

Robert A. Naborn, PhD
307 Runnymede Avenue
Jenkintown, PA 19046

February 8, 2023

Ms. Rosemary Chiavetta,
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RCVD PUC SEC BUR
FEB 14 2023 AM 11:10

Regarding: Robert Naborn v. PECO Energy Company, Docket No. F-2023-3037611

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is my reply to PECO's Answer to Formal Complaint. I have enclosed a Certificate of Service stating that a copy of the above document was served on the interested parties. Thank you for your time and for your attention to this matter.

On February 6, 2023, I, Robert A. Naborn, identified as Complainant, received a PDF in an e-mail from PECO Energy Company entitled Answer of Respondent, PECO Energy Company, in which it “denies all material allegations of fact and conclusions of law in the instant complaint.”

I question the validity of this assertion, i.e., denial of those allegations, for the reasons set forth below.

1. In spite of numerous requests for proof that I indeed pressed the “yes” button when prompted to answer whether I also wanted to switch our gas supply back to PECO by an automated system I had not asked for [called Interactive Voice Response System by PECO], PECO has not even reacted, let alone shown proof, including in their Answer of Respondent [henceforth referred to as “Answer”]. Although called “interactive” and “voice system,” but I fail to discern any true interactivity, and the “voice” is limited to their side – my voice was left out. The experience was more or less: “the machine asks a question; you answer by clicking a button.”
2. Respondent uses the phrase “Complaint [sic] agreed to drop his electric and gas supplier” (Answer, page 2). The Bureau of Consumer Services (BCS) (Answer, page 2) called it “the customer’s request.” I take issue with both characterizations of my dealing with PECO’s Interactive Voice Response System. Since it was not I who initiated the “conversation” with the System, my response was neither an agreement nor a request.
3. The claim (Answer, page 2) that “the Complainant’s wife contacted PECO advising that her husband elected for the gas supplier to be returned to PECO in error” is factually incorrect. I have discussed my dealing with PECO’s Interactive Voice Response System with my wife, but she has not contacted PECO regarding this issue. In fact, she was traveling that day, and I have dealt with all PECO-related issues since 1999, the year we first signed up for services from PECO, and I have been the one to write and pay all monthly cheques to PECO.
4. PECO quotes the entire December 9, 2022 decision of BCS’s decision regarding my informal complaint (Answer, page 2). Even though it is in all caps, the important message here is simply that BCS does not have jurisdiction over the contracts of suppliers or over

issues concerning company's [read: PECO's] Interactive Voice Response System. It is unclear why PECO cites this decision as it does not in any way vindicate PECO.

5. In Answer (page 2/3), abbreviations are used, "EGS" and "EGSs," without explaining what is meant here. My search for understanding this led me to a PECO site,

PECO Energy defines Electric Generation Supplier or "EGS" as "a supplier of electric generation that has been certified or licensed by the Pennsylvania Public Utility Commission to sell electricity to retail Customers within the Commonwealth of Pennsylvania in accordance with the Competition Act."

In other words, PECO's Answer uses the abbreviations for ELECTRICITY generation supplier to defend themselves against allegations of having made the undesired switch of our GAS supplier.

6. The statement (Answer, page 3) that PECO is "unable to switch the Complainant back to a supplier" is not convincing. Not only is their defense based on Section 5.4.1 of the tariff – which does not include gas suppliers [see 3. (above)], but it also claims it "is not responsible for monitoring, reviewing or enforcing contracts that customers enter into with EGSs." This makes it clear that PECO should not have interfered in the contract between us and our supplier, Direct Energy Services, LLC.
7. Respondent's statement (Answer, page 4) that "[i]n this matter, the Complainant enrolled with PECO and must contact Direct Energy Services, if he wishes to change his supplier," appears to deny or ignore that I did contact Direct Energy Services, on multiple occasion starting on July 22, and that Direct Energy Services did accept us back. The only reason this switch back did not happen is that PECO said it was not possible.
8. In order to question the denial of "the allegations in paragraph 8" (Answer, page 4), I have attached my email of August 25, 2022 [Attachment 1]. It clearly states the case I made to PECO as soon as I found out about the undesired switch made, and it includes an account of my efforts on July to nullify my response to PECO's Interactive Voice Response System, if I had indeed "responded" "yes". As mentioned earlier, no proof has been provided by PECO of my actual response.
9. The fact that PECO's Interactive Voice Response System is set up in such a way that anything recorded by it cannot be amended or apparently not even verified does not

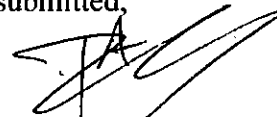
absolve PECO from finding ways to interact in a more customer-friendly manner with its customers. Mistakes are made (and perhaps I made one by clicking on the wrong phone button), but there must always be the possibility to rectify things, especially in the 24 hours (in this case: 20 minutes) following the supposed mistake.

10. I agree that the request for relief (Answer, page 5) is formulated such that "no answer is required." Given the facts shown in this and earlier correspondence, we are incurring and will incur higher expenses for our gas supply since prices have skyrocketed since February 2022. The exact amount can only be assessed once Respondent returns our account to Direct Energy and only if Direct Energy stands by its assertion in August that they would honor the rates of the January 2022 contract.

CONCLUSION

WHEREFORE, I, Robert A. Naborn, respectfully request that the Commission grant the relief I am seeking, including but not limited to PECO Energy Company abandoning its Interactive Voice Response System or at the least adjusting/modifying it so that no other customers will be obligated to spend countless hours to rectify an apparent error.

Respectfully submitted,

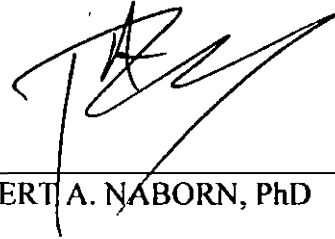


ROBERT A. NABORN, PhD
307 Runnymede Avenue
Jenkintown, PA 19046
e-mail: rob.naborn@gmail.com

Date: February 8, 2023

I, ROBERT A. NABORN, hereby declare that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

Date: February 8, 2023



Handwritten signature of Robert A. Naborn in black ink, consisting of stylized initials and a surname.

ROBERT A. NABORN, PhD

RCUD PLC SEC BUR
FEB 14 2023 AM 11:10

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION
ROBERT NABORN Complainant

v.
PECO ENERGY COMPANY Respondent

RCVD PUC SEC BUR
FEB 14 2023 AM 11:10

DOCKET NO. F-2023-3037611

CERTIFICATE OF SERVICE

I, ROBERT A. NABORN, hereby certify that I have this day served a copy of my answer to PECO's Answer to the Complaint in the above matter upon all interested parties by e-mailing a copy to:

KHADIJAH SCOTT, Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
via e-mail: khadijah.scott@exeloncorp.com

and

AMY BOTAK, Legal Assistant – PECO Regulatory
PECO Legal Department
2301 Market Street, S23-1, Philadelphia, PA 19103
via e-mail: amy.botak@exeloncorp.com


and

Ms. Cynthia K. Pronko
307 Runnymede Avenue
Jenkintown, PA 19046

and

Hon. CHARLES E. RAINEY, Jr., Chief Administrative Law Judge
Pa. Public Utility Commission
400 North Street Harrisburg, PA 17120
via e-mail: bobbwillia@pa.gov

Dated: February 8, 2023



ROBERT A. NABORN, PhD

Attachment 1

Robert A. Naborn PhD, on behalf of Ms. Cindy Pronko
307 Runnymede Avenue
Jenkintown, PA 19046

August 25, 2022

PECO
2301 Market Street
Philadelphia, PA 19103

RCUD PUC SEC BUR
FEB 14 2023 AM 11:10

Re: Account # 85620-00109, inadvertent [?] gas supplier change

To Whom It May Concern:

On July 22, I decided we wanted to change back to PECO for our electricity supply. While waiting to talk to a PECO representative, I was given an option via the the push buttons on the phone, and it asked if I wanted to switch back to PECO for my energy supply, and I clicked "Yes," not realizing the text continued "...and your gas supply" [or words to that effect], which was "No," but apparently, I had unwillingly pushed the button for both. I called PECO right away, and they said they could not undo my automated system's choice, the one I "made," so I needed to call the energy supplier that I wanted to keep, Direct Energy. They said (still on July 22) that they had not received information of a change, so that I needed to call back a week later, which I couldn't do, since I was not in the country.

I called back PECO, and both PECO and Direct Energy said that they would make a note of my "mistake" and of my desire to stay with Direct Energy. I was also told that it would not take effect until a month later.

Today I called Direct Energy, and they said first that it could not be undone (and that I would have to re-apply, which I know is at much higher rates) and that I should call PECO. PECO told me that nothing had changed and that Direct Energy was still my supplier. I told the representative that I somehow was incredulous, since Direct Energy just told me the opposite. She reassured me that nothing had changed.

I called back Direct Energy, who told me yet again that PECO had let them know that we had canceled them as supplier. They then looked at the notes from July 22, and they specifically told me to call back PECO to tell them, based on the notes in their files, that Direct Energy does not understand why PECO sent them the cancellation message, since PECO knew on July 22 that I had just on that day, July 22, inadvertently pressed that cancellation button.

I called back PECO – different person – to let them know what I heard from Direct Energy, and that the person I talked with ten minutes before just told me a lie, i.e., they had effectively canceled our contract with Direct Energy, something Direct Energy did not understand.

Gas contracts have gone up significantly in the past few months, and re-signing a contract with them (or any other supplier for that matter) would cost us a lot, undeservedly so. That so-called “push of the button,” of which I am not even sure it happened, is not sufficient reason to rescind the contract we had, especially since I called as soon as the error had come to light, 5 minutes after it happened.

I am not sure this needs to escalate any further. It behooves PECO to admit that the basis on which they reeled us in as a customer is shaky [a push of a button on a phone call that was not even made for that purpose, and the correction that followed immediately after. Notes were taken by both PECO and Direct Energy, and also by me, of course.

I am asking PECO to let Direct Energy and us know that the contract we signed with Direct Energy must be kept in place as it was started in January/February of this year. I made it abundantly clear that I was not interested in or shopping for a different provider in July or August.

Sincerely,

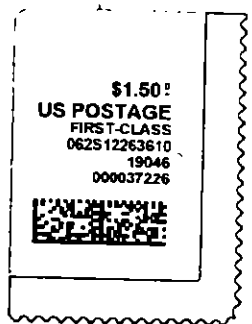
Robert A. Naborn

Robert A. Naborn

cc/ Direct Energy



Mr. Robert Naborn
307 Runnymede Ave.
Jenkintown, PA 19046-2022



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Ms. Rosemary Chiavetta,
Secretary

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