

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

CHRIS DAVIES

v.

**FIRSTENERGY PENNSYLVANIA
ELECTRIC COMPANY**

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Docket No. C-2025-3054881

**Answer to Preliminary Objections from Met-Ed
TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

I am replying to FirstEnergy Pennsylvania Electric Company who I know as and will refer to as "Met-Ed" in this document.

I. Introduction

1. Admitted.

2. Denied. I am indeed acting with my mom's authorization and I can provide whatever reasonable evidence is required to prove that. She can write the PUC an email, e-sign a document, talk on the phone, email pictures of identification documents, meet on zoom, etc. I am filing this on her behalf because she's a 74 year old woman with Parkinson's disease who's not good with technology and no longer has the mental resources to even navigate this hearing process. I also have a financial interest in this since I am her biological son who, as a devoted family member, inherits and shares in her burdens.

II. Background

3. Denied. I assume this is likely true but I don't personally have any evidence of this and given the inhuman brutality that they have treated a 25-year customer in good standing, I wonder if they don't have special court-mandated limitations on their permissions to operate in Pennsylvania.

4. Admitted.

5. Denied. I filed the complaint on 4/29/2025, not 05/01/2025.

6. Denied. I don't know when Met-Ed was officially served by the PUC e-filing system but if it was on 4/29 or 4/30 then their Answer and Preliminary Objections were indeed not timely filed. If that's the case then according to Pa. Code § 5.61(c), Met-Ed's Answer and Preliminary Objections "may be deemed default, and relevant facts stated in the pleadings may be deemed admitted."

III. Argument

7. Admitted.

A. Preliminary Objection due to Lack of Jurisdiction Pursuant to 52 Pa. Code § 5.101(a)(1).

8. Denied.

9. Denied. The law referenced makes no mention of "rules of administrative practice".

10. Admitted.

11. Denied. While the explicit and ultimate relief sought is indeed an award of monetary damages, I am also implicitly requesting that the PUC award that relief to whatever degree their current powers allow. If the PUC can only judge that this relief sought is indeed fair and justified, but is not able to enforce this judgement, that would still be an acceptable relief in the service of fulfilling the ultimate relief, as that judgement by the PUC could then be submitted as evidence to a higher court which does have the powers to enforce the ultimate relief.

12. Denied. I'm not familiar enough with the current powers of the PUC and any other legal precedents which may have occurred since this 1980 precedent to be able to admit or deny whether the PUC has grounds to claim the power to award money damages. For that reason I am erring on the side of denial and will defer to the PUC to appraise if this precedent from 1980 still applies or if anything has changed or been learned since then to justify a challenge.

13. Admitted. It is an accurate transcription of a quote from that case.

14. Denied. It is blatantly false that these damages are not legally recoverable. The PUC is not the entirety of the court system in Pennsylvania. While the PUC may determine that they do not have the power to directly award monetary damages, they unquestionably have the power to issue a verdict that monetary damages would be a fair and equitable relief for this complaint. Implied in my relief sought for monetary damages is the seeking of the PUC to provide, as far as their powers and abilities allow, any relief which can be used to help attain that relief of monetary damages in a higher court. More specifically, my implied relief sought is for the PUC to determine that the monetary damages would be fair and equitable relief for the damages that Met-Ed has caused due to an unreasonable, brutal, and inhuman shutoff policy for proven reliable customers.

A utility is not a voluntary luxury in our current way of life; customers are hostage to the temperaments of their utility company. There is not an equal power balance where a customer can simply hold their utility company accountable by moving their business elsewhere. There is no "elsewhere business" to choose from. These utility companies are monopolies of the localities they serve. Further, the damage a utility company can casually inflict upon their customers is incomparable to anything a customer can reciprocate. There is only one Sword of Damocles that hangs in this relationship and it's over the customers, not the utility companies. Met-Ed, by their own admission, claims they did not make any attempt to contact their 25-year proven reliable customer by phone, even once, to inform her that they would be shutting off her power in the dead of Winter and putting her building's plumbing at extreme risk. She was in the very early stages of recovery from a broken hip and was too mentally overwhelmed and physically unable to travel to the building to see the paper notice that was placed there for only 4 days by Met-Ed's own admission. Even if she hadn't been enduring an incapacitating recovery, there would be no reasonable guarantee that she would physically visit the building anyway in those 4 days to see it. This isn't the 1800s. We aren't limited to paper scrolls and

carrier pigeons. We've had ubiquitous and instantaneous telecommunications for the better part of a century now. For a utility company in 2025 to deliberately choose not to use these more efficient & direct modes of communication for such an important matter is a damning indictment of their motives. If this inhuman action was performed not by a large company like Met-Ed but instead by one's next-door neighbor, we would not hesitate to assume this neighbor was sadistic and suspect their true intent was to inflict maximal damage upon the world rather than protecting such a trivial sum.

A non-enforceable judgement by the PUC regarding the fairness of the explicit relief sought would further my ability to attain this monetary relief as it can be submitted as evidence to a higher court which does have the power to award monetary damages. The relief sought in this complaint is therefore not illegal and not "impertinent matter".

15. Denied. Met-Ed is completely ignoring the implied relief that's contained in the explicit relief sought in order to get this complaint unjustly stricken, thereby achieving nothing but causing delay and wasting the resources of both the complainant and the PUC. By all accounts of the stated purpose of this PUC court system I am initiating this case against Met-Ed in the proper venue. A higher court would expect me to exhaust this resource first since the PUC is designed to have an expertise in complaints against utility companies. It would be an abdication of the PUC's stated goal to "protect the public interest" not to apply their expertise to a good faith examination of the actual substance of this complaint which is clearly relevant to their domain, and to search for and honor any implied relief they can identify in this complaint and any other. Refer to p.14 for further details on the implied relief sought in this complaint.

B. Preliminary Objection Regarding Standing of a Party Pursuant to 52 Pa. Code § 5.101(a)(7).

16. Denied. I do not have access to Met-Ed's records for authorized contacts but I spoke with them multiple times on the phone regarding this case and was required to have my mom make me an authorized contact for at least one of them. Regardless, as I've said before I'll produce any reasonable evidence to prove I am indeed authorized by her and acting according to her wishes.

17. Denied. It's irrelevant due to p.16 but I can't confirm if this is true or false since the relevant law wasn't cited.

18. Denied. See p.16.

19. Denied. It may be true but I can't verify this because Met-Ed didn't quote the relevant parts of the cases they're supposedly citing. For the record though, I would qualify as having standing under these rulings anyway. I am my mom's biological son, a committed family member, and I therefore share and inherit her burdens.

20. Denied. Same reasons as p.19.

21. Denied. See p.16.