

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG PENNSYLVANIA 17120**

Ultimate Sports Company Inc.

v.

PPL Electric Utilities Corporation

Public Meeting held August 29, 2019

2633651-OSA

Docket No. C-2017-2633651

STATEMENT OF VICE CHAIRMAN DAVID W. SWEET

This matter comes to us on the exceptions of PPL Electric Utilities Corporation (PPL) and the reply exceptions of both the complainant, Ultimate Sports Company Inc. (Ultimate) and the Office of Small Business Advocate (OSBA) to the Initial Decision (ID) of Administrative Law Judge Elizabeth H. Barnes (ALJ). The Commission decision sustains the complaint by finding that the utility's sharing of password-protected account information with an unauthorized third party constitutes a violation of the Commission's statute and regulations and imposes a civil penalty. Given the underlying facts in this case, I do not agree.

The complainant here is a landlord in civil litigation with his tenant, and the landlord sought to use the electric company to force the tenant out. In May of 2014, PPL posted the property for termination, and the tenant contacted PPL to see what it needed to do to maintain electric service. At this point, the supervisor of PPL's regulatory compliance began to work with the tenant to determine the portion of the electric usage the tenant had agreed to pay according to a formula in the lease.

By June of 2015, the landlord was engaged in the civil suit and at that point and several other times, told PPL to terminate service but only if PPL agreed to not initiate service to that tenant using the one meter that served the shared premises. Of course, PPL could not do that without violating its duty to provide service, especially since the tenant had a valid lease and was in possession of the property.

PPL experienced some difficulty in determining the bills because the landlord had switched suppliers five times during that period, causing a glitch in PPL's billing system that resulted in no bills for a few months, then multiple rebills in June to cover the months where no bills had been issued. The landlord placed a password protection on the account in June 2015, which prevented anyone without the password from making changes to the account. However, by this time, PPL was already working with the tenant to determine the tenant's responsibility for payment. As the landlord would have had to share the account information with the tenant in order to let the tenant know the portion of the electric bill for which the tenant was responsible, the account information would have been shared with the tenant. While the Commission decision finds that sharing this information after the password protection was applied is a Section 1501 violation, that sharing was essentially required by the lease between the landlord and tenant.

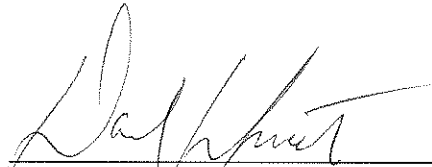
It is important to note that PPL never shared the kind of personal information that could be used for identity theft but limited the information to what was necessary to determine the tenant's responsibility under the lease, such as kilowatt hours, time of usage, charges, etc., which

is the same information that the landlord would need to share to make the same determination and which was made available during discovery obtained in the civil suit.

PPL made a rational determination that it would have been unfair to both refuse to place the account in the name of the tenant and to terminate service to that tenant despite its offer to pay the electric bill. The tenant indicated that losing electric service would have created a hardship, and thus, PPL maintained service. That decision, which violated no statute, regulation or order of the Commission and caused no harm or prejudice to any party while maintaining service for the tenant's continued operations as well as payment to the utility, is an action well within the definition of adequate, efficient, safe and unreasonable service.

PPL was caught in the middle of an unseemly commercial dispute and only tried to navigate the situation, protecting its interest and those of its customers. PPL avoided being manipulated and so should we. Accordingly, I dissent in this matter.

August 29, 2019
DATE



DAVID W. SWEET
VICE CHAIRMAN