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January 26, 2006

CERTIFICATE OF SERVICE

RE: Case No. 2005-00055
Louisville Gas and Electric Company

I, Beth O'Donnell, Executive Director of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the addressee by U.S. Mail on January 26, 2006.

A handwritten signature in black ink, appearing to read "Beth O'Donnell", written over a horizontal line.

Executive Director

BOD/jc
Enclosure

Thelma Margaret Metts
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John Wolfram
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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THELMA MARGARET METTS)	
)	
COMPLAINANT)	
)	
V.)	CASE NO. 2005-00055
)	
LOUISVILLE GAS AND ELECTRIC COMPANY)	
)	
DEFENDANT)	

O R D E R

On January 31, 2005, Thelma Margaret Metts (“Complainant”) filed with the Commission a formal complaint against Louisville Gas and Electric Company (“LG&E”) alleging that she had been overcharged on her electric bill since about 1990. She claimed and LG&E acknowledged that her meter had been “switched” with another tenant’s meter in her condominium complex.¹ By Order dated February 4, 2005, the Commission directed LG&E to satisfy or answer the complaint. On February 14, 2005, the Commission received LG&E’s answer to the complaint. In its answer, LG&E, without admitting or denying Ms. Metts’s complaint, stated that it desired to “promptly satisfy the complaint of Ms. Metts and has attempted to do so.”² In her complaint, Ms. Metts specifically requested \$3,550 plus interest.

¹ Ms. Metts objected to the term “switched.” However, the essence of the problem was that Ms. Metts was being billed for another condominium resident’s electricity and likely vice versa during the relevant time period.

² Answer of Louisville Gas and Electric Company at 1.

Prior to filing the formal complaint and thereafter, LG&E and Ms. Metts engaged in several attempts, written and otherwise, to settle this dispute. By letter to the Commission dated February 11, 2005, Ms. Metts thanked the Commission for its assistance. She attached a separate letter dated February 11, 2005, addressed to LG&E. In the letter to LG&E, Ms. Metts states in pertinent part that, "I will accept the \$4,356.36 plus \$30,000,000 for the suffering and mental anguish that you are yet putting me through, and nothing less."³

By letter to the Commission, with a copy to Ms. Metts, dated December 29, 2005, LG&E stated that it had issued Ms. Metts a check in August 2005 in the amount of \$4,356.36. LG&E stated that the check was issued at Ms. Metts's request to compensate her for amounts over-billed for the period from July 25, 1990 through July 22, 2004.

In addition to the amounts allegedly over-billed, Ms. Metts also requested compensation for suffering and mental anguish. To the extent that she continues to request this additional relief, that relief is outside the Commission's power to grant. The Commission does not have the authority to award damages. In Carr v. Cincinnati Bell, Inc., 651 S.W.2d 126 (Ky. App. 1983), a customer brought an action in Kenton Circuit Court seeking, among other things, compensatory damages for tortious breach of contract for telephone service. Holding that the Commission had exclusive jurisdiction over the matter, Kenton Circuit Court dismissed the suit. Reversing the circuit court's opinion on this issue, the Court said:

³ See letter from Ms. Metts in file record.

[A]ppellant seeks damages for breach of contract. Nowhere in Chapter 278 do we find a delegation of power to the PSC to adjudicate contract claims for unliquidated damages. Nor would it be reasonable to infer that the Commission is so empowered or equipped to handle such claims consistent with constitutional requirement. Kentucky Constitution Sec. 14.

Id. at 128. The Commission, therefore, has jurisdiction over only the portion of the complaint relating to Ms. Metts's claim that she was over-billed for electricity by LG&E.

In Ms. Metts's letter, she agreed to accept LG&E's offer related to the over-billing. In its recent letter, LG&E states that Ms. Metts received and accepted \$4,356.36 as settlement of the amounts overcharged. Pursuant to 807 KAR 5:001, Section 12(5), upon an offer of satisfaction, a Complainant's acceptance of the offer, and the Commission's approval, no further proceedings are necessary. The Commission finds that LG&E has satisfied all of the matters in the complaint within the Commission's authority.

IT IS THEREFORE ORDERED that this case is dismissed and is removed from the Commission's docket.

Done at Frankfort, Kentucky, this 26th day of January, 2006.

By the Commission

ATTEST:



Executive Director