

**Pennsylvania Public Utility Commission Appeal**

---

Miss Tiffany McCall	:	
(Complainant)	:	
	:	Case No. C-2019-3012597
	:	
vs.	:	
	:	
PECO	:	
(Respondent)	:	

---

**COMPLAINANT'S EXCEPTIONS**

(1) Sometime in the beginning of April, 2019, Miss Tiffany McCall, (hereinafter shall be referred to as the Complainant) filed a claim with PECO (hereinafter shall be referred to as the Respondent) stating that sometime in the month of January her PECO electricity service was interrupted due to an outage, and caused damage to her home cordless phone.

(2) In confirmation to the Complainant's claims the Respondent's Reliability Report stated that there was in fact an outage that took place in the early the morning of 1<sup>st</sup> of February, 2019, around 1:55 am. Which would have been in the late overnight hours of the 31<sup>st</sup> of January, 2019. Which again, confirms the Complainant's claims and gives her credibility. **(Please See Respondent's Reliability Report)**

(3) The Respondent argued that the Complainant claimed damage occurred to her cordless phone sometime in January of 2019, in the overnight hours of said month, and that their service malfunction and interruption actually occurred in the wee hours of the 1<sup>st</sup> of February, 2019. This is a redundant and moot argument, once everyone including the Respondent recalls that the month of January goes from January 1<sup>st</sup> to January 31<sup>st</sup>. Which again, confirms the Complainant's claims and gives her credibility.

(4) The outage that occurred in the early morning of the 1<sup>st</sup> of February, 2019, was not a scheduled maintenance event, opposed to the insinuation the presiding judge Heep, gave in her ruling; suggesting that the outage was a scheduled maintenance event.

(5) It was also noted and confirmed that when the outage occurred on the 1<sup>st</sup> of February, 2019, the Complainant immediately contacted the Respondent's claim department to seek resolve for her damaged phone. She was then given a claim form to fill out and submit. **(Please See Complainant's "Exhibit A")**

(6) However, the claim form was not filed at the time it was given to the Complainant, because although her home cordless phone was damaged due to the Respondent's service outage interruption, it was still operable to some degree. And besides, there was never any time deadline to file a claim with the Respondent's claim department.

(7) It wasn't until the 2<sup>nd</sup> PECO electrical outage had taken place whereas the Complainant was the forced to file the claim for her phone because it had completely stopped working and functioning altogether.

(8) The Complainant uses her landline home phone to handle business, and more importantly for in case of emergency situations. However, on or around the 1<sup>st</sup> of April, 2019, the Complainant was not able to do so.

(9) The Respondent counter argument to the Complainant's April claim, was that there had not been an outage in April, 2019, that disrupted the Complainant's service until after the Complainant's claim was filed on or around the 4<sup>th</sup> of April, of 2019.

(10) According to the Respondent's Reliability report there was an outage to the Complainant's service on April 07<sup>th</sup>, 2019, due to a squirrel, which fell under the category of "Wildlife".

(11) The Complainant was not privy to the Respondent's Reliability Report until seconds before the October 30<sup>th</sup>, 2019, hearing was held, so it was impossible for her to have known about the timeframe of these occurrences when she filed her report in April, 2019. So either the Complainant has some kind of "**psychic powers**" to foresee into the future or her claims were/are actually true and has credibility to them?

(12) There is no dispute on whether there was outages in late January, early February of 2019, or in April of 2019. But then the raised question is whether or not the Respondent should be held liable for these (2) two outages. Was either outage out of the Respondent's control? No, because the first outage in February, 2019, fell under the category of Equipment Failure-Def/Malfunction/Deterioration, not an "Act of God". The second outage was caused by wildlife, but why did wildlife have access to wires or equipment, was these wires exposed due to not being updated or maintained? In addition, according to the Respondent's own Tariffs and Policies, **if damage occur if and only if, it was out of the control of the Respondent, should they not be liable of up to \$1000.00.**

In conclusion, the Respondent's arguments were moot and egregious and held no merit. The facts were presented by the Complainant and confirmed by the Respondent in their own report. Wherein as for all of the above mentioned reasons the Respondent should indeed be held liable for the Complainant's damaged home phone and other expenses associated with this claim.

Date March 16, 2020

Signature

Miss Tiffany McCall