**PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Harrisburg, PA 17105-3265**

 Public Meeting held April 4, 2013

Commissioners Present:

 Robert F. Powelson, Chairman

 John F. Coleman, Jr., Vice Chairman

 Wayne E. Gardner

 James H. Cawley

 Pamela A. Witmer

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| Pennsylvania Public Utility Commission,Bureau of Investigation and Enforcement  v.PPL Electric Utilities Corporation |  |   M-2012-2264635 |

#  Opinion and Order

**BY THE COMMISSION:**

 Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is a proposed Settlement Agreement (Settlement), filed on April 23, 2012, by the Commission’s Bureau of Investigation and Enforcement (I&E) and PPL Electric Utilities Corporation (PPL or Company) (collectively, the Parties) with respect to an informal investigation conducted by I&E. Both Parties submitted a Statement in Support of the Settlement. Also before the Commission are the Comments filed by the Pennsylvania Public Utility Law Project (PULP) on October 3, 2012.[[1]](#footnote-1) PPL filed a Reply to the Comments of PULP (Reply Comments) on October 17, 2012.[[2]](#footnote-2)

**History of the Proceeding**

 On October 21, 2011, at the request of the Commission’s Bureau of Consumer Services (BCS), I&E instituted an informal investigation pertaining to PPL’s submission of a report on August 4, 2011, pursuant to the Commission’s Secretarial Letter of January 16, 2009, regarding *Interim Reporting Requirements for Regulated Electric and Gas Utilities to File Reports Regarding any Incidents Involving Death at Locations Where Residential Utility Service Has Been Terminated* at Docket No.
M-2009-2084013.[[3]](#footnote-3) The informal investigation concerned a residential account that had been terminated for non-payment on May 24, 2011, and again on June 20, 2011, when an unauthorized reconnection was discovered. PPL was informed by the property owner that the customer passed away at his residence on August 2, 2011.

 Based on its investigation, I&E determined that PPL may have violated Section 1501 of the Public Utility Code (Code), 66 Pa. C.S. § 1501, certain provisions of Chapter 14 of the Code, and certain provisions of Chapter 56 of the Commission’s Regulations during contacts with the customer prior to and after termination of service. As a result of negotiations between I&E and PPL, the Parties filed the proposed Settlement on April 23, 2012.

 In the *September 2012 Order*, the Commission issued the proposed Settlement for comment. As previously noted, PULP filed Comments on October 3, 2012. PPL filed Reply Comments on October 17, 2012.

**Background**

PPL sent the customer a notice of overdue balance on May 2, 2011, with termination of electric service scheduled for May 19, 2011. Settlement at 4. On May 9, 2011, the customer contacted a PPL Customer Service Representative (CSR) and agreed to a payment arrangement. *Id*. at 4-5. As a result, the termination date on the customer’s account was extended to June 3, 2011. The customer was informed of the extension during a phone call to a PPL CSR on May 20, 2011. On May 19, 2011, PPL had removed the grace extension when another person living in the customer’s household called to put service in her name. *Id*. at 5. The customer was not informed of the removal of the extension because the CSR did not check the appropriate computer information screen showing that PPL had removed the extension. *Id*. at 5-6. On May 24, 2011, the customer’s electric service was disconnected for non-payment with an amount due of $5,325.71. *Id*. at 6.

Soon thereafter, on May 24, 2011, the customer called and spoke to PPL CSRs during a series of phone calls. The Company did not restore service or classify the customer’s claim as a “dispute” as defined in the Commission’s Regulations during these calls. The CSRs also did not ask whether the customer was “satisfied” at the conclusion of the calls, nor did they provide medical certification information to the customer when he indicated that he needed electric service because of his health. *Id*. at 6-9.

On May 25, 2011, the customer’s service was reconnected without the authorization or knowledge of PPL. On June 20, 2011, the Company again terminated service to the customer and placed a security lock on the meter. *Id*. at 10. On August 3, 2011, PPL was advised telephonically that Mr. Eberly had died. “The newspaper obituary indicated that Mr. Eberly had died of natural causes at the age of 45.” *Id.* at 4. Based on the findings of the investigation, had this matter been litigated, I&E would have alleged, *inter alia*, that PPL failed to: (1) exercise good faith and fair judgment in attempting to equitably resolve the matter; (2) restore service within twenty-four hours of the erroneous termination; (3) determine whether the customer was satisfied at the conclusion of contacts made with CSRs; (4) fully investigate the customer’s dispute or initiate utility company dispute procedures; and (5) provide the customer with the information necessary for making an informed decision. *Id*. at 11-14.

While PPL fully cooperated with the investigation, PPL does not admit to any of these allegations. However, PPL recognizes the seriousness of the allegations and acknowledges that the acts alleged, if committed, may constitute violations of certain legal requirements. *Id*. at 15.

**Terms of the Proposed Settlement**

 Pursuant to the proposed Settlement, PPL will deliver targeted training to its call center personnel, including its CSRs, to review its policy and procedure for customers with disputes, including identification of what qualifies as a dispute and the handling of a customer dispute concerning erroneous termination of service. PPL will also provide to BCS copies of its monthly call monitoring reports, which contain results that assess CSR teams regarding their responsibilities to identify disputes and customer satisfaction levels. In addition to these call monitoring initiatives, PPL will host Commission staff on dates and times of the Commission’s choosing for the purpose of directly monitoring incoming calls to PPL’s call centers. Further, PPL agrees to conduct “situational workshops” for its Customer Contact Center supervisors for the purpose of presenting and discussing dispute identification and handling. Finally, PPL will pay the Commission a civil settlement amount of $30,000 and make a contribution of $15,000 to its Operation HELP hardship fund. *Id*. at 16-20.

 I&E agrees to forbear from initiating a formal complaint relative to the allegations that are the subject of the proposed Settlement. The proposed Settlement would not, however, affect the Commission’s authority to receive and resolve any formal or informal complaints filed by any affected party with respect to the incident, except that no further sanctions may be imposed by the Commission for any actions identified in the proposed Settlement. Settlement at 20. The proposed Settlement provides that none of its provisions or statements shall be considered as an admission of any fact or culpability. *Id.* at 22. The proposed Settlement makes no findings of fact or conclusions of law, and, therefore, it is the Parties’ intent that the proposed Settlement and the related Statements in Support not be admitted as evidence in any potential civil proceeding regarding this matter*.* *Id.* at 23.

The proposed Settlement is conditioned on the Commission’s approval without modification of any of its terms or conditions. *Id.* at 21. If the Commission does not approve the proposed Settlement, or makes any change or modification to the proposed Settlement, either Party may elect to withdraw from the proposed Settlement. *Id.* at 22.

**Discussion**

Initially, we note that any issue or argument that we do not specifically delineate shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the Parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *also see, generally*, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

**Comments on the Proposed Settlement**

In its Comments, PULP avers that past settlements with PPL, which contained similar terms to the proposed Settlement, have not been adequate to modify PPL’s customer service behavior, to achieve compliance with the Code or Commission Regulations, or to deter violations. Comments at 2-3. As such, PULP requests that the Commission either reject the proposed Settlement as not being in the public interest or modify the proposed Settlement’s terms and penalties. *Id*. at 3. In support of its position, PULP discusses several prior proceedings in which the Commission approved settlements to resolve alleged violations by PPL.[[4]](#footnote-4) *Id*. at 4-7. PULP specifically avers that the requirement that PPL train its CSRs on customer dispute rights is appropriate, but PPL has made similar commitments in prior settlements, and the customer service issues continue to persist and have not been adequately addressed by the Company.

PULP additionally avers that the alleged violations in this case are significant enough to require “substantive deterrents.” *Id*. at 7. PULP states that the non-financial terms of the proposed Settlement (which include additional training for CSRs on customer disputes; call monitoring initiatives; Commission visits to the call centers for direct monitoring of incoming calls; and situational workshops to discuss customer disputes), are appropriate, but they appear to be inadequate to deter future violations. *Id*. at 7-8. PULP believes that there is a need for additional corrective measures, longer monitoring of operations, and heightened penalties and contributions in order to adequately prevent future incidents. *Id*. at 8.

 Further, PULP asserts that, with regard to the financial terms of the proposed Settlement, greater sanctions must be included in the proposed Settlement in order to incentivize PPL to modify its customer representative practices. *Id*. at 10. PULP recommends that the Commission consider a contribution of $100,000 or more by the Company to the expansion of its Low Income Usage Reduction Program (LIURP) known as WRAP. PULP avers that a significant contribution paid by the shareholders will be noticed and will provide additional incentives for service quality improvement. PULP states that a contribution to LIURP will also serve the public purposes of reducing electric usage, assisting low income customers, and reducing the costs of other ratepayers who pay the costs of other customer assistance programs. *Id*. at 11.

 In its Reply Comments, PPL initially states that the Commission should not exercise its authority to propose changes to the proposed Settlement. Reply Comments at 4. PPL believes that, if the Commission begins a practice of proposing changes to settlement agreements, parties will be discouraged from settling because they will face substantial uncertainty regarding whether settlement agreements will be accepted or modified. *Id*. at 5-6. PPL avers that eliminating uncertainty is a significant factor that a party considers when determining whether to enter into a settlement agreement. PPL states that the proposed Settlement in this case should be approved, without modification, because it is in the public interest. *Id*. at 6.

 In addition, PPL asserts that PULP’s recommendations are not appropriate and should be rejected by the Commission. First, PPL states that PULP’s proposed non-financial modifications to the proposed Settlement should be rejected. *Id*. at 7. PPL states that, although the prior Commission-approved settlements involving PPL provided for specific measures to improve customer service, the customer service commitments in those prior settlements are different than those agreed to by PPL in this proceeding. PPL also states that PULP has failed to demonstrate that the customer service measures adopted in the prior settlements did not improve customer service or that the violations alleged in those proceedings have recurred. *Id*. at 8. PPL avers that the measures included in this proposed Settlement have been tailored to address improvements to specific areas of the Company’s customer service operations and procedures which were identified by the Parties to this proceeding, and PPL submits that these improvements may further enhance the Company’s quality of customer service. *Id*. at 9.

 Second, PPL avers that PULP’s proposed financial modifications to the proposed Settlement should also be rejected. PPL asserts that PULP’s proposed $100,000 contribution amount exceeds the maximum civil penalty amount that may be assessed under Section 3301 of the Code, 66 Pa. C.S. § 3301. *Id* at 9-10. PPL additionally asserts that PULP’s proposal to increase the contribution amount by $100,000 is inconsistent with the Commission’s Policy Statement at 52 Pa. Code
§ 69.1201, which sets forth ten factors that the Commission may consider in evaluating whether a fine for violating a statute, Commission Order or Regulation is appropriate, as well as if a proposed settlement for a violation is reasonable and approval of the settlement agreement is in the public interest. *Id*. at 11-16.

 PPL additionally avers that PULP’s recommendation that the Company pay the $100,000 contribution to LIURP should be rejected. PPL states that PULP disregards the Company’s commitment in the proposed Settlement to pay a contribution of $15,000 to Operation HELP, which will further assist low-income customers. Moreover, PPL explains that all of its current universal service programs (including WRAP) and their funding levels have been approved by the Commission. *Id*. at 16. PPL notes that its 2011-2013 Universal Service and Energy Conservation Plan (Plan) will remain in effect as approved through the end of 2013, and that, on June 1, 2013, it will submit its Plan for 2014-2016 to the Commission for review. PPL explains that its Plan is reviewed every three years, and it proposes any necessary changes to its current programs and services for low-income customers during the triennial Plan review process. PPL indicates that the triennial Plan review process is the appropriate forum for addressing changes to universal service programs, including funding levels for WRAP. PPL avers that PULP has failed to demonstrate that PPL’s LIURP program is not adequately funded, particularly because the Company has significantly increased its funding for LIURP and similar weatherization services provided under Act 129 to reflect the increase in the low-income customer population. *Id*. at 17.

**Analysis of the Proposed Settlement under the Policy Statement**

 Pursuant to our Regulations at 52 Pa. Code § 5.231, it is the Commission’s policy to promote settlements. The Commission must, however, review proposed settlements to determine whether the terms are in the public interest. *Pa. PUC v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004); *Pa. PUC v. CS Water and Sewer Assoc.*, 74 Pa. P.U.C. 767 (1991); *Pa. PUC v. Philadelphia Electric Co.*, 60 Pa. P.U.C. 1 (1985).

The Commission has promulgated a Policy Statement at 52 Pa. Code

§ 69.1201 that sets forth ten factors to be considered in evaluating whether a civil penalty[[5]](#footnote-5) for violating a Commission order, regulation or statute is appropriate, as well as if a proposed settlement for a violation is reasonable and approval of the settlement agreement is in the public interest. The Policy Statement sets forth the guidelines we use when determining whether, and to what extent, a financial sanction is warranted. In this case, application of these guidelines supports approval of the proposed Settlement.

The first factor we may consider is whether the conduct at issue is of a serious nature. 52 Pa. Code § 69.1201(c)(1). “When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.” *Id*. In this case, PPL’s alleged actions included terminating electric service to the customer prior to the date on which the Company informed the customer that service would be terminated for non-payment; failing to restore service within twenty-four hours of the erroneous termination; and failing to classify the customer’s calls to the Company as a legitimate dispute, which should have resulted in at least a temporary postponement of the termination of the customer’s service. Settlement at 12-14; I&E Statement in Support at 9. While it does not appear that PPL’s actions constitute willful fraud or misrepresentation, we find that any erroneous termination of essential utility service is a serious concern. Accordingly, PPL’s actions here support a serious sanction.

The second factor we may consider is whether the resulting consequences of the conduct are of a serious nature. 52 Pa. Code § 69.1201(c)(2). “When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.” *Id.* We find that the erroneous termination of electric service to the residential customer in this case is serious, particularly when the termination occurred much earlier than the customer was anticipating. Although the customer was informed that his electric service would be terminated on June 3, 2011, PPL disconnected the service on May 24, 2011. Settlement at 4, 5. We find that the resulting consequences of the Company’s actions support a serious sanction.

The third factor pertains to litigated cases only. 52 Pa. Code
§ 69.1201(c)(3). Because this proceeding was settled prior to an evidentiary hearing, this factor is not applicable to this proposed Settlement.

The fourth factor we may consider is whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered. 52 Pa. Code § 69.1201(c)(4). In this case, I&E submits that, as part of the proposed Settlement, PPL has agreed to take actions to modify its internal practices and procedures. For instance, PPL will deliver targeted training to its call center personnel, including its CSRs, to review its policy and procedure for customers with disputes, including identification of what qualifies as a dispute and the handling of a customer dispute concerning erroneous termination of service. PPL will also provide to BCS copies of its monthly call monitoring reports, which contain results that assess CSR teams regarding their responsibilities to identify disputes and customer satisfaction levels. In addition to these call monitoring initiatives, PPL will host Commission staff on dates and times of the Commission’s choosing for the purpose of directly monitoring incoming calls to PPL’s call centers. Further, PPL will conduct “situational workshops” for its Customer Contact Center supervisors for the purpose of presenting and discussing dispute identification and handling. Settlement at 16-19; I&E Statement in Support at 11. These commitments demonstrate that PPL is taking appropriate action to address the quality of its customer service.

The fifth factor we may consider is the number of customers affected and the duration of the violation. 52 Pa. Code § 69.1201(c)(5). It appears that only one customer was affected by the customer service provided by the Company during a series of telephone contacts between the customer and the Company’s CSRs on May 24, 2011. The customer’s service was ultimately terminated ten days prior to when the customer was informed his service would be terminated. Considered as a whole, this factor does not support a serious financial sanction.

We may also consider the compliance history of the regulated entity which committed the violation. 52 Pa. Code § 69.1201(c)(6). We have reviewed our records regarding complaints against, and investigations of, PPL. Since the end of 2009, the Commission has approved three settlements involving allegations of customer service violations by PPL. Among other things, these allegations included an erroneous termination of a customer’s account, failure to explain and provide all service restoration requirements, failure to explain the medical certification process, failure to advise a customer about customer assistance programs, failure to determine customer satisfaction at the conclusion of a call, failure to initiate dispute procedures prior to termination, and failure to attempt to negotiate a reasonable payment arrangement. In each instance, the parties reached a settlement wherein PPL would pay a civil penalty and a contribution to its Operation HELP hardship fund and commit to various remedial measures, including training for its call center personnel and modifications to its procedures for handling customer calls. *See,* *Pa. PUC Law Bureau Prosecutory Staff v. PPL Electric Utilities Corporation,* Docket No.M-2011-2196342 (Order entered October 14, 2011) (approving a settlement that included a $5,000 civil penalty and a $10,000 contribution to Operation HELP); *Pa. PUC Law Bureau Prosecutory Staff v. PPL Electric Utilities Corporation*, Docket No. M-2009-2058182 (Order entered November 23, 2009) (approving a settlement that included a $50,000 civil penalty and a $400,000 contribution to Operation HELP, spread over two years); *Pa. PUC Law Bureau Prosecutory Staff v. PPL Electric Utilities Corporation*, Docket No. M-2009-2059414 (Order entered November 23, 2009) (approving a settlement that included a $1,000 civil penalty and a $20,000 contribution to Operation HELP). While we are concerned that the proceedings above may be indicative of a pattern of customer service violations by the Company, we will not modify or disapprove the proposed Settlement based on PPL’s compliance history.

Another factor we may consider is whether the regulated entity cooperated with the Commission’s investigation. 52 Pa. Code § 69.1201(c)(7). According to I&E, the proposed Settlement was amicably negotiated, and PPL has made good faith efforts to comply with the Commission’s Regulations. I&E Statement in Support at 12.

In addition, we may consider the amount of the civil penalty necessary to deter future violations, as well as past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(8) and (c)(9). In this case, PPL has agreed to pay a civil settlement amount of $30,000 and make a contribution of $15,000 to its Operation HELP hardship fund. As the Parties have agreed, PPL will not seek recovery of any portion of this payment or contribution in a future ratemaking proceeding. Settlement at 20. This amount is consistent with our prior decisions discussed herein, in which we approved settlements involving allegations of customer service violations by PPL. This amount is higher in proportion to the amounts we have approved in prior settlements in order to sufficiently deter future similar violations. Given that PPL has also agreed to various training and call monitoring initiatives to improve the quality of its customer service, we find that this amount is appropriate under the circumstances.

The tenth factor we may consider is other relevant factors. 52 Pa. Code

§ 69.1201(c)(10). We are not aware of any other relevant factors in this case.

For the reasons set forth above, after reviewing the terms of the proposed Settlement, we find that approval of the proposed Settlement is in the public interest and is consistent with the terms of our Policy Statement and our past decisions.

**Disposition of the Comments**

 This is an appropriate point at which to address PULP’s Comments and PPL’s Reply Comments. First, we will address PULP’s concern that the non-financial terms of the proposed Settlement are similar to terms in prior settlements with PPL and appear to be inadequate to deter future violations. Based on our review of the prior settlements referenced herein, we find that, while all of those cases involved customer service issues, many of the alleged violations in those cases were different from the alleged violations in this case, which stemmed from PPL’s early termination of a customer’s service for non-payment. PPL’s commitments in the current settlement include different remedial measures than it has agreed to in the past in order to directly address the alleged violations in this case. We believe that some of PPL’s commitments are also more stringent than its past commitments, such as the agreement to host Commission staff for the purpose of directly monitoring incoming calls to PPL’s call centers. We conclude that, based on the evidence in this case, the non-financial settlement terms are in the public interest as they may serve to enhance the quality of the Company’s customer service.

 Second, we will address PULP’s averment that, with regard to the financial terms of the proposed Settlement, greater sanctions are needed to incentivize PPL to modify its customer representative practices. While it is unclear whether or not PULP is asking us to increase the civil settlement amount in this case, we decline to do so. As discussed previously, we believe the civil settlement amount is sufficient to deter future violations and is consistent with our Policy Statement and our prior decisions.

 PULP also specifically recommends that the Commission consider a contribution of $100,000 or more by the Company to the expansion of its LIURP, known as WRAP. While we agree with PULP’s description of the benefits of low-income weatherization programs, we decline to modify the proposed Settlement as PULP suggests. We have serious reservations about the Commission’s statutory authority to grant the relief requested. Moreover, Parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. We are not inclined, under the circumstances in this case, to disturb the proposed Settlement by adding a requirement that PPL make a contribution of $100,000 or more to LIURP.

**Conclusion**

It is the Commission’s policy to promote settlements. 52 Pa. Code § 5.231. The Parties herein have provided the Commission with sufficient information upon which to thoroughly consider the terms of the proposed Settlement. Based on our review of the record in this case, including the Joint Petition for Settlement and the Statements in Support thereof, as well as the Comments and Reply Comments filed in response to our *September 2012 Order*, we find that the proposed Settlement is in the public interest and should be approved; **THEREFORE**,

**IT IS ORDERED:**

1. That the Settlement Agreement entered into between the Pennsylvania Public Utility Commission’s Bureau of Investigation and Enforcement and PPL Electric Utilities Corporation, filed on April 23, 2012, is approved.

2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa. C.S. § 3301, within thirty (30) days of receipt of the Commission’s final Opinion and Order, PPL Electric Utilities Corporation shall pay a civil settlement amount of $30,000. Said check or money order shall be made payable to “Commonwealth of Pennsylvania” and sent to:

Secretary

Pennsylvania Public Utility Commission

P.O. Box 3265

Harrisburg, PA 17105-3265

3. That a copy of this Opinion and Order be served upon the Financial and Assessment Chief, Office of Administrative Services.

4. That PPL Electric Utilities Corporation shall make a contribution of $15,000 to its Operation HELP hardship fund, in accordance with the Settlement Agreement. PPL Electric Utilities Corporation shall notify the Commission that it has complied with this directive, by correspondence filed at this docket number, within ten days of the date of the contribution.

5. That the Secretary’s Bureau shall mark this proceeding closed upon payment of the civil settlement amount referenced in Ordering Paragraph No. 2 and receipt of the notice referenced in Ordering Paragraph No. 4.



 **BY THE COMMISSION,**

 Rosemary Chiavetta

 Secretary

(SEAL)

ORDER ADOPTED: April 4, 2013

ORDER ENTERED: April 4, 2013

1. PULP, part of the Pennsylvania Legal Aid Network, a nonprofit network of legal services representing the interests of low income Pennsylvanians, is the specialized project providing statewide representation, advice, and support in energy and utility matters on behalf of low income residential utility customers. [↑](#footnote-ref-1)
2. Although our Opinion and Order, entered September 13, 2012 (*September 2012 Order*), did not expressly permit the filing of Reply Comments, we believe the just and speedy disposition of this matter will be furthered by considering the Reply Comments of a signatory party to the Settlement. Therefore, we will consider PPL’s Reply Comments in this Opinion and Order. [↑](#footnote-ref-2)
3. This reporting requirement was incorporated into the Commission’s Regulations at 52 Pa. Code § 56.100(j) by an amendment, effective October 8, 2011. [↑](#footnote-ref-3)
4. *See, Law Bureau Prosecutory Staff Informal Investigation of the PPL Electric Utilities Corporation Residential Service Terminations*, Docket No. M-00061942 (Order entered August 21, 2006); *Pa. PUC Law Bureau Prosecutory Staff v. PPL Electric Utilities Corporation*, Docket No. M-2009-2058182 (Order entered November 23, 2009); *Pa. PUC Law Bureau Prosecutory Staff v. PPL Electric Utilities Corporation*, Docket No. M-2009-2059414 (Order entered November 23, 2009).  [↑](#footnote-ref-4)
5. Although the proposed Settlement calls the $30,000 payment a “civil settlement amount,” we will use the Policy Statement to evaluate the appropriateness of that payment. [↑](#footnote-ref-5)