

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, Jr., P.E.	:	
	:	
Complainant,	:	
	:	
vs.	:	Docket No. C-2023-3041897
	:	
DUQUESNE LIGHT COMPANY	:	
Respondent.	:	

**ANSWER TO PRELIMINARY OBJECTIONS OF RESPONDENT DLCo by
PRO SE LITIGANT FRANK J. CSERVAK JR. P.E.**

Pursuant to 52 Pa Code § 5.101(a)(1) and (a)(2), Frank J. Cservak Jr. P.E. (“Complainant”), hereby files its Answer to Preliminary Objections to the Formal Complaint (“Complaint” Cservak3 Billing Errors” filed by Duquesne Light Company (“Respondent” or “Company”). In support thereof, Frank J. Cservak Jr. P.E., the Complainant avers as follows:

INTRODUCTION

1. Respondent is a “public utility” and an “electric distribution company” as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code (“Code”), 66 Pa. C.S. §§ 102, 2803.

The Pro Se Complainant is a Professional Engineer, licenced in Pennsylvania, who through his use of solar panels has supplied electrical power to the Respondent’s electrical distribution system since October 2017 and has been a “Net-Supplier” of electrical power to the Company’s “Grid” since March 2020 when his service was wrongfully terminated for eight (8) months for non-payment of his bill, at a time when his bill was paid in full. Additionally, Duquesne Light employees conspired to delete solar credits from and add kilowatt-hours (kwh) to the Complainant’s Billing Statements placing the two (2) residential accounts in the rears by \$3,822.12 prior to terminating his electrical service on March 4, 2020 for an 8 month period.

2. As more fully set forth below, the Complainant provides responses to the Respondent's Preliminary Objections to the above captioned Complaint that the Respondent claims are the subject of proceedings that are still pending final disposition. However, both prior Complaints (Cservak1 Service Restoration and Cservak2 Shut-Off/Rate) have been finally decided by the Commission's Judge Conrad Johnson and should not be dismissed, but rather assigned to another Administrative Judge due to Judge Johnson's extreme prejudice against the Complainant in Formal Complaints Cservak1 Service Restoration and Cservak2 Shut-Off/Rate.
3. Complainant is timely filing his Response to Respondent's Preliminary Objections and will likewise respond to the Respondent's Answer and New Matter in a timely fashion.

Legal Standard

4. Admitted.
5. Admitted.
6. Admitted.
7. The Commission has initial jurisdiction over "matters involving the reasonableness, adequacy or sufficiency of a public utility's service, facilities or rates." Under § 315(c) "Adequacy of services and facilities – In any proceeding upon the motion of the commission, involving the service or facilities of any public utility, the burden of proof to show that the service and facilities involved are adequate, efficient, safe, and reasonable shall be upon the public utility."

The Formal Complaint Cservak3 Billing Errors contains matters involving the reasonableness, adequacy or sufficiency of a public utility's service, facilities and rates, the Commission having jurisdiction over such matters.

Additionally, § 315(d) "Justification of accounting entries – The burden of proof to justify every accounting entry questioned by the commission shall be upon the public utility making, authorizing, or requiring such entry, and the commission may suspend any charge or credit pending submission of such proof by such public utility."

The Formal Complaint Cservak3 Billing Errors identifies numerous billing errors made by Duquesne Light from October 2017 through March 4, 2020 in which Solar Credits were deleted from the House and Barn accounts and kilowatt-hours (kwh) were added to the Complainant's accounts fraudulently, leading to the termination of his services on March 4, 2020. The burden of proof to justify every accounting entry made in the complaint is on the Company, Duquesne Light.

8. Admitted

Complainant's Allegations

9. Admitted

10. Admitted

11. The 2020 Formal Complaint (Cservak1) filed on March 4, 2020, alleged that Duquesne Light had overbilled his billing accounts by charging the incorrect rate; that the Company changed the meters at least 6 times leading to the deletion of solar credits each time; and that the Company created "estimated" meter readings that added kilowatt-hours "kwh" to the Billing Statement; and for that the Complainant's service was terminated on the very day the Formal Complaint was filed, at the outset of the pandemic, for a period of 8 months while the Complainant endeavored to have his service restored.

Prior to the termination of his services on March 4, 2020, the Complainant filed Informal Complaints PUC BCS #3691697 and PUC BCS #3691576 with the Pa Public Utility Commission with no response made by the Company to answer the complaint. No response was ever made by the PUC case workers despite repeated attempts, until December 24, 2019 when the claim was denied and the Complainant was told to "pay the bill". A timely notice of intent to appeal was filed by the Complainant and the Formal Complaint (Cservak1 Service Restoration) was filed on March 4, 2020 the day his services were terminated for non-payment of his bills. That forced the retired veteran to live on a gasoline generator at the outset of the Covid Pandemic while the PUC allowed Duquesne Light to delay restoration of service over non-existent Permits, Inspections and Approvals for a period of 8 months. The burden of proof is upon Duquesne Light to demonstrate that their service and facilities involved are adequate, efficient, safe, and reasonable.

March, April, May and June were wasted as the Complainant was forced to “negotiate” and then “mediate” the situation with the Company to have his service RESTORED. Also during that time frame, the Complainant’s dozens of pieces of evidence were systematically deleted from the E-File system and the Complainant was instructed to forward his evidence directly to Judge Johnson’s clerk which was done, however none of the dozens of pieces of evidence was available to Judge Johnson at the Hearing, an obvious error of the court. Despite pleas from the Complainant at the Hearing to reconvene the Hearing when the evidence was available, Judge Johnson chose to proceed with the Hearing without having the Complainant’s evidence the transcript clearly demonstrates.

At the telephone only Hearing by Judge Johnson, held July 9, 2020. not one piece of Cservak’s evidence was available to the Judge or the Court. Judge Johnson in his Initial Decision, issued March 2, 2021, convicted Cservak of wrongdoing for having the house and barn wired to one meter as it is today. The Judge’s “dirty hands” verdict in the Initial Decision demonstrates the Judge’s misunderstanding of the situation, his extreme prejudice against the Complainant and reflects the suppression of the evidence submitted by the Complainant.

Since the Court afforded the Complainant no assistance in having his service restored, the Complainant was forced to spend July through October 2020 feeding a gasoline generator and pleading with the Company to turn his power back on. When service was finally restored to the House and Barn on One meter/account, the Company changed the rate from Residential to Commercial, providing grounds for filing the second Formal Complaint 2022 (Cservak2 Shut-Off/Rate) when the Company threatened to terminate service again over the same fraudulent charges that remained on the bill since March 2020.

12. By Opinion and Order entered June 16, 2022 in Docket No. F-2020-3019005, Gladys Brown Dutrieuille, Chairman, not only reiterates Judge Johnson’s Initial Decision that Cservak had “dirty hands”; she writes: “The Complainant’s (Cservak) mere layman’s assertion of his TED device’ recording accuracy...” which is defamatory to this Professional Engineer and Cservak looks to the new Hearing to correct Ms. Brown Dutrieuille’ Order and have her derogatory statements stricken from the record.
13. Complainant filed a Petition for Review of the Commissions Opinion and Order denying Complainant’s exceptions and dismissing Complainants 2020 Formal Complaint with the Commonwealth Court on July 15, 2022, which petition remains pending with the

Commonwealth Court. The Complainant desires Ms. Brown Dutrieuille's Order and derogatory statements stricken from the record.

14. In October of 2022, The Complainant filed the second Formal Complaint Cservak2 Shut-Off/Rate against Duquesne Light when DLCo made \$3,735.80 of "Disputed Charges" due and payable and a 10-DAY SHUT-OFF NOTICE notice was issued which was docketed at Docket No. C-2022-3036252 and is attached to the Respondent's Preliminary Objections as **Exhibit 2**.

15. The 2022 Formal Complaint (Cservak2 Shut-Off/rate) alleged that the Company sent him a 10-Day Shut-Off Notice when Duquesne Light made \$3,735.80 of "Disputed Charges", remaining on the account prior to March 2020, due and payable and a 10-DAY SHUT-OFF NOTICE was issued to the Complainant. Cservak also alleged that he was being billed at the Commercial rate/account rather than the Residential rate that Judge Johnson verified/confirmed at the first Hearing¹.

Cservak2 also alleged that Duquesne Light changed his rate/account from Residential to Commercial in October 2020. In addition, the Complainant submitted Billing Statements and billing data for the period October 2017 through March 2020 showing that the Company charged the Complainant the wrong rate and fraudulently added charges to the Complainant's accounts prior to March 2020. On July 10, 2023 Cservak received his Billing Statement for Act #7796 that carried a "Previous Account Balance" calling them "Disputed Charges" of \$3,822.12 that remain on the Complainant's account today.

16. On December 2, 2022 Duquesne Light filed a Motion for Partial Judgment on the Pleadings in connection with the 2022 Formal Complaint (Cservak2 Shut-Off/Rate), asserting that the allegations in the 2020 formal Complaint (Cservak1 Service Restoration) relating to Duquesne Light's charges to Cservak prior to April 5, 2021 must be dismissed because they were already litigated and resolved in Cservak1 Service Restoration.

Response: The allegations were neither litigated nor resolved in Cservak1 Service Restoration prompting the Complainant to file a Petition for Review of the Commissions Opinion and Order with the Commonwealth Court on July 15, 2022, which petition remains pending with the Commonwealth Court.

The Company's fraudulent charges to Cservak prior to April 5, 2021 were never addressed and not resolved in Cservak1 Service Restoration since the entire Hearing dealt with restoring the Complainant's electrical service. Additionally, at the July 2020 Hearing¹, none of the Complainant's evidence was available to the Judge, leading to Judge Johnson's wrongful Initial Decision which prompted the Complainant to file a Petition for Review of the Commissions Opinion and Order with the Commonwealth Court on July 15, 2022, which petition remains pending with the Commonwealth Court.

17. A telephone only hearing was held on February 15, 2023 (Hearing²) by Judge Johnson responding to Formal Complaint 2022 Cservak2 Shut-Off/Rate where the Complainant's evidence was again suppressed and the Formal Complaint Cservak2 Shut-Off/Rate summarily dismissed.

It is significant to note that during the submission of Formal Complaint Cservak2 Shut-Off Rate, the Complainant, a pro se litigant was again blocked from the E-File System, forcing him to file all of his evidence directly to the Judge keeping it from appearing on the E-File system.

18. By his Initial Decision issued on July 5, 2023, Administrative Law Judge Conrad Johnson granted Duquesne Light's Motion for Partial Summary Judgment, and held that the 2022 Formal Complaint's Hearing (Cservak2 Shut-Off/Rate) will be limited to matters occurring after April 5, 2021. This maneuver is nothing but legal sleight of hand exhibited by the Duquesne Light and the Court to prevent the pro se Complainant from presenting his evidence and claim. See Respondent's **Exhibit 3**.

19. Admitted.

20. On July 24, 2023 Cservak filed Exceptions to Judge Johnson's Initial Decision in the Formal Complaint 2022 (Cservak2 Shut-off/Rate) docketed at Docket No. C-2022-3036252 and is attached to the Respondent's Preliminary Objections as **Exhibit 2**.

Also on July 24, 2023, the Complainant filed Formal Complaint 2023 (Cservak3 Billing Errors) docketed at Docket No. C-2023-3041897 which alleges a malicious prosecution by Duquesne Light Company over Cservak's solar panel installation. From October 2017 through March 2020, when his service was terminated for non-payment of his bill, Duquesne Light engaged in

fraudulent billing practices alleging that Duquesne Light had overbilled his accounts by charging the incorrect rate; that the Company changed the meters at least 6 times leading to the deletion of solar credits each time; and that the Company created “Estimated Meter Readings that added kwh to the billing statement; and for that the Complainant’s service was terminated on the very day the Formal Complaint Cservak1 Service Restoration, was filed, at the outset of the pandemic, for a period of 8 months while the Complainant endeavored to have his service restored.

21. Admitted

22. Admitted

23. Denied.

24. The 2023 Formal Complaint (Cservak3 Billing Errors) makes numerous allegations about actions taken by Duquesne Light that were not previously alleged nor considered by the Commission in Cservak1 Service Restoration or Cservak2 Shut-off/Rate. Relief requested in Cservak3 Billing Errors is (1) reimbursement of \$5,451.71 for Duquesne Light’s fraudulent over billings to the Complainant’s accounts occurring before March 4, 2020 the day his service was terminated and (2) removal of the “Disputed Charges” of \$3,822.12 that were fraudulently placed on Cservak’s Billing Statement prior to March 4, 2020 when service was terminated for non payment of his bill and remain on his bill today.

Preliminary Objections

25. Admitted

26. Admitted

27. Admitted

28. “The law is quite clear that lis pendens is a valid defense when the parties, the causes of action and the relief sought after are the same in both actions Procacina v. Susen, 301 Pa.Super. 392, 394, 447 A.2d 1023 ,1025 (1982) but here, the Complainant in Cservak1

Service Restoration, Cservak2 Shut-Off/Rate and Cservak3 Billing Errors all have different causes of action and all have different requested relief for their various time periods.

29. The purpose of lis pendens is to prevent a party from being forced to defend itself against the same claim twice. Penox Technologies Inc. v. Foster Medical Group 546 A.2d 114, 115 (Pa. Super. 1988) however here, the Complainant in Cservak1 Service Restoration, Cservak2 Shut-Off/Rate and Cservak3 Billing Errors all have different causes of action and all have different requested relief for their various time periods.

30. In the instant case, the identity of the issues, parties and relief is not the same in Cservak1 Service Restoration, Cservak2 Shut-Off/Rate or Cservak3 Billing Errors. The Complainant disputes the fact that Cservak1 Service Restoration and Cservak2 Shut-Off/Rate are “still pending” as Judge Johnson has rendered his decisions. In all three cases the Complainant has exhibited due diligence to show that the cases all have different causes of action and all have different requested relief for their various time periods. In addition, Judge Johnson continues to display extreme prejudice toward Cservak refusing to recognize him as an Expert in the field of Construction Management and Inspection as was requested at Hearing2. Judge Johnson should not be assigned Formal Complaint 2023 Cservak3 Billing Errors.

31. It is obvious to the casual observer that in all three cases the Complainant has exhibited due diligence to show that the cases all have different causes of action and all have different relief for their various time periods. In addition, Judge Johnson continues to display extreme prejudice toward Cservak refusing to recognize him as an Expert in the field of Construction Management and Inspection as was requested at Hearing 2. A new Judge should be assigned to eliminate the extreme bias exhibited by Judge Johnson and the Commission against the pro se Complainant. The Commission should be providing assistance to the Complainant rather than convict him of a fictitious crime.

32. The Respondent's allegation is denied, Cservak did not file a complaint in August 2019 as the Company alleges. The Commission's decisions in Cservak1 Service Restoration and Cservak2 Shut-Off/Rate are based on different causes of action and have different relief than does Cservak3 Billing Errors which was filed July 24, 2023, and docketed at Docket No. C-2023-3041897. Formal Complaint 2023 (Cservak3 Billing Errors) **must not** be dismissed.

33. The Respondent's allegation is denied that the Complainant is attempting to relitigate the same issues as the 2022 Complaint (Cservak2 Shut-Off/Rate). The 2022 Complaint (Cservak2 Shut-Off Rate) was based on different causes of action and have different relief than does Cservak3 Billing Errors which was filed July 24, 2023, and docketed at Docket No. C-2023-3041897. The Formal Complaint Cservak 3 **must not** be dismissed as the claims have different causes of action and the Complaint must be heard.

34. Not disputed, irrelevant.

35. For these reasons, the Complainant's 2023 Formal Complaint (Cservak3 Billing Errors) should **not** be dismissed pursuant to the doctrine of lis pendens.

36. The Complainant should not be precluded from filing any more Formal Complaints as the Company suggests as the Formal Complaints are based on different causes of action and have different relief for different time periods. The Complainant in Complaint 2020 Cservak1 Service Restoration, Complaint 2022 Cservak2 Shut-Off/Rate and Complaint 2023 Cservak3 Billing Errors all have different causes of action and all have different requested relief for their various time periods.

37. The Company states: "The repeated filing of Formal Complaints making the same allegations and seeking the same relief as already pending Formal Complaints is an abuse of process that squanders scarce resources and imposes unnecessary costs on Duquesne Light Company and the Commission." The Complainant has demonstrated beyond a reasonable doubt that Duquesne Light Company placed inaccurate and fraudulent charges on the Complainant's billing statements between October 2017 and March 4, 2020 which were neither claimed on Formal Complaint 2020 (Cservak1 Service Restoration) nor Formal Complaint 2022 (Cservak2 Shut-Off/Rate). The Company and Commission should be aware that the commission's Final Order for Formal Complaint 2022 (Cservak2 Shut-Off/Rate) will also be appealed at the appropriate time by the Complainant.

38. The Company states: The repeated filing of Formal Complaints to dispute the exact same charges is also an improper attempt to delay regulatory action to require payment of monthly bills for electric service..."

Response: The Company and Commission is reminded that the Complainant has been a Net Power producer since 2017 and is currently running a -\$350.00 account balance since the Company's tru-up in May 2023. It therefore stands to reason that it is the Company who is disputing the Complainant's claims in an attempt to delay regulatory action to require payment of bills for electric service provided by the Complainant supplier to the Company into their electrical distribution system. The Formal Complaint 2023 must **not** be dismissed.

39. The Company states: "Using the Commission's processes to avoid paying for utility service is an abuse of the Commission's administrative processes and will not be countenanced..."

Response: Agreed, therefore, the Commission must grant a Hearing³ for Complaint 2023 Cservak³ Billing Errors which alleges that from October 2017 Duquesne Light had overbilled his billing accounts by charging the incorrect rate; that the Company changed the meters at least six (6) times leading to the deletion of solar credits each time; and that the Company created "estimated" meter readings that added kilowatt-hours (kwh) to the Billing Statement; and for that the Complainant's service was terminated on the very day the Formal Complaint 2020 (Cservak¹ Service Restoration) was filed on March 4, 2020. The Company should be made to pay for the utility service that the Complainant "power supplier" provided to their electrical distribution system during that time period.

40. The Company states: "If found to be abusing the Commission's processes, a complainant may be barred from filing further complaints "in order to protect the interests of other rate payers..."

Response: The only abuse being done to the Commission's processes is being done by Duquesne Light Company through their fraudulent billing practices and their waging of "lawfare" on their customers and energy suppliers. This is only the beginning.

41. The Company states: "Complainants filing of duplicative formal complaints while previous complaints are still pending is an improper attempt to delay termination of utility services for failure to pay past due amounts and, together with the 2020 Formal Complaint (Cservak¹ Service Restoration) and the 2022 Formal Complaint (Cservak² Shut-Off/Rate) constitutes an abuse of process and in the interest of protecting other rate payers must not continue."

Response: The Company unequivocally states in this admission that it their intent is to terminate Cservak's electrical service again due to failure to pay past due amounts that currently appear on his bill which the Complainant identifies as fraudulent charges placed on his accounts from October 2017 through March 4, 2020 which are addressed in detail in Cservak3 Billing Errors which led to the first termination of the Complainant's services. Those fraudulent charges remain on the Complainant's account as detailed in Formal Complaint 2023 Cservak3 Billing Errors.

WHEREFORE, for all the reasons herein pro se Complainant Frank J. Cservak Jr. P.E. respectfully requests that your Honorable Commission deny the Respondent Duquesne Light Company's Preliminary Objections and grant the pro se Complainant a Hearing on the matters contained in his Formal Complaint 2023 Cservak3 Billing Errors containing which have not yet been before the Commission.

The Company also requests the Commission to "prohibit Complainant from filing any further Complaints against Duquesne Light Company with the Commission until his current balance owed to the Company is paid in full" is simply an admission that Duquesne Light placed those fraudulent charges on the Complainant's bills and they continue to intend to terminate Cservak's service until the fraudulent charges are paid. That's extortion.

Frank J. Cservak Jr. P.E., a pro se litigant requests that the Commission display proper professional courtesy and allow the Complainant to present his Formal Complaint 2023 Cservak3 Billing Errors to the Honorable Commission.

Respectfully submitted,



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