**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John Hartman :

:

v. : C-2015-2471129

:

PECO Energy Company :

John Hartman :

:

v. : C-2015-2469877

:

PECO Energy Company :

**ORDER GRANTING MOTION TO CONSOLIDATE**

On March 3, 2015, John Hartman (Complainant) filed a formal Complaint (First Complaint) against PECO Energy Company (PECO or Respondent). Complainant alleged that PECO had issued him a shut off notice on February 23, 2015. When Complainant contacted PECO, he was told by a PECO representative that he had to pay a catch up amount of $400 to avoid service termination. When Complainant called PECO again on March 2, 2015, to ascertain the method by which he could pay the $400 catch up amount, he was told that the amount owed had increased to $786.34. Complainant asked PECO for a payment agreement, but was told he could not have one. As relief, Complainant requests a payment agreement.

The First Complaint was served electronically by the Secretary on March 3, 2015.[[1]](#footnote-1)

On March 7, 2015, Complainant filed another formal Complaint (Second Complaint) against PECO. Complainant stated that he recently had a setback and cannot pay the full amount of over $1200 owed, but that he can pay half and would like some assistance from PECO so he can catch up on his bill. Complainant alleges that he contacted PECO in late February and again on March 2, 2015 to negotiate a payment agreement, but has been denied one so far. The Second Complaint was served electronically by the Secretary on March 10, 2015.[[2]](#footnote-2)

On March 16, 2015, PECO filed its Answer (First Answer) which denied the material allegations of the Complaint and provided additional allegations of fact regarding the Complainant's payment history and prior payment arrangement. PECO avers that Complainant has not received a Commission-issued payment agreement, but states that Complainant has defaulted on a company-issued payment agreement and currently has a balance of $1,290.86 on his account. PECO states that any Commission-issued payment agreement should be awarded in accordance with 66 Pa.C.S. § 1405(b). Also on March 16, 2015, PECO filed an Answer to the Second Complaint (Second Answer) accompanied with a Notice to Plead. The Second Answer is nearly identical to the First Answer, differing only to reflect the date on which the Second Complaint was served on PECO.

On March 16, 2015, PECO also filed a Motion to Consolidate the Formal Complaints with regard to Complainant’s case. PECO alleges that the First Complaint and the Second Complaint involve similar issues of law and fact. PECO also avers that the First Complaint and the Second Complaint allege the same payment agreement request; which cover the same customer, address, and contain common questions of law and fact wherein the Complainant requests a payment agreement. Therefore, PECO requests that both Complaints be consolidated to save time, resources, and expense to the parties and the Commission.

The Complainant did not file a responsive pleading. The case was assigned to me by Motion Judge Assignment Notice dated March 27, 2015.

The Motion to Consolidate is ripe for disposition.

DISCUSSION

Complainant filed two Complaints, one on March 3, 2015, and the second on March 7, 2015, which contain similar allegations. PECO seeks to have the two Complaints consolidated for litigation.

Reviewing the two Complaints, the only material difference in Complainant’s claims is the amount of money he owes to PECO. In the First Complaint, Complainant states that he owes PECO $786.34. In the Second Complaint, Complainant states that he owes PECO over $1200. Otherwise, Complainant provides identical personal and contact information, refers to the same dates of contact with PECO, and seeks the same relief in the form of a payment agreement in both Complaints.

Therefore, Respondent proposes:

**§ 5.81. Consolidation**

(a) The Commission or presiding officer, with or without motion, may order proceedings involving a common question of law or fact to be consolidated. The Commission or presiding officer may make orders concerning the conduct of the proceeding as may avoid unnecessary costs or delay.

52 Pa. Code § 5.81(a).

As the second Complaint requires no more factual or legal development than the first, consolidation is justified as it furthers judicial efficiency and is not at all prejudicial to the parties. Accordingly, the cases are consolidated.

THEREFORE,

IT IS ORDERED:

1. That the Motion of PECO Energy Company filed in the case captioned John Hartman v. PECO Energy Company, Docket No. C-2015-2471129, is granted.

2. That the cases captioned John Hartman v. PECO Energy Company, at Docket Nos. C-2015-2471129 and C-2015-2469877, are consolidated.

Dated: April 15, 2015 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Susan D. Colwell

Administrative Law Judge

**C-2015-2471129 / C-2015-2469877 - JOHN HARTMAN v. PECO**JOHN HARTMAN7018 HUBER DRIVEMORRISVILLE PA 19067**267-784-4035**

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Accepts E-service

Representing PECO Power Energy Company

1. PECO has signed a waiver of the Section 702 requirements for service of formal complaints, 66 Pa.C.S. 702, and has agreed to electronic service instead under the Commission’s Waiver of 702 program. Service is listed in the Audit History of the case as having been effected on March 3, 2015. [↑](#footnote-ref-1)
2. Service is listed in the Audit History of the case as having been effected on March 10, 2015. [↑](#footnote-ref-2)