

LaCretia Fuellen  
6855 Ogontz Ave  
Philadelphia, PA 19137  
Phone: (215) 779-6717

JUNE 1, 2021

VIA EMAIL:

Rosemary Chiavetta  
PA Public Utility Commission SECRETARY

Khadijah Scott, Esquire  
Assistant General Counsel  
2301 Market Street / 523-1  
Philadelphia, PA 19103

Commissions Office of Special Assistants

RE: LaCretia Fuellen v. PECO Energy Company  
Docket No. F-2020-3021486  
Date of Hearing: January 7th 2021 at 10:00 a.m.

Dear Secretary Chiavetta,

Enclosed please find a copy of my Exceptions to the Initial Order.

LaCretia Fuellen

## EXCEPTIONS

1. Upon careful review of the record, I find that Ms. Fluellen has failed to carry her burden of proving that there are incorrect charges on her bills with PECO. Specifically, she failed to prove by a preponderance of the evidence that PECO offered her a \$7,500 credit, began issuing her part of the credit, only to later rescind the offer. The record is devoid of any evidence of the offer or of a reason for PECO to have made the offer to Ms. Fluellen. Although PECO's witnesses were unable to provide the exact breakdown of the two transactions in her Account Statement dated August 15, 2019-one credit in the amount of \$3,476.28 described as Payment Arrangement(new)," and another credit in the amount of \$1,563.20 described as Miscellaneous-similar transactions appear in her account history in association with new payment Arrangements in her account with PECO. See PECO Exhibit 1, On February 26, 2020, a credit in the amount of \$3,576.40 was processed in Ms. Fluellen's Account Statement described as "Payment Arrangement (new) " PECO Exhibit 1. Also, on May 14, 2020, a credit in the amount of \$3,348.24 appears in Ms. Fluellen's Account Statement described as Payment Arrangement (new)" . The existence of these transactions lends credibility to Ms. Tarpley 's testimony that the sums represent "internal cancellation of charges to put the new agreement in effect and are neither payments nor credits that appear in the Complainant's bills Tt. 84.

EXCEPTION: Peco's inability to give any Reason for the Credited Amounts is an failure on their Behalf. Plaintiffs internal documents Exhibits (6A,6B,6C-Payments to the Account)(Exhibit 1- Internal Bill Printout) show the \$1563.20 Amount as an "Miscellaneous Payment" an "Account Payment" and an Debited Transfer Payment. Plaintiffs exhibit of the Internal Printout shows All payments to the Account as Credits. As of 8/6/2019, There was only 1 Deferred payment agreement on the Account in the Amount of \$508.79. Nowhere in the payment History is this amount shown as an Deferred Payment Agreement. The Credit in the Amount of \$3476.28 Is Shown on Plaintiffs EXHIBIT 1 as an payment agreement not an Deferred Payment agreement. Plaintiff did have an agreement with the Agent from August 1, 2019, that 1563.20 was to be credited to the Account to Cover any remaining balance left on the Account after removal of Budget Billing. Plaintiff did have an agreement that any offered Settlement funds would be credited to the Account. Peco Ms. Jefferson stated that only the Credit Department can issue Credits and she did not work for the credit Department nor did she place these Credits to the Account. Plaintiff believes she has met her burden of Proof by a Preponderance of the Evidence and Peco offered no Refute of Plaintiff's Claims. Plaintiff has proved her claim by her documented evidence.

2. Next, I find that Ms. Fluellen has failed to carry her burden of proving that PECO enrolled her with an alternative electric supplier without her consent, in retaliation for filing an informal complaint with the Commission She failed to present a scintilla of evidence that it

was PECO who enrolled her with Alpha Gas and Electric as her electric generation supplier, relying instead on the coincidence of the letter of notification being issued by PECO on August 22 2019, just a few days after Ms Fluellen visited PECO's offices to complain about Ms Jefferson See Tr. 21-22, 28, 90-91. However, mere barked assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. Pa Bureau of Corr. .City of Pittsburgh. 516 Pa 75,532 A24 12 (987). On the contrary, PECO produced credible evidence in the form of sworn testimony that it had notified MS. Fluellen of the change in the electric generation supplier and had promptly returned her back to PECO once she indicated that she had not requested the change. T7. 24-25, 80-81.

EXCEPTION: Plaintiff visited Peco office on August 19, 2019. Plaintiff received Notice 3 days later on August 22, 2019. By Confirmation of the Commission, Notice must be given within 3 days of any transfer of electric service to another Company. This Transfer of Service allowed Peco to remove credits from the Account then reinstate them as Deferred payment agreement or the Credit disappeared. Peco receives copies of consumers agreed authorizations to switch Suppliers. Peco did not offer or show this evidence to refute Plaintiffs Allegations. Plaintiff proved her retaliation Claim by provided documented evidence of her claims.

LaCretia Fluellen