

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CLARK O'DONNELL
Complainant**

v.

**FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY
d/b/a WEST PENN POWER,
Respondent**

RESPONSIVE WRITTEN TESTIMONY OF CLARK O'DONNELL

Docket No. F-2025-3054625

Submitted August 11, 2025

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Clark O'Donnell, Complainant

v.

FirstEnergy Pennsylvania Electric Company (West Penn Power), Respondent

Docket No. F-2025-3054625

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Verified Written Testimony and Exhibits upon the following individuals in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

Margaret A. Morris, Esquire
Reger Rizzo & Darnall LLP
Cira Centre, 13th Floor 2929 Arch Street Philadelphia, PA 19104
Email: mmorris@regerlaw.com

Tori L. Giesler
FirstEnergy Service Company
2800 Pottsville Pike Reading, PA 19605
Email: PARegulatoryComplaints@firstenergycorp.com

Service was made via electronic mail on the date listed below.

Respectfully submitted,

Clark O'Donnell
865 Little Deer Creek Valley Road Russellton, PA 15076
odonnellclark.j@gmail.com
/s/ Clark O'Donnell

Clark O'Donnell

Date: August 11, 2025

COMPLAINANT’S RESPONSIVE WRITTEN TESTIMONY

(Submitted pursuant to the Interim Order of The Honorable Mary D. Long)

I. Introduction and Scope

My name is Clark O’Donnell. I reside at, and am the sole occupant of, 865 Little Deer Creek Valley Road, Russellton, Pennsylvania. The deed shows that I am the co-owner of the property. FirstEnergy is aware that Jean O’Donnell resides at a different service address (867 Little Deer Creek Valley Road) and does not benefit from the electric service at 865.

This responsive written testimony responds point-by-point to FirstEnergy’s written testimony: Charles Howlett (FE PA Statement No. 1, with Exhibits CH-1 through CH-7) and Rachel N. Sukhu (FE PA Statement No. 2, with Exhibits RS-1 through RS-4). It incorporates my Verified Written Direct Testimony and Exhibits (A–I) and addresses subsequent developments, including the termination of my service on July 24, 2025, while this formal complaint has been pending.

II. Material Facts Not in Dispute

FirstEnergy has acknowledged in substance that I am not legally responsible for legacy balances in Jean O’Donnell’s name and has repeatedly told both me and the Commission that I am not being held liable for those sums.

For years, however, FirstEnergy refused to establish service in my name unless Jean’s legacy balance (including amounts transferred from other premises) was first paid. Only after I filed a complaint with the Commission did the Company change position,

stating for the first time that I could open a new account, while imposing identity-verification and security-deposit conditions (RS-1/RS-2; see also the CH-6 email chronology).

The identity-verification denial and deposit demand arose recently during this case. Before that, the barrier was the Company's insistence that no account could be opened in my name until someone else's balance was paid.

III. Procedural Posture and Orders

The procedural history of this case is critical. An Initial Telephonic Hearing Notice was issued on June 2, 2025. However, that hearing was formally cancelled. The Honorable Mary D. Long entered a new Interim Order which now governs these proceedings. This Interim Order established the current procedure of written testimony. Therefore, the original hearing notice is moot, and any reliance by the Respondent on language from that cancelled notice is improper and misplaced.

FirstEnergy's actions reveal a contradictory and self-serving definition of "the customer." They have treated me as the customer when it is convenient, yet they justified terminating my service based on an alleged debt belonging to a third party, Jean O'Donnell. This approach created an impossible situation that was designed to fail.

The Company improperly used a now-void Prehearing Order to imply that payments on the disputed account needed to continue. However, the person they hold responsible for that debt, Ms. O'Donnell, is not a party to this case and could not have known about the judge's order. It is a fundamental contradiction to shut off my power

because a non-party failed to comply with an order she was never given, for a service I was the one using. This demonstrates that the company opportunistically shifts the identity of the "customer" to whatever suits their immediate goal of profit or termination.

IV. Point-by-Point Response to Mr. Howlett (FE PA Statement No. 1)

A. Tariff Definitions; Rules 1–2 (CH-1)

Tariff definitions and Rules 1–2 must be applied consistent with 66 Pa.C.S. § 1501’s requirement of reasonable and adequate service. A practice that permits termination at an occupied residence because a non-occupant “customer of record” does not pay — where the occupant is disabled, has long sought to regularize service in his own name, and has been blocked by the Company’s own policies — is unreasonable and discriminatory in effect.

B. Customer Contacts; Informal BCS Record; BCS Decision (CH-2/CH-3/CH-4)

The CH-6 chronology shows my years of written efforts to resolve the account and obtain assistance without phone calls, and the Company’s repeated “phone-required” responses. It also documents the Company’s acknowledgment that the legacy balance is not mine.

BCS Decision No. 4037898 was limited. It did not (and could not) adjudicate ADA obligations or the broader unreasonable-practice issues now presented, and it predated the July 24, 2025 shutoff. It followed years during which FirstEnergy refused to open service for me unless someone else’s debt was paid.

C. “10-Day Notice” and Prehearing Language (CH-7)

Mr. Howlett points to generic “pay current usage” language to justify a June 9, 2025 10-Day Notice. That language does not authorize termination of electricity to an occupied residence where (i) the occupant is not the named customer, (ii) a formal complaint is pending, and (iii) the occupant has been actively seeking accessible, lawful pathways to establish service in his own name. The Company’s position collapses the distinction between the named “customer of record” (Jean) and the actual occupant and beneficiary (me). On one hand, it says I am not liable for Jean’s balance; on the other, it relies on that balance to cut power at my home. That is the precise no-win structure at issue.

D. Refund Authority

The Company characterizes my payments on Jean’s account as “voluntary.” They were not. They were made under the persistent threat of termination at my home. I respectfully seek Commission-ordered refunds of amounts extracted from me toward someone else’s legacy debt where the Company’s practices were unreasonable under § 1501 and contrary to Commission rules limiting when a utility may condition new service on another person’s balance (see § 56.36).

E. Chapter 56 Sections

Section 56.36 (outstanding residential balance) is implicated. For years, FirstEnergy effectively conditioned service in my name on paying another person’s balance, including debt transferred from other premises where I neither lived nor

benefited — the very scenario § 56.36 is designed to prevent absent narrow circumstances.

Section 56.32(e) (no deposit for confirmed CAP-eligible applicants) also applies. While the utility may require confirmation, it cannot restrict “confirmation” to an inaccessible, phone-centric process or outsource accessibility to a third-party vendor without providing an equally effective written alternative.

Sections 56.91–56.92 (termination notices) do not reduce disability obligations to printing a contact number. They specify content and timing; they do not exhaust the utility’s broader duty under § 1501 to provide reasonable, adequate, and accessible service, nor do they supplant federal ADA responsibilities.

V. Point-by-Point Response to Ms. Sukhu (FE PA Statement No. 2)

A. Denial; Identity; Deposit (RS-1/RS-2)

The identity-verification denial and deposit requirement were raised only after I filed with the Commission — replacing the prior years-long insistence that service could not be opened in my name until Jean’s balance was paid. I am willing to verify identity through accessible means. The law requires the utility to engage in an interactive process and provide an accessible path to complete verification rather than defaulting to live telephone.

I have continuously possessed valid government-issued photo identification and offered to provide it throughout this process. I now submit a copy of my Pennsylvania driver's license as Exhibit L to demonstrate that the barrier was not

lack of documentation, but lack of access. Had FirstEnergy provided a simple written method (email or upload portal) to submit identity documents, this issue could have been resolved at any time. The insistence on a phone-centric process effectively excluded me from service despite my good faith and preparedness.

B. “Dictating Terms” vs. the ADA Interactive Process

Ms. Sukhu frames my request to conduct account setup and management in writing as “dictating terms.” That misstates the law. The ADA requires an interactive process to identify a reasonable accommodation: “To determine the appropriate reasonable accommodation it may be necessary for the covered entity to initiate an informal, interactive process with the individual with a disability in need of the accommodation.” 29 C.F.R. § 1630.2(o)(3). I repeatedly asked FirstEnergy to engage. Neither witness contacted me to explore accessible options and my emails to FirstEnergy regarding accommodations were denied or went unanswered.

C. Deposit-Waiver “Confirmation” via Dollar Energy Fund (RS-4)

The Company directs me to Dollar Energy Fund (DEF) to “confirm” eligibility for a deposit waiver. A utility cannot outsource accessibility. If DEF’s intake is phone-centric, insisting I use it without an equally effective written option is not an ADA-compliant accommodation. My MAWD participation and premium demonstrate low income and medical vulnerability and, at minimum, required the utility to work with me in writing to complete any income confirmation.

D. “Phone Is Necessary”

Ms. Sukhu asserts some transactions (e.g., certain payment arrangements) require phone calls. The Company provides no evidence why written communication is inadequate. Its own records (CH-6) show complex account matters conducted extensively and effectively by email. The refusal to proceed in writing is a policy preference, not an operational necessity.

E. Ownership/Occupancy; “Concurrent Service” and the Final Bill

FirstEnergy references a public record to suggest I am not the owner of 865. The deed shows I am a legal co-owner of 865/867 Little Deer Creek Valley Road, along with Jean and Jacob O'Donnell. I reside at 865, and Jean and Jacob reside at 867. FirstEnergy is and has long been aware that I am the sole occupant of 865, while Jean O'Donnell lives at the entirely separate address of 867. This contradicts any suggestion that I should be held financially responsible for usage at Jean's address or vice versa. As a legal co-owner and sole occupant, I have both property rights and possessory interest in the utility service at 865. FirstEnergy cannot deny me customer status while simultaneously threatening my property with disconnection based on a non-resident's debt. Exhibit J contains a copy of the recorded deed confirming that I am a named grantee and legal co-owner of the property.

For years FirstEnergy refused to open service for me absent payment of Jean's legacy balances — contradicting its present position that I am “not responsible.”

Additionally, Ms. Sukhu's testimony contains the following admission:

“Once the Customer's Account is finalized, a final bill will be issued. If the Customer does not satisfy the final bill, the Company is authorized to transfer the

Customer's outstanding balance for the finalized Account to the existing active concurrent account.”

This statement reveals the very practice I am contesting: FirstEnergy's policy of transferring debt across accounts, regardless of who incurred the charges or at which address the electricity was consumed. That is the core issue of this case.

To now claim that it would be appropriate to transfer the balance for 865 to Jean O'Donnell's account at 867 is a clear admission that the Company engages in unjust billing practices—attempting to collect a debt from someone who neither resided at the service location nor consumed the utility service.

Such a policy is not only unreasonable and unjust, it is in direct violation of 52 Pa. Code § 56.1, which requires that customers be treated fairly and equitably. It also underscores the danger of FirstEnergy's refusal to properly recognize who resides at each address and who is responsible for each account, a refusal which has caused years of billing confusion and denied me access to necessary financial and legal resources.

VI. Pattern of Failing to Engage; Counsel's Conduct

The record shows a pattern: rather than engage me in a good-faith, written interactive process, FirstEnergy refused accommodations or routed me to phone-only channels. Neither Mr. Howlett nor Ms. Sukhu contacted me to discuss accommodations.

Earlier in this proceeding, Company counsel contacted my licensed therapist without my knowledge or consent, using a confidential accommodation letter as a pretext, and asked invasive, irrelevant questions into my medical history, including gender

dysphoria. I was not contacted first. This forced outing is harmful; in the current climate, outing a transgender person in legal proceedings is dangerous. It had no legitimate bearing on providing the written-format accommodation that the Commission ultimately approved. This conduct may violate Pennsylvania Rules of Professional Conduct 4.4 (respect for rights of third persons) and raises serious ethical concerns about using confidential medical information to undermine disability accommodations.

VII. Disability Context and Chilling Effect

I have documented disabilities including anxiety and depression; gender dysphoria is noted by my clinician. My clinician verified that I require written communication (email) as a reasonable accommodation. Years of refusal, the insistence on phone-centric processes, and the July 24 shutoff have aggravated my symptoms and created a chilling effect: persistent fear that asserting my rights will result in loss of power.

Requiring me to rely on others to make phone calls is not an accommodation. It denies me independent, safe access to essential utility service. The ADA requires a genuine interactive process and workable written alternatives — not a telephone number on a notice.

VIII. Weather and Safety Context

The termination of my electricity on July 24, 2025, occurred during a period of 90-degree heat, exposing me to significant health risks. Furthermore, this action effectively denied my ability to participate in these legal proceedings by severing my

access to power for communication. Utility practices must account for the reality that terminating service not only creates physical danger but can also functionally deny a party their right to be heard.

IX. Requested Relief

Consistent with my direct testimony, I respectfully request that the Commission:

1. Order FirstEnergy to open service in my name at 865 Little Deer Creek Valley Road without requiring payment of any legacy balances in Jean O'Donnell's name.
2. Waive any security deposit (including on CAP-eligibility grounds) and prohibit the Company from conditioning my service on inaccessible, phone-only third-party processes; require an equally effective written path for identity and income confirmation.
3. Conduct all future account communications and transactions with me in writing via email as a reasonable ADA accommodation, including identity/income confirmation, payment arrangements, PAR resets, assistance enrollment, and dispute resolution.
4. Refund all payments I made under threat of disconnection toward balances not legally mine, including amounts paid on transferred legacy debt, with applicable interest, consistent with Commission authority.
5. Enroll me in PCAP (or equivalent low-income program) retroactively to the earliest date I would have been eligible but for the Company's refusal to open an account in my name, and apply all associated credits.

6. Prohibit termination of service at an occupied residence based on nonpayment by a non-occupant “customer of record,” absent a Commission order specific to that premise/occupant; require that termination decisions align with actual occupancy and benefit.

7. Require FirstEnergy to adopt and implement a written ADA compliance policy that: (i) commits to the interactive process described at 29 C.F.R. § 1630.2(o)(3); (ii) provides equally effective written (email) pathways for all account actions otherwise available by phone; and (iii) ensures any third-party vendor processes (e.g., DEF) are fully accessible in writing, with the utility responsible for accessibility where a vendor is not.

8. Grant any additional relief the Commission deems just and proper to remedy these violations and prevent recurrence.

CLARK O'DONNELL

:

:

v.

: Docket No. F-2025-3054625

:

FIRSTENERGY PENNSYLVANIA

ELECTRIC COMPANY

:

VERIFICATION

I, Clark O'Donnell, hereby state that the facts set forth in the foregoing responsive written testimony and accompanying exhibits are true and correct to the best of my knowledge, information and belief. 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/ Clark O'Donnell

Clark O'Donnell

865 Little Deer Creek Valley Road

Russellton, PA 15076

odonnellclark.j@gmail.com

Date: August 11, 2025

EXHIBIT J

Property Deed for 865 Little Deer Creek Valley Road, Russellton, PA

This exhibit contains photographic evidence of the property deed showing Clark O'Donnell, Jean O'Donnell, and Jacob O'Donnell as named grantees. This document supports Clark O'Donnell's assertion of legal ownership and residence at 865 Little Deer Creek Valley Road.

**JEAN ANN O'DONNELL,
EXECUTRIX
TO
JEAN ANN O'DONNELL,
JACOB O'DONNELL, AND
CLARK O'DONNELL**

DEED

PREPARED BY:

LILLIAN ORZECOWSKI
ATTORNEY AT LAW
PO BOX 77
SPRINGDALE PA 15144
724-715-7250

THIS DEED

MADE the 4th day of October, 2023,

BETWEEN

JEAN ANN O'DONNELL, EXECUTRIX OF THE ESTATE OF LOUISE A. ZELAZOWSKI, A/K/A LOUISE AGNES ZELAZOWSKI, deceased, late of the Township of Harmar, County of Allegheny, and Commonwealth of Pennsylvania,

GRANTOR,

AND

JEAN ANN O'DONNELL, JACOB O'DONNELL and CLARK O'DONNELL, mother and sons, all unmarried, of West Deer Township, County of Allegheny and Commonwealth of Pennsylvania, to own jointly with right of survivorship and not as tenants in common,

GRANTEES.

WHEREAS, LOUISE A. ZELAZOWSKI, A/K/A LOUISE AGNES ZELAZOWSKI, unmarried, of the Township of Harmar, County of Allegheny and Commonwealth of Pennsylvania, died testate on May 5, 2012; and

WHEREAS, by her Last Will and Testament dated January 26, 1991, and duly probated and remaining of record in the Office of the Department of Court Records, Wills/Orphans' County Division, County of Allegheny, Pennsylvania, named JEAN ANN O'DONNELL, Executrix thereof; and

WHEREAS, on August 24, 2012, Letters Testamentary were granted to the said JEAN ANN O'DONNELL by the Director of the Department of Court Records, Wills/Orphans' Court Division of Allegheny County, Pennsylvania at Estate No. 02-12-04976; and,

WHEREAS, advertisement of the granting of Letters to the Executrix was made in the Pittsburgh Legal Journal and the Tribune Review; and,

D E E D

FROM

**JEAN ANN O'DONNELL,
EXECUTRIX OF THE
ESTATE OF LOUISE A. ZELAZOWSKI,
a/k/a LOUISE AGNES ZELAZOWSKI,
deceased**

TO

**JEAN ANN O'DONNELL,
JACOB O'DONNELL and CLARK O'DONNELL,
unmarried**

MAIL TO:

Lillian Orzechowski, Esquire
P.O. Box 77
Springdale, PA 15144

CERTIFICATE OF RESIDENCE

I do hereby certify that the **Tax Billing
Address** of the within named Grantee is

Jean Ann O'Donnell
867 Little Deer Creek Valley Road
Russellton, PA 15076

I do hereby certify that the **Owner
Mailing Address** of the within named
Grantee is

Jean Ann O'Donnell
867 Little Deer Creek Valley Road
Russellton, PA 15076

WITNESS my hand this 4th day of October, 2023.

Lillian Orzechowski

SECTION I TRANSFER DATA					
Date of Acceptance of Document 10/04/2023					
Grantor(s)/Lessor(s) Jean Ann O'Donnell, Executrix		Telephone Number (412) 266-4697		Grantee(s)/Lessee(s) Jean Ann, Jacob, and Clark O'Donnell	
Mailing Address 865 Little Deer Creek Road		Mailing Address 865 Little Deer Creek Road			
City Russellton	State PA	ZIP Code 15076	City Russellton	State PA	ZIP Code 15076

SECTION II REAL ESTATE LOCATION		
Street Address 865 Little Creek Road		City, Township, Borough West Deer Township
County Allegheny	School District Deer Lakes	Tax Parcel Number 1361-S-00222

SECTION III VALUATION DATA		
Was transaction part of an assignment or relocation? <input type="radio"/> YES <input checked="" type="radio"/> NO		
1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 67,700.00	5. Common Level Ratio Factor x 1.83	6. Computed Value = 123,891.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.		
1a. Amount of Exemption Claimed \$ 123,891.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
2. Fill in the Appropriate Oval Below for Exemption Claimed.		
<input checked="" type="radio"/> Will or intestate succession. <u>Louise A. Zelazowski</u> (Name of Decedent)		021204976 (Estate File Number)
<input type="radio"/> Transfer to a trust. (Attach complete copy of trust agreement and all amendments.) <input type="radio"/> Transfer from a trust. (Attach complete copy of trust agreement and all amendments.) <input type="radio"/> Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.) <input type="radio"/> Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.) <input type="radio"/> Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.) <input type="radio"/> Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.) <input type="radio"/> Statutory corporate consolidation, merger or division. (Attach copy of articles.) <input type="radio"/> Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)		

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:			
Name Lillian Orzechowski		Telephone Number (724) 715-7250	
Mailing Address PO Box 77		City Springdale	State PA
		ZIP Code 15144	
Signature of Correspondent or Responsible Party <i>Lillian Orzechowski</i>			Date 10-26-23

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



Exhibit L

Clark O'Donnell's Pennsylvania Driver's License

This exhibit includes the front and back images of Clark O'Donnell's Pennsylvania driver's license. It serves to verify the Complainant's legal identity and residential address at 865 Little Deer Creek Valley Road, Russellton, PA 15076. The license confirms the Complainant's name, gender marker, and legal occupancy at the service location.

EXHIBIT L

Pennsylvania Driver's License
(Identity & Address on File)

Submitted to confirm Complainant's
identity and address. Redacted for
privacy.

EXHIBIT L

Pennsylvania visitPA.com USA

DRIVER'S LICENSE

NOT FOR REAL ID PURPOSES

079

1 DLN: [REDACTED] DUPS: 00

3 DOB: [REDACTED]

1 O'DONNELL
2 CLARK JAMISON

8 865 LITTLE DEER CREEK
VALLEY RD
RUSSELLTON, PA 15076

4b EXP: 05/31/2028

4a ISS: 05/28/2024

15 SEX: M 18 EYES: BLU

16 HGT: 5'-05"

9 CLASS: C

9a END: NONE

12 RESTR: 1



Clark Jamison O'Donnell

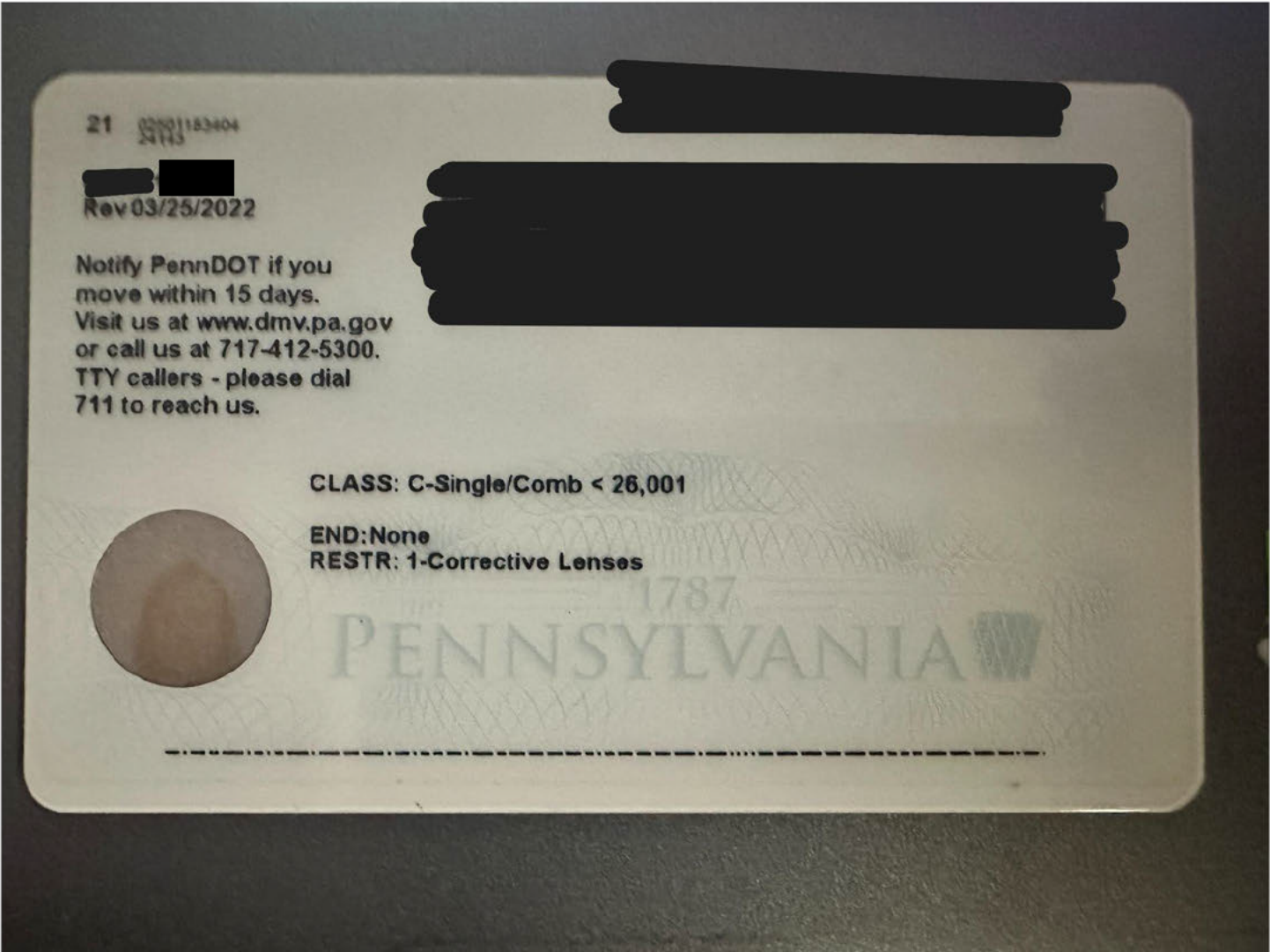
5 DD 2419201203004
100000032096

DL

 **ORGAN DONOR**

Front of License — Redacted

EXHIBIT L



Back of License — Redacted

Verified Written Testimony of Clark O'Donnell

Docket No. F-2025-3054625

Pennsylvania Public Utility Commission

Clark O'Donnell v. FirstEnergy Pennsylvania Electric Company

Clark O'Donnell, Complainant v. FirstEnergy Pennsylvania Electric Company, Respondent
Docket No. F-2025-3054625

WRITTEN DIRECT TESTIMONY OF CLARK O'DONNELL

I. INTRODUCTION

My name is Clark O'Donnell. I am the complainant in this matter and appear on my own behalf. I am 34 years old and reside at 865 Little Deer Creek Valley Road, Russellton, Pennsylvania 15076. I am the owner and sole occupant of this property and have lived here for over 10 years. I submit this verified written testimony in support of my formal complaint against FirstEnergy Pennsylvania Electric Company ("FirstEnergy"), alleging unlawful billing practices and violations of the Americans with Disabilities Act (ADA).

II. PROPERTY OWNERSHIP AND ACCOUNT HISTORY

Although I am the sole resident and bill payer at my address, the electric utility account has remained in the name of Jean O'Donnell, my elderly mother, who does not reside at this location and never has. FirstEnergy refused to allow me to open service in my own name until Jean O'Donnell's debt was paid, a fact that they have admitted in the BCS record. For the last five years I have paid the electric bills entirely from my own income—often \$300 to \$350 per month—despite being denied access to any utility assistance programs due to not being the named account holder. The balance on this account includes debt that originated from other addresses which was transferred to Jean O'Donnell and then carried over to my current service address. At no point did I agree to be responsible for this legacy debt, yet I was told that service could not be established in my name without paying it in full.

III. ACCOMMODATION NEEDS AND ADA VIOLATIONS

I have documented disabilities that substantially limit my ability to communicate by phone. My licensed therapist, Emma Ramsey, LSW, has submitted documentation confirming that I require written communication as a reasonable accommodation under the ADA. This Commission has already approved my request to provide written testimony in lieu of participating in a telephonic hearing, further recognizing the reasonableness of this accommodation.

Despite numerous written requests since at least 2021, FirstEnergy refused for years to communicate with me via email. They insisted that "certain transactions can only be performed by speaking with a representative in the Call Center" and advised me to have others call on my behalf. This policy created significant hardship and blocked me from independently resolving issues or accessing assistance programs, constituting a violation of the ADA and Pennsylvania utility regulations regarding disability accommodations.

IV. FIRSTENERGY'S COERCIVE AND DISCRIMINATORY PRACTICES

Over the years, FirstEnergy has engaged in a pattern of conduct that has caused me significant financial and emotional harm:

They refused to transfer service into my name unless I paid an inherited balance of over \$5,000—debt they have acknowledged I am not responsible for.

After finally acknowledging I was not responsible for the debt only as a result of the on-going PUC case, they demanded a \$376 security deposit as a condition of new service, despite my long history of making timely payments and my participation in programs for low-income and disabled Pennsylvanians such as Medical Assistance for Workers with Disabilities (MAWD). This demand is especially unreasonable in light of the fact that I had already paid thousands of dollars toward an inherited balance they now claim was never my responsibility. No refund was offered, and no accommodation was made to reflect my financial hardship or the company's admitted errors.

They denied me access to PCAP because the account was not in my name, creating a catch-22 where I could not apply for assistance unless I paid off someone else's debt.

They refused to provide ADA-required email communication for over four years, despite repeated, documented requests for accommodation. In formal responses, they maintained that certain actions "require" phone calls, effectively excluding disabled customers like myself from independently managing their utility accounts and creating a systemic barrier to access.

V. DOCUMENTED ADMISSIONS BY FIRSTENERGY

FirstEnergy's own records and correspondence confirm the core claims in my complaint:

In an April 10, 2025 email, FirstEnergy acknowledged that if I "willingly elected to make payments on an account in someone else's name," I would not be entitled to a refund—falsely implying I had a choice.

In their own BCS filing (Decision No. 4037898), FirstEnergy admitted: "THE ACCOUNT REMAINS IN HIS MOTHER'S NAME BECAUSE IT CAN'T BE TRANSFERRED UNTIL THE BALANCE IS PAID."

They also stated: "THE COMPANY OFFERED JEAN O'DONNELL... A PAYMENT ARRANGEMENT... SHE WAS UNABLE TO MAKE THE DOWNPAYMENT," confirming that they were negotiating with someone who neither resides at my address nor pays the bills.

VI. EVENTS DURING LITIGATION

FirstEnergy's misconduct has continued during the pendency of this formal complaint:

On June 17, 2025, I received a shut-off notice addressed to Jean O'Donnell but sent to my personal email account, threatening disconnection over a \$186 past-due amount. This occurred while this proceeding was actively addressing the very issue of misbilling and account confusion, and while I was under the protection of an open formal complaint. The notice demonstrates that FirstEnergy continued to engage in collection efforts without regard to the pending litigation or my protected status as a complainant.

VII. ANTICIPATED DEFENSES AND REBUTTAL

FirstEnergy may attempt to argue that I "voluntarily" made payments on an account that was not in my name and therefore am not entitled to relief. This argument fundamentally mischaracterizes the situation. My payments were not voluntary — they were coerced. I was told that unless I paid a legacy balance that did not belong to me, I would not be able to receive utility service in my name. I paid monthly bills under the threat of disconnection, without access to customer assistance programs, and without any other viable alternative. FirstEnergy created an impossible choice: pay debt I didn't owe or lose an essential utility service. This constitutes economic duress, not voluntary agreement.

Similarly, FirstEnergy may claim that I did not complete the paperwork required to open a new account in my name. This too is a distortion. I made clear that I was willing to open a new account and provide proof of identity and documentation, but only if FirstEnergy confirmed that no legacy debt would be transferred, that my ADA accommodations would be honored, and that no unreasonable deposit would be required. FirstEnergy refused to offer these terms, effectively barring me from access to service under fair and lawful conditions. Their attempt to frame my refusal to accept discriminatory terms as a failure to cooperate is both misleading and improper.

VIII. LEGAL VIOLATIONS

Count I: Coercive Billing Practices

FirstEnergy has conditioned essential utility service on the payment of another person's debt. I attempted to begin service in my name but was told that I could not do so unless I first paid off a legacy balance that originated from accounts belonging to other customers. This balance was not incurred by me, nor was I the customer of record. FirstEnergy refused to open a new account until the balance was paid in full—a policy they only reversed after I filed a complaint with the Public Utility Commission. Even now, they are demanding a security deposit of \$376 to open a new account in my name, despite the fact that I have made uninterrupted monthly payments for years to keep the service on.

I contacted FirstEnergy by email in November 2024 because I could no longer afford the monthly costs, only to be denied assistance and accommodations once again. By tying access to essential service to both someone else's unpaid debt and a prohibitively expensive deposit, FirstEnergy continues to impose unreasonable and coercive barriers that block me from obtaining service in my own name.

These practices violate multiple provisions of Pennsylvania utility law, including:

- 66 Pa. C.S. § 1501, which requires utilities to provide reasonable, continuous, and non-discriminatory service;
- 52 Pa. Code § 56.32(a)(1)(i)–(ii), which bars a utility from requiring any security deposit from an applicant who is confirmed low-income or otherwise CAP-eligible;
- 52 Pa. Code § 56.35, which limits when a deposit may be required;
- 52 Pa. Code § 56.36, which prohibits requiring a new applicant to pay an outstanding balance incurred in another person's name, unless the applicant lived at the address and benefitted from the service (and I did not reside at or benefit from electric service at the addresses where the legacy debt originated); and
- 52 Pa. Code § 56.191, which reflects the Commonwealth's intent to protect low-income and medically vulnerable consumers from losing essential services.

By violating these provisions, FirstEnergy's actions amount to unlawful coercion and unreasonable utility practice. Their policy of conditioning new service on payment of another person's debt, combined with their demand for a substantial security deposit despite my documented payment history, constitutes an unreasonable practice that exceeds the bounds of lawful utility regulation.

Count II: Violation of ADA and Utility Regulations

FirstEnergy has repeatedly refused to provide necessary communication accommodations, despite my formal and specific requests for them over a period of years. On multiple occasions, I cited the Americans with Disabilities Act (ADA) directly in my written communications with FirstEnergy, explicitly requesting reasonable accommodations for my disability. In response, FirstEnergy's representatives stated in writing that they could not and would not provide the requested accommodations.

These refusals violate both federal and state law. The Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requires public utilities and other covered entities to provide reasonable accommodations to individuals with disabilities, unless doing so would impose an undue burden or fundamentally alter the nature of the service. Denying such accommodations—especially after direct, documented requests—constitutes disability discrimination under the ADA.

In addition, 52 Pa. Code §§ 56.91–56.92 requires Pennsylvania utilities to make provisions for disabled customers and to resolve barriers to access, including communication barriers. The Commission's regulations mandate that utilities must respond to the needs of customers with disabilities and provide equal access to essential services.

FirstEnergy's written refusal to comply with these requirements, even after being put on notice of its obligations under the ADA, demonstrates a pattern of disregard for both federal disability rights law and the Commission's own regulations. Their refusal to provide email-based communication—a low-cost, readily available, and widely used method—cannot reasonably be considered an undue burden, especially given that the Commission itself has already granted my request for written testimony in lieu of a phone hearing. Moreover, in the wake of the COVID-19 pandemic, email and remote communications have become a routine and expected part of customer service across all industries, including utilities.

FirstEnergy's refusal to communicate with me via email is the central reason this matter has remained unresolved for so long. Their own call records will confirm that I have never contacted them by phone because I am unable to do so. I was forced to rely on a family member to call on my behalf—something FirstEnergy itself advised—yet this workaround led to confusion, miscommunication, and further delays. A utility company that refuses to communicate directly with a disabled customer, and instead requires that they rely on third parties to access basic services, is not meeting the standard of reasonable accommodation. This conduct is both discriminatory and unreasonable, in direct violation of the ADA and Commission rules.

Count III: Retaliation and Intimidation

FirstEnergy's conduct during this proceeding raises serious concerns under both disability law and professional ethics. The issuance of a shut-off notice during active litigation, combined with unauthorized contact between FirstEnergy's attorney and my healthcare provider, represents a pattern of behavior that may be retaliatory and coercive.

These actions may violate the anti-retaliation provisions of the Americans with Disabilities Act (42 U.S.C. § 12203), which prohibits interference, coercion, or intimidation against any individual exercising their rights under the ADA.

The timing of FirstEnergy's June 17, 2025 shut-off notice is particularly troubling, as it was issued while this formal complaint was actively pending before the Commission. Threatening disconnection during active litigation over the very billing practices in dispute may constitute a violation of procedural due process and demonstrates a disregard for the Commission's authority to adjudicate these matters. This conduct appears designed to coerce payment through the threat of immediate service termination.

In addition, the conduct of opposing counsel may implicate the Pennsylvania Rules of Professional Conduct, specifically:

- Rule 4.4, which bars lawyers from using methods that violate the legal rights of third parties, including improper intrusion into confidential medical relationships; and
- Rule 8.4, which prohibits conduct involving dishonesty, misrepresentation, or conduct prejudicial to the administration of justice.

Taken together, these actions reflect an inappropriate use of confidential medical information to apply pressure during litigation and raise questions about opposing counsel's adherence to the ethical standards required by the legal profession.

IX. RELIEF REQUESTED

I respectfully request that the Commission:

Order FirstEnergy to permanently provide email-based communication as a reasonable accommodation under Commission regulations and the Americans with Disabilities Act (ADA), to the extent permitted by Commission authority;

Require FirstEnergy to open an account in my name without requiring payment of any balance transferred from Jean O'Donnell or any other party;

Waive any security deposit requirement in light of my long-standing residency, consistent payment history, and participation in low-income medical assistance programs, consistent with 52 Pa. Code § 56.36;

Refund all payments I made under threat of disconnection toward a debt that is not legally mine. The Commission has clear authority under 66 Pa. C.S. § 1312 and related provisions to order refunds for amounts unlawfully collected;

Enroll me in an appropriate low-income assistance program (PCAP) retroactively to the earliest date I would have been eligible but for FirstEnergy's refusal to open an account in my name;

Issue a finding that FirstEnergy's conduct has been unreasonable, discriminatory, and in violation of Pennsylvania law and applicable utility regulations, including 52 Pa. Code §§ 56.91–56.92, which incorporate disability protections consistent with the ADA;

Award any additional relief the Commission deems just and proper.

X. CONCLUSION

For years, I have borne the financial burden and emotional stress of paying someone else's utility debt while being denied basic rights as a disabled customer. FirstEnergy's actions have been coercive, discriminatory, and retaliatory. I urge the Commission to grant the relief requested not only to remedy the harm I have experienced, but to ensure that similar violations do not continue against other vulnerable customers.

Respectfully submitted,

/s/ Clark O'Donnell

Clark O'Donnell

Date: July 1, 2025

XI. VERIFICATION

I, Clark O'Donnell, hereby state that the facts set forth in the foregoing testimony are true and correct to the best of my knowledge, information, and belief, and that I understand that the statements made herein are subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

/s/ Clark O'Donnell

Clark O'Donnell

Date: July 1, 2025

XII. EXHIBIT LIST

Exhibit B: ADA Email Correspondence (2021–2025)

Exhibit C: BCS Decision No. 4037898 (Account Transfer and Phone Requirement Admissions)

Exhibit D: Shut-off Notice Sent June 17, 2025

Exhibit F: Consecutive Monthly Payments to FirstEnergy (January–June 2024)

Exhibit G: Debit Card Screenshot Showing Name and Last Four Digits (7940)

Exhibit H: Bank Screenshot Showing \$325.75 Payment to FirstEnergy on October 10, 2024

Exhibit I: Screenshot of MAWD Enrollment and \$96.00 Monthly Premium (Proof of Low-Income Status)

XIII. CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Verified Written Testimony and Exhibits upon the following individuals in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

Margaret A. Morris, Esquire

Reger Rizzo & Darnall LLP
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104
Email: mmorris@regerlaw.com

Tori L. Giesler

FirstEnergy Service Company
2800 Pottsville Pike
Reading, PA 19605
Email: PARegulatoryComplaints@firstenergycorp.com

The Honorable Mary D. Long

Administrative Law Judge
Pennsylvania Public Utility Commission
301 Fifth Avenue, Suite 220, Piatt Place
Pittsburgh, PA 15222
Email: malong@pa.gov

Service was made via electronic mail on the date listed below.

Respectfully submitted,

Clark O'Donnell
865 Little Deer Creek Valley Road
Russellton, PA 15076
odonnellclark.j@gmail.com

/s/ Clark O'Donnell

Clark O'Donnell

Date: July 1, 2025

Exhibit B

ADA Email Correspondence (2021–2025)



Clark O'Donnell <odonnellclark.j@gmail.com>

Dollar Energy Fund - Re- Enrollment Agreement

12 messages

fehhelp@dollarenergy.org <fehhelp@dollarenergy.org>
To: odonnellclark.j@gmail.com

Wed, Mar 3, 2021 at 9:03 PM

Dear Clark O'Donnell

It appears that you are eligible for the Pennsylvania Customer Assistance Program (PCAP). Because you were previously enrolled in the program, you will have an additional payment due along with your first PCAP payment.

Once we tell you the amount that you need to pay, you will need to decide if you want to move forward with your enrollment. [Click Here](#) to find out how much you will need to pay.

If you have any questions, you can reply to this email or call us at 866-260-5512.

Sincerely,
Dollar Energy Fund

Clark O'Donnell <odonnellclark.j@gmail.com>
To: fehhelp@dollarenergy.org

Wed, Mar 3, 2021 at 9:19 PM

Hi, I'm applying to this because I can't make the regular payments due on the bill. It's telling me I need to pay an estimate of over 4,000 dollars to "re-enroll" but I have never applied or been enrolled before. This amount is more than I make in four months—how can anyone reasonably be expected to afford a payment like that?

Sent from my iPhone

On Mar 3, 2021, at 9:03 PM, fehhelp@dollarenergy.org wrote:

[Quoted text hidden]

FE Help <fehhelp@dollarenergy.org>
To: Clark O'Donnell <odonnellclark.j@gmail.com>

Thu, Mar 4, 2021 at 2:14 PM

Hello,

Please contact 866-260-5512 Monday – Friday from 8:00 AM – 5:00 PM. A representative will be able to assist you.

Thank you

[Quoted text hidden]

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Help <fehhelp@dollarenergy.org>

Thu, Mar 4, 2021 at 8:57 PM

Hello, please respond to me via email. I cannot call.

[Quoted text hidden]

FE Help <fehhelp@dollarenergy.org>
To: Clark O'Donnell <odonnellclark.j@gmail.com>

Fri, Mar 5, 2021 at 8:14 AM

Hello,

At this time you are not eligible for the program because the bill is listed under Jean Odonnell and you have not listed Jean as household member. The persons name on the bill must live in the home to be eligible for PCAP.

This account shows the rate payer has been on the PCAP program in 2016. Unfortunately because you have been on the pcap program before, we cannot help with your current balance. There is a one time deferment of your balance the first time you get on the PCAP program. The PCAP program will however, give you a credit towards future bills. This balance does not need to be paid to get on the program, but will show on your first pcap bill. If you need assistance with the balance you can apply for LIHEAP and CRISIS through your county assistance office. You can also try calling 2-1-1 for additional assistance.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Help <fehhelp@dollarenergy.org>

Sat, Mar 6, 2021 at 3:36 PM

The person who previously had the pcap agreement doesn't live here. She lives next door. Why can't I start my own agreement?

Sent from my iPhone

[Quoted text hidden]

FE Help <fehhelp@dollarenergy.org>
To: Clark O'Donnell <odonnellclark.j@gmail.com>

Mon, Mar 8, 2021 at 8:28 AM

Hello,

Unfortunately we cannot discuss more through email. If you were not the person living in the home at the time the PCAP enrollment was done, you will need to contact the utility to have it discussed in detail.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Help <fehhelp@dollarenergy.org>

Tue, Mar 9, 2021 at 6:34 PM

The utility company just redirects to you.

Sent from my iPhone

[Quoted text hidden]

FE Help <fehhelp@dollarenergy.org>
To: Clark O'Donnell <odonnellclark.j@gmail.com>

Wed, Mar 10, 2021 at 8:17 AM

Hello,

Does Jean live in the home?

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Help <fehhelp@dollarenergy.org>

Wed, Mar 10, 2021 at 8:21 AM

No. She is responsible for the property. I live here alone. She lives next door in this duplex with a different mailing address and different electric payment.

Sent from my iPhone

[Quoted text hidden]

FE Help <fehhelp@dollarenergy.org>
To: Clark O'Donnell <odonnellclark.j@gmail.com>

Wed, Mar 10, 2021 at 8:32 AM

Hello,

Okay, you would not be eligible for PCAP until the bill was put into your name. The name of the person on the account has to live in the home to be eligible.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Help <fehhelp@dollarenergy.org>

Wed, Mar 10, 2021 at 9:19 AM

Every time I call to do that they say the bill has to be paid off before we can do that. So I can't get help to pay the bill off... until the bill is paid off. I am low income and in danger of having my utilities shut off after March 31st.

Sent from my iPhone

[Quoted text hidden]



Clark O'Donnell <odonnellclark.j@gmail.com>

Re: Can't afford payment #151554727

37 messages

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Tue, Nov 12, 2024 at 8:36 AM

Clark O'Donnell;

Thank you for utilizing our website. We are more than happy to assist you. The balance is \$321.00 due 11/13/2024. We suggest paying what you can towards the balance. There is a disconnection on the account. The next bill will be issued on or around 11/21/2024. If you receive a disconnection, you can contact our Credit Department at the number listed below to reset your payment plan. We hope this helps.

Sincerely,

Autumn | Customer Service

If you are not satisfied with this response or have additional comments or questions, please reply to this email within five business days or call us Monday through Friday, between 8 a.m. and 6 p.m. If we do not hear from you within five business days, we will assume your question has been answered or your issue has been resolved. If you do not have an online account, we encourage you to register at www.firstenergycorp.com/login to receive text and email alerts, to enroll in eBill (Electronic Billing) to view your bill statements online, to analyze your usage and more. Thank you.

Operating Company	Phone Number
Ohio Edison	800-633-4766
Illuminating Company	800-589-3101
Toledo Edison	800-447-3333
Met-Ed	800-545-7741
Penelec	800-545-7741
Penn Power	800-720-3600
West Penn Power	800-686-0021
Jersey Central Power & Light	800-662-3115
Mon Power	800-686-0022
Potomac Edison	800-686-0011

On 7 November 2024 13:30 UTC, Clark O'Donnell <odonnellclark.j@gmail.com> wrote:

```
<pre>
Form Name: Contact Us
Submit Date: 11/07/2024 08:29:54
Operating Company: WP01
Topic: Customer Service
Name: Clark O'Donnell
Email: odonnellclark.j@gmail.com
Address Line 1: 865 Little Deer Creek Valley Road
Address Line 2: null
City: Russellton
State: PA
Province: null
Zip: 15076
Country: null
```

Phone: 4122664696

Best Time: null

Account Number: 100098371360

Request Type: Billing and Rates

Subject: Can't afford payment

Text: I've been trying to pay back a bill that was run up by a deceased family member for many years now. I am disabled and on MAWD. I have an income limit and cannot make any more money. I simply cannot afford the power bill. It's over 300 dollars a month for power that I never personally used. I can't afford to have my power turned off but I also cannot afford the payment. I am already having to borrow money from my next pay check just to afford bills. What options does FirstEnergy offer? I've tried the assistance programs before and was turned down. I cannot make phone calls due to my disability and need accomodations to communicate via text (email or phone text) as per the ADA. Thank you.

</pre>

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Tue, Nov 12, 2024 at 9:10 AM

As I mentioned I cannot communicate via phone and need this resolved via email. Please provide accommodation as per the ADA. I need help with a new payment plan.

On Nov 12, 2024, at 8:36 AM, FE Customer Service <fecustomerservice@firstenergycorp.com> wrote:

[Quoted te t hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: donnellclark.j@gmail.com

Wed, Nov 13, 2024 at 9:55 AM

Clark ODonnell;

Thank you for your reply. Unfortunately, in order to set up an installment plan, you will have to speak with Customer Care by phone. We regret any inconvenience caused.

[Quoted te t hidden]

[Quoted text hidden]

[Quoted te t hidden]

[Quoted te t hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Wed, Nov 13, 2024 at 10:38 AM

According to the ADA, companies are legally required to provide reasonable accommodations to people with disabilities. I cannot speak over the phone. Please consult your legal department or provide accommodations. I need to work out a payment plan via email or chat.

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Wed, Nov 20, 2024 at 8:31 AM

Hello. It has been a week and I still haven't received communication from your company regarding accommodations for my disability and a payment arrangement. I'm concerned about you turning my electricity off.

On Nov 13, 2024, at 10:38 AM, Clark O'Donnell <odonnellclark.j@gmail.com> wrote:

According to the ADA, companies are legally required to provide reasonable accommodations to people with disabilities. I cannot speak over the phone. Please consult your legal department or provide accommodations. I need to work out a payment plan via email or chat.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Thu, Nov 21, 2024 at 2:42 PM

Clark O'Donnell;

Thank you for your reply. Our records indicate that a call was made to Customer Care by phone on 11/21/2024. In order to reset the plan, a down payment of \$240.75 would be required. However, there is not a notice on the account at this time. The next bill will be issued on or around 12/20/2024. We hope this helps.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Thu, Dec 5, 2024 at 7:58 AM

Hello? I have yet to receive an email about arranging a payment plan. I cannot make phone calls and I have not spoken to anyone from your company. Please accommodate my disability request or I will need to contact outside legal sources for assistance.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Fri, Dec 6, 2024 at 4:17 PM

Clark O'Donnell;

Thank you for your reply. We emailed you on 11/21/2024. Our records indicate that a call was made to Customer Care by phone on 11/21/2024. In order to reset the plan, a down payment of \$240.75 would be required. However, there is not a notice on the account at this time. The next bill will be issued on or around 12/20/2024. We hope this helps.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Dec 6, 2024 at 4:45 PM

I did not speak to anyone. I cannot make phone calls. I can't afford the payments. I am on MAWD and have a limited income.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: donnellclark.j@gmail.com

Mon, Dec 9, 2024 at 10:17 AM

Clark O'Donnell;

Thank you for your reply. We show that Jean O'Donnell contacted us by phone on 11/21/2024 and a payment plan was discussed. In order to set the plan up, a down pyament of \$240.75 will be required. The remaining balance would be split into 9 installments and the installment plan amount would be approximately \$226.00 a month. By setting up a new plan, the bill would be more than the current bill. We suggest applying for assistance. You may be eligible for outside assistance programs, to find what programs may be available to you, go to Search Assistance Programs on www.firstenergycorp.com/billassist.

[Quoted te t hidden]

[Quoted te t hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Mon, Dec 9, 2024 at 10:39 AM

I'm not Jean O'Donnell and she doesn't live with me or pay the bill. I do. Please arrange a payment plan with me over email.

On Dec 9, 2024, at 10:17 AM, FE Customer Service <fecustomerservice@firstenergycorp.com> wrote:

[Quoted te t hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: donnellclark.j@gmail.com

Tue, Dec 10, 2024 at 10:09 AM

Clark O'Donnell;

Thank you for your reply. In order to further assist, we will need to verify your relation to the account holder since the account is not active in your name and active under Jean's name. Once we receive this information, we would be happy to help.

Sincerely,

Jessica | Customer Service

If you are not satisfied with this response or have additional comments or questions, please reply to this email within five business days or call us Monday through Friday, between 8 a.m. and 6 p.m. If we do not hear from you within five business days, we will assume your question has been answered or your issue has been resolved. If you do not have an online account, we encourage you to register at www.firstenergycorp.com/login to receive text and email alerts, to enroll in eBill (Electronic Billing) to view your bill statements online, to analyze your usage and more. Thank you.

Operating Company Phone Number

Ohio Edison	800-633-4766
Illuminating Company	800-589-3101
Toledo Edison	800-447-3333
Met-Ed	800-545-7741
Penelec	800-545-7741
Penn Power	800-720-3600
West Penn Power	800-686-0021
Jersey Central Power & Light	800-662-3115
Mon Power	800-686-0022
Potomac Edison	800-686-0011

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Tue, Dec 10, 2024 at 10:31 AM

That's because the company refuses to transfer the account to my name until the amount is fully paid off. I'm paying someone else's bill and you won't give me a payment plan because my mom was on one at some time or something to that extent. Jean O'Donnell is my mother and lives in the house next door to me. I live at 865 Little Deer Creek Russellton and have been paying an extraordinarily high bill every month for years. I can't afford it anymore. I'm on a limited income and disabled.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Thu, Dec 12, 2024 at 4:30 PM

Clark O'Donnell;

Thank you for your reply. Please reply to this email and advise the reason you are being denied assistance and if you will be paying the \$240.75. We are reviewing what is required to place the account into your name.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Thu, Dec 12, 2024 at 5:29 PM

Sorry, what do you mean advise the reason you are being denied assistance? I don't know why/if I'm being denied. You never even took my income information.

On Dec 12, 2024, at 4:30 PM, FE Customer Service <fecustomerservice@firstenergycorp.com> wrote:

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Wed, Dec 18, 2024 at 2:41 PM

Clark O'Donnell;

Thank you for your reply. In your initial email to us on 11/07/2024 you advised you tried assistance programs and was turned down. Can you please advise why you were denied assistance? In addition, we do not determine eligibility for

assistance, those are determined by the external agencies.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Dec 20, 2024 at 2:03 PM

In the past I was turned down. I was referred to a list of 211 resources from your website but all of them are phone numbers and I can't make phone calls.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Mon, Dec 23, 2024 at 8:42 AM

Clark O'Donnell;

Thank you for your reply. Here is a link https://www.firstenergycorp.com/help/billingpayments/assistance_serviceprogram/west_penn_power.html with a list of websites to seek assistance. However, there may be some that you will have to make actual contact with.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Mon, Dec 23, 2024 at 9:31 AM

Is someone going to let me know about getting the account in my name? Why am I paying someone else's balance?

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Thu, Dec 26, 2024 at 9:10 AM

Clark O'Donnell;

We have received your request to start service. Unfortunately, we are unable to complete your move-in request through our online service and you will need to speak to our Application Team for assistance. If hearing impaired, you can call *711 from a TTY phone for assistance.

Please contact West Penn Power at 1-800-686-0021 Monday through Friday, between 8 a.m. and 6 p.m. for more information. We regret any inconvenience.

Sincerely,

Charlsie | Customer Service

If you are not satisfied with this response or have additional comments or questions, please reply to this email within five business days or call us Monday through Friday, between 8 a.m. and 6 p.m. If we do not hear from you within five business days, we will assume your question has been answered or your issue has been resolved. If you do not have an online account, we encourage you to register at www.firstenergycorp.com/login to receive text and email alerts, to enroll in eBill (Electronic Billing) to view your bill statements online, to analyze your usage and more. Thank you.

Operating Company	Phone Number
Ohio Edison	800-633-4766
Illuminating Company	800-589-3101
Toledo Edison	800-447-3333
Met-Ed	800-545-7741
Penelec	800-545-7741
Penn Power	800-720-3600
West Penn Power	800-686-0021
Jersey Central Power & Light	800-662-3115
Mon Power	800-686-0022
Potomac Edison	800-686-0011

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Thu, Dec 26, 2024 at 9:12 AM

I am not hearing impaired but cannot make phone calls as I have repeatedly stated. Please find someone who can assist me via email or chat.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: donnellclark.j@gmail.com

Fri, Dec 27, 2024 at 11:02 AM

Clark O'Donnell;

Thank you for your reply. Unfortunately, we are unable to assist further via email and do not have a text or chat option. You may have a family member or friend contact us via phone on your behalf and provide permission to our Application Team to speak with them. We regret any inconvenience.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Dec 27, 2024 at 11:14 AM

I'm writing to follow up on my request for assistance via email. I need to communicate through email due to a disability that makes phone calls inaccessible for me. Under the Americans with Disabilities Act (ADA), this is a reasonable accommodation.

Asking me to rely on a family member or friend to contact you is not a fair solution, as it denies me the ability to independently access your services. This response is discriminatory and does not meet the requirements of the ADA.

If this issue is not resolved promptly, I will be filing a formal complaint with the Pennsylvania Public Utility Commission to address this barrier. I hope we can resolve this matter without further escalation.

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Sat, Jan 4, 2025 at 1:22 PM

It has been over a week since your last response, in which you refused to provide the assistance I require under the protections afforded to me by the ADA. I am writing one final time to request the reasonable accommodation of communicating via email regarding my account, as required under the Americans with Disabilities Act (ADA). Denying me the ability to access your services independently and asking me to rely on family or friends is discriminatory and violates my rights under the ADA. If this issue is not resolved immediately, I will file a formal complaint with the Pennsylvania

Public Utility Commission (PUC) and consult legal counsel regarding this matter. I urge you to take this request seriously and resolve the issue promptly. I hope to avoid further escalation.

Sincerely, Clark O'Donnell

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Tue, Jan 7, 2025 at 8:20 AM

Clark O'Donnell;

Thank you for your reply. While we understand your concerns, unfortunately we cannot assist via email. We have not been provided a reason on why you cannot make phone calls, which differs the current account where multiple calls and verification have been made. Due to the complexity of the account and verification being needed, you will need to speak to Customer Care directly. We regret any inconvenience.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Tue, Jan 7, 2025 at 10:10 AM

I am writing to inform you that I have submitted a complaint to the Pennsylvania Public Utility Commission (PUC) regarding your refusal to provide the reasonable accommodation of email communication, as required under the Americans with Disabilities Act (ADA).

This complaint includes documentation of our email correspondence, highlighting your repeated refusal to accommodate my disability and your lack of resolution regarding the account ownership and payment arrangement issues.

I am hopeful that the PUC's involvement will encourage you to resolve this matter promptly. I am still requesting:

- An affordable payment plan.
- An explanation of why the account remains in my mother's name, despite my being solely responsible for the bill.
- Communication via email as an ADA accommodation.

If you are willing to work toward a resolution, I am open to discussing this further.

Sincerely,
Clark O'Donnell

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Fri, Jan 10, 2025 at 1:48 PM

Clark O'Donnell;

Thank you for your reply. We have received your complaint, and it is currently being reviewed. In order to process the service request, you will need to submit a move in request online at https://firstenergycorp.com/service_requests/moving_customer_survey.html. Once submitted, please reply with the confirmation number beginning with "W". In addition, we will need 2 forms of identification in your reply. Once received, we will be happy to further review.

Thank you in advance!

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Jan 10, 2025 at 2:06 PM

I am not moving in. I have lived in this house for 10 years.

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Fri, Jan 10, 2025 at 3:05 PM

Clark O'Donnell;

In order to change the name on the account, please submit a start service request by going to https://firstenergycorp.com/service_requests/moving_customer_survey.html By completing this process, a new account will be created in your name. We are unable to change the name on an existing account to another person and a new account must be created.

Since the current account is not in your name, we will need you to submit the service request. Please reply with the confirmation number beginning with "W" and two forms of identification, once submitted.

Thank you!

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Jan 10, 2025 at 3:54 PM

=Thank you for your response. While I understand your process for creating a new account in my name, this does not address the longstanding issue of the outstanding balance on the current account, which I believe I should not be held responsible for.

To clarify:

1. I have been solely paying the bill for this account for years, even though it has remained in my mother's name.
2. I am learning that much of the balance appears to stem from debt incurred by my deceased grandmother, which I did not consent to take on.
3. I have repeatedly attempted to resolve this matter over email and requested clarity on why I have been paying for a debt that is not mine. My requests for accommodations for my disability have been ignored or denied over the years, and I have records of these attempts to negotiate my account.

While I am willing to submit a new service request to transfer the account into my name, I first need confirmation that I will not be held responsible for any debt that I am not legally required to pay. Additionally, I am requesting an investigation into the history of this account to determine the origin of the balance and whether it was properly applied. I believe I have been unfairly overpaying for years.

Once these issues are addressed, I will be happy to proceed with the steps to create a new account.

Thank you for your prompt attention to this matter.

Sincerely,
Clark O'Donnell

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Mon, Jan 13, 2025 at 11:09 AM

Clark O'Donnell;

Thank you for your reply. Because the account is not in your name, the account can be assessed balances from any unpaid account in your relative's name. If there is an unpaid balance and a customer has an active account, the balance will transfer to the active service. The only way to not be associated with any balance other than your own, would be to set up service in your name. When a new account is created in your name, the current account will end, and any remain balance will be transferred to an active account in the account holder's name.

Please submit a start service request by going to https://firstenergycorp.com/service_requests/moving_customer_survey.html. Once submitted, please reply with the confirmation number begin with "W" in order for us to further assist through email.

Have a great day.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Mon, Jan 13, 2025 at 11:32 AM

Thank you for your response. However, your explanation raises serious concerns regarding your practices and their legality. Specifically, demanding payment of someone else's debt as a condition for transferring the account into my name is both unfair and, to my understanding, likely in violation of utility regulations and consumer protection laws.

To clarify:

1. **Responsibility for Debt:** The balance on the account was incurred by my deceased grandmother and later transferred to my mother's name. I never agreed to take on this debt, and I do not believe I should be held responsible for it. In most cases, utility companies are prohibited from requiring new account holders to pay a balance incurred by a previous account holder unless the debt can be explicitly tied to the new account holder.
2. **Illegal Conditioning of Service:** Conditioning essential utility service on payment of a debt I did not incur is coercive and potentially unlawful. If I do not consent to take on this debt, it is unreasonable and improper to refuse to transfer the account into my name or deny service at my residence.
3. **Disability Discrimination:** Over the years, I have repeatedly attempted to resolve this issue via email due to a disability that prevents me from making phone calls. Your refusal to accommodate this reasonable request under the Americans with Disabilities Act (ADA) has exacerbated the issue and created additional barriers to resolving my account.
4. **Transparency Issues:** I have never been provided a clear explanation of the balance's origin or why it was transferred between accounts. A detailed investigation into the account history is necessary before I can proceed.

Request for Immediate Action

Before I proceed with any further steps, I need the following:

1. **Confirmation that I will not be held responsible** for any debt I did not incur and did not consent to take on.
2. **A detailed account history**, including how and why the balance was transferred and the legal basis for this practice.
3. **A guarantee that my disability will be accommodated** moving forward, including email as a method of communication.

I have filed a complaint with the Pennsylvania Public Utility Commission (PUC) regarding this matter. If these issues are not resolved promptly, I will escalate my complaint further, as I believe these practices may violate state utility regulations, consumer protection laws, and the ADA.

I look forward to your prompt response and resolution of this matter.

Sincerely,
Clark O'Donnell
[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Wed, Jan 15, 2025 at 4:04 PM

Clark O'Donnell;

Thank you for your reply. The current account is in Jean's name. Any balance associated would be balances that have transferred from Jean's name. If Jean would like to speak about where the balance originated from, they can contact us directly. Since the account is not in your name, this is not your balance.

Unfortunately, we cannot provide the requirement for service until a request is submitted. Once we receive the information needed to process your service request, a new account can be created in your name. We would need you to apply for service online because we cannot start a new account without your social security number to verify your credit and identity.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Wed, Jan 15, 2025 at 5:08 PM

Thank you for your response. However, it does not address the core issues I have raised or resolve the systemic failures related to my account. I am attaching a PDF of email correspondence dating back to 2021 to provide further evidence of your company's longstanding refusal to assist me appropriately.

Key Issues

1. Years of Refusal to Accommodate My Disability

I have repeatedly requested assistance via email due to a disability that prevents me from making phone calls. Despite this, First Energy and its partner, Dollar Energy Fund, repeatedly refused to accommodate this request, citing policies requiring phone calls. This refusal has caused unnecessary stress, financial hardship, and significant delays in resolving my account.

2. Contradictions Regarding the Balance

Your recent email states that the balance on the account is not mine because it is in Jean's name. However, I have been forced to pay this balance for years under threat of disconnection. If the balance is not mine, I should not have been held responsible for paying it. Conditioning the transfer of the account into my name on paying this balance is coercive, unfair, and likely violates utility regulations and consumer protection laws.

3. Catch-22 with Assistance Programs

The emails from Dollar Energy Fund show that I was denied access to the PCAP program because the account was not in my name. At the same time, I was told the account could not be transferred into my name until the balance was paid in full. This creates a situation where I am unable to access assistance programs while being forced to pay someone else's debt—an impossible and unjust scenario.

4. Failure to Provide Transparency

I have repeatedly requested a detailed account history explaining the origin of the balance and how it was transferred between accounts. To date, I have not received this information, which raises serious concerns about the legality and fairness of these practices.

Immediate Requests for Resolution

To move forward, I require the following:

- Written confirmation that I will not be held responsible for any balance I did not incur or explicitly consent to take on.
- A full account history, including the origin of the balance and the legal basis for transferring it between accounts.
- A clear commitment to accommodate my disability, including permanent use of email as the primary method of communication.

Next Steps

As mentioned previously, I have filed an informal complaint with the Pennsylvania Public Utility Commission (PUC). If these issues are not resolved promptly, I will:

- Escalate my complaint to a formal filing with the PUC, including documentation of your repeated failure to accommodate my disability and the handling of this balance.
- File a formal complaint with the ADA Office of Civil Rights regarding your refusal to provide reasonable accommodations over several years.

I have attached the full email chain as a PDF to provide additional evidence of the longstanding issues I have faced. I trust that you will review this carefully and take the necessary steps to resolve this matter promptly.

Sincerely,
Clark O'Donnell
[Quoted text hidden]

 **Gmail - Dollar Energy Fund - Re- Enrollment Agreement.pdf**
168K

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Jan 24, 2025 at 8:45 AM

I am following up regarding my email from 9 days ago on January 15, as I have not received a response addressing the significant concerns I raised. Your previous email acknowledged that the balance on the account belongs to "Jean" and not to me, yet I have been forced to pay this balance under threat of disconnection for years. This acknowledgment alone makes it clear that I should not owe the balance in question.

Key Points for Resolution

1. Account Balance and Responsibility

- Your confirmation that the balance belongs to "Jean" reinforces my position that I should not be held responsible for it. I am requesting immediate confirmation that I will not be required to pay this balance moving forward. Additionally, I am requesting a refund for the overpayments I have made over the years, as I have been paying for a debt that is not mine under threat of disconnection.

2. Growing Balance

- The delay in resolving this matter is allowing the balance to grow, making it increasingly difficult for me to afford payments. I need assistance arranging a manageable payment plan for my usage while this matter is investigated.

3. Account History

- I am still requesting a detailed account history explaining the origin of the balance, why it was transferred between accounts, and the legal basis for its application to my address. Transparency on this issue is long overdue.

4. Disability Accommodation

- As stated previously, I require that all communication regarding this matter be conducted via email to accommodate my disability. This is a reasonable request under the Americans with Disabilities Act (ADA).

Next Steps

I have reached out to the Pennsylvania Public Utility Commission (PUC) again regarding the lack of response to my complaint. I have made every effort to resolve this matter with your company, but the ongoing delays and lack of clarity are unacceptable.

Please address these issues promptly. I am still open to working toward a resolution, but I cannot continue to bear the financial and emotional burden caused by this situation.

Thank you for your attention, and I look forward to your response.

Sincerely,
Clark O'Donnell

[Quoted text hidden]

FE Customer Service <fecustomerservice@firstenergycorp.com>
To: odonnellclark.j@gmail.com

Wed, Jan 29, 2025 at 5:47 PM

Clark O'Donnell;

Thank you for your reply. While we understand your concerns, the current account is not in your name and therefore Jean's balance. Because you have never applied for service and are not the primary account holder, we would not hold you responsible for the balance in Jean's name. The following accounts were in Jean's name:

1. 100098373374- 108 Jefferson Ave Service dates: 04/15/2012-08/30/2017
2. 100127583332-108 Jefferson Ave Service dates: 11/13/2017-04/04/2018
3. 100123217554- 867 Little Deer Crk Service dates: 02/09/2017- current
4. 100098371360- 865 Little Deer Crk Service dates: 04/25/2012- current
- 5.

The current balance is accumulated from transferred prior balances in Jean's name. On 10/17/2017 \$2, 508.47 from 110098373374 was transferred to account number 100098371360 and on 05/19/2018 \$1,256.44 from 100127583332 was transferred to account 100098371360.

To change the account into your name, you will need to apply for service by going to https://firstenergycorp.com/service_requests/moving_customer_survey.html. Once we receive the information needed to process your service request, a new account can be created in your name. We would need you to apply for service online because we cannot start a new account without your social security number to verify your credit and identity. We would not be able to create a new account in your name if the request is not processed.

We hope this information is helpful.

[Quoted text hidden]

[Quoted text hidden]

Clark O'Donnell <odonnellclark.j@gmail.com>
To: FE Customer Service <fecustomerservice@firstenergycorp.com>

Fri, Jan 31, 2025 at 3:55 PM

Thank you for confirming that I am not responsible for the balance on this account. I appreciate this clarification. However, before I proceed with setting up a new account, I still need further clarification on several key issues.

1. Written Confirmation That No Balance Will Be Transferred

- I need explicit written confirmation that none of the existing balance on the current account will be transferred to my new account. I do not want to proceed with setting up service in my name until I have this in writing.

2. Request for a Refund of Overpayments

- Since you have acknowledged that I was not responsible for this balance, I am formally requesting a refund of all payments I made toward this balance over the years. These payments were made under threat of disconnection, despite the fact that I was not legally responsible for them. I need this issue resolved so I can pay my current electric bill without additional financial strain.

3. Request for Full Account History

- While I appreciate the information provided regarding balance transfers, I am requesting a full and detailed account history, including:
 - A breakdown of my actual electricity usage versus payments I made.
 - The full history of how and why balances were transferred between accounts.
 - The legal basis for these transfers.

4. Formal Acknowledgment of ADA Accommodations

- I have repeatedly requested to handle my account via email due to my disability, and for years, this request was denied. First Energy only accommodated this request after I filed a complaint with the PUC.
- I am requesting written confirmation that all future communication regarding my account will be handled via email as a formal ADA accommodation. This is a reasonable request under the Americans with Disabilities Act (ADA).

5. Pending PUC Response

I have followed up with the Pennsylvania Public Utility Commission (PUC) regarding my complaint and the ongoing lack of resolution. It became clear that they had only received a limited version of events from First Energy and were not fully aware of the key issues I raised. I have now provided them with all relevant documentation, including my full email correspondence, to ensure they have a complete and accurate understanding of the situation. I will update them again based on your response.

Once these issues are addressed, I will proceed with applying for service in my name. Please confirm in writing that no balance will be transferred, provide details on the refund process, confirm my ADA accommodation, and ensure that I receive the full account history.

Thank you for your time, and I look forward to your response.

Sincerely,
Clark O'Donnell

[Quoted text hidden]

Exhibit C

BCS Decision No. 4037898 (Account Transfer and Phone Requirement Admissions)

Commission precedent regarding the Commission's authority to entertain alleged violations of the ADA is well-settled. The Commission lacks jurisdiction to enforce the ADA. *White v PPL Electric Utilities Corp.*, Docket No. C-2019-3003468 (Opinion and Order entered May 21, 2020); *Mousios v Metropolitan Edison Company*, Docket No. C-2019-3007989 (Opinion and Order entered April 24, 2025).

By way of further response, the Company avers that in January 2025 it did accept the Complainant's application for service *via* email rather than *via* phone. However, there are certain transactions that can only be performed by speaking with a representative in the Call Center.

5. To the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than requests for relief, any such allegation of fact is denied. This paragraph contains a prayer for relief to which no response is required. The Respondent specifically denies that Complainant is entitled to the relief requested.

6. No response required.

7a. Admitted that the present Formal Complaint is a timely appeal of the Decision of the Commission's Bureau of Consumer Services (BCS) which *inter alia*, upheld the Company's identification requirements for the Complainant to establish service in his name and noted that the Company was not holding the Complainant liable for the Customer's Account balance. A copy of BCS Decision No. 4037898, closed March 24, 2025, is provided as Attachment 3.

Case Origin	Universal Service	Income
PUC WEBSITE	No	CustIncome - \$2451
Source	Business Name	
	CLARK ODONNELL	

Reason For Contact

PEOPLE-DELIVERED SERVICE (I.E., SCHEDULING DELAYS, PERSONNEL, DAMAGES) (# 58)

Case Problem

I AM FILING THIS COMPLAINT AGAINST FIRSTENERGY/WEST PENN POWER FOR THEIR REFUSAL TO PROVIDE REASONABLE ACCOMMODATIONS UNDER THE AMERICANS WITH DISABILITIES ACT (ADA). I HAVE REPEATEDLY REQUESTED TO COMMUNICATE WITH THEIR CUSTOMER SERVICE TEAM VIA EMAIL DUE TO A DISABILITY THAT PREVENTS ME FROM MAKING PHONE CALLS, BUT THEY HAVE CONSISTENTLY DENIED THIS REQUEST.

THE ISSUE BEGAN ON NOVEMBER 7, 2024, WHEN I CONTACTED THE COMPANY TO ADDRESS MY INABILITY TO AFFORD MY CURRENT POWER BILL AND REQUESTED ASSISTANCE WITH A PAYMENT PLAN. I INFORMED THEM THAT I CANNOT MAKE PHONE CALLS AND REQUIRE EMAIL COMMUNICATION AS AN ACCOMMODATION. DESPITE THIS, THEY INSISTED THAT I MUST CONTACT THEM BY PHONE AND SUGGESTED I RELY ON FAMILY OR FRIENDS TO MAKE CALLS ON MY BEHALF. THIS IS NOT A REASONABLE OR ACCEPTABLE SOLUTION, AS IT DENIES ME INDEPENDENT ACCESS TO ESSENTIAL SERVICES.

I HAVE EXPLAINED MY SITUATION MULTIPLE TIMES OVER THE PAST TWO MONTHS AND PROVIDED AMPLE OPPORTUNITY FOR THE COMPANY TO RESOLVE THIS ISSUE. THEIR LATEST EMAIL RESPONSE, DATED JANUARY 7, 2025, ONCE AGAIN REFUSED TO ASSIST ME VIA EMAIL AND QUESTIONED THE LEGITIMACY OF MY DISABILITY, DESPITE MY CLEAR EXPLANATIONS.

THIS REFUSAL TO ACCOMMODATE MY DISABILITY HAS CAUSED SIGNIFICANT STRESS AND CREATED BARRIERS TO RESOLVING MY ACCOUNT, LEAVING ME AT RISK OF LOSING ACCESS TO ESSENTIAL UTILITY SERVICES. THEIR ACTIONS ARE DISCRIMINATORY AND IN VIOLATION OF FEDERAL ACCESSIBILITY REQUIREMENTS UNDER THE ADA.

- RELIEF SOUGHT - I NEED TO KNOW WHY THE ACCOUNT, CURRENTLY IN MY MOTHER'S NAME (SHE LIVES NEXT DOOR AND DOESN'T PAY THIS BILL), HASN'T BEEN TRANSFERRED TO MY NAME. I'VE BEEN PAYING OVER \$300/MONTH FOR YEARS FOR A BALANCE I DIDN'T RUN UP AND CAN NO LONGER AFFORD. I'M DISABLED, ON MAWD, AND HAVE A LIMITED INCOME—\$800 IS NEARLY MY ENTIRE PAYCHECK. I'VE TRIED TO SET UP A PAYMENT PLAN VIA EMAIL FOR 2 MONTHS WITHOUT SUCCESS. I'M REQUESTING ACCOUNT CLARIFICATION, AN AFFORDABLE PAYMENT PLAN, AND EMAIL COMMUNICATION. THE EMAIL ADDRESS ODONNELLCLARK.J@GMAIL.COM HAS BEEN ALLOWED TO BE SHARED.

Company Position

01/07/2025 CUSTOMER MUST AND/OR RELY ON OTHERS TO CALL COMPANY FOR COMMUNICATION.

THE ACCOUNT REMAINS IN HIS MOTHER'S NAME BECAUSE IT CAN'T BE TRANSFERRED UNTIL THE BALANCE IS PAID.

Related Information

Misc. Info.

Exhibit D

Shut-off Notice Sent June 17, 2025



Clark O'Donnell <odonnellclark.j@gmail.com>

Your account is past due.

1 message

West Penn Power Customer <WPCustomer@wp.firstenergycorp.com>
To: odonnellclark.j@gmail.com

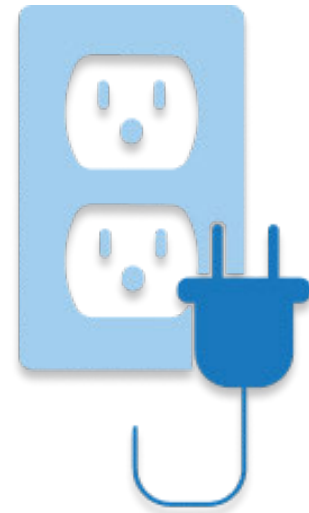
Tue, Jun 17, 2025 at 1:02 PM



Acct No: *****1360
Service Address: 865 LTL
DEER CRK VLY RD LTL
RUSSELLTON PA 15076

Your bill includes a past due balance

Hi Jean,
You have an overdue balance of \$186.00 that needs to be paid before 06/23/2025. Otherwise, service may be shut off



Please be advised that your total account balance may be higher than the amount shown here.

By clicking [here](#), you can make a payment using any of the following methods: saving or checking account, credit or debit card, Google, or Apple Pay.

We sent you a notice on 06/09/2025 explaining that payment must be made to prevent service disconnection. If you cannot afford to make a full payment, you may be eligible for financial assistance, but you must apply! Also, if you or your family member has a medical condition or you are

a victim of domestic violence*, you may be eligible for additional protections. Please visit firstenergycorp.com for more information.

*Regulatory for Pennsylvania only

This is an attempt to provide information to assist you in resolving your outstanding debt and guaranteeing service. Any information obtained will be used for that purpose.

Customer Care Hours of Operation:
Monday – Friday 8AM ET – 6PM ET

Phone Number: **1-800-736-3404**

Ways to Stay Connected

Payment Options:

View a summary of the various methods by which you can pay your bill.

Log In

Assistance Programs:

There are a variety of options such as payment assistance programs, medical needs assistance, and special arrangements that are available to help you pay your bill.

Apply Now

Contact Us



Contact us at firstenergycorp.com



Click here for more information



1-800-736-3404

[View your monthly bill inserts](#), which include state-mandated messages, newsletters and other important information.

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

You are receiving this message because you signed up for FirstEnergy communications.

Please do not reply, as this message is sent from an inbox that is not monitored.

If you no longer want to receive emails from FirstEnergy, [unsubscribe here](#).

Exhibit F

Consecutive Monthly Payments to FirstEnergy (January–June 2024)

Thursday, June 20th, 2024



First Energy

7:04 AM • General utilities

-\$360.75

Thursday, May 23rd, 2024



First Energy

5:02 PM • General utilities

-\$360.75

Wednesday, April 24th, 2024



Firstenergy/Ezpay Web

10:39 PM • General utilities

-\$360.75

Friday, March 29th, 2024



Firstenergy/Ezpay Web

4:23 PM • General utilities

-\$360.75

Wednesday, February 28th, 2024



Firstenergy/Ezpay Web

11:28 PM • General utilities

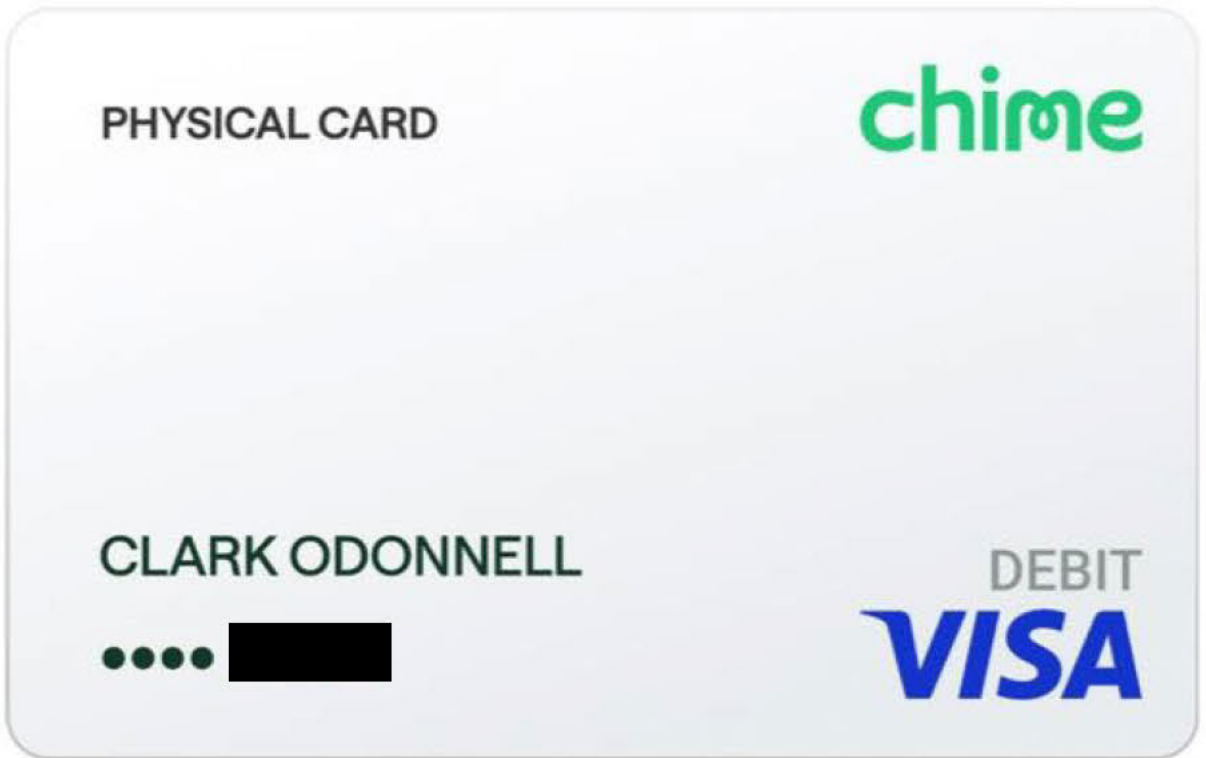
-\$360.75

Wednesday, January 31st, 2024


Exhibit G

Debit Card Screenshot Showing Name and Last Four Digits (7940)

< Physical debit card



 Show number

 Freeze physical card

 Change PIN [>](#)

 Replace card [>](#)

Exhibit H

Bank Screenshot Showing \$325.75 Payment to FirstEnergy on October 10, 2024

Bank screenshot showing \$325.75 payment to FirstEnergy on October 10, 2024, confirming continued payment until the formal dispute in November.

8:55



-\$325.75

First Energy

Thu, Oct 10, 2024 • 7:38 AM

Account

Checking

Category

General utilities

Description

First Energy
Akron, OH, US

Card

Exhibit I

Screenshot of MAWD Enrollment and \$96.00 Monthly Premium (Proof of Low-Income Status)



MAWD Recipient Information

MAWD Recipient Name

CLARK J O'DONNELL

MAWD Recipient Date of Birth

[REDACTED]

MAWD Monthly Premium

\$ 96.00

MAWD Total Payment Due

\$ 96.00

Amount you want to pay (Select payment option below)

Premium payments are due in full each month. If you do not pay the total amount due, your Medical Assistance benefits may be discontinued. If you feel the amount is incorrect or you cannot pay your premium due to hardship, please contact your County Assistance Office or the Customer Service Center at 1-877-395-8930 or 215-560-7226 (if you live in Philadelphia).

Total Payment Due

\$ 96.00

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Clark O'Donnell	:	
	:	
v.	:	F-2025-3054625
	:	
FirstEnergy Pennsylvania Electric Company	:	

**INTERIM ORDER
GRANTING IN PART AND DENYING IN PART MOTION TO STRIKE AND
ADMITTING TESTIMONY INTO THE RECORD**

On April 14, 2025, Clark O'Donnell (Complainant) filed a formal complaint against FirstEnergy Pennsylvania Electric Company (FirstEnergy or Respondent) alleging that the company is threatening to terminate his service and holding him responsible for charges in the name of Jean O'Donnell. He also alleged that Respondent refused to provide reasonable accommodation for his disability by ensuring that all communication with him is conducted by email. He contends that phone communication is not accessible to him. The Complainant also requests that any hearings or interactions related to his complaint be conducted through email correspondence or written documentation. By order entered on June 9, 2025, I directed the Complainant to provide documentation substantiating his disability. That order also directed the Parties to confer and attempt to agree upon any reasonable accommodation for the hearing process.

By email dated June 16, 2025, the Complainant provided documentation in support of his request for an accommodation. On June 17, 2025, counsel for Respondent reported that she had consulted with Complainant and that the Parties agreed to submit written testimony of factual witnesses in lieu of participating in a telephonic hearing. Respondent also advised that the Parties have agreed to waive any cross-examination of those witnesses, obviating the need for a telephonic hearing to be scheduled and that the Parties agree that under

this arrangement, any objections would be handled through written objections or motions to strike testimony.

By interim order entered on June 18, 2025, I set a schedule for the exchange of written testimony and evidentiary motions.

The Complainant served his own Direct Testimony on July 1, 2025, which included Exhibits A through I. On July 21, 2025, Respondent served the written Direct Testimony of Charles Howlett and Exhibits CH-1 through CH-7 and written Direct Testimony of Rachel Sukhu and Exhibits RS-1 through RS-4.¹ The Complainant served his Responsive Written Testimony on August 11, 2025, which included Exhibits J-L.

Respondent filed a Motion to Strike Portions of Complainant's Written testimony on August 18, 2025. The Complainant filed an Answer in Opposition to Respondent's Motion to Strike on August 25, 2025.

Respondent moves to strike Section VI of his Direct Testimony and Exhibits A and E. Respondent argues that this material is hearsay as it relates to communication involving the Complainant's request for an accommodation of his disability by submitting written testimony in lieu of oral testimony at a hearing. The Complainant contends that this material is not hearsay but supports his allegations of retaliation by the Respondent.

Respondent's motion to strike Paragraphs 3, 4 and 5 on page 4 of the Complainant's Direct Testimony will be granted. Similarly, Respondent's motion to strike Complainant's Exhibits A and E are granted. This testimony and exhibits are not relevant to the claims made in the Complainant's complaint but were submitted in support of the Complainant's accommodation request to support his complaint with written testimony rather than by oral testimony.

¹ The Respondent served an Errata on July 22, 2025, to correct errors in the testimony and exhibits that were served on July 21, 2025.

Respondent also seeks to strike portions of the Complainant's testimony related to the Americans with Disabilities Act (ADA), as well as the Complainant's requests for relief. The Respondent also seeks to strike pages 11-13 of the Complainant's Responsive Written Testimony because it is repetitive. The motion to strike references to the ADA, pages 11-13 of the Complainant's Responsive Written Testimony and the Complainant's requests for relief are denied.

Respondent finally seeks to strike pages 10-11 and Exhibit K of Complainant's Responsive Written Testimony relating to Respondent's termination of service on July 24, 2025. The Complainant contends that the July termination of service is not a new issue but is evidence of the consequences of the Respondent's course of conduct.

The motion to strike Section VI on pages 10-11 and Exhibit K of Complainant's Responsive Written Testimony will be granted. I agree that the Complainant is raising a new allegation of misconduct by the company. The Respondent has not had an opportunity to investigate or respond to the Complainant's allegation, and it is well beyond the scope of the claims made in his April 14, 2025, complaint.

THEREFORE,

IT IS ORDERED:

1. That the Respondent's Motion to Strike Paragraphs 3, 4 and 5 on page 4 of the Complainant's Direct Testimony and Complaint's Exhibits A and E is granted.

2. That the Respondent's Motion to Strike pages 10-11 and Exhibit K of the Complainant's Responsive Testimony is granted.

3. That the Respondent's Motion to Strike is denied in all other respects.
4. That the Complainant's Written Direct Testimony, except for Paragraphs 3, 4 and 5 on page 4, is admitted into the record.
5. That the Complainant's Written Direct Testimony Exhibits B, C, D, F, G, H and I, are admitted into the record.
6. That the Complainant's Responsive Written Testimony except Section VI on pages 10 and 11, is admitted into the record.
7. That the Complainant's Responsive Written Testimony Exhibit J is admitted into the record.
8. That the Respondent's Statement No. 1, Direct Testimony of Charles Howlett, and Exhibits CH-1 through CH-7, are admitted into the record.
9. That Respondent's Statement No. 2, Direct Testimony of Rachel N. Sukhu, and Exhibits RS-1 through RS-4, are admitted into the record.
10. The Complainant shall prepare copies of the July 1, 2025, Written Direct Testimony and August 11, 2025, Responsive Testimony to remove or strike the portions of the testimony that were stricken in the above ordering paragraphs. The Complainant may not add any additional testimony or exhibits to the served testimony.
11. That the Motion to Strike and Answer to the Motion to Strike filed by the parties are in the Commission's public record. Any party wishing to protect information in the

Motion and Answer or in written testimony from the public record shall file a motion for protective order promptly.

12. That the Complainant shall file July 1, 2025, Written Direct Testimony and August 11, 2025, Responsive Testimony, as prepared in compliance with Paragraph 10, above and **admitted** exhibits with the Commission's Secretary's Bureau on or before September 10, 2025. **A copy of this order must be attached to the filing.**

13. That the Respondent shall file Statement No. 1, Direct Testimony of Charles Howlett, and Exhibits CH-1 through CH-7, and Statement No. 2, Direct Testimony of Rachel N. Sukhu, and Exhibits RS-1 through RS-4, with the Commission's Secretary's Bureau on or before September 10, 2025. **A copy of this order must be attached to the filing.**

14. A separate order closing the record will be issued after all the admitted testimony and exhibits have been filed.

Date: August 27, 2025

/s/
Mary D. Long
Administrative Law Judge

**F-2025-3054625 - CLARK O'DONNELL v. FIRSTENERGY PENNSYLVANIA
ELECTRIC COMPANY**

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