

**PLAINTIFF RESPONSE TO RESPONDENT
BEFORE TO PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RONALD BURNETT Complainant

DOCKET NO. C-2020-3020716

v.

PECO ENERGY COMPANY Respondent

AUGUST 5, 2020

The Complainant, Ronald Burnett, respectfully petitions the PUC Commission to uphold the complaint as legally sufficient in entirety.

ANSWER

- 1) The Complainant did file a complaint with PECO in a timely manner on May 28, 2020.

- 2) The purpose of the Complainant's contact with PECO on MAY 21, 2020 was due to the fact that Tomorrow Energy Corporation contacted him by telephone inquiring about a change of electrical supplier to Clear Choice Energy. There was no notification sent to the Complainant by PECO inquiring as to whether the change was authorized by the Complainant , there was no notification from PECO notifying the Complainant of the date of transfer of the change of supplier, and there was no contractual document provided by PECO to the Complainant notifying the transfer of supplier.

As stated in the complaint, the only reason that the Complainant was made aware of any transfer of electrical service at all was due to Tomorrow Energy calling to inquire about the change relative to the contract between the Complainant and Tomorrow Energy, my contractual agreement with Tomorrow Energy beginning on 11/12/2019 at rate 5.79c/KWH for 12 months.

3) On a three-way call to PECO on May 21, 2020, it was then established as fact that PECO intended to apply the transfer from Tomorrow Energy to Clear Choice Energy as of May 22, 2020. It should be obvious that the Complainant, by contacting PECO on May 21, 2020 several times, and that the Complainant's contact with Clear Choice Energy on May 21, 2020, and the fact that Clear Choice Energy did drop and remove themselves from the transfer process on May 21, 2020, that whatever action that PECO was going to take should have been immediately been cancelled, and Tomorrow Energy should have never been removed as the Complainant's electrical supply provider.

4) The fact that PECO has a duty to honor the rightful election of the Complainant is without question. The Complainant has the right to select his EGS, which he did in November, 2019. PECO, upon some improper communication initiated by Clear Choice Energy did not send a customer confirmation letter to the Complainant once the received a notification switch from Clear Choice Energy three (3) days after an enrollment request was submitted.

5) The fact that the Complainant contacted PECO immediately upon notice from Tomorrow Energy's outreach on May 21, 2020, that the Complainant contacted

PECO in advance of the erroneous transfer of EGS from Tomorrow Energy to Clear Choice Energy on May 21, 2020, that the Complainant contacted Clear Choice Energy and they rescinded the transfer on May 21, 2020, that Clear Choice Energy contacted PECO to notify them that the transfer was to be rescinded on May 21, 2020, should have been enough to demonstrate that Tomorrow Energy should have NEVER been removed or replaced by any EGS on May 22, 2020.

6) The fact that PECO claims that the Complainant willfully entered into contract with Clear Choice Energy is inaccurate; however, since the Complainant did object to PECO on May 21, 2020, and that the Complainant did contact Clear Choice Energy, and that Clear Choice Energy rescinded the erroneous transfer, should indicate that the Complainant must have had the legal right and authority to dissolve an improperly formed contract in a timely manner.

7) Despite several phone calls and communications with PECO on May 21, 2020, indicating clearly that my demand to uphold my contract with Tomorrow Energy, the Complainant still retains the right to reject an EGS from interceding upon my PECO contract, and PECO had a duty to honor my demand to maintain Tomorrow Energy as his EGS, as termination had not occurred.

8) On May 28, 2020 in a three -way recorded call between the Complainant, a manager at Tomorrow Energy and PECO Manager "Martina", who refused to present an employee identification, demonstrated a clear unwillingness to honor prior understandings that other PECO employees had made, this "manager" went so far as to plainly claim falsely the dates of account and dispute history, informed

both myself and the Tomorrow Energy representative that “PECO does not reinstate accounts to old providers”, and claimed that the other manager (referring to Matthew #084111) is [inexperienced]”.

9) Even more outrageous is the contention that PECO is without fault in its request for dismissal of this complaint filed by Complainant. On July 30, 2020, the Complainant received correspondence from PECO indicating that the Complainant “chose to purchase energy from a competitive generation supplier” with an effective date on or about July 29, 2020, and that supplier is Tomorrow Energy Corporation.

REQUEST FOR RELIEF

The Complainant reiterates his original complaint of May 21, 2020, reiterates his complaint to the Pennsylvania Public Utility Commission of 5/28/2020, and the new matter contained in this answer, including the Complainant’s request for relief.

Respectfully submitted



August 5, 2020

Ronald Burnett

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VERIFICATION

PLAINTIFF RESPONSE TO RESPONDENT
BEFORE TO PENNSYLVANIA PUBLIC UTILITY COMMISSION

RONALD BURNETT Complainant

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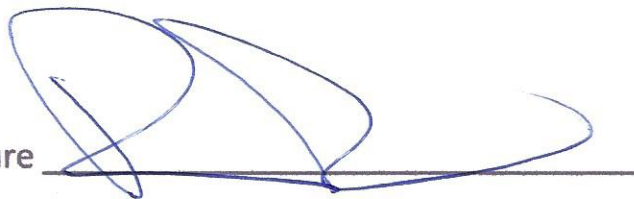
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I verify that the statements made in this answer and new matter are true and correct to the best of my knowledge, and belief. I understand that false statements made herein are subject to the penalties of 18 PA. C.S. subsection 4904, related to unsworn falsification to authorities.

DATE : 8/5/2020 _____ Signature



Ronald Burnett

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

Ronnie Burnett
COMPLAINANT

vs.

No.: C-2020-3020716

PECO Energy Company
RESPONDENT

CERTIFICATE OF SERVICE

I certify that on August 6, 2020, a true copy of the
foregoing ANSWER TO RESPONDENT has been served upon:

Manner of Service:

Regular First Class Mail
 Certified Mail
 Other (specify): EMAIL

Signed: [Signature]

Dated: 8/5/2020