless time held gas companys such as or like CNX accountable for their corrupt malice sinister activitys.”

(A true and correct copy of Judge DeVoe’s March 13, 2019 Interim Order is appended hereto as Exhibit “B.”)

4. Because Complainant’s February 21, 2019 response “d[id] not conform with the Commission’s regulations regarding answers and preliminary objections[.]” Judge DeVoe treated the same as a motion to amend the complaint. (*Id.* at 3). In granting the motion to amend, Judge DeVoe specifically advised:

In his amended Complaint, Complainant shall, **in as much detail as possible**, describe the reason(s) for his complaint; identify the specific statute(s), regulation(s), or order(s) allegedly violated by Respondent; and the relief he is seeking from the Commission. Complainant shall also append a copy of “Agreement #11023500” to which he references in his original complaint.

Complainant should note that while the Commission may impose civil penalties upon a utility which is found to be in violation of a statute, regulation, or order, those civil penalties are payable to the Commission. The Commission lacks jurisdiction to award money damages to a private citizen.

(*Id.* at 4 (emphasis in original).)

5. Notwithstanding the specificity required by Judge DeVoe’s March 13, 2019 Interim Order, Complainant’s Amended Complaint was comprised merely of two (2) substantive paragraphs, the entirety of which provides:

1. WHEREAS IT IS THE CORE GRIEVANCE OF MR. PAUL THAT CNX GAS COMPANY (WITH OR WITHOUT THERE BRANCHES OR AFFILIATES) HAVE BEEN OPERATING GAS ACTIVIEIS ON OR AROUND MY PROPERTY

SOME OF FEW VIOLATION OR LAWS COMPALINT FEELS ARE BREACHED ARE SECTION 59.33 SAFETY BECAUSE NO NOTICE WAS

GIVING TO LAND OWNER THUS UTILITY ARE LIABLY BY SECTION 59.74.

2. OTHER GREIVICE ACTS ARE UNDER SECTION 59.38 SECTION 59.47 AND SECTION 59.64 THE UTILITY NEVER CONTACTED LAND OWNER OF ACTIVIES ON HIS PROPERTY NO DID GET PERMISSION, THUS RISK THE LIVES OF MR. PAUL FAMILY TO WHITCH TRUE COST OF DAMAGE CANNOT BE ASSERTED NOW.

WHEREAS MR. PAUL SEEKS 1000\$ AS COMPANSATIOJN FOR THE ILLEAGEL ACTION ON HIS ONE 1 ACRE REALEASTE IN JEFFER TOWNSHIP SOMERSET COUNTY PA

(Amended Complaint.)

6. Although the Amended Complaint largely is devoid of factual allegations, it is clear Complainant is *not* making any claim that CNX is in violation of any statute, rule or order or that CNX is otherwise engaged in acts subject to oversight and adjudication by the PUC as a provider of utilities to Complainant. The content of Complainant's Amended Complaint is cited verbatim herein and with original emphasis.

7. Instead, Complainant purportedly seeks recovery of oil and gas royalties, and in this regard, seeks an award of \$1,000.00. (*Id.*)

8. Given the collective content of Complainant's filings, counsel for CNX has repeatedly reached out to Complainant to discuss his claims. However, as set forth more fully in the accompanying Brief in Support, Complainant continues to refuse to offer any further detail or explanation, and simply responds with obscure written demands for compensation. Attached as Exhibits "C" through "F" are the various exchanges between the parties.¹

¹ In view of the Complainant's apparent refusal to contact the undersigned to discuss his Complaint and attempt a possible resolution, CNX respectfully requests that a telephonic status conference be scheduled by the Honorable Emily I. DeVoe.

9. For the reasons set forth herein, the Amended Complaint should be dismissed, in its entirety and with prejudice, as the PUC lacks jurisdiction to award Complainant money damages. Alternatively, Complainant should be required to file a more specific pleading setting forth the alleged factual base(s) for his claims.

ARGUMENT AND AUTHORITY

A. Lack of Commission Jurisdiction—52 Pa. Code § 5.101(a)(1).

10. Codified at 66 Pa. C.S.A. §§ 101 *et seq.*, the Public Utility Code confers the Public Utility Commission (“PUC”) with power and authority to supervise and regulate all public utilities doing business within the Commonwealth of Pennsylvania. 66 Pa. C.S.A. § 501(b).

11. While the PUC is vested with exclusive authority over complex and technical service and engineering questions arising in the location, construction and maintenance of all public utility facilities, the power to regulate “does not encompass the power to award damages to a private litigant.” *Bell Tel. Co. v. Mayerson*, 1980 Pa. Dist. & Cnty. Dec. LEXIS 485, *4-5 (Jan. 28, 1980) (citing *Feingold v. Bell of Pa*, 383 A.2d 791, 794 (Pa. 1977)). Instead, this “judicial remedy is left to the courts[,]” which “retain jurisdiction of a suit for damages based on negligence or breach of contract wherein a utility’s performance of its legally imposed and contractually adopted obligations are examined and applied to a given set of facts.” *Id.* at *5.

12. Otherwise stated, “the PUC is not jurisdictionally empowered to decide private contractual disputes between a citizen and a utility.” *Allport Water Authority v. Winburne Water Co.*, 393 A.2d 673, 675 (Pa. Super. 1978).

13. Despite Judge DeVoe’s explicit instruction that “[t]he Commission lacks jurisdiction to award money damages to private citizens[,]” (Exhibit B at 4), Complainant’s

Amended Complaint nevertheless “seeks 1000\$ as compensatiojn” for alleged actions taken by or on behalf of CNX on Complainant’s one (1) acre parcel in Jenner Township, Somerset County, Pennsylvania. (See Amended Complaint.)

14. In short, such request contravenes the well-settled rule of law that the PUC is without jurisdiction to award monetary damages; moreover, the Amended Complaint is devoid of any additional requested relief.

15. Thus and in accord with 52 Pa. Code § 5.101(a)(1), the Amended Complaint warrants summary dismissal, in its entirety and with prejudice, as a matter of law.

B. Insufficient Specificity of a Pleading—52 Pa. Code § 5.101(a)(3).

16. To assert a viable complaint with the PUC, a complainant must set forth, *inter alia*, “a clear and concise statement of the act or omission being complained of ...” 52 Pa. Code. § 5.22(a)(5).

17. At a minimum, this requires a pleader to identify the act or omission taken by the utility about which the complainant complains insofar as to provide the utility sufficient information to prepare a coherent defense or response. *Schell v. Suez Water Pennsylvania, Inc.*, C-201-2566398 (Nov. 15, 2016).

18. Asserted in Complainant’s Amended Complaint are threadbare allegations that CNX violated 52 Pa. Code § 5933 (relating to “Safety”); 52 Pa. Code § 59.38 (relating to “Filing of major construction reports”); 52 Pa. Code § 59.47 (relating to “Continuing property records”); 52 Pa. Code § 59.64 (relating to “Notice of curtailment or nonperformance of supply”); and 52 Pa. Code § 59.74 (relating to “Utility liability” in the context of “Gas Emergency Plans”).

19. Wholly absent from Complainant's amended pleading, however, is any averment of fact or reasonable inference therefrom alleging the means by or manner in which CNX violated these regulations.

20. In the absence of any averment of fact reasonably indicating "the act or thing done or omitted to be done" by CNX in contravention of any law or regulation which the PUC has jurisdiction to administer, Complainant's Amended Complaint warrants dismissal pursuant to 52 Pa. Code § 5.101(a)(3).

WHEREFORE, CNX Gas Company LLC respectfully requests the Public Utilities Commission dismiss Complainant's Amended Complaint, in its entirety and with prejudice, pursuant to 52 Pa. Code § 5.101(a)(1). Alternatively, the Amended Complaint should be struck and Complainant required to file a more specific pleading.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By:  _____

Rodger L. Puz, Esq.

PA I.D. # 67216

J.R. Hall, Esq.

PA I.D. # 88296

Two PPG Place, Suite 400

Pittsburgh, PA 15222

Counsel for Respondent, CNX Gas Company LLC

EXHIBIT A



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: January 25, 2019

C-2019-3007458

CNX MIDSTREAM PARTNERS LP
1000 CONSOL ENERGY DRIVE
CANONSBURG, PA 15317

Dear Sir/Madam:

A formal complaint has been filed against you before the Pennsylvania Public Utility Commission by Jason Paul. Within twenty (20) days of the date of this letter, you must either: (1) respond by filing with the Commission, in writing, an Answer in accordance with 52 Pa. Code Section 5.61, either personally or through your attorney; or (2) satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission.

IF YOU FAIL TO ANSWER THE COMPLAINT WITHIN TWENTY (20) DAYS OF THE ABOVE DATE SERVED, THE CLAIMS AGAINST YOU MAY BE DEEMED ADMITTED, THE CASE MAY GO FORWARD, AND A PENALTY MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money, property or other important rights.

COMPANY/UTILITY

The Commission may revoke or suspend any certificate or permit held by you or impose a fine or other penalty or remedy authorized by the Public Utility Code. You may lose money, property or other important rights.

Detailed instructions on how to proceed are contained in the attached pages. Unless you are a corporation or other organization, you may proceed without a lawyer.

Very truly yours,

Rosemary Chiavetta
Secretary

RC:AEL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: January 25, 2019

Jason Paul
Complainant

v.

CNX Midstream Partners LP
Respondent

Complaint Docket
No: C-2019-3007458

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: CNX Midstream Partners LP

TAKE NOTICE:

1. You have twenty (20) days from the above date served to either: (a) satisfy this complaint or (b) file with the **Secretary of the Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120**, one original written answer, under oath, as required by 52 Pa. Code Section 5.61, which either admits or specifically denies the allegations in the complaint. You must also serve one copy of the answer upon the complainant. In accordance with 52 Pa. Code Section 1.56(a), **the date served is the mailing date appearing at the top of this Notice.**

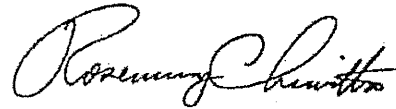
2. In accordance with 52 Pa. Code Section 5.61, if you fail to either satisfy or settle this complaint, or to file an answer or other responsive pleading within twenty (20) days of the above date served, you will be deemed to have admitted all the allegations in this complaint. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or may impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy or settle this complaint, you must file with the Commission, within twenty (20) days from the above date served, a certified statement of satisfaction as required by 52 Pa. Code Section 5.24. Such certified statement must describe the basis on which this complaint was satisfied and any settlement agreement between the parties must be made in writing and attached to the certified statement. Such certified statement must be filed with the Secretary of the Commission at the address set forth in paragraph 1 above. Upon the Commission's receipt of a certified statement of satisfaction from all complainants, this complaint may be dismissed in accordance with 66 Pa. C.S. Section 703(a) (unless the Commission determines that a dismissal would be contrary to the public

interest, in which event the Commission may direct that hearings be held upon the complaint).

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or impose a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and a decision. If, after hearing on the issues, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or imposes a fine or other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. If you are a customer of a utility, the Commission may enter an order setting forth a payment schedule or authorize termination of utility services. When imposing a penalty, the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



Rosemary Chiavetta
Secretary

(SEAL)

Certified Mail
Return Receipt Requested

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

C-2019-3007458

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Jason R. Paul

Street/P.O. Box 132 Cessna Hill Rd Apt #

City Boswell State Pa Zip

County Somerset

Telephone Number(s) Where We Can Contact You During the Day:

(814) 288-8578 (home) (mobile)

E-mail Address (optional):

Argreement Number 110235000 (1988)

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

CNX Gas company 1000 consol energy drive cannonsburg pa 15317-6506

RECEIVED

JAN 14 2019

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- | | |
|---|---|
| <input type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER |
| <input checked="" type="checkbox"/> GAS | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance) |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> STEAM HEAT | |

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.

- I would like a payment agreement.

- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

- Other (explain). *Utility is stealing gas to which im legal claim to, I cannot get thur to anyone to resolve the dispute*

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

I request full payment to gas illegal taken from my property from at least 2002-2018 to whitch date alliance started to pursue same thing.

150\$ year estimated gas vaule on 1 acre land 16 years x 150\$=2400\$

Its diffuult to assert vaule on gas that was stolen in that regard

2000\$ is what I request paid to me for stolen gas rights

Agreement # 11023500 to whitch im in right of

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

They are avoided me for awhile the keep putting me thur dead end channels, I sick of games they play.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

I Jason Paul, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Jason R. Paul 1/10/18
(Signature of Complainant) (Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

111 RD
Boswell Pa 15531

Secretary
PVC

400 North Street
Harrisburg Pa 17120



1712080211 0000



EXHIBIT B

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jason Paul	:	
	:	
v.	:	C-2019-3007458
	:	
CNX Gas Company LLC	:	

**INTERIM ORDER
GRANTING COMPLAINANT’S MOTION TO AMEND THE COMPLAINT AND
DISMISSING RESPONDENT’S PRELIMINARY OBJECTIONS AS MOOT**

Procedural Background

Jason Paul (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against CNX Gas Company LLC (Respondent) on January 14, 2019. Complainant checked the box marked “other (explain)” on the formal complaint form and wrote, “Utilty is stealing gas to whitch im legel claim to, I cannot get thur to anyone to resolve the dispute.”¹ In response to the question asking him to explain what he wants the Commission to order the utility to do, he wrote, “I request full payment to gas illegal taken from my property from at least 2002-2018 to whitch date alliance started to pursue same thing. 150\$ year estimated gas vaulue on 1 acre land 16 years x 150\$ = 2400\$. Its diffuult to assert value on gas that was stolen in that regard[.] 200\$ is what I request paid to me for stolen gas rights[.] Agreement #11023500 to whitch im in right of[.]”

On February 13, 2019, Respondent filed Preliminary Objections and a Brief in Support of Preliminary Objections (Brief). Respondent argues that the Complaint is “vague,” but it appears that Complainant is seeking recovery of oil and gas royalties and an award of \$2,000.00. Respondent argues “Agreement #11023500,” to which Complainant referred in the

¹ Complainant’s written statements are cited verbatim throughout this Order.

Complaint, was neither described in the Complaint nor otherwise appended thereto. Respondent argues the Complaint should be dismissed, because the Commission lacks jurisdiction, or in the alternative, Complainant should be required to file a more specific pleading.

On February 21, 2019, Complainant filed a five-page document. One page appears to be a letter addressed to “Mr. Hall,” the second page is titled, “Response to Defendant Objections,” the third page is a one-page exhibit marked “A,” and the fourth and fifth pages are a two-page exhibit marked “B.” In his filing, Complainant avers, *inter alia*, “Currently Im seeking 2000\$, for years gas has been mined on my property without my consent or payment. All same òthers neibors have gotton paid for there mineral rights[.]” He also avers, “PUC has countless time held gas companys such as or like CNX accountable for their corrupt malice sinister activitys.”

A Motion Judge Assignment Notice was issued on March 12, 2019 and assigned this proceeding to me.

For the reasons discussed below, Complainant’s February 21, 2019 filing will be treated as a Motion to Amend the Complaint, the Motion to Amend the Complaint will be granted, and Respondent’s Preliminary Objections will be dismissed as moot.

Discussion

The Commission’s Rules of Administrative Practice and Procedure provide for the filing of preliminary objections. Commission preliminary objection practice is comparable to Pennsylvania civil practice respecting the filing of preliminary objections. Equitable Small Transportation Intervenors v. Equitable Gas Company, 1994 Pa PUC LEXIS 69, Docket No.

C-00935435 (July 18, 1994). The Commission’s regulation at 52 Pa.Code § 5.101(a) limit preliminary objections to the following grounds:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

A complainant may respond to a preliminary objection by filing an answer or an amended pleading. 52 Pa.Code §§ 5.91 and 5.101. Answers must be in writing and in numbered paragraphs to correspond with the preliminary objection, and they must address the legal and factual grounds relied on in the preliminary objection. 52 Pa.Code § 5.101(f)(2). However, if the complainant chooses to file an amended pleading in response to the preliminary objection, the preliminary objections to the original pleading shall be deemed moot. 52 Pa.Code § 5.91(b).

Furthermore, the Commission may at any time, or during a hearing, presiding officers may on their own motion or on the motion of a party, direct parties to state their case by way of amendment more fully or in more detail. 52 Pa.Code § 5.93(a). The amendment shall be reduced in writing and filed within the time fixed by the Commission or the presiding officer. 52 Pa.Code § 5.93(a).

In this case, Complainant's February 21, 2019 filing does not conform to the Commission's regulations regarding answers to preliminary objections. Nor is it clear from the filing that Complainant, who is *pro se*, intended it to be an amended pleading. Therefore, I will treat the February 21, 2019 filing as Complainant's Motion to Amend the Complaint.

I am granting Complainant's Motion to Amend the Complaint, which renders Respondent's Preliminary Objections moot. Complainant shall file an amended complaint by April 3, 2019. In his amended Complaint, Complainant shall, **in as much detail as possible**, describe the reason(s) for his complaint; identify the specific statute(s), regulation(s), or order(s) allegedly violated by Respondent; and the relief he is seeking from the Commission. Complainant shall also append a copy of "Agreement #11023500" to which he references in his original complaint.

Complainant should note that while the Commission may impose civil penalties upon a utility which is found to be in violation of a statute, regulation, or order, those civil penalties are payable to the Commission. The Commission lacks jurisdiction to award money damages to a private citizen. Elkin v. Bell Telephone Co. of Pa., 491 Pa. 123, 420 A.2d 371 (1980).

THEREFORE,

IT IS ORDERED:

1. That Complainant's Motion to Amend the Complaint at Docket No. C-2019-3007458, is granted.
2. That Complainant, Jason Paul, shall file with the Commission's Secretary in Harrisburg, Pennsylvania, an amended Formal Complaint at the above docket number stating the specific allegations against Respondent about which he complains and identifying in detail the reasons for his complaint, all of his claims against Respondent, and the statute(s), regulation(s), and/or orders allegedly violated by Respondent.
3. That Complainant, Jason Paul, shall file and serve his amended Formal Complaint upon legal counsel for Respondent, J.R. Hall, Esquire, and Rodger L. Puz, Esquire, and the undersigned presiding officer and comply with the Commission's service and filing requirements on or before April 3, 2019.

4. That Respondent shall file any responsive pleadings, objections, or other petitions or motions within twenty (20) days of receipt of the amended Formal Complaint served by Complainant.

5. That Respondent's Preliminary Objections filed February 13, 2019, are dismissed as moot.

Date: March 13, 2019

/s/
Emily I. DeVoe
Administrative Law Judge

C-2019-3007458 - JASON PAUL v. CNX GAS COMPANY LLC

JASON PAUL
132 CESSNA HILL ROAD
BOSWELL PA 15531
814.288.8578

JR HALL ESQUIRE
RODGER L PUZ ESQUIRE
DICKIE MCCAMEY & CHILCOTE PC
TWO PPG PLACE
STE 400
PITTSBURGH PA 15222
412.392.5315
ACCEPTS E-SERVICE

EXHIBIT C



J.R. Hall
Attorney at Law
Admitted in PA, WV

412-392-5315
Fax: 888-811-7144
jhall@dmclaw.com

April 4, 2019

Jason R. Paul
132 Cessna Hill Road
Bowell, PA 15531

RE: Jason R. Paul v. CNX Midstream Partners LP
Our File No.: 394193

Dear Mr. Paul:

This firm is legal counsel to CNX Gas Company LLC. I have attempted to contact you by telephone. However, the number provided on your filing with the Public Utilities Commission has been changed or disconnected.

Please contact me at your earliest convenience to discuss this matter. My direct dial is (412) 392-5390.

Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to be "J.R. Hall", with a long horizontal stroke extending to the right.

J.R. Hall

JRH/nlh

EXHIBIT D

Debt Settlement Agreement

THIS DEBT SETTLEMENT (this "Agreement") dated this _____ day of _____,

BETWEEN:

Jason Paul of 132 Cessna Hill Rd
(the "Releasor")

OF THE FIRST PART

AND

CNX Gas Corp of _____
(the "Releasee")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. In consideration of the sum of \$750.00 USD, paid by certified check, the receipt and sufficiency of which consideration is acknowledged, the Releasor releases and forever discharges the Releasee, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands which have been or may be sustained as a consequence of the failure of the Releasee to repay in full the debt owed to the Releasor described below.

Details of Debt

2. It is acknowledged by the parties that the outstanding debt owed by the Releasee to the Releasor is the amount of \$1,000.00 USD, remaining from the original debt amount of \$1,000.00 USD. The debt arose from: Theft of mineral rights and negligence associated with the same.

Concurrent Release

3. The Releasor acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Releasor, and with the intention of binding the Releasor's spouse, heirs, executors, administrators, legal representatives and assigns.

Full and Final Settlement

4. For the above noted consideration, the parties to this Agreement further agree not to make claim or take proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise.
5. It is declared that the terms of this settlement are fully understood; that the amount or type of consideration stated is the sole consideration for this Agreement and that the sum is accepted voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims for losses resulting or which may result from the above noted debt.
6. This Agreement is given in full knowledge that the consideration given, as noted above, is being accepted as full and final

satisfaction of the full debt claim.

7. This Agreement contains the entire agreement between the parties to this settlement and the terms of this Agreement are contractual and not a mere recital.

No Admission of Liability

8. It is agreed that the payment is not deemed to be an admission of liability on the part of the Releasee.

Governing Law

9. This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

Termination of Legal Proceedings

10. This Agreement is also accepted by the Releasor in full and final satisfaction and settlement of any court proceedings with regard to the Dispute and all legal costs payable to the Releasor in connection with the court proceedings and the Releasor does hereby covenant, agree and represent that:
- a. The Releasor shall forthwith wholly discontinue the court proceedings, and
 - b. Neither the Releasor, nor anyone else to the Releasor's knowledge, has caused or will cause to be commenced any further legal proceedings against any person by reason of this Dispute, or by reason of any injuries, loss or damage the Releasor may have suffered, including proceedings against any person who has or might claim contribution or indemnity from the Releasor, and
 - c. The Releasor has not, and will not hereafter make any assignment to any other person of any claim against the Releasee with respect to the Dispute.

IN WITNESS WHEREOF the Releasor and Releasee have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Jason Paul

WITNESS: _____

CNX Gas Corp

Per: _____ (Seal)

WITNESS: _____

EXHIBIT E



J.R. Hall
Attorney at Law
Admitted in PA, WV

412-392-5315
Fax: 888-811-7144
jhall@dmclaw.com

April 12, 2019

VIA EXPRESS MAIL
Jason R. Paul
132 Cessna Hill Road
Bowell, PA 15531

RE: Jason R. Paul v. CNX Midstream Partners LP
Our File No.: 394193

Dear Mr. Paul:

We received in the mail a "Debt Settlement Agreement" without any accompanying explanation or letter. We assume you sent this in response to my April 4, 2019 letter asking you to contact me. CNX has not "stolen" anything and cannot agree to sign the Agreement. However, if you are claiming that there are outstanding royalties owed relative to an oil and gas lease, we are certain that we can amicably resolve your complaint.

However, without further information, we cannot fully respond to your complaint. Again, I urge you to contact me at your earliest convenience to discuss this matter. My direct dial is **(412) 392-5390**.

Thank you for your anticipated cooperation.

Sincerely,

J.R. Hall

JRH/nlh

EXHIBIT F



Dear JR HALL

IVE GOT UR RESPONDANCE AND IM QUITE FRANKLY FED UP WITH UR CONSTANT DIVERSION FROM APPARENT SITUATION.

I OFFER TO SETTLE FOR 750\$ IF U RATHER TYPE UP UR OWN SETTLEMENT THEN UR MORE THEN WELCOM TO DO SO ILL REVIEW IT AND IF ITS CLEAR SOUND CONSTITUTION, I THINK WE CAN BOTH AGREE ON

ILL BE WAITING FOR UR RESPONSE

Sincerely,

JASON PAUL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JASON PAUL,

Complainant,

Complaint Docket No.: C-2019-3007458

v.

CNX GAS COMPANY LLC,

Respondent.

ORDER

AND NOW, this ____ day of _____, 2019, upon consideration of the Preliminary Objections to Complainant's Amended Complaint of Respondent, CNX Gas Company LLC, LP, and after entertaining appropriate response thereto and argument thereon, it is hereby ordered that said Preliminary Objections are sustained and Complainant's Amended Complaint is dismissed, in its entirety and with prejudice, as a matter of law.

SO ORDERED,

CERTIFICATE OF SERVICE

I, J.R. Hall, Esquire, hereby certify that a true and correct copy of the foregoing was served this 24th day of April, 2019, via First Class U.S. Mail, postage prepaid, upon the following individual identified below:

Jason R. Paul
132 Cessna Hill Road
Boswell, PA 15531
Complainant

DICKIE, McCAMEY & CHILCOTE, P.C.

By  _____

Rodger L. Puz, Esq.
PA I.D. # 67216
J.R. Hall, Esq.
PA I.D. # 88296

Two PPG Place, Suite 400
Pittsburgh, PA 15222
(412) 281-7272

Counsel for Respondent, CNX Gas Company LLC

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JASON PAUL,

Complainant,

Complaint Docket No.: C-2019-3007458

v.

CNX GAS COMPANY LLC,

Respondent.

**BRIEF IN SUPPORT OF PRELIMINARY OBJECTIONS TO AMENDED
COMPLAINT PURSUANT TO 52 PA. CODE § 5.101(a)(1) and (3)**

AND NOW comes the Respondent, CNX Gas Company LLC (“CNX”), by and through its attorneys, Dickie, McCamey & Chilcote, P.C., and pursuant to 52 Pa. Code. § 5.101(a)(1) and (3), asserts the following Brief in Support of Preliminary Objections to Complainant’s Amended Complaint:

STATEMENT OF THE CASE

Per his original Complaint to the Pennsylvania Public Utility Commission (“PUC”), Jason Paul (“Complainant”) alleged CNX is “stealing gas to which [he has a] legal [sic] claim to ...” (Complaint § 4, a true and correct copy of which is appended hereto as Exhibit “A.”) This notion purportedly is grounded upon the theory that gas was produced by CNX from Complainant’s one (1) acre property from 2002 through 2018.

CNX timely asserted Preliminary Objections to Complainant’s Complaint and Complainant filed a response thereto. As noted by the Honorable Emily I. DeVoe’s March 13, 2019 Interim Order with regard to Complainant’s response:

On February 21, 2019, Complainant filed a five-page document. One page appears to be a letter addressed to “Mr. Hall,” the second page is titled, “Response to Defendant Objections,” the third page is a one-page exhibit marked “A,” and the

fourth and fifth pages are a two-page exhibit marked "B." In his filing, Complainant avers, *inter alia*, "Currently Im seeking 2000\$, for years gas has been mined on my property without my consent or payment. All same others neibors have gotton paid for there mineral rights[.]" He also avers, "PUC has countless time held gas companys such as or like CNX accountable for their corrupt malice sinister activitys."

(A true and correct copy of Judge DeVoe's March 13, 2019 Interim Order is appended hereto as Exhibit "B.")

Because Complainant's February 21, 2019 response "d[id] not conform with the Commission's regulations regarding answers and preliminary objections[.]" Judge DeVoe treated the same as a motion to amend the complaint. (*Id.* at 3). In granting the motion to amend, Judge DeVoe specifically advised:

In his amended Complaint, Complainant shall, **in as much detail as possible**, describe the reason(s) for his complaint; identify the specific statute(s), regulation(s), or order(s) allegedly violated by Respondent; and the relief he is seeking from the Commission. Complainant shall also append a copy of "Agreement #11023500" to which he references in his original complaint.

Complainant should note that while the Commission may impose civil penalties upon a utility which is found to be in violation of a statute, regulation, or order, those civil penalties are payable to the Commission. The Commission lacks jurisdiction to award money damages to a private citizen.

(*Id.* at 4 (emphasis in original).)

Notwithstanding the specificity required by the March 13, 2019 Interim Order, Complainant's Amended Complaint was comprised merely of two (2) substantive paragraphs, the entirety of which provides:

1. WHEREAS IT IS THE CORE GRIEVANCE OF MR. PAUL THAT CNX GAS COMPANY (WITH OR WITHOUT THERE BRANCHES OR AFFILIATES) HAVE BEEN OPERATING GAS ACTIVIEIS ON OR AROUND MY PROPERTY

SOME OF FEW VIOLATION OR LAWS COMPALINT FEELS ARE BREACHED ARE SECTION 59.33 SAFETY BECAUSE NO NOTICE

WAS GIVING TO LAND OWNER THUS UTILITY ARE LIABLY BY SECTION 59.74.

2. OTHER GREIVICE ACTS ARE UNDER SECTION 59.38 SECTION 59.47 AND SECTION 59.64 THE UTILITY NEVER CONTACTED LAND OWNER OF ACTIVIES ON HIS PROPERTY NO DID GET PERMISSION, THUS RISK THE LIVES OF MR. PAUL FAMILY TO WHITCH TRUE COST OF DAMAGE CANNOT BE ASSERTED NOW.

WHEREAS MR. PAUL SEEKS 1000\$ AS COMPANSATIOJN FOR THE ILLEAGEL ACTION ON HIS ONE 1 ACRE REALEASTE IN JEFFER TOWNSHIP SOMERSET COUNTY PA

(Amended Complaint.)¹

Although the Amended Complaint largely is devoid of factual allegations, it is clear Complainant is *not* making any claim that CNX is in violation of any statute, rule or order or that CNX is otherwise engaged in acts subject to oversight and adjudication by the PUC as a provider of utilities to Complainant. Instead, Complainant purportedly seeks recovery of oil and gas royalties, and in this regard, seeks an award of \$1,000.00. (*Id.*)

Given the collective content of Complainant's filings, counsel for CNX has repeatedly reached out to Complainant to discuss his claims. However, Complainant continues to refuse to offer any further detail or explanation, and simply responds with obscure written demands for compensation.² In view of the Complainant's apparent refusal to contact the undersigned to discuss his

¹ The content of Complainant's Amended Complaint is cited verbatim herein and with original emphasis.

² CNX counsel initially attempted to contact Complainant via the telephone number listed on his initial filings. Because the provided number was changed or disconnected, CNX counsel sent a letter on April 4, 2019, asking Complainant to make contact. A true and correct copy is attached as Exhibit "C." In response thereto, Complainant served CNX with a "Debt Settlement Agreement," unaccompanied by an enclosure letter or additional content, seeking \$750.00. A true and correct copy is attached as Exhibit "D." CNX counsel responded via letter dated April 12, 2019, again urging Complainant to contact him in an effort to understand and possibly resolve the dispute. A true and correct copy is attached as Exhibit "E." Complainant followed this letter with an April 22, 2019 correspondence in which he reiterated his demand for monetary compensation. A true and correct copy is attached as Exhibit "F."

Complaint and attempt a possible resolution, CNX respectfully requests that a telephonic status conference be scheduled by the Honorable Emily I. DeVoe.

For the reasons set forth herein, the Amended Complaint should be dismissed, in its entirety and with prejudice, as the PUC lacks jurisdiction to award Complainant money damages. Alternatively, Complainant should be required to file a more specific pleading setting forth the alleged factual base(s) for his claims.

ARGUMENT AND AUTHORITY

A. Lack of Commission Jurisdiction—52 Pa. Code § 5.101(a)(1).

Codified at 66 Pa. C.S.A. §§ 101 *et seq.*, the Public Utility Code confers the Public Utility Commission (“PUC”):

[G]eneral administrative power and authority to supervise and regulate all public utilities doing business within this Commonwealth. The commission may make such regulations, not inconsistent with law, as may be necessary or proper in the exercise of its powers or for the performance of its duties.

66 Pa. C.S.A. § 501(b).

While the PUC is vested with exclusive authority over complex and technical service and engineering questions arising in the location, construction and maintenance of all public utility facilities, the power to regulate “does not encompass the power to award damages to a private litigant.” *Bell Tel. Co. v. Mayerson*, 1980 Pa. Dist. & Cnty. Dec. LEXIS 485, *4-5 (Jan. 28, 1980) (citing *Feingold v. Bell of Pa*, 383 A.2d 791, 794 (Pa. 1977)). Instead, this “judicial remedy is left to the courts[,]” which “retain jurisdiction of a suit for damages based on negligence or breach of contract wherein a utility’s performance of its legally imposed and contractually adopted obligations are examined and applied to a given set of facts.” *Id.* at *5.

Otherwise stated, “the PUC is not jurisdictionally empowered to decide private contractual disputes between a citizen and a utility.” *Allport Water Authority v. Winburne Water Co.*, 393

A.2d 673, 675 (Pa. Super. 1978). Critically, our Supreme Court has expressly and unequivocally rejected the notion that the PUC may adjudicate and award damages to private citizens:

Although the lower court accurately noted that the Public Utility Law provides that any person may complaint to the PUC about the actions of a public utility, a complaint by appellant to the PUC seeking damages could not have resulted in an award by the PUC even if that agency had determined the complaint to be meritorious. It is clear that the remedial and enforcement powers vested in the PUC by the Public Utility Law were designed to allow the PUC to enforce its orders and regulations but not to empower the PUC to award damages or to litigate a private cause of action for damages on behalf of a complainant.

Feingold v. Bell of Pennsylvania, 383 A.2d 791, 795 (Pa. 1977) (internal citations omitted).

To be sure, while the PUC may “impose civil penalties upon a utility which is found to be in violation of a statute, regulation or order[,]” it is “clear that the Commission lacks jurisdiction to award money damages.” *Schell v. Suez Water Pennsylvania, Inc.*, C-201-2566398 (Nov. 15, 2016); *see also Elkin v. Bell Telephone Company of Pennsylvania*, 420 A.2d 371 (1980); *Poorbaugh v. Pa. Pub. Util. Comm’n*, 666 A.2d 744 (Pa.Cmwlt. 1995).

Despite Judge DeVoe’s explicit instruction that “[t]he Commission lacks jurisdiction to award money damages to private citizens[,]” (Exhibit “B” at 4), Complainant’s Amended Complaint nevertheless “seeks 1000\$ as compensatiojn” for alleged actions taken by or on behalf of CNX on Complainant’s one (1) acre parcel in Jenner Township, Somerset County, Pennsylvania. (*See* Amended Complaint.) In short, such request contravenes the well-settled rule of law that the PUC is without jurisdiction to award monetary damages; moreover, the Amended Complaint is devoid of any additional requested relief. Thus and in accord with 52 Pa. Code § 5.101(a)(1), the Amended Complaint warrants summary dismissal, in its entirety and with prejudice, as a matter of law.

B. *Insufficient Specificity of a Pleading—52 Pa. Code § 5.101(a)(3).*

To assert a viable complaint with the PUC, a complainant must set forth, *inter alia*, “a clear and concise statement of the act or omission being complained of ...” 52 Pa. Code. § 5.22(a)(5).

To that end:

A formal complaint must set forth “the act or thing done or omitted to be done” by a public utility “in violation, or claimed violation, of any law which the commission has jurisdiction to administer, or of any regulation or order of the commission.” Commission’s regulations require that a complaint contain a clear statement of the relief sought. A complaint should contain information specific enough to allow the respondent to understand the allegations against it, in order to conduct a meaningful investigation of the allegations and to prepare a coherent response or defense.

Schell v. Suez Water Pennsylvania, Inc., C-201-2566398 (Nov. 15, 2016).

Asserted in Complainant’s Amended Complaint are threadbare allegations that CNX violated 52 Pa. Code § 5933 (relating to “Safety”); 52 Pa. Code § 59.38 (relating to “Filing of major construction reports”); 52 Pa. Code § 59.47 (relating to “Continuing property records”); 52 Pa. Code § 59.64 (relating to “Notice of curtailment or nonperformance of supply”); and 52 Pa. Code § 59.74 (relating to “Utility liability” in the context of “Gas Emergency Plans”). Wholly absent from Complainant’s amended pleading, however, is any averment of fact or reasonable inference therefrom alleging the means by or manner in which CNX violated these regulations.

In the absence of any averment of fact reasonably indicating “the act or thing done or omitted to be done” by CNX in contravention of any law or regulation which the PUC has jurisdiction to administer, Complainant’s Amended Complaint warrants dismissal pursuant to 52 Pa. Code § 5.101(a)(3).

CONCLUSION

As discussed and demonstrated, the collectively content of Complainant's filings direct that his claims derive from an oil and gas royalty dispute over which the Public Utilities Commission is without jurisdiction.

WHEREFORE, CNX Gas Company LLC respectfully requests the Public Utilities Commission dismiss Complainant's Amended Complaint, in its entirety and with prejudice, pursuant to 52 Pa. Code § 5.101(a)(1). Alternatively, the Amended Complaint should be stricken and Complainant required to file a more specific pleading.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

By: _____

Rodger L. Puz, Esq.

PA I.D. # 67216

J.R. Hall, Esq.

PA I.D. # 88296

Two PPG Place, Suite 400

Pittsburgh, PA 15222

Tele No.: (412) 281-7272

*Counsel for Respondent,
CNX Gas Company LLC*

CERTIFICATE OF SERVICE

I, J.R. Hall, Esquire, hereby certify that a true and correct copy of the foregoing was served this 24th day of April, 2019, via First Class U.S. Mail, postage prepaid, upon the following individual identified below:

Jason R. Paul
132 Cessna Hill Road
Boswell, PA 15531

Complainant

DICKIE, McGAMEY & CHILCOTE, P.C.

By 

Rodger L. Puz, Esq.
PA I.D. # 67216
J.R. Hall, Esq.
PA I.D. # 88296

Two PPG Place, Suite 400
Pittsburgh, PA 15222
Tele No.: (412) 281-7272

Counsel for Respondent, CNX Gas Company LLC