

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**VERNICE MORRIS**, Complainant

vs.

**PECO ENERGY COMPANY**, Respondent

**DOCKET NO. F-2025-3056083**

**ANSWER AND NEW MATTER TO RESPONDENT'S ANSWER AND NEW  
MATTER**

**WITH PRELIMINARY OBJECTION, CONDITIONAL APPEARANCE, AND  
DISMISSAL OF PRESUMPTIONS**

**I. CONDITIONAL APPEARANCE & DISMISSAL OF PRESUMPTIONS**

Complainant Vernice Morris appears here conditionally, without granting jurisdiction or waiving any rights, under necessity and without prejudice, reserving all rights under UCC § 1-308. All presumptions of:

- Agency jurisdiction by contract,
- Status as a consumer/debtor,
- Exclusive use of fiat legal tender,
- PECO's unilateral authority to define what constitutes legal tender,
- Lawfulness of tariff enforcement over private rights,
- That silence equals consent,

...are hereby rebutted, denied, and dismissed. Complainant proceeds by special appearance as Authorized Representative for all accounts in question, including the Walker and Hortter Street properties, and acts on behalf of private interest under a durable power of attorney.

**II. PRELIMINARY OBJECTION**

PECO's Answer fails to rebut the core commercial tender claim. Respondent never returned or protested the lawful Bill of Exchange (BOE) submitted in April 2025. PECO also fails to explain how it may lawfully disregard:

- UCC § 3-603 (tender discharges obligation)
- UCC § 1-201(b)(20) (money includes negotiable instruments)
- Complainant's power of attorney and fiduciary notice
- 15 U.S. Code § 1615 (obligation to accept lawful tender)

Furthermore, Respondent cites decisions that are not analogous to this case (see Section VI below) and misrepresents the outcome of the Bureau of Consumer Services (BCS) decision, which addressed only a service shutoff—not the underlying tender or commercial dispute.

### **III. SPECIFIC ANSWERS TO RESPONDENT'S PARAGRAPHS**

**1–3.** Admitted.

**4.** Denied in part. Respondent failed to rebut receipt and acceptance of the Bill of Exchange submitted by Complainant, which was delivered with supporting fiduciary documentation and performance in good faith, supported by Durable POA and agency delivery confirmation. PECO failed to provide a valid protest under UCC § 3-501, and Complainant acted in good faith under UCC § 1-304. PECO's actions resulted in financial harm and emotional duress due to forced repayment under protest.

**5–11.** No response required. However, Complainant objects to any implied denial of rights or factual mischaracterization.

### **IV. RESPONSE TO NEW MATTER**

**12.** Denied. The Commission has the power to adjudicate billing disputes and recognize tender where dishonor creates harm, especially when a lawful commercial instrument has been submitted.

**13.** Denied. The BOE submitted is not "self-styled" but issued with fiduciary support and delivery record. No case cited by Respondent involved similar circumstances or valid POA documentation.

### **V. NEW MATTER & AFFIRMATIVE DEFENSES**

1. Commercial Tender and Dishonor:  
PECO dishonored lawful tender under UCC § 3-603 and is in default by silence. Complainant issued a valid Bill of Exchange with fiduciary documentation and performance, and PECO failed to timely return, protest, or rebut as required by UCC § 3-501.
2. Tariffs do not equal (≠) Law:  
Tariffs are administrative policies, not supreme over the U.S. Constitution, the Pennsylvania Constitution, or the Uniform Commercial Code. Policy does not equal (≠) Law.
3. BOE Validity / Notarization Not Required:  
Complainant issued a lawful tender with supporting fiduciary documentation. Notarization is not a legal requirement for negotiable instruments under UCC § 3-104(a) when accompanied by performance and agency notice.
4. No Bilateral Contract Formed:  
Complainant never entered into a bilateral contract with Respondent. Utility service was initiated through necessity and presumed obligation, not informed consent. The lawful tender of a Bill of Exchange represents performance and discharge of obligation in equity.
5. Equity & Acquittance Doctrine:  
Tender and failure to rebut results in acquittance. See *Hanson v. DeKalb County*, 979 F.Supp. 1223 (N.D. Ga. 1997). Respondent has been unjustly enriched.
6. Duress and Injury:  
On May 1, 2025, Complainant was forced to make a payment at Walker Street under duress following a wrongful shutoff. Again, on July 28, 2025, Complainant was forced to pay \$112 for 48 E. Hortter under duress despite prior BOE. These payments are not a waiver.
7. Constructive Trust & Fiduciary Duty:  
PECO accepted fiduciary notices and BOE presentments but failed to return or rebut, thereby establishing a constructive trust relationship and causing unjust enrichment.
8. Commercial Discrimination & Double Standard:  
PECO, like all regulated utilities, participates in accounts receivable financing, securitization of receivables, and uses billing instruments (AR notes) that mirror

promissory notes. They accept third-party payments (e.g., LIHEAP, CAP, vouchers, grants, agency transfers) without physical cash. Rejecting the Complainant's BOE while accepting these is a double standard and a form of commercial discrimination.

9. **BCS vs. Billing Dispute Jurisdiction:**

The Bureau of Consumer Services' ruling pertained only to service termination under Chapter 56 procedures, not the validity of commercial tender. See 52 Pa. Code § 56.152 regarding the separation of billing and service shutoff disputes.

10. **Fee Schedule Reserved:**

Though not attached to the original BOE, Complainant now incorporates by reference a private fee schedule for all future dishonor, threats, and interference. A copy is presented herewith as **Exhibit A: Private Fee Schedule**, and may also be reissued upon request or used in any future commercial claim or lien.

## **VI. DISTINGUISHING RESPONDENT'S CASE LAW**

- **Stailey v. UGI:** Involves no POA or supported BOE.
- **Coppedge v. PECO:** Relates to unverified instruments without fiduciary agency and no fiduciary standing or performance.
- **In Re: Fachini:** Concerns a fraudulent trust account draft with no lawful authority, and a Fraudulent Treasury scheme, unrelated to a private commercial tender.

None of these involves commercial presentment with durable power of attorney, verified mailing, and affidavit support.

## **VII. Legal Support for Complainant's Position:**

### **UCC (Uniform Commercial Code):**

- UCC § 1-201(b)(20): "Money" includes negotiable instruments
- UCC § 3-104: Defines a Bill of Exchange as negotiable
- UCC § 3-603: Tender discharges obligation; dishonor results in acquittance
- UCC § 3-501: Failure to return or protest = dishonor by silence

- UCC § 1-308: Reservation of rights (protects from waiver under duress)
- UCC § 1-103: Equity and commercial remedy preserved

#### **Federal Law:**

- 15 U.S. Code § 1615: Lawful tender must be accepted unless otherwise stated in writing
- Restatement (Third) of Restitution § 38: Dishonoring tender may result in unjust enrichment

#### **Case Law:**

- *Hanson v. DeKalb County*, 979 F.Supp. 1223 (N.D. Ga. 1997): Dishonor leads to acquittance
- *Scaccia v. West Penn*, 55 Pa. P.U.C. 637 (1982): Only applies when no valid tender is made
- *Coppedge, Stailey, Fachini*: All factually distinguishable from this case

#### **Pennsylvania Statutory Law:**

- 13 Pa.C.S. § 3104 — Adoption of UCC § 3-104 in PA law
- 13 Pa.C.S. § 3501 — Matches UCC § 3-501 on presentment/dishonor
- 13 Pa.C.S. § 3603 — Matches UCC § 3-603: tender = discharge
- 52 Pa. Code §§ 56.1–56.231 — Utility billing/service rules do not override PA commercial code

### **VIII. DEMAND FOR REMEDY**

1. Recognition that prior lawful tender by Bill of Exchange, submitted on April 4 and again on April 25, 2025, for **Walker Street** and **Hortter Street**, discharged the

debt in commerce under UCC § 3-603 and UCC § 3-104.

2. Refund of \$244.50 duress payment made on May 1, 2025, for Walker Street.
3. Refund of \$112.00 duress payment made on July 28, 2025, for Hortter Street.
4. Recognition and ongoing acceptance of the BOE as monthly tender for both Walker and Hortter properties.
5. Prohibition on further shutoffs, billing harassment, or collection activity while the matter remains open and commercial performance is active.
6. Acceptance without prejudice of any future lawful tender of payment via Bill of Exchange for any other Complainant-owned properties, including but not limited to McFerran Street, upon submission of a valid commercial instrument, mailing notice, or fiduciary documentation.
7. Recognition of the Private Fee Schedule attached hereto as **Exhibit A**, enforceable upon any future dishonor, duress, or violation.
8. Affirmation that Respondent failed to rebut or return the commercial presentment and is now in default under UCC § 3-501 and the acquittance doctrine.

Respectfully submitted,

**/s/ VERNICE MORRIS**

Vernice Morris (by special appearance)

Authorized Representative / Secured Party / Beneficiary

All rights reserved without prejudice

UCC 1-308, 1-103, 1-305

# Fax Cover Sheet

**April 4, 2025**

**TO:** Philadelphia Electric Company PECO/ Exelon Company  
Attn: PECO Back office/ **CFO** David M. Velazquez or his successors  
2301 Market Street, N4-3  
Philadelphia, PA 19101  
**Fax:** [PECO\\_webmail@exeloncorp.com](mailto:PECO_webmail@exeloncorp.com)  
Phone: 1-800-494-4000

**From:** VERNICE MORRIS  
General Delivery %:  
7823 Walker Street  
Philadelphia, PA. 19136  
267-886-4688  
Vernydoo22@yahoo.com

**13 pages including Cover**

**Included:**  
**Power of Attorney**  
**Tender of Payment with Negotiable instrument**

## DURABLE POWER OF ATTORNEY

### I. PRINCIPAL AND AGENT

**Principal (Corporate Entity):** VERNICE MORRIS (all uppercase, representing the corporate entity)

**Agent (Living Person):** Vernice Morris (uppercase and lowercase, representing the authorized agent, the individual)

### II. EFFECTIVE DATE AND DURABILITY

This Durable Power of Attorney shall become effective immediately upon execution and shall not be affected by my subsequent disability or incapacity. It shall remain in effect until revoked by me in writing or upon my death.

### III. POWERS GRANTED TO THE AGENT

I, VERNICE MORRIS (the corporate entity), do hereby designate Vernice Morris (the individual, living person) as my true and lawful attorney-in-fact. As the agent, Vernice Morris shall have the authority to act on behalf of the corporate entity, VERNICE MORRIS, with respect to the following powers:

#### I. **General Powers Over Consumer Transactions:**

To apply for, manage, modify, close, or make payments on any and all consumer accounts, contracts, and obligations of VERNICE MORRIS (the corporate entity), including but not limited to:

- ❖ Credit card accounts, loans, and lines of credit with any financial institution, credit card company, lender, or other entities.
- ❖ Contracts for goods and services, leases, or any other consumer agreements, and the management, modification, renewal, or termination of these agreements.
- ❖ Negotiating, modifying, and settling any terms and conditions related to consumer transactions and obligations.

#### II. **Payment Methods:**

The agent is authorized to make payments on behalf of the Principal, VERNICE MORRIS (the corporate entity), using any lawful method of payment, including but not limited to:

- ❖ **Tendering Payments:** By delivering or making payment in money or other valuable consideration, including but not limited to cash, check, money order, or other lawful means of payment.
- ❖ **Performance of Obligations:** The Agent may make payments through the performance of goods or services as a means of satisfying any consumer obligation, as permitted by law.
- ❖ **Utilizing Security Interests:** The Agent is authorized to utilize any security interest held by the Principal, VERNICE MORRIS (the corporate entity), in accordance with the Uniform Commercial Code (UCC1) or other applicable laws, to discharge debts or obligations.
- ❖ **Bill of Exchange:** The Agent is authorized to use a Bill of Exchange (or similar instrument) as a method of payment for any debt or financial obligation.
- ❖ **Federal Reserve Act Compliance:** The Agent is authorized to act in accordance with the provisions of the Federal Reserve Act, including the use of Federal Reserve Notes, to discharge debts or make payments.

#### III. **Representation and Negotiation:**

The Agent is authorized to represent VERNICE MORRIS (the corporate entity) in all dealings with third parties, including financial institutions, merchants, or government entities, with respect to any consumer transactions. This includes negotiating, signing, and modifying agreements, contracts, or arrangements related to the Principal's consumer financial obligations.

#### IV. **Clarification of Identity:**

The credit card companies, financial institutions, and other third parties may have erroneously assumed that the name "Vernice Morris" refers to the same person as the corporate entity **VERNICE MORRIS**. To clarify, Vernice Morris (the individual, written in both upper and lower case) is the authorized agent, and **VERNICE MORRIS**(the corporate entity, written in all uppercase) is the Principal. This Durable Power of

Attorney confirms the fiduciary role of the agent in managing all consumer transactions and financial obligations of the corporate entity.

V. **Termination and Revocation:**

This Durable Power of Attorney shall remain effective until I, as the corporate entity, provide a written revocation or until the death of the Principal entity. However, it may be terminated at any time by written notice delivered to the agent and the relevant third parties.

IV. **GENERAL PROVISIONS**

I. **Compensation:**

My agent shall act without compensation unless otherwise agreed in writing.

II. **Reliance:**

Any third party, including credit card companies, financial institutions, and vendors, may rely upon the authority granted in this Durable Power of Attorney until written notice of revocation is received.

III. **Governing Law:**

This Durable Power of Attorney is governed by the laws of the Commonwealth of Pennsylvania, including but not limited to the Uniform Commercial Code (UCC), and any applicable federal laws, including the Federal Reserve Act and regulations governing bills of exchange.

IV. **Severability:**

If any part of this Durable Power of Attorney is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

V. **SIGNATURES**

Principal's Signature (Corporate Entity): VERNICE MORRIS

VERNICE MORRIS (Corporate Entity)

Date: April 1, 2025

Agent's Signature (Individual):

Big: [Signature]; Vernice Agent



Vernice Morris (Living Person, Authorized Agent)

Date: 4/1/25

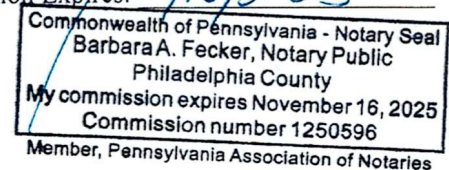
**Witnesses:**

The undersigned, being duly sworn, do hereby witness that the Principal has signed and executed this Durable Power of Attorney in our presence.

1. Witness Signature: [Signature]  
Name: Natasha Carter  
Date: 4/1/25
2. Witness Signature: [Signature]  
Name: Milagros Colon  
Date: 4-1-25

On this 1st day of April, 2025, before me, the undersigned Notary Public, personally appeared Vernice Morris (the individual, living person), known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [she/he] executed the same for the purposes therein contained.

Notary Public  
State of Pennsylvania, County of Philadelphia  
Notary Signature: [Signature]  
Notary Public  
Commission Expires: 11/16/2025



**From:** VERNICE MORRIS  
General Delivery %:  
7823 Walker Street  
Philadelphia, PA. 19136

**April 4, 2025**

**TO:** Philadelphia Electric Company PECO/ Exelon Company  
Attn: PECO Back office/ **CFO** David M. Velazquez or his successors  
2301 Market Street, N4-3  
Philadelphia, PA 19101

**Subject:** Remittance coupon as a Tender of payment according to the Bill of Exchange for Settlement and monthly payments  
**RE:** Account # **9592759000** at **7823 Walker Street**; payment of **\$244.50 (Two hundred forty four dollars and 50/100 )** tendered on demand

Dear: Philadelphia Electric Company PECO/ Exelon Company ,

I Morris, Vernice, an agent here on behalf of VERNICE MORRIS, principal. I hereby accept all titles, all rights, all interests, and guaranteed equity owed to Principal VERNICE MORRIS. I hereby instruct the CFO/ or law dept of PECO to apply the principle's balance to the principal's account #(**9592759000**) each and every billing cycle for set-off. Please apply this Tender of payment to the account within 5 business days after receipt of this notice. I also instruct the CFO/ billing complaint dept. or law dept. to communicate through writing if there are any discrepancies within 5 business days. If no communication is made within 5 business days after receipt of this notice, then I can assume that the aforesaid instructions have been completed. In accordance with the **Bills of Exchange Act 1909 (USA)**, the **Uniform Commercial Code (UCC)**, and **House Joint Resolution 192 of 1933**, I am tendering this BOE as **settlement** for the Past/ current balance due.

### **Legal Basis for Settlement**

This instrument is lawfully tendered under the following provisions:

- **Bills of Exchange Act 1909 (USA)** – Provides the legal framework for the use of negotiable instruments, including Bills of Exchange, as valid payment.
- **Bills of Exchange Act 1882 (UK)** – As the historical foundation of commercial law, it establishes the principles governing negotiable instruments.
- **UCC 1-308** – Reservation of rights under commercial law.
- **UCC 3-104** – Defines this document as a valid negotiable instrument.
- **UCC 3-603(b)** – States that an obligation is discharged upon proper tender, even if refused.
- **UCC 3-501 & 3-505** – A company that fails to return an instrument or formally protest it **legally accepts it** under commercial law.
- **UCC 10-104 & UCC 1-104** – Support public policy for the discharge of debts.

- **HJR 192 of 1933 & 31 U.S. Code § 5118** – Codify that since lawful money was removed from circulation, debts must be dischargeable by alternative means, including credit instruments.
- **TILA – 12 CFR 1026.13** – Requires a creditor to respond and properly correct billing disputes promptly in a timely manner.
- **15 U.S. Code § 1693o-1** – Protects against unfair billing practices and mandates clear dispute resolution methods.
- **15 U.S. Code § 1666(e)** – Protects consumers against retaliation for disputing billing, ensuring no penalties or adverse actions are taken against them.

### **Notice of Lawful Tender and Obligation to Process**

In accordance with the governing laws of negotiable instruments, you are hereby instructed to process this bill as a **Tender of Payment** and apply it as settlement for the prior balance of **\$244.50 (Two hundred forty four dollars and 50/100)**. Moving forward, this will continue to serve as payment on a monthly basis, with each new bill returned for remittance with a new current balance. Failure to comply with these lawful requirements will constitute a violation of federal and commercial laws, thereby exposing your company to legal consequences.

### **Response Requirement – 5-Day Compliance Period**

You are required to **respond within 5 days** from the date of receipt of this notice if there is any issue with processing this tender. If this tender is deemed insufficient, you must:

1. **Provide a detailed written explanation** specifying the deficiency.
2. **Return the original unaltered documents** along with your explanation.

**Failure to return the original bill or provide a written explanation within the allotted 5 days will constitute acknowledgment that you have accepted and monetized this instrument as lawful payment.**

### **Legal Implications of Non-Compliance**

Ignoring this notice does not exempt you from your obligation under the **Bills of Exchange Act 1909, the Uniform Commercial Code (UCC), and the Truth in Lending Act (TILA)**. Your failure to reject this settlement in the manner described will be deemed acceptance under **UCC 3-603(b), UCC 3-501, and Section 53 of the Bills of Exchange Act 1882**, thereby lawfully discharging the account.

Additionally, under **15 U.S. Code § 1666(e)**, you are **prohibited from retaliating** against me by imposing penalties, Shut off, altering my credit report, or taking any other adverse action for submitting this Bill of Exchange as payment.

Please confirm receipt and compliance with this directive in writing within 5 days of receipt. If you require additional information regarding the settlement process, I expect a timely response outlining the necessity.

Sincerely,

By: ; Vernice Agent -

**Morris; Vernice**

Authorized Agent for Principal (VERNICE MORRIS)

Beneficiary, Without Prejudice (*Without Recourse – UCC 1-308*)

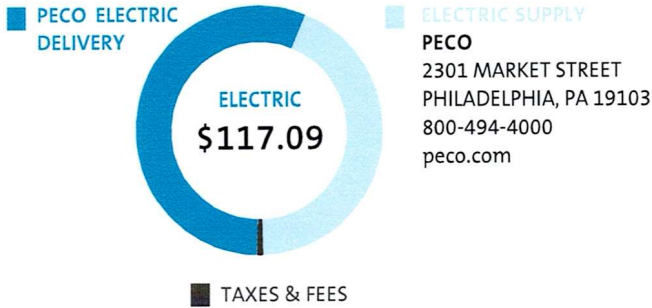
All Rights Reserved

Name: VERNICE MORRIS  
 Account Number: 9592759000  
 Phone Number: 267-886-4688  
 Service Address: 7823 Walker St, Philadelphia

**Emergency and Repair**

**!** 800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.



**Billing Summary**

Bill Date	03/11/2025
Charges/Credits from previous bill	\$125.53
Late Payment Charge	\$1.88
<b>Total Other Charges</b>	<b>\$127.41</b>

**Current Period Charges**

Electric	\$117.09
<b>Total New Charges</b>	<b>\$117.09</b>

**Total Amount Due on 04/02/2025 \$244.50**

**General Information**

Next scheduled meter reading: 04/14/2025

**800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 800-494-4000 antes de la fecha de vencimiento.

**peco.com/service**

Customer Self Service - Manage Your Account 24/7  
 Start, stop and move your service

Accepted FOR value  
 Exempt FROM LEVY  
 DEMAND FOR LAWFUL MONEY 12 U.S.C. 411  
 Deposit + O: U.S. Treasury  
 FOR CREDIT TO: PECO  
 CHARGE THE SAME TO: VERNICE MORRIS  
 EXEMPTION I.D.: 188626226

Pay on demand

x By: *[Signature]* Vernice Agent  
 Authorized Representative

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 800-494-4000

Pay to Bearer:

Return only this portion with your check made payable to PECO. Please write your account number on your check.

MONEY ORDER

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

AN EXELON COMPANY

2301 Market Street  
 Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

0013464 01 AV 0.54 \*\*AUTO T3 0 8750 19136-313523 -C02-B1-P13477-I12 4

VERNICE MORRIS  
 7823 WALKER ST  
 PHILADELPHIA, PA 19136-3135

Account # 9592759000

**877-432-9384**

Pay by phone, a convenience fee will apply.

Please pay this amount by **04/02/2025** *pay on demand* **\$244.50**

Payment Amount \$ *\$244.50*

Two hundred forty four dollars and 50/100



PECO - PAYMENT PROCESSING  
 PO BOX 37629  
 PHILADELPHIA PA 19101-0629

959275900001001170950920244509

Accepted for Deposit

By: *[Signature]* Vernice Agent  
 Authorized Representative

BILL CRAWFORD FOR APPROVAL  
C. Big. UNDEB, Vanner, Agent.  
Authorized Representative  
UCC 3-301  
UCC 3-306

**From:** VERNICE MORRIS  
General Delivery %:  
7823 Walker Street  
Philadelphia, PA. 19136

**April 4, 2025**

**TO:** Philadelphia Electric Company PECO/ Exelon Company  
Attn: PECO Back office/ **CFO** David M. Velazquez or his successors  
2301 Market Street, N4-3  
Philadelphia, PA 19101

**Subject:** Remittance coupon as a Tender of payment according to the Bill of Exchange for Settlement and monthly payments

RE: Account # **4149950118** at **48 E. Hortter Street**; payment of **\$73.48 (Seventy three dollars and 48/100 )** tendered on demand

Dear: Philadelphia Electric Company PECO/ Exelon Company ,

I Morris, Vernice, an agent here on behalf of VERNICE MORRIS, principal. I hereby accept all titles, all rights, all interests, and guaranteed equity owed to Principal VERNICE MORRIS. I hereby instruct the CFO/ or law dept of PECO to apply the principle's balance to the principal's account #**(4149950118)** each and every billing cycle for set-off. Please apply this Tender of payment to the account within 5 business days after receipt of this notice. I also instruct the CFO/ billing complaint dept. or law dept. to communicate through writing if there are any discrepancies within 5 business days. If no communication is made within 5 business days after receipt of this notice, then I can assume that the aforesaid instructions have been completed. In accordance with the **Bills of Exchange Act 1909 (USA)**, the **Uniform Commercial Code (UCC)**, and **House Joint Resolution 192 of 1933**, I am tendering this BOE as **settlement** for the Past/ current balance due.

#### **Legal Basis for Settlement**

This instrument is lawfully tendered under the following provisions:

- **Bills of Exchange Act 1909 (USA)** – Provides the legal framework for the use of negotiable instruments, including Bills of Exchange, as valid payment.
- **Bills of Exchange Act 1882 (UK)** – As the historical foundation of commercial law, it establishes the principles governing negotiable instruments.
- **UCC 1-308** – Reservation of rights under commercial law.
- **UCC 3-104** – Defines this document as a valid negotiable instrument.
- **UCC 3-603(b)** – States that an obligation is discharged upon proper tender, even if refused.
- **UCC 3-501 & 3-505** – A company that fails to return an instrument or formally protest it **legally accepts it** under commercial law.

- **UCC 10-104 & UCC 1-104** – Support public policy for the discharge of debts.
- **HJR 192 of 1933 & 31 U.S. Code § 5118** – Codify that since lawful money was removed from circulation, debts must be dischargeable by alternative means, including credit instruments.
- **TILA – 12 CFR 1026.13** – Requires a creditor to respond and properly correct billing disputes promptly in a timely manner.
- **15 U.S. Code § 1693o-1** – Protects against unfair billing practices and mandates clear dispute resolution methods.
- **15 U.S. Code § 1666(e)** – Protects consumers against retaliation for disputing billing, ensuring no penalties or adverse actions are taken against them.

### **Notice of Lawful Tender and Obligation to Process**

In accordance with the governing laws of negotiable instruments, you are hereby instructed to process this bill as a **Tender of Payment** and apply it as settlement for the prior balance of **\$73.48 (Seventy three dollars and 48/100)**. Moving forward, this will continue to serve as payment on a monthly basis, with each new bill returned for remittance with a new current balance. Failure to comply with these lawful requirements will constitute a violation of federal and commercial laws, thereby exposing your company to legal consequences.

### **Response Requirement – 5-Day Compliance Period**

You are required to **respond within 5 days** from the date of receipt of this notice if there is any issue with processing this tender. If this tender is deemed insufficient, you must:

3. **Provide a detailed written explanation** specifying the deficiency.
4. **Return the original unaltered documents** along with your explanation.

**Failure to return the original bill or provide a written explanation within the allotted 5 days will constitute acknowledgment that you have accepted and monetized this instrument as lawful payment.**


### **Legal Implications of Non-Compliance**

Ignoring this notice does not exempt you from your obligation under the **Bills of Exchange Act 1909, the Uniform Commercial Code (UCC), and the Truth in Lending Act (TILA)**. Your failure to reject this settlement in the manner described will be deemed acceptance under **UCC 3-603(b), UCC 3-501, and Section 53 of the Bills of Exchange Act 1882**, thereby lawfully discharging the account.

Additionally, under **15 U.S. Code § 1666(e)**, you are **prohibited from retaliating** against me by imposing penalties, Shut off, altering my credit report, or taking any other adverse action for submitting this Bill of Exchange as payment.

Please confirm receipt and compliance with this directive in writing within 5 days of receipt. If you require additional information regarding the settlement process, I expect a timely response outlining the necessity.

Sincerely,

By: : Vernice Agent

**Morris; Vernice**

Authorized Agent for Principal (VERNICE MORRIS)

Beneficiary, Without Prejudice (*Without Recourse – UCC 1-308*)

All Rights Reserved

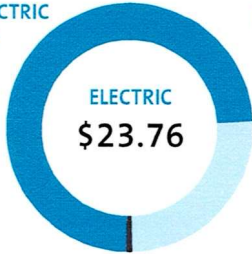
Name: VERNICE MORRIS  
 Account Number: 4149950118  
 Phone Number: 267-886-4688  
 Service Address: 48 E Hortter St, Philadelphia

**Emergency and Repair**

**!** 800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

**PECO ELECTRIC DELIVERY**



TAXES & FEES

**ELECTRIC SUPPLY**

PECO  
 2301 MARKET STREET  
 PHILADELPHIA, PA 19103  
 800-494-4000  
 peco.com

**Billing Summary**

Bill Date	03/25/2025
Charges/Credits from previous bill	\$49.00
Late Payment Charge	\$0.72
<b>Total Other Charges</b>	<b>\$49.72</b>

**Current Period Charges**

Electric	\$23.76
<b>Total New Charges</b>	<b>\$23.76</b>

**Total Amount Due on 04/16/2025 \$73.48**

**General Information**

Next scheduled meter reading: 04/28/2025

**800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 800-494-4000 antes de la fecha de vencimiento.

**peco.com/service**

Customer Self Service - Manage Your Account 24/7  
 Start, stop and move your service

ACCEPTED FOR VALUE  
 EXEMPT FROM LEVY  
 DEMAND FOR LAWFUL MONEY 12 U.S.C. 411  
 DEPOSIT TO: U.S. TREASURY  
 FOR CREDIT TO: PECO  
 I charge the same TO: VERNICE MORRIS  
 EXEMPTION I.D.: 188626220

By: Vernice Agent  
 Authorized Representative

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 800-494-4000

Pay to Bearer: Return only this portion with your check made payable to PECO. Please write your account number on your check.

**peco**  
 AN EXELON COMPANY

2301 Market Street  
 Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

0015043 01 AB 0.59 \*\*AUTO T1 0 8760 19136-313523 -C02-B1-P15058-I12 4



VERNICE MORRIS  
 7823 WALKER ST  
 PHILADELPHIA, PA 19136-3135

MONEY ORDER

Enroll in Automatic Payment. Complete form on reverse side.

Pledge a donation to MEAF. Complete form on reverse side.

Account # 4149950118

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by  
 04/16/2025

\$73.48

Payment Amount \$

\$73.48

Seventy three dollars — 48/100



PECO - PAYMENT PROCESSING  
 PO BOX 37629  
 PHILADELPHIA PA 19101-0629




414995011801000237651060073486

Accepted for Deposit

By: Vernice Agent  
 Authorized Representative

BILL CREDIT FOR APPROVAL

X  - Venable Agent -  
Authorize Representative ucc 3-301  
ucc 3-304

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

PHILADELPHIA PA 19101

0140 15

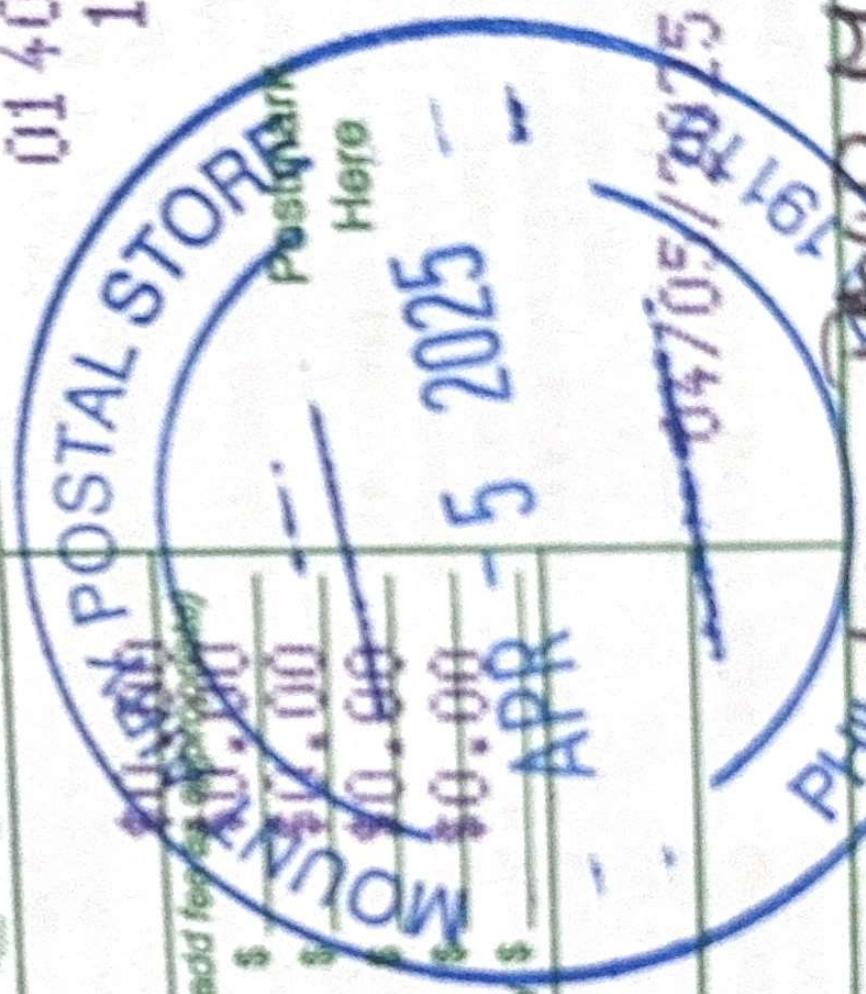
Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee)

- Return Receipt (hardcopy)
- Return Receipt (electronic)
- Certified Mail Restricted Delivery
- Adult Signature Required
- Adult Signature Restricted Delivery

Postage \$2.31

Total Postage and Fees \$7.16



Sent To: PHILADELPHIA PA 19101  
 2301 MARKET ST ; N4-3  
 Philadelphia, PA 19101

9589 0720 0225 0202 0080

## **Notice To Cure 2nd Request**

**VERNICE MORRIS**

General Delivery % 7823 Walker Street  
Philadelphia, Pennsylvania 19136

**April 25, 2025**

**Philadelphia Electric Company (PECO)/Exelon**

Attn: Lynn R. Zack, Assistant General Counsel  
2301 Market Street, S23-1  
Philadelphia, PA 19103

**Re: Account No. 9592759000 (7823 Walker Street)**

**Subject: Lawful Tender of Payment – Notice to Cure 2nd Request**

Dear Ms. Zack,

I, Morris, Vernice, acting as Authorized Agent for the Principal, VERNICE MORRIS, hereby issue this **2nd Notice and Opportunity to Cure**, following your recent correspondence dated 4/23/2025 rejecting my prior lawful tender of payment in the matter referenced above.

Please be advised that I have lawfully tendered payment for the outstanding balance of **\$338.65 (Three hundred thirty-eight dollars and 65/100)** through a Bill of Exchange, in accordance with commercial law, the Uniform Commercial Code (UCC), and the right of set-off recognized under public policy.

As Agent, I hereby **claim, accept, and assert all rights, titles, interests, and guaranteed equity** owed to Principal VERNICE MORRIS. I further **instruct PECO**, its agents, and assigns to apply the tendered payment of **\$338.65 (Three hundred thirty-eight dollars and 65/100)** to **Account No. 9592759000** on demand and as a **recurring payment**, to satisfy any and all obligations due on each billing cycle through proper set-off; and to cease and desist from issuing any further termination threats regarding service at 7823 Walker Street.

### **Specific Demand for Cure:**

You are hereby formally instructed to:

1. **Apply the tendered payment** to the account within five (5) business days of receipt of this Notice.
2. **Provide written confirmation** that payment has been properly credited and that no termination actions will proceed.
3. **Remove all pending shut-off notices** related to this account or associated Social Security Number.
4. **Honor lawful tender** consistent with obligations under commercial law and public policy.

### **Clarification Regarding Cited Case Law:**

I respectfully note your reference to **James Coppedge v. PECO (Docket No. F-2014-2406180)**. Upon review, it is clear that the Coppedge matter involved unique factual circumstances and does not conclusively prohibit the acceptance of all lawful tender instruments under applicable law.

Moreover, tariffs approved by the Pennsylvania Public Utility Commission (PUC) **cannot and do not supersede federal law, commercial law, and my protected rights** to settle obligations by valid negotiable instruments. Your reliance on internal policy, without citation to explicit statutory authority granting PECO the right to reject lawful tender, is insufficient to extinguish or impair my rights.

The **Bills of Exchange Act**, the **UCC**, and corresponding legal principles support the use of bills of exchange for the settlement of obligations when tendered in good faith. Nothing in the public tariffs lawfully authorizes PECO to nullify these federally protected methods of lawful payment.

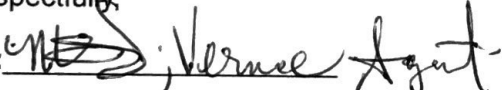
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### Reservation of Rights:

Failure to cure and correct your prior refusal within the time stated will constitute **tacit acquiescence, dishonor, and default judgment** in favor of the Principal. I will reserve all rights to seek administrative, regulatory, and judicial remedies as necessary, including formal complaint filing with the Pennsylvania Public Utility Commission and the pursuit of damages for bad faith refusal, wrongful threat of service termination, and unlawful impairment of contract rights.

This Notice is sent in the spirit of good faith and in the lawful pursuit of amicable resolution. Please govern yourself accordingly.

Respectfully,

By:  Vernice Agent

**Morris; Vernice**

Authorized Agent for Principal (VERNICE MORRIS)

Beneficiary, Without Prejudice (*Without Recourse – UCC 1-308*)

All Rights Reserved

## Notice To Cure 2nd Request

From: VERNICE MORRIS  
General Delivery %:  
7823 Walker Street  
Philadelphia, PA. 19136

April 25, 2025

TO: Philadelphia Electric Company PECO/ Exelon Company  
Attn: PECO Back office/ CFO David M. Velazquez or his successors / Legal Department  
2301 Market Street, N4-3 S23-1  
Philadelphia, PA 19101

RE: Account # 4149950118 at 48 E. Hortter Street; payment of \$94.58 (Ninety-Four dollars and 58/100) tendered on demand

### Subject: Tender of Payment – Notice to Cure 2nd Request

Dear PECO Back office/ CFO David M. Velazquez or his successors, or Legal Department,

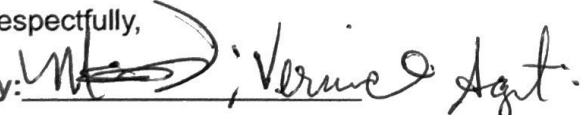
I, Morris, Vernice, acting as Agent on behalf of the Principal, VERNICE MORRIS, hereby present this **2nd Notice- Tender of Payment**, and instruct that the attached documents, including updated **Power of Attorney**, be reviewed and honored without delay. As Agent, I hereby claim and accept all titles, all rights, all interests, and guaranteed equity owed to Principal VERNICE MORRIS. In accordance with lawful tender and settlement, I now formally instruct the CFO or successor that the balance of **\$94.58 (Ninety-Four dollars and 58/100)** be applied to **account # 4149950118**, on demand and as a **recurring payment**, to satisfy any and all obligations due on each billing cycle through proper set-off.

This Tender of Payment satisfies all current and future obligations tied to this account, including any derivatives associated with the SSN on file. You are hereby instructed to:

**Apply this payment within 3–5 business days of receipt of this Notice. Remove all shut-off notices on each account** that are in connection with or in relation to this account or SSN. **Acknowledge in writing**, within 3-5 business days, that these actions have been completed and provide confirmation of account status and payment application.

Failure to respond within the prescribed timeframe will constitute **tacit acquiescence** and **default judgment** in favor of the Principal. This letter and all attachments serve as legal notice of our continued efforts to resolve this matter in good faith.

Respectfully,

By:  Vernice Agent.

**Morris; Vernice**

Authorized Agent for Principal (VERNICE MORRIS)  
Beneficiary, Without Prejudice (*Without Recourse – UCC 1-308*)  
All Rights Reserved



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Philadelphia, PA 19102

U.S. POSTS

APR 27 2025

Certified Mail Fee \$4.85

- Extra Services & Fees (check box, add fees as appropriate)
- Return Receipt (hardcopy) \$0.00
- Return Receipt (electronic) \$0.00
- Certified Mail Restricted Delivery \$0.00
- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postmark Here

Postage

\$1.77

\$

Total Postage and Fees

\$6.62

\$

Sent To

PECO/EXELON / ATTN: Lynn R. Zack

Street and Apt. No., or PO Box No.

2301 Market St. S23-1

City, State, ZIP+4®

Phila., PA 19103

55 8026 5002 0225 0720 6856



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
BUREAU OF CONSUMER SERVICES  
400 NORTH STREET, HARRISBURG, PA 17120

5/14/2025

**BCS No:** 4060284

Vernice Morris  
7823 Walker St  
Philadelphia PA 19136

Dear Vernice Morris,

The Public Utility Commission has completed its investigation into your informal complaint. Our decision is attached. We sent a copy of this decision information to your utility company. You and the company must both follow this decision. Both parties may appeal this decision. If no one appeals, the decision will become final 20 days after the date of this letter.

If you do not agree with this decision you can appeal it by filing a formal complaint. Complete and return the attached Notification of Intent to Appeal within 20 days of the date on the form. The Commission will mail you formal complaint forms. When you complete and return the formal complaint forms, your appeal begins. The Commission will assign your complaint to the Office of Administrative Law Judge. They will contact you about your formal complaint.

You do not need a lawyer to file an appeal.

You must make all of the payments required by this decision. If you do not make these payments the utility company has the right to shut off your utility service.

Do not mail your payments to the Public Utility Commission. Mail your payments directly to your company.

If you have any questions, please call 1-800-692-7380.

Sincerely,

Jonathan Millinder  
Utility Complaints Investigator

**INFORMAL COMPLAINT DECISION  
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Vernice Morris  
7823 Walker St  
Philadelphia PA 19136

**Date:** 5/14/2025

V.

**BCS:** 4060284

PECO Energy

**Acct. No:** 9592759000

---

**DECISION ON INFORMAL COMPLAINT BY THE PUBLIC UTILITY COMMISSION (PUC):**

The Bureau of Consumer Services investigates and issues final determinations on all informal consumer complaints. (66 Pa. C.S. § 308(d)(1), 66 Pa. C.S. § 308.1(a), and 52 Pa. Code § 56.166)

**STATEMENT OF COMPLAINT:**

We received your informal complaint on 5/2/2025. In the complaint you stated that your PECO Energy (the Company) service was terminated on 5/1/2025. You asked for help to restore your service. You confirmed that you did not want a PUC payment arrangement. You indicated that the Company violated code when they terminated your service. You added that you made a payment on 4/4/2025 via a bill of exchange tender that was rejected. We contacted the Company in an effort to resolve your complaint.

**INVESTIGATION BY STAFF OF THE PUBLIC UTILITY COMMISSION FOUND THAT:**

1. Vernice Morris (the Customer) provided documentation that showed a remittance coupon as a tender of payment according to the Bill of Exchange for settlement was sent to the Company on 4/4/2025 as payment for their account.
2. Company records show that a 10 day residential termination notice was rendered to the Customer on 4/16/2025 in the delinquent amount of \$244.50 with a termination date of on or after 4/30/2025.
3. According to 52 Pa. § 56.91(a): Prior to terminating service for grounds authorized by § 56.81 (relating to authorized termination of service), a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. In the event of a user without contract as defined in § 56.2 (relating to definitions), the public utility shall comply with § § 56.93—56.97 but need not provide notice 10 days prior to termination.
4. Company records show a letter was mailed to the Customer on 4/23/2025 that advised the Customer of acceptable payments. It was explained in the letter that only legal tender is accepted as payment including cash, certified checks, money orders, and valid bank checks. It was further explained that credits will not be applied to the Customer's account for any non-negotiable documents, consent of surety, sight drafts, acceptance for value, UCC Certified Tender of Payments, or other UCC documents.

5. The Company report stated that on 4/24/2025 at 9:15 AM and on 4/25/2025 at 5:03 PM the Company attempted personal contact with the Customer with the phone number provided by the Customer in accordance with 56.93. Messages were left on the Customer's answering machine.
6. In accordance with 52 Pa. § 56.93(a)(1): Phone contact shall be deemed complete upon attempted calls on 2 separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, with the various times of the day being daytime before 5 p.m. and evening after 5 p.m. and at least 2 hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence.
7. The Company report stated on 5/1/2025, after proper notice was provided, the Company terminated the electric service at 7823 Walker St, Philadelphia, PA 19136 for nonpayment.
8. In accordance with Pa. Regulation § 56.81. regarding authorized termination of service. A public utility may notify a customer and terminate service provided to a customer after notice as provided in §§ 56.91—56.100 (relating to notice procedures prior to termination) for any of the following actions by the customer: (1) Nonpayment of an undisputed delinquent account. (4) Failure to comply with the material terms of a payment arrangement.
9. The Company reported that on 5/1/2025 the Customer contacted the Company to make a payment to restore the service. A payment of \$244.50 was processed. A request was issued to restore the service.
10. The Company reported that the Customer's service was restored on 5/1/2025 after the payment was made in legal tender.
11. The Company reported a total account balance of \$95.51. This balance does not include any payments made or bills rendered on or after 5/2/2025.
12. Per our conversation on the account balance, complaint, and Company position were reviewed. You confirmed your service was restored on 5/1/2025. You further confirmed that you received a letter from the Company that outlined acceptable payments. You stated that the Company refused to accept your bill of exchange as payment and disconnected the service which violated laws and statutes.

**BASED ON THESE FINDINGS, WE CONCLUDE THAT:**

1. The Customer was properly notified of the pending termination in accordance with 52 Pa. § 56.91(a) and 52 Pa. § 56.93(a)(1).
2. The Company properly terminated the Customer's service in accordance with Pa. Regulation § 56.81.
3. The Customer's service was restored on 5/1/2025 after acceptable payment was made.

**THEREFORE, IT IS DECIDED THAT:**

This informal complaint is dismissed.

If you are having trouble paying your utility bills, you may be able to get help. Call your utility and ask if you are eligible for a new payment arrangement or if you qualify for any assistance programs, contact the Low-Income Home Energy Assistance Program (LIHEAP) to determine whether you are eligible for a grant toward your energy bill (1 866 857 7095 or <https://www.compass.state.pa.us>), and check out PA's 211 to find out if other help is available for you (<https://www.pa211.org/> or call 211).

If you have questions concerning this information, please call me at 717-214-1825 (my direct number), or toll free at 1-800-692-7380, and provide your Case # 4060284.

You can also find PUC formal complaint forms online at [www.puc.pa.gov](http://www.puc.pa.gov).

Sincerely,

Jonathan Millinder  
Utility Complaints Investigator

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Notification of Intent to Appeal BCS Decision  
and  
**Request for Formal Complaint Forms**

**Send this ONLY if you want to appeal this informal decision.**

If you intend to appeal this decision, you must return this form to the Secretary of the Commission by 6/3/2025. **(You MUST meet this filing deadline).**

This form is NOT your Formal Complaint form. The formal complaint form will be sent to you when the Secretary's Office receives this document. (This form is your *intent* to appeal).

- Your appeal begins when your signed and dated formal complaint form is received by the Secretary, who will then serve your formal complaint on the utility. (Please know the utility may also appeal the BCS decision).
- The utility must file an Answer to your complaint and they must send you a copy. The Complaint and Answer is then sent to the Office of Administrative Law Judge to schedule a hearing and assign a Judge to your case.
- The Judge will then send you directions to follow as your complaint proceeds through the process.
- *You do not need a lawyer to file an appeal or a formal complaint.*
- **You must attend the hearing** and offer evidence to prove your complaint has merit. *Hearings may be held in person or by telephone.*

Even if you appeal the informal decision, **you must continue to pay current bills and undisputed charges from your utility.** Failure to pay your current bill and undisputed charges could result in the termination of your utility service.

**Yes, I want to appeal this decision.**

Customer name and address:  
(Please correct any mistakes)

Vernice Morris  
7823 Walker St  
Philadelphia PA 19136

\_\_\_\_\_  
(Area Code) Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Cell Phone Number)

Permission to Text: Yes: \_\_\_\_ No: \_\_\_\_

BCS: 4060284  
Company: PECO Energy

Date of Mailing: 5/14/2025  
Filing Due Date: 6/3/2025**(You MUST meet this deadline).**

Send this completed appeal form one of three ways:

**1. Mail by overnight delivery to (deposit date preserves your filing date):**

Secretary - Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
400 North Street  
Harrisburg, PA 17120

**(Note: if you send by regular mail, you risk not meeting the filing deadline).**

**2. Email to: [RA-PCAppeals@pa.gov](mailto:RA-PCAppeals@pa.gov)**

**3. Fax to: 717-265-8273**

Notification of Intent to Appeal BCS Decision  
and  
**Request for Formal Complaint Forms**

**Send this ONLY if you want to appeal this informal decision.**

If you intend to appeal this decision, you must return this form to the Secretary of the Commission by 6/3/2025. (You MUST meet this filing deadline).

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- *You do not need a lawyer to file an appeal or a formal complaint.*
- **You must attend the hearing and offer evidence to prove your complaint has merit.** Hearings may be held in person or by telephone.

Even if you appeal the informal decision, **you must continue to pay current bills and undisputed charges from your utility.** Failure to pay your current bill and undisputed charges could result in the termination of your utility service.

**Yes, I want to appeal this decision.**

Customer name and address:  
(Please correct any mistakes)

Vernice Morris  
7823 Walker St  
Philadelphia PA 19136

\_\_\_\_\_  
(Area Code) Telephone Number

(267) 886-4688

\_\_\_\_\_  
(Cell Phone Number)

\_\_\_\_\_  
Signature

Permission to Text: Yes:  No:

BCS: 4060284  
Company: PECO Energy

Date of Mailing: 5/14/2025  
Filing Due Date: 6/3/2025(You MUST meet this deadline).

Send this completed appeal form one of three ways:

1. **Mail by overnight delivery to (deposit date preserves your filing date):**  
Secretary - Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
400 North Street  
Harrisburg, PA 17120  
(Note: if you send by regular mail, you risk not meeting the filing deadline).
2. **Email to:** [RA-PCAppeals@pa.gov](mailto:RA-PCAppeals@pa.gov)
3. **Fax to:** 717-265-8273

**To:** Secretary of the Commission

**From:** Vernice Morris

**Subject:** Notification of Intent to Appeal BCS Decision – PECO Complaint

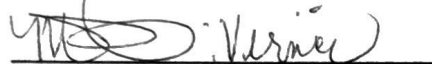
I am submitting this form to confirm my intent to appeal the informal complaint decision issued in favor of PECO. I dispute the basis of the BCS conclusion, particularly the failure to acknowledge or address my lawful tender of payment submitted via Bill of Exchange under commercial law, as well as the retaliatory disconnection of my service during a pending dispute.

Please forward the formal complaint packet to the address listed below.

Respectfully,

**Vernice Morris**

[General Delivery % 7823 Walker Street, Philadelphia, PA 19136]

  
5/27/25



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET  
HARRISBURG, PENNSYLVANIA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

May 28, 2025

BCS Case #4060284

VERNICE MORRIS  
7823 WALKER ST  
PHILADELPHIA PA 19136

Dear Sir/Madam:

We have received your request to appeal the decision of the Bureau of Consumer Services. Please find attached a formal complaint form for you to complete. Please read the instructions carefully and answer all the questions on the form. If deficient, your complaint may be rejected or delayed. You are required to provide all contact information – mailing address, all telephone numbers where you can be reached, and an email address.

When completed, sign and date the form. You **MUST** file your formal complaint by one of these ways: 1) emailing your formal complaint to [RA-PCAppeals@pa.gov](mailto:RA-PCAppeals@pa.gov) OR 2) fax to 717-787-6641 OR 3) mail the form by overnight delivery.

If filing by mail, please use this address to send by overnight delivery, certified or priority mail, and retain the tracking information as proof of submission:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street, Commonwealth Keystone Building, 2nd floor  
Harrisburg, PA 17120

The form must be received by the Secretary on or before: **JUNE 27, 2025**

While you wait for the Commission to reach a decision on your complaint, you must pay all undisputed bills (ones that are not a part of your complaint). If you pay all undisputed bills and return this formal complaint form to us on time, the company is not permitted to terminate your service.

Commission Procedures for Formal Complaints

We will send a copy of this letter to the company, so they know you are appealing. Once you file your formal complaint, we will serve the complaint on the company.

The company will then have twenty (20) days from the date they are served to file an answer to your complaint with my office. The company must send you a copy of their answer.

The complaint and answer are then assigned to the Office of Administrative Law Judge. The Judge will schedule a hearing and send you a notice setting a hearing date. You are responsible to save all information that comes from the Judge.

Meanwhile, you and the company may try to resolve your complaint before the hearing.

It can take three to six months until a hearing is scheduled after you file the formal complaint.

Sincerely,

Matthew L. Homsher, Secretary

MH: acg

CC: PECO ENERGY



## 2. NAME OF UTILITY OR COMPANY (RESPONDENT)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO Energy / Exelon Company

## 3. TYPE OF UTILITY SERVICE

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Storm Water   |
| <input type="checkbox"/> Gas                 | <input type="checkbox"/> Steam Heat  |
| <input type="checkbox"/> Water               | <input type="checkbox"/> Motor Carrier (taxi, moving company, limo)          |
| <input type="checkbox"/> Wastewater/Sewer    | <input type="checkbox"/> Telephone/Telecommunications (local, long distance) |

**Note:** The PUC does not regulate high-speed internet service, cell phones or cable TV.

## 4. REASON FOR COMPLAINT

**What kind of problem are you having with the utility or company?**

Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). If you need additional space, use the space provided on Page 9. Please indicate the number of the question that you are answering."

PECO Energy rejected my lawful tender of payment submitted as a Bill of Exchange with supporting Power of Attorney on April 3rd, 16th, and again on April 27th for two active accounts. I sent a follow-up Notice to Cure and a 3rd Notice of Default. PECO responded via legal counsel on April 23, but failed to cite lawful grounds for dishonor. Despite the active dispute, PECO shut off my electricity at 7823 Walker Street on May 1, 2025, causing financial and emotional harm. I was forced to pay \$266.75 under protest to restore service. PECO failed to honor the dispute process or lawful commercial tender under applicable law.

## 5. REQUESTED RELIEF

### How do you want your complaint to be resolved?

Explain what you want the PUC to order the utility or company to do. If you need additional space, use the space provided on Page 9. Please indicate the number of the question that you are answering.

Apply my BOE as lawful payment  
Order PECO to refund the \$266.75 I was forced to pay under protest  
Order PECO to stop retaliation or threats of shutoff  
Acknowledge my Power of Attorney  
Investigate PECO's disconnection policies  
Any other relief deemed appropriate to ensure PECO is held accountable for violating my rights and bypassing the law

**Note:** The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

## 6. PROTECTION FROM ABUSE (PFA)/DOMESTIC VIOLENCE

Has a court granted you a PFA order or any other order which provides clear evidence of domestic violence against you that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

**Has a court granted a PFA order or any other order for your personal safety or welfare?**

Yes If your answer is "yes," attach a copy of the current PFA order to this Formal Complaint form. *Due to the confidential nature of the PFA, you cannot eFile your Formal Complaint. You will need to print out this form and mail it to the Secretary of the Commission.*

No

**Note:** You **MUST** answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

## 7. PRIOR UTILITY CONTACT

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

Yes

No

**Note:** If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

Yes

No

**Note:** You **MUST** contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water or wastewater utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why. If you need additional space, use the space provided on Page 9. Please indicate the number of the question that you are answering."

**Note:** Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

## 8. TWO OPTIONS TO FILE YOUR FORMAL COMPLAINT — CHOOSE ONE

### OPTION 1

#### Electronically by eFile

One option is to create an account on the PUC's eFiling system, or, use your existing eFiling account. **This is the quickest and easiest way to receive, file and submit documents.**

**eFiling** permits consumers, utilities and attorneys to file certain documents electronically with the PUC without filing paper copies, serve documents electronically on other parties if they agree to such service, and to receive electronic service of documents from the PUC.

You agree to open and use an eFiling account - free of charge through the PUC's website. By selecting this method, you will electronically receive documents.

Visit <https://efiling.puc.pa.gov/> to learn more and create an eFiling account.

You will automatically receive eService with your eFiling account.

### OPTION 2

#### Mail

Mail the completed form with your original signature and any attachments to this address and retain the tracking information as proof of submission:

**Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120**

**If you select the option to mail your formal complaint, you are required to select the method by which you would like the PUC to communicate with you. You must choose one of the three options on the next page for ways you would like to receive documents.**

## 9. THREE OPTIONS TO RECEIVE DOCUMENTS — CHOOSE ONE

It is **REQUIRED** to select **ONE** of the following options for receiving all hearing notices, orders and related documents from the PUC:

### OPTION 1

**eFILING:** This is the **quickest and easiest way to receive all documents**. You agree to open and use an eFiling account - free of charge through the PUC's website. By selecting this method you will electronically receive documents. To create an eFiling account, visit <https://efiling.puc.pa.gov/>.

You will automatically receive eService with your eFiling account.

### OPTION 2

**FIRST CLASS MAIL:** You agree to receive all documents by First Class Mail (using the address you provided on Page 1).

Check the box and initial here \_\_\_\_\_ if you are selecting **FIRST CLASS MAIL** service.

### OPTION 3

**EMAIL:** You agree to receive all documents by email (using the email address you provided on page 1). Keep in mind, you will only be able to **receive documents** by email from the PUC. You will not be able to email documents to the Commission.

To **file documents**, you must submit them through an eFiling account or mail them. To create an eFiling account, visit <https://efiling.puc.pa.gov/>.

Check the box and initial here <sup>VM</sup>\_\_\_\_\_ if you are selecting **EMAIL** service.

**Please Note:** It is important to select **ONE** of the three options above.

**IF AN OPTION IS NOT SELECTED, THIS MAY DELAY THE PROCESSING OF YOUR COMPLAINT.**

## 10. LEGAL REPRESENTATION

If you are filing a **Formal Complaint** as an individual on your own behalf, you are **NOT** required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer **in this matter**, provide your lawyer's contact information, which is required. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_  
Street/P.O. Box \_\_\_\_\_ Apt# \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Area Code/Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

**Note:** Corporations, associations, partnerships, limited liability companies and political subdivisions are **required** to have a lawyer represent them at a hearing **and** to file any motions, answers, briefs or other legal pleadings.

## 11. VERIFICATION AND SIGNATURE

**You must sign and date your complaint.** If you eFile your complaint, you must print or type your name in the box provided below. Date the form. The PUC's eFiling system will accept an electronic signature. The eFiling system **will not accept** a complaint form without a signature and date.

**Verification:**

I VERNICE MORRIS \_\_\_\_\_, *hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).*

/s/ Vernice Morris

\_\_\_\_\_  
(Signature of Complainant)

06/25/2025

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
**Title of authorized employee or officer** (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

**Note:** If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

## APPEALING A BCS DECISION?

If you are appealing a BCS decision: follow the directions in the cover letter you received from the PUC Secretary's Bureau with the formal complaint form. **ONLY** formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be eFiled or mailed.**

## QUESTIONS?

If you have any questions about filling out this form, please contact the **Secretary's Bureau at 717-772-7777.**

## REMINDERS

- Save and keep a copy of your Formal Complaint for your records.
- You may add any additional information, such as copies of bills, as one (1) separate attachment to your complaint.
- To protect your personal information, please know that your complaint form and the utility's answer will not be published to the PUC's website.
- Check the Consumer Complaints Procedures Guide for checklists and tips to help you successfully follow the complaint-filing process.  
(<https://www.puc.pa.gov/media/1492/consumer-complaints-procedures-guide-2021.pdf>)
- Once your complaint case moves to the PUC's Office of Administrative Law Judge, any filings you make should be marked **confidential** if you do not want them published to the website.

## ADDITIONAL SPACE (IF NEEDED)

BOE tendered April 5, 2025

Power of Attorney

April 5 Letter (1st Notice)

April 27 Letter (2nd Notice to Cure)

PECO Attorney Lynn Zack's response (April 23)

Certified Mail Receipts

Shutoff notice or service disconnection confirmation

Payment confirmation (\$266.75 paid May 1, under protest)

Copy of PUC decision dated May 14, 2025



April 23, 2025

Vernice Morris  
7823 Walker Street  
Philadelphia, PA 19136

RE: PECO Energy Account No. 9592759000  
Service to 7823 Walker St, Philadelphia, PA, 19136

Dear Sir or Madam:

I am an attorney for PECO Energy Company ("PECO") and represent the company in credit and collection matters. I am in receipt of your documents concerning service to 7823 Walker Street, Philadelphia. PECO accepts only cash, certified checks, money orders, and valid bank checks in payment of utility accounts. PECO will not apply as credit to your account any non-negotiable documents, consent of surety, sight drafts, Acceptance for Value, UCC Certified Tender of Payments, or other UCC documents.

Please be further advised that PECO Energy Company is a Pennsylvania utility governed by the laws of the Commonwealth and PECO's tariffs, as approved by the Pennsylvania Public Utility Commission (the "PUC"). The PUC determined that these documents are not an acceptable form of payment for your utility bill in the case James Coppedge v. PECO, Docket No. F-2014-2406180 (Order entered Jul. 29, 2014).

Failure to pay your utility bill using an acceptable form of payment may result in termination of your service.

Sincerely,

*Lynn R. Zack*

Lynn R. Zack  
Assistant General Counsel

## **EXHIBIT A – PRIVATE FEE SCHEDULE**

**Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.**

This Private Fee Schedule is hereby incorporated by reference into the presentment of lawful commercial tender submitted to PECO Energy Company. Fees apply for any continued dishonor, failure to rebut, interference, or violation of rights after notice.

<b>Violation or Breach</b>	<b>Fee (USD)</b>
Dishonor of Lawful Tender (BOE, fiduciary instrument)	\$10,000 per occurrence
Failure to Rebut Affidavit/Presentment (10 days)	\$5,000 per failure
Shutoff after Tender or During Dispute	\$50,000 flat penalty
Coercion or Duress to Pay After Tender	\$25,000 per instance
Continued Billing After Tender	\$2,500 per invoice
Failure to return a commercial instrument	\$7,500 per instrument
Emotional or Financial Harm due to Unlawful Acts	\$5,000 per verified incident

All fees are cumulative and non-negotiable. Additional damages may be pursued under UCC, equity, and commercial maxims. Complainant reserves the right to issue a commercial lien upon final default or dishonor.

**Respectfully submitted,**

**/s/ Vernice Morris**

Vernice Morris Authorized Representative / Secured Party / Beneficiary

All rights reserved without prejudice

UCC 1-308, 1-103, 1-305

 **Thank you for your payment!**

*Your payment will typically be reflected in your account balance within 30 minutes.*

**IMPORTANT:** If your service has been shut off due to non-payment and this payment covers your past due balance and reconnect fees, your service will typically be restored within 4-72 hours. All breakers must be in the off position prior to reconnect.

For Gas Service Restoration: If your natural gas service has been interrupted, a restoration appointment must be scheduled. Please call **1-888-480-1533** to schedule your appointment.

**PAYMENT DETAILS**

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Confirmation Number	4416734534
Payment Amount	\$112.00
Payment Date	07/28/2025
Payment Method	Bank account ending in 3589

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**Note:** Payments made after 8pm EST will be applied to your account on the next business day, possibly resulting in late charges.

View this payment, past payments, or make another payment by signing into your online account.

<https://www.peco.com/myaccount>

*You'll receive confirmation of this scheduled payment to the email associated with your My Account.*


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 **Easily manage your bills online**

Enroll in paperless billing and get convenient email reminders when your bill is ready.

<https://www.peco.com/eBill>

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 **Simplify payments and avoid late fees**

Save time by setting up automatic on-time payments from your bank account.

<https://www.peco.com/my-account/my-dashboard/payment-options/automatic-payment>