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December 31, 2020

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Rashid El Malik v. PECO Energy Company & Reliant Energy Northeast LLC t/a NRG
Residential Solutions; Docket No. F-2020-3018838

Dear Secretary Chiavetta:

On behalf of Reliant Energy Northeast LLC t/a NRG Residential Solutions are Reply Exceptions in the above-captioned matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Karen O. Moury

Karen O. Moury

KOM/lww
Enclosure

cc: Cert. of Service w/enc.
Ra-osa@pa.gov w/enc.(Word Version via email)

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of NRG's Reply Exceptions upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Electronic Mail

Rashid El Malik
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Conrad A. Johnson, Administrative Law Judge
Nicholas Miskanic, Legal Assistant
Pennsylvania Public Utility Commission
Office of Administrative Law Judge
Piatt Place, Suite 220
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nmiskanic@pa.gov

Date: December 31, 2020

Karen O. Moury

Karen O. Moury, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Rashid El Malik	:	
	:	
v.	:	Docket No. F-2020-3018838
	:	
PECO Energy Company & Reliant Energy	:	
Northeast LLC t/a NRG Residential Solutions	:	

**REPLY EXCEPTIONS OF RELIANT ENERGY NORTHEAST LLC
T/A NRG RESIDENTIAL SOLUTIONS**

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Date: December 31, 2020

Counsel for Reliant Energy Northeast LLC
t/a NRG Residential Solutions

I. INTRODUCTION

Reliant Energy Northeast LLC t/a NRG Residential Solutions (“NRG”) submits these Reply Exceptions responding to the Exceptions filed by the Complainant, Rashid El Malik (“Complainant”), to the Initial Decision (“ID”) of Administrative Law Judge (“ALJ”) Conrad A. Johnson, which was served on December 1, 2020.¹ The Commission should adopt the ID as it relates to the allegations against NRG because the ALJ correctly found that the Complainant failed to carry his burden of proof to support the allegation that NRG violated the regulations when it switched his natural gas and electric accounts.²

Although NRG accepted Complainant’s claim that he personally did not switch or authorize the switching of the accounts, no evidence was introduced to show that NRG improperly switched the accounts. To the contrary, the testimony of Spencer Halstead on behalf of NRG and the exhibits sponsored by Mr. Halstead demonstrate that NRG received an enrollment form containing the Complainant’s signature and indicating that the switch was authorized. Nonetheless, as a gesture of goodwill, NRG volunteered to refund the supply charges paid by the Complainant. On this basis, and because Complainant will be made whole through a full refund, the Complainant’s Exceptions should be denied.

II. REPLIES TO COMPLAINANT’S EXCEPTIONS

In his Exceptions, the Complainant alleges, without any support in or reference to the evidentiary record, that “an employee working for NRG retail switched complainant’s electric supplier from PECO to NRG.” Exceptions at 6. He further contends, without any support in or reference to the evidentiary record, that the “evidence of record established an employee of NRG

¹ Although the Complainant filed his Exceptions prior to the due date, the deadline for filing Reply Exceptions is 10 days after the Exceptions were due, per the Secretarial Letter accompanying the Initial Decision. As the Exceptions were due on December 21, 2020, the Reply Exceptions are timely filed today.

² NRG is not addressing the portions of the Complainant’s Exceptions that pertain to allegations made against PECO Energy Company (“PECO”).

committed fraud by signing the form.” Exceptions at 6. The only basis for his contention is a comment made by an NRG representative during the investigation by the Bureau of Consumer Services (“BCS”) about the particular agent having been coached and provided additional training in connection with another incident where the consumer claimed to have not authorized the switch. Exceptions at 6; Complainant Exhibit 3.

Contrary to the Complainant’s allegations in the Exceptions, no evidence was produced during the hearing to show that an NRG representative switched the account without authorization or engaged in fraudulent conduct. Further, prior conduct of the particular agent on one occasion is irrelevant to the allegations in the present Complaint proceeding, particularly when NRG coached the agent and provided additional training.

Also, it is important to clarify what NRG stipulated to during the hearing. According to the Complainant, NRG stipulated that the supplier switches were unauthorized. Exceptions at 6. However, that is not an accurate description of the stipulation. Rather, the extent of NRG’s agreement is that it was accepting the Complainant’s testimony that he did not attend the retail event where the enrollment took place and that he personally did not authorize the switch. Tr. 37-39, 107. NRG did not stipulate, however, that the switch was unauthorized, with its witness noting that a family member or other representative of the Complainant who knew his address and telephone number could have identified himself as the Complainant and or as otherwise authorized to make the switch. The agent then would have used the eligible customer list to obtain the utility account number that is needed for the enrollment transaction. Tr. 100-101, 104-107.

As the ALJ properly found, the record lacks evidence showing who initiated the changes. ID at 1, 10-12. What is known is that NRG received enrollment forms, which it processed in accordance with the Commission’s regulations. The enrollment forms contained the Complainant’s address, account number and signature, as well as the appropriate authorizations to

make a switch in the account. Tr. 102-103; NRG Exhibit 1; NRG Exhibit 2. When the Complainant received the confirmation letter from PECO, he responded by saying that he had not authorized the switches. As a result, he was returned to PECO for electric and natural gas service. Tr. 32-34; Complainant Exhibit 1. And, NRG has indicated a willingness – as a gesture of good will – to refund the Complainant’s full supply charges paid to NRG during the short time he was served. Tr.105-107. In view of the Complainant’s expressed desire not to be served by NRG, the system worked as intended when he received the confirmation letter and he was not harmed by the switches.

The Complainant also mischaracterizes the testimony of NRG’s witness when he claims that “customers were complaining that NRG was transferring their accounts without consent.” Exceptions at 7. The only question concerning this topic was whether NRG has received other requests to switch an account that was not requested by the customer. Mr. Halstead simply answered yes, acknowledging that some customers have made this allegation. Tr. 109-110.

Through the Exceptions, the Complainant further claims that NRG was not able at the hearing to produce the letter and disclosure statement that were mailed to the Complainant. Exceptions at 7. However, this is not fair characterization of the testimony. At the hearing, for the first time, the Complainant alleged that he did not receive the letter and disclosure statement. Tr. 127. Since the Complaint did not contain these allegations, NRG did not make the letter and disclosure statement an exhibit. Tr. 126. However, NRG did offer during the hearing, in light of the Complainant raising an allegation at that time that he had never received it, to produce them as a late-filed exhibit. Tr. 128. Since this was not permitted, NRG’s witness reviewed the records available to him, which indicated that the letter and disclosure statement were mailed to the address on the enrollment form. Mr. Halstead further explained that when a customer does not have an electronic mail (“e-mail”) address or prefers not to provide the e-mail address, NRG’s practice is

to use an e-mail address such as noemail@nrg.com, which triggers the need to send the documents by first class mail. Tr. 125.

In summary, the Complainant's Exceptions are peppered with arguments that are not supported by the evidentiary record and that mischaracterize the evidence offered by NRG. The Exceptions should be denied and the Complaint should be dismissed as to the allegations involving NRG.

III. CONCLUSION

WHEREFORE, Reliant Energy Northeast LLC t/a NRG Residential Solutions ("NRG") respectfully requests that the Commission adopt the Initial Decision to the extent that it adjudicates and resolves the Complaint against NRG.

Respectfully submitted,

/s/ Karen O. Moury

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