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File #: 167945

August 5, 2019

VIA ELECTRONIC FILING

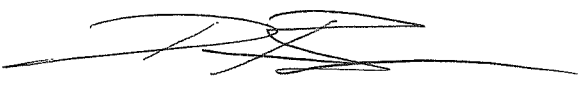
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Dana Brennan v. PPL Electric Utilities Corporation
Docket No. C-2019-3007121

Dear Secretary Chiavetta:

Enclosed for filing is the Answer of PPL Electric Utilities Corporation to the Complainant's Motion to Compel to Discovery Propounded by Dana Brennan – Set I in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Devin Ryan

DTR/dmc
Enclosures

cc: Honorable Elizabeth Barnes (*w/enclosures*)
Certificate of Service


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL & FIRST CLASS MAIL

Dana Brennan
16 Oslo Way
Newfoundland, PA 18445
jndbrennan@gmail.com

Date: August 5, 2019



Devin T. Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Dana Brennan,	:
	:
Complainant,	:
	:
v.	: Docket No. C-2019-3007121
	:
PPL Electric Utilities Corporation,	:
	:
Respondent.	:

**ANSWER OF PPL ELECTRIC UTILITIES CORPORATION
TO THE COMPLAINANT'S
MOTION TO COMPEL DISCOVERY RESPONSES**

TO ADMINISTRATIVE LAW JUDGE ELIZABETH H. BARNES:

Pursuant to 52 Pa. Code § 5.342(g)(1), PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) hereby files this Answer to Dana Brennan’s (“Complainant”) Motion to Compel Discovery Responses. As explained herein, the Complainant argues that PPL Electric has failed to provide timely answers to her discovery requests. However, the Complainant fails to recognize that her Motion was filed before the due dates for PPL Electric’s objections and answers to her discovery requests. Therefore, the Company respectfully requests that Administrative Law Judge Elizabeth H. Barnes (the “ALJ”) deny the Motion to Compel as premature and without merit. In support of its Answer, PPL Electric states as follows:

I. INTRODUCTION

1. On July 17, 2019, the Complainant served her first set of discovery requests on PPL Electric via certified mail only. (“Complainant to PPL Set I”) A true and correct copy of the Complainant’s discovery is attached hereto as **Appendix A**.

2. Because the Complainant served Complainant to PPL Set I by certified mail only, three days were added to the deadlines for objections and answers to the discovery requests. *See* 52 Pa. Code § 1.56(b). Accordingly, PPL Electric's objections were due by July 30, 2019, and its answers are due by August 9, 2019. *See id.* § 5.342(d)-(e) (stating that answers are due within 20 days of service of the interrogatories and that objections are due within 10 days of service of interrogatories).

3. On July 29, 2019, the Complainant filed a Motion to Compel responses to Complainant to PPL Set I and served it on PPL Electric via certified mail only.¹

4. On July 30, 2019, PPL Electric timely served objections to Definitions 2 and 4-21 and Interrogatories 3-6, 10-13, and 15-44 of Complainant to PPL Set I.

II. THE COMPLAINANT'S MOTION TO COMPEL SHOULD BE DENIED AS PREMATURE AND WITHOUT MERIT

5. PPL Electric respectfully requests that the Complainant's Motion to Compel be denied as premature and without merit.

6. The Complainant erroneously contends that PPL Electric has failed to provide timely responses to her discovery requests. (Motion, pp. 1-2, 4-6.)

7. As explained previously, the Complainant filed her Motion to Compel before the deadlines for the Company's objections and answers to her discovery requests.

8. Specifically, the Complainant filed the Motion on July 29, 2019, without recognizing that PPL Electric's objections were due by July 30, 2019, and its answers are due by August 9, 2019.

¹ PPL Electric did not receive the Motion until July 31, 2019.

9. Until the August 9, 2019 deadline for the Company's answers passes, the Complainant cannot claim that the Company has failed to provide timely responses to her discovery requests.

10. Moreover, the Company notes that it timely served objections to several of the discovery requests set forth in Complainant to PPL Set I on July 30, 2019, via email and first class mail. Because the Complainant's Motion to Compel was filed before those objections were timely served, PPL Electric's objections are not the subject of the Complainant's Motion.

11. In addition, PPL Electric notes that Complainant's Motion most consists of averments and arguments about the alleged merits of the Complainant's case and criticisms about the Company's discovery requests propounded on her. (Motion, pp. 1-6.)

12. As explained in PPL Electric's Answer to the Formal Complaint, PPL Electric denies the Complainant's claims that the new AMI meter has caused, contributed to, or exacerbated any adverse health effects or that it will cause, contribute to, or exacerbate any adverse health effects. Moreover, the Company maintains that the new AMI meter will not violate the Complainant's rights or will pose any safety, security, or privacy concerns. PPL Electric's AMI meters comply with all applicable state and federal laws and regulations and are certified by Underwriters Laboratories. The Company also will only collect and use customer data in compliance with its Commission-approved Smart Meter Plan and AMI Customer Privacy Policy.

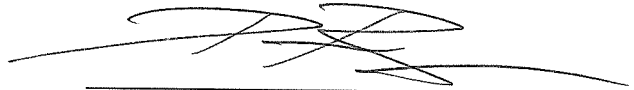
13. Furthermore, the Complainant's criticisms about the Company's discovery requests are moot. On August 2, 2019, the ALJ issued an Order granting PPL Electric's Motion to Compel responses to the interrogatories that the Complainant refused to answer or did not respond to, specifically Questions 2, 3, 4, and 7.

14. Based on the foregoing, the Complainant's Motion to Compel is premature and without merit and, therefore, should be denied.

III. CONCLUSION

For the reasons set forth above, PPL Electric Utilities Corporation respectfully requests that Administrative Law Judge Elizabeth H. Barnes deny the Complainant's Motion to Compel as premature and without merit.

Respectfully submitted,



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Michael J. Shafer (ID # 205681)
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Date: August 5, 2019

Attorneys for PPL Electric Utilities Corporation

Appendix A

Interrogatories and Requests for Production of Documents Propounded by Dana Brennan on PPL Electric Utilities Corporation

JUL 22 2019

Page 1.

July 17, 2019

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Dana Brennan,	:	
	:	
Complainant	:	
	:	
v.	:	Docket No. C-2019-3007121
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent	:	

INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS PROPOUNDED BY DANA BRENNAN
ON PPL ELECTRIC UTILITIES CORPORATION

Pursuant to 66 Pa.C.S. 333 and 52 Pa. Code 5.341, Dana Brennan propounds the following Interrogatories and Requests for Production of Documents on PPL Electric Utilities Corporation (“ Respondent”)

Definitions:

1. PP&L means PPL Electric Utilities Corporation.
2. EMF means Electro Magnetic Frequency
3. USA means United States of America.
4. Smart Meter means Microwave technology emitting radiation
5. Spyware means surveillance technology employed from Smart Meters

Page 2.

6. Trespassing means unauthorized PPL Electric Utilities Corporation on your property
7. Documentation means to supply everything requested
8. Constitutional rights means laws to protect people to assure we have rules and regulations governing what is right and not interfered with
9. Wire tapping means the unlawful means to collect information without authorization
10. Northern California means the death of 85 people related to GP&E Electric Utilities Corporation and their bankruptcy
11. Mr. Barrie Trower means Royal Navy microwave expert who lectures around the world of the dangers of microwave technology from Smart Meters
12. Facebook means lawsuit for billions of dollars for the release of personal information of their customers
13. Vizio Corporation means loss of class action suit for surveillance and invasion of privacy
14. Supreme Court means recognition of fundamental rights mentioned in the Constitution that is an inherent part of liberty including privacy rights
15. Historic Supreme Court 9-0 decision means no one can take away anyone's Constitutional rights
16. Hacked means the Smart Meter technology makes it easier for unauthorized personnel like PP&L or thieves to illegally collect information and manipulate other wifi technology in the home to commit theft, etc.
17. Under the right to know means studies, documentation, and literature of Smart Meter radiation technology findings to be released
18. Opt-out means the desire to end dangerous Smart Meter technology, microwaves and radiation to be replaced with the original Analog Meter
19. Compulsory control means forced upon customers without their consent
20. Profiling means collecting information from a household illegally to put together a record of how an individual family conducts its life to include habits, likes and dislikes that could be sold on the open market to the highest bidder

Page 3.

21. Court Order means when authorized personnel such as the FBI, CIA, Police or other law enforcement can prove to have good cause to search an individual's home with a search warrant

22. Notice of no consent to trespass, surveillance and radiation pollution and fire hazard notice of liability, adhesion contract means:

PP&L is put on notice relating to whatever health problems should arise due to the Smart Meter and its microwave radiation technology. They will also be held responsible for collecting information from my household along with any problems listed in the notice as well but not limiting PP&L's responsibility for issues that the Smart Meter may cause in the future.

PP&L and Attorney Ryan, if there is anything that is not self explanatory please feel free to ask. PP&L and Attorney Ryan the answers to the Interrogatories and requests for production of documents were not late. The documents you are referring to were sent by certified mail within 13 business days.

INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS PROPOUNDED ON PPL ELECTRIC UTILITIES

Complainant to PP&L

1. What consent did PP&L receive from Dana Brennan, the property owner, to install the Smart Meter?
2. What is the date PP&L received consent to install a Smart Meter at 16 Oslo Way Newfoundland, PA 18445?
3. PP&L Smart Meter installer was told personally not to install the Smart Meter and left. Then on a later date came back onto the property by trespassing and installed the Smart Meter without any consent or notice to the property owner. By what right does PP&L have to put microwave technology or spy ware on any ones property without consent?
4. PP&L was informed by phone and certified mail to remove the dangerous Smart Meter due to it being unsafe and threatening to our family's health as outlined in all the letters received by PP&L and their attorneys. Why then at this late date has the Smart Meter not been removed? Refer to all the certified mail and their contents explaining my rejection to the Smart Meter and add the entire contents as argument.
5. Northern California lost 90% of their population due to GP&E Electric Utilities Corporation fires caused by Smart Meters. Many people had to relocate and 85 people were killed as a result of the fires. GP&E now filed for bankruptcy citing over \$30

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Billion in claims. What insurance does PP&L Electric Utilities give my family if there is a fire or my family becomes sick from the EMF' radiation transmitted from the Smart Meter?

6. What insurance company is PP&L insured with?
7. Did PP&L purchase the Smart Meter from China?
8. Was the Smart Meter made in China?
9. PP&L will not let me opt-out from the Smart Meter as other states and Electric Utilities corporations do. Why not?
10. PP&L is using the Smart Meter to gather information from my home and off of my property to sell to a third party without consent. What right does PP&L have to take any information I didn't consent to?
11. PP&L is engaging in wire tapping without a Court Order. Under what law does PP&L have the right to violate my Constitutional rights to privacy and other laws as stated in the number of certified mail sent to both PP&L and their attorneys?
12. Over the years PP&L received payments from me in the form of money for their service without any other demand or additional conditions or compensation. Why is PP&L now demanding more in return for electric service provided through the Smart Meter when we initially objected to the installation and made it clear we wanted to keep an Analog meter?

UNDER THE RIGHT TO KNOW LAW

13. PP&L will sell any information they unlawfully gathered from me, how much money will PP&L make from me and all the other PP&L customers on a yearly basis? Please enter cash Amount _____.
 14. Provide the number of people that requested to opt-out from the PP&L Smart Meter to date? Amount _____.
 15. To date: Give the number of PP&L customers who have requested to opt-out of the Smart Meter due to fear of health problems caused by PP&L's Smart Meter dangerous radiation levels. Please include customers that don't want PP&L spyware or surveillance of their private information. Amount _____.
- a. Pennsylvania customers are forced to call an out of state representative when attempting to make a complaint or request to opt-out from the Smart Meter. PP&L is

Page 5.

purposely re-routing Pennsylvania customers making it extremely inconvenient to place a complaint so that the customers are discourage from making a complaint. Give a full disclosure of out of state phone calls as well as letters from PP&L customers requesting to opt-out of the Smart Meter?

b. Who schooled the out of state PP&L representatives who receive complaints and concerns from customers in Pennsylvania concerning PP&L installing Smart Meters on their homes and properties after being instructed not to trespass or install a Smart Meter?

c. It is PP&L's common practice to tell customers that if they don't want the Smart Meters PP&L will discontinue their electrical service entirely. When did PP&L start a compulsory control over the Pennsylvania people with the Smart Meter?

d. Please provide all the names of PP&L personal and board members with the authority to demand change over my state law regulations and Constitutional rights?

16. PP&L was aware that the Smart Meter that they forced on me and other customers has many health risks. Why didn't PP&L give me and other customer's realistic facts and notice of the health risks that come with the Smart Meter?

17. What right does PP&L have to know what electric appliances that I have or the make of the appliance?

18. What right does PP&L have to invade our privacy through the Smart Meter by profiling my family and I by knowing when we get up in the morning, leave the house, go from room to room, come home, go to bed, or what we may be viewing on TV?

NOTE: Vizio TV company recently lost a class action law suit for using their Smart TV's to surveillance customers as PP&L is attempting to do to us with the Smart Meter.

a. Other PP&L customers and I have experienced electrical equipment such as a TV turning itself off without any explanation other than the recent Smart Meter installation. What right does PP&L have to determine when a customer's use of electric should be terminated other than non-payment of a bill?

19. PP&L has made it easier for my home to be hacked into with the Smart Meter. So the question is: If the privacy of our home is hacked into and our personal information is stolen with other items, how will PP&L compensate us for making us and our home more vulnerable?

20. PP&L has unlawfully taken away our freedom, peace of mind, independence and made us feel unsafe in our own home. With the Smart Meter spyware PP&L has put our safety and well being in jeopardy as PP&L put our family lives and privacy up for sale to the highest bidder only so PP&L could profit without any concerns for our safety or

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health. This is a direct violation to our Constitutional rights and other laws that prohibit the use of technology to spy unlawfully on a citizen without a Court Order. When did PP&L get a Court Order?

Please refer to numerous certified mail outlining our complaint and other issues related to this matter PP&L and their attorney have previously received.

21. PP&L is in violation of my Constitutional and Civil Rights and other laws by profiting not just once with the sale of electric to me, but two times or more by selling what they don't legally own by law. PP&L themselves did not produce the information generated within my home but is unlawfully taking information that belongs to me only in an attempt to sell it, what gives PP&L the right to take something from within my home and my property to sell it?

22. PP&L, without any compensation to me, uses their Smart Meter without my consent, to sells my information that lawfully belongs only to me and not at all to PP&L. So the question is: How can PP&L take a customer's private and confidential information and sell it without any further compensation to the individual who is the author and lawful owner to the literature or information PP&L is attempting to gather and sell?

23. Does PP&L in some way supersede all of my Constitutional rights, such as the First, Fourth, & Fourteenth Amendments' as well as other Pennsylvania laws and Amendments assuring and guaranteeing my rights to privacy? Please refer to certified mail that you have received with other explanations regarding this issue and provide me with an answer?

b. PP&L and their attorney received Certified mail related to the violation of my rights. How does PP&L over ride my privacy rights and takes away my Constitutional rights to privacy?

24. I don't have any confidence in PP&L safeguarding any information coming from my home. I maintain that it's my responsibility and right to say what goes out of my home and property and to whom. Not PP&L, PP&L is only looking to profit off of me. What safeguard is PP&L guaranteeing and what information would PP&L be limited to if they had my consent?

25. Hacked! The Government, IRS, US Mail service, Military, and dozens more have been hacked. So what makes PP&L any safer?

a. Why should I think PP&L would do a better job in safeguarding my information when PP&L have all intentions of selling my information?

b. Once PP&L sells my information, will they wash their hands of it and not take any responsibility for how it is used?

Page 7.

c. Who is PP&L exchanging my private information with?

25. Is PP&L aware that there have been several class action law suits addressing violations of the privacy act and the complainants won their court actions? What would be the argument that PP&L would have?

26. Does PP&L have any open court cases at present to include class action suits? If so how many?

27. Supreme Court opinion notes (We) are fundamental, a free society and have other Constitutional Liberties and basic Civil Rights, to include the right to enjoy the peace of mind in the privacy of our home. Where does it say that PP&L has the right to interfere with any of my rights?

28. In a Historic Supreme Court 9-0 decision on the Constitution Eight Amendment, it is cruel and unusual punishment as to deprivation of property without due process of law, this applies to all States. PP&L has made me and other family members victim's of unjust property seizure.

What right did PP&L have to seize anything from my property or home?

29. Top scientist in 40 countries signed a protection saying not to go ahead with the microwave technology that it is a danger, Smart Meters are harmful to humans. Why didn't PP&L give its customers any warning of the dangers?

30. Please release to me all technical reports and studies done relating to any and all findings to include the Smart Meter radiation EMF's microwave effects on human health. PPL Electric Utilities Corporation gives the general public a watered down flyer that is dishonest and misleading. Who did PP&L pay for the study?

31. Was there another independent study done that PP&L is aware of?

a. If so who did the study and when?

b. Mr. Barrie Trower of the Royal Navy is a microwave expert lecturer around the world. Mr. Trower lectures on the dangers of microwave technologies, 5G, and Smart Meters and how they are harmful to humans. Mr. Trower states that in 3 generations only 1 in 8 children will be healthy. Is PP&L aware of Mr. Trower's expertise and what he is telling people around the world?

32. Is PP&L aware that facebook was fined 5 Billion dollars for violating their customers privacy rights?

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33. Was PP&L aware that Appliance Companies have been sued in court and had to pay damages due to their violation of customer rights to privacy. Without consent the appliance companies spied to take confidential and private information from consumers?

34. PP&L cannot take private and confidential information from my home and property with the intention of selling it without my consent. What puts PP&L above the law when they use electronic surveillance? Pennsylvania has laws against unlawful surveillance to include the use of drones. Therefore, explain why PP&L is an exception to that law?

a. PP&L deems it if I have a cell or other items in my home they should be aware of them but refuse to allowing me the customer the full disclosure of all test studies that PP&L had done related to microwave technologies PP&L has the microwave studies now in their possession, not releasing that documentation is unfair and bias, Please provide all of the above studies and microwave documentations.

b. PP&L has an unfounded claim that Smart Meters are safe. As a customer I want to see the research report study and evidence or proof to substantiate the fact that the microwave technologies that PP&L is introducing into my home and onto my property are safe?

c. PP&L Smart Meter microwave technology should have a closer examination based on reports anyone can find on the internet, news papers, or TV. What is PP&L hiding that they are reluctant to release information about the PP&L Smart Meter study and the microwave technology?

d. PP&L and their attorney received numerous certified mail from me which will be considered part of this case without exception. PP&L attorneys did you make PP&L aware of all the information that you received and my request to have PP&L to reinstall the Analog Meter to end the disagreement?

e. Please provide the name of PP&L personnel that you relayed all of the information to and their position?

35. PP&L knows that EMF's frequencies emitted from the Smart Meters are harmful to humans. Why is PP&L attempting hide the facts and force it upon the general public that were not made aware of the Smart Meters danger or the surveillance capability built into the Smart Meter?

36. Did PP&L tell its attorneys and the general public the whole truth about the many health problems that are associated with EMF radiation?

37. Is PP&L aware that all over our Country, the United States of America, and the around the world that people see the Smart Meters as harmful and don't want it on their property so why should I?

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38. PP&L Smart Meters are operating their microwave technology EMF's over my copper wiring throughout my home without prior permission or consent. When did I tell PP&L that they can use my house wiring for surveillance upon me?

a. What legal grounds did PP&L have to install microwave technology that was operating throughout my home and off of my homes copper wiring without permission?

b. In the past I purchased clean electricity from PP&L with the understanding that the purchase was to be without any other compensation to PP&L or that they can use my home and property for additional money. What right did PP&L have to change the initial agreement?

c. PP&L is now providing me with unsafe microwave EMF's and dirty electric on my property and making an additional profit off of me. How is that legal?

d. PP&L has always maintained that they were responsible up to the electric utility pole and Meter utility box (only).

PP&L has always maintained that from the pole on PP&L had no jurisdiction whatsoever to make any repairs. PP&L always maintained that from the pole on it was the home owner's responsibility not PP&L's. PP&L for as long as I can remember has always recognized that my home and wiring was out of their control and they had no authority whatsoever after the pole and meter. I want to know how that changed and now PP&L, without consent, can take it upon themselves to now insist that they have a right to use my home or property for their convenience and profit off of it without compensation to the homeowner?

e. I never intended for our home wiring to be used by PP&L for search, seizure or surveillance of my personal information. PP&L never paid for the wiring, its installation nor has PP&L ever maintained any electric component in my home to include the breaker box. Please explain how PP&L can illegally make a seizure of my personal property and to profit from it by just putting in an unsafe Smart Meter on my property as if they own the property, house and the components in it? What happen to our rights?

f. I had recently replaced circuit breakers, wiring and other electrical components in my home. Since PP&L is making claim to the copper wiring, etc., is PP&L going to compensate me for any upgrade or repairs since PP&L is using the components?

39. PP&L has been Fraudulent in how they marketed their Smart Meter and misled the public into thinking that the Smart Meters were safe. Customers weren't made aware that the Smart Meters would gather information from their homes and that a profile of each

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household could be made and give it to whoever PP&L wish. Why weren't Pennsylvania customers made aware of the larger scope of the operation that PP&L is engaging in?

a. Please provide me with a copy of all literature that PP&L has provided to the public informing them of how PP&L would be using the customer's home wiring or other components that belongs the property owner?

b. When PP&L sells information that they gather from the customer's home what input or say does a customer have to their private information or how it is to be distributed?

c. Will the information be sold to foreign countries or overseas buyers?

40. When was PP&L or any company, corporation, or state government granted the right to violate my Constitutional rights and requirements under the law of due process and protection of my fundamental rights to freedom and privacy under the law?

41. I believe that PP&L Smart Meter microwave technology is a danger to me and my families' health. Smart Meter danger has been recognize both in this county and around world as being an especially dangerous and harmful device. PP&L Smart Meter also has spyware or surveillance technology built in it that has no other definition other then an invasion of our privacy and liberties. PP&L has taken away information from within my home and off of my property that they have no legal right to. The question is under what judicial or administration of the law does PP&L have to bypass my constitutional rights?

a. Supply all documentation showing me how PP&L can take control of my property and disregard my Constitutional rights and other legal rights so they could install a Smart Meter?

42. Initially there was an opt-out from the Smart Meter for Pennsylvania customers. Please provide information clarifying how the opt-out option was terminated and the mandatory installation of the Smart Meter was instituted?

43. PP&L has failed to provide me and other Pennsylvania customers with a clear and full explanation of what radiation damage and harm to ones health could be caused by their Smart Meter. Other electrical components sold on the open market give a clear warning of any danger that their equipment such as laptop computers, cell phones, wifi equipment, microwaves and any other device that use EMF technology should be used with caution. PP&L is well aware that the above mentioned equipment can be turned off on demand unlike PP&L's Smart Meter. PP&L's Smart Meter is in operation mode 24 hours a day, 7 days a week, 365 days a year which makes PP&L's Smart Meter more dangerous considering there is no way or device to terminate the Smart Meter's microwave EMF technology that is continuously going throughout our home. Why hasn't

Page 11.

PP&L provided all Pennsylvania customers with the fact that there could be a danger related with the PP&L Smart Meter?

PP&L and their Attorney have received certified mail related to this fact. Please review the certified mail that you received.

44. It is further my understanding that the Smart Meter lacks a safety device to prevent an overload or short in the meter that could cause an electrical fire. The fact that the Smart Meter can cause fires is well documented. The question is why PP&L has been so reluctant to make all the facts concerning the Smart Meters danger public and a warning provided?

45. Please find included as evidence: every certified mail and it's components received by PPL Electric Utilities Corporation, The Public Utility Commission, Attorney Ryan and Mr. Walnock.

Notice of no consent to trespass, surveillance and radiation pollution and fire hazard.

All of the above have previously received this notice. However, for your convenience please find an additional 3 page copy.

PPL and attorney Ryan, you will have 20 days as I was given to comply with the above questions and to provide me with all the information requested without exception so I have a full understanding and that I am not treated with unfair bias.

Verification

Respectfully submitted



Dana Brennan

July 17, 2019

cc: Honorable Elizabeth Barnes
Rosemary Chiavetta, Secretary
D.B.

FROM:

Mrs. Dana Brennan
16 Oslo Way
Newfoundland, PA 18445

TO:

Mr. Phil Walnock, Program Manager, Advanced Metering
PPL Electric Utilities
835 Hamilton St. Suite 150
Allentown, PA 18101-1179

CC: Devin T. Ryan, Post & Schell, P.C.

17 North Second Street, 12th Floor

Harrisburg, PA 17101-1601

Pennsylvania Public Utilities Commission
400 North Street

Harrisburg, PA 17120

Docket No. C-2019-3007121
February 10, 2019

Prior to the installation of the smart meter a PPL Electric Utilities representative. Was told not to install the smart meter and left. Later without consent or permission PPL Electric Utilities snuck onto our property and installed the meter without our permission or consent.

**NOTICE OF NO CONSENT TO TRESPASS, SURVEILLANCE AND RADIATION POLLUTION
AND FIRE HAZARD**

NOTICE OF LIABILITY, ADHESION CONTRACT

Dear Mr. Phil Walnock, PPL Electric Utilities and all agents, officers, employees, contractors and interested parties,

In regard to your possible intention to install an electronic utility meter at the above address, those meters violate the law and cause endangerment to users and the public due to the following factors:

- 1) They individually identify electrical devices and record when they are operated causing invasion of privacy.
- 2) They monitor household activity and occupancy in violation of rights of domestic privacy.
- 3) They transmit wireless signals which can be intercepted by unauthorized and distant parties.
- 4) No power company or other individual or agency has consent to conduct surveillance or monitoring or to emit radiation (RF, EMR, EMF) on our property with an electronic utility meter. If such consent is presumed, it is hereby denied.
- 5) Data about occupant's daily habits and activities are collected by digital meters, recorded and stored in permanent databases which are accessed by parties not authorized or invited to know and share that private data. Employees and officers of the utility company are not authorized to collect, view or share

such private and personal data.

5) Those with access to the data can review a permanent history of household activities taken and viewed unlawfully and without the consent of occupants and subjects of the surveillance.

6) Those databases may be shared with, or fall into the hands of unauthorized law enforcement, private hackers of wireless transmissions and other unidentified parties for use against the interests of the energy subscribers and the occupants of the structures without their knowledge and consent.

7) Electronic utility meters are, by definition, surveillance devices which violate Federal and State wiretapping laws by recording and storing databases of private and personal activities and behaviors in situations where privacy is expected and private activities are recorded without the consent or knowledge of those people who are monitored.

8) It is possible for example, with analysis of certain electronic utility meter data, for unauthorized and distant parties to determine medical conditions, sexual activities, physical locations of persons within the home, vacancy patterns, general affluence, trade secrets and personal habits of occupants.

9) Digital meters cause, by intentional transmission and/or incidental disruption of house current with switch mode power supplies, cancer-causing electromagnetic radiation to be emitted in proximity of the installed location and property in violation of laws against public endangerment, assault and commission of bodily harm.

10) Digital Meters are designed to transmit using electromagnetic radiation known to cause cancer and many other diseases, illnesses and symptoms.

11) Digital meters have no surge protection and are unlawful fire hazards which are not permitted on our property.

12) FCC regulations require that no radio transmitters may be installed on private property without the consent of the property owner. Consent is hereby denied.

For the above reasons, and by right of occupancy and property ownership, I prohibit and deny consent of, any installation and use of any monitoring, eavesdropping, monitoring, surveillance and radiation emitting devices on my property and place of residence and rightful occupancy, especially in the form of an electric utility meter. Any attempt to install any such device directed at me or other occupants on my property or residence will constitute trespass, stalking, wiretapping and assault, all prohibited and punishable by law through criminal and civil actions. All persons, government agencies and private organizations responsible for installing or operating monitoring devices which I consider to be unlawful will be fully liable for major financial and compliance claims and demands in unlimited monetary value. This is legal notice. The liabilities and obligations listed above are true and binding upon all parties upon delivery of this notice. These terms and conditions apply without regard to status or existence of any "opt-out" contract.

Utility service may not be denied for refusal of unlawful conduct by the utility company or for any act of self defense or any exercise of property rights.

Because this issue is related to misconduct, violations and crimes by you and your utility company policies, no fees, charges or penalties may be associated with any remedies you are requested to provide.

Under my authority as owner and/or rightful occupant of the above property, and under your implied or expressed application to enter that property, this is an adhesion contract to which you are now bound until and unless you respond with factual and supported rebuttal to ALL of the above points in a sworn statement by an authorized and identified party within 21 days of this delivery. Any rebuttal must show your authority to install an unlawful radiation-emitting surveillance device (digital electric "meter") on my property without my consent. Because you are violating the law, your easements do not provide that authority. Expect rebuttal to any claim of such authority. Any failure to timely show and prove full and

binding authority to install the unlawful and harmful device on my property and/or place of occupancy will be agreement with all terms and conditions herein. I deny and refuse any past, present and future proposal, offer, demand or claim contrary to any terms or conditions herein.

Notice to principle is notice to agent and notice to agent is notice to principal. All rights reserved.

Mrs. Dana Brennan 2-18-2019

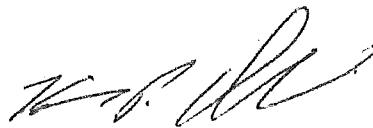
Mrs. Dana Brennan, Property owner 16 Oslo Way, Newfoundland, PA 18445

VERIFICATION

I, KEVIN DURKIN, being the Project Manager on the Meter Replacement Project at PPL Electric Utilities Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation 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.

Date:

8/5/2019



Kevin Durkin