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August 16, 2023

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Keystone Bldg. 2nd Floor W  
400 N. Street  
Harrisburg, PA 17120

**RE: Michael Moorefield v. Duquesne Light Company**  
**Docket No. C-2023-3041919**

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Preliminary Objections to the Formal Complaint filed by Michael Moorefield. A copy of this document and the enclosed filing have been served upon Complainant in accordance with Pennsylvania Public Utility Commission ("Commission") regulations.

Please contact me with any questions, comments, or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a light gray rectangular background.

Emily M. Farah  
Counsel, Regulatory  
Duquesne Light Company

Enclosure

cc: Certificate of Service (w/encl.)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL MOOREFIELD,

Complainant,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

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No: C-2023-3041919

**PRELIMINARY OBJECTIONS**

Filed on behalf of Respondent  
Duquesne Light Company

Counsel of Record for this Party:

Emily M. Farah, Esquire

PA I.D. No. 322559

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Pittsburgh, PA 15219

**NOTICE TO PLEAD**

**TO MICHAEL MOOREFIELD:**

**YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO RESPONDENT'S PRELIMINARY OBJECTIONS WITHIN 10 DAYS OF SERVICE PURSUANT TO 52 PA. CODE § 5.101 OR A JUDGMENT MAY BE ENTERED AGAINST YOU.**

DUQUESNE LIGHT COMPANY



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Emily M. Farah

Counsel for Duquesne Light Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL MOOREFIELD,	:	
	:	
Complainant,	:	
	:	
v.	:	No: C-2023-3041919
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

**PRELIMINARY OBJECTIONS**

Pursuant to 52 Pa. Code §§ 5.101(a)(1) and 5.101(a)(4) Duquesne Light Company (“Duquesne Light” or the “Company”) files its preliminary objections to Michael Moorefield’s (“Complainant”) above-captioned formal complaint (“Complaint”), and states as follows:

**I. INTRODUCTION**

1. On July 27, 2023, Duquesne Light was electronically served with the Complaint.

2. Duquesne Light is timely filing its Answer contemporaneously with these Preliminary Objections.

3. Duquesne Light seeks to dismiss the portions of the Complaint rooted in federal law, including, the Fair Debt Collection Practice Act, 15 U.S.C. 1692 et seq., 15 U.S.C. § 1681 et seq.,<sup>1</sup> the Truth in Lending Act, 15 U.S.C. § 1601 et seq.,<sup>2</sup> and various other federal laws<sup>3</sup> because the Pennsylvania Public Utility Commission (“Commission”) lacks jurisdiction to rule on those pieces of the formal complaint. Complaint ¶¶ 4-5.

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<sup>1</sup> Complaint p. 7 (“Duquesne Light is also in violation of 1681(a)(1)(2)...”).  
<sup>2</sup> Complaint p. 6 (“Truth in lending 1601..”)  
<sup>3</sup> Complainant lists various federal laws in the Complaint, including but not limited to: “public law 73-10,” “HJR192,” etc. See Complaint, pgs. 7, 13-14.

4. The Commission's Rules of Practice and Procedure permit parties to file preliminary objections. The grounds for preliminary objections are limited to those set forth in 52 Pa. Code § 5.101(a) as follows:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

5. As more fully set forth below, these Preliminary Objections request the Commission dismiss the above-captioned Complaint due to the lack of Commission jurisdiction to interpret federal law and seeks dismissal of the remaining portions of the Complaint due to legal insufficiency.

## II. ARGUMENT

*a. The Commission must dismiss the portions of the Complaint that are rooted in alleged violations of federal law.*

6. Commission regulations allow parties to file preliminary objections on the basis that the Commission lacks jurisdiction over the proceeding. 52 Pa. Code § 5.101(a)(1).

7. The Commission may only exercise powers that are expressly conferred upon it by the legislature.<sup>4</sup>

8. The Commission must act within its jurisdiction and may only hear complaints regarding the Public Utility Code, Commission regulations, or Commission orders.<sup>5</sup>

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<sup>4</sup> Feingold v. Bell of Pennsylvania, 383 A.2d 791, 794 (1977).

9. The Commission does not have jurisdiction over claims arising under the United States Code or the UCC.<sup>6</sup>

10. Here, the Complaint raises alleged violations of the Fair Debt Collection Practice Act, 15 U.S.C. 1692 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Truth in Lending Act, 15 U.S.C. § 1601 et seq. and the UCC. See Complaint pgs. 13-14.

11. Application and interpretation of federal law and the UCC are outside of the Commission's express jurisdiction of Pennsylvania Code, Commission regulations, or Commission orders.<sup>7</sup>

12. Therefore, the Commission lacks jurisdiction over the Complainant's allegations that are rooted in alleged violations of federal law.

13. Because the Commission lacks jurisdiction, the portions of the Complaint that allege violations of federal law must be dismissed pursuant to 52 Pa. Code § 5.101(a)(1).

*b. The Commission must dismiss the remaining portions of the Complaint on the basis that it is legally insufficient.*

14. Commission regulations allow parties to file preliminary objections on the basis of legal insufficiency. 52 Pa. Code § 5.101(a)(4).

15. To be legally sufficient, a complaint must set forth "an act or thing done or omitted to be done or by the respondent in violations, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission."<sup>8</sup>

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<sup>5</sup> Alkhatib v. PECO Energy Co., Docket No. C-2011-2242125 (Jan. 12, 2012) citing 66 Pa. C.S. § 701. See also Mark B. Aronson v. Duquesne Light Company, 2000 WL 35799627, at \*1 (Pa. P.U.C., 2000) ("DLC is exempted from the requirements of the Truth and Lending Act because of its status as a state-regulated public utility.") citing Mark B. Aronson v. The Peoples Natural Gas Company, 180 F.3d 558 (1999).

<sup>6</sup> Feingold v. Bell of Pa., 477 Pa. 1, 383 A.2d 791 at \*794 (1977)

<sup>7</sup> 66 Pa. C.S. § 701; Alkhatib v. PECO at \*5.

<sup>8</sup> 52 Pa. Code § 5.22(a)(4).

16. Here, Complainant believes that for every dollar that the Company bills him, the Company should accept a “remittance coupon” as payment. See Complaint, pgs. 6-7.

17. Specifically, Complainant writes: “As shown on the attachments I’ve endorsed multiple remittance coupons. These coupons are ‘dividend’ checks on behalf of the estate principal name MICHAEL MOOREFIELD. Once endorsed, Duquesne Light Company is supposed to apply credits to the account.”

18. In essence, the Complainant uses pseudo-legal jargon and Internal Revenue Service (“IRS”) forms to assert that he should be absolved of responsibility to pay his utility bill. See also Complaint, pgs. 14-15 (“This means there ‘IS NO MONEY.’”)

19. It is well settled that customers are obligated to pay for utility service provided to them.<sup>9</sup>

20. Customers’ unpaid bills are included in the utility’s uncollectible expense and ultimately paid by the remaining ratepayers.<sup>10</sup>

21. While Commission regulations do not specify the forms of payment a utility must accept from a customer, 52 Pa. Code § 56.94. states that a customer may avoid termination if “payment in full is tendered in any reasonable manner.”<sup>11</sup>

22. The Commission has determined that it is reasonable for the Company to accept payment for utility service in U.S. Currency.<sup>12</sup>

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<sup>9</sup> Kea v. Peoples Natural Gas Co., 60 Pa. PUC 215 (1985); Scaccia v. West Penn Power Co., 55 Pa. PUC 637 (1982).

<sup>10</sup> Bolt v. Duquesne Light Co., 66 Pa. PUC 463 (1988).

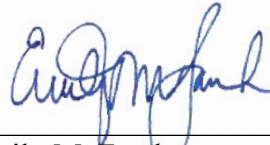
<sup>11</sup> Feitt v. Peoples Natural Gas Co. LLC – Equitable Division, Docket No. F-2018-3003833 at 5-6 (Opinion and Order entered October 8, 2020).

<sup>12</sup> Feitt v. Duquesne Light Co., Docket No. F-2017-2636316 at 6-7 (Opinion and Order entered February 6, 2020), citing James Coppedge v. PECO Energy Company, Docket No. F-2014-2406180 (Order entered January 29, 2015) (finding that the complainant failed to satisfy his burden of proving that PECO provided unreasonable or unreliable service by declining to accept as payment Mr. Coppedge’s self-styled and self-proclaimed negotiable instruments under the Uniform Commercial Code); Section 20.3 of Duquesne Light’s Tariff Electric – Pa. P.U.C. No. 24.

23. Because the Complainant fails to raise any issue in the Complaint indicating that Duquesne Light failed to act reasonably and in compliance with Section 1501 of the Code by refusing to accept his remittance coupons as payment, the Complaint must be dismissed.

WHEREFORE, Duquesne Light Company respectfully requests that the Commission sustain its Preliminary Objections and dismiss the portions of the above-captioned formal complaint that it does not have the jurisdiction to rule upon.

DUQUESNE LIGHT COMPANY



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Emily M. Farah  
Counsel for Duquesne Light Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL MOOREFIELD,	:	
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Complainant,	:	
	:	
v.	:	No: C-2023-3041919
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

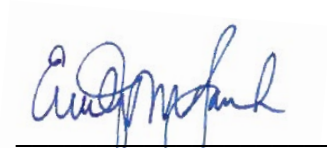
**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Preliminary Objections upon the participant listed below in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant):

**VIA ELECTRONIC MAILING ONLY**

Michael Moorefield  
305 San Juan Dr. Apt 8  
Port Vue, PA 15131  
[Mrmfieldz021@gmail.com](mailto:Mrmfieldz021@gmail.com)

Dated this 16th day of August 2023.



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Counsel for Duquesne Light Company