

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Acton Properties, LLC

(Your Full Name)

COMPLAINANT

VS.

LGE

(Name of Utility)

DEFENDANT

RECEIVED

APR 24 2025

PUBLIC SERVICE
COMMISSION

COMPLAINT

The complaint of Acton Properties LLC respectfully shows:

(Your Full Name)

(a)

Anne Acton, Member

(Your Full Name)

P.O. Box 22605 Louisville, Ky 40252

(Your Address)

(b)

LGE

(Name of Utility)

220 W. Main St. Louisville, Ky 40202

(Address of Utility)

(c) That:

Please see Att. #1

(Describe here, attaching additional sheets if necessary,

the specific act, fully and clearly, or facts that are the reason

and basis for the complaint.)

Continued on Next Page

Formal Complaint

Acton Properties LLC vs. Louisville Gas & Electric Co.

Page 2 of 2

Wherefore, complainant asks

Please see Att # 2

(Specifically state the relief desired.)

Dated at

Louisville

(Your City)

Kentucky, this

22nd day

of

April

(Month)

, 2025.

Anne Acton
(Your Signature*)

John Acton Gitterman
(Name and address of attorney, if any)

P.O. Box 3260
Louisville, KY 40352

4-22-25
Date

*Complaints by corporations or associations having the right to file a complaint, must be signed by its attorney and show his post office address. No oral or unsigned complaints will be entertained or acted upon by the commission.

RE: Acton Properties, LLC v. Louisville Gas and Electric Co.

Service address: 915 Charles St., Louisville, Ky. 40204

Complaint (c)

A tenant at the above addressed moved on or about June 9, 2023. She requested gas and electric services in her name be turned off. Acton Properties, LLC requested electric services be turned on in its name.

When Acton Properties, LLC received its first bill thereafter it included about \$38.00-\$40.00 for gas. LG&E was contacted immediately and pointed out that it had requested electric services only.

The undersigned has spent countless hours trying to get LG&E to correct the error including asking the CEO for assistance on two to three occasions without success.

The LG&E representatives claimed not to know how to correct the error since they had already filed some kind of accounting/report with the commission. Finally, a person determined that he could send a check to Acton Properties, LLC and in turn Acton Properties, LLC would issue its check as payment. The check was received and endorsed as a payment to LG&E, but LG&E returned it with notification that it did not accept third party checks as payment.

Throughout the almost 2 years, Acton Properties, LLC has received bills on a monthly basis showing its use of electric for the month and the charge therefor. Those amounts have been paid timely. The bills have also included the amount LG&E designates as "past due" plus late fees.

Since contacting the Commission by phone and letter dated March 3, 2025, a person from LG&E contacted me. He stated his name was "Richard" No last name was provided. Richard stated he would have another check issued. He stated unequivocally, "I will not waive the late fees". I told him that Acton Properties, LLC is not liable for late fees on another person's account and/or errors of LG&E. Nevertheless, a check in the amount of \$37.48 was sent.

More recently the bill for the subject account that was due April 4, 2025 included a charge of \$45.86 for electric. A check along with the payment portion of the bill was mailed on March 25, 2025. That money was not applied to the 915 Charles Street account, but was given as a credit balance on another property!¹

¹ I might add that other accounts did not have payments correctly credited suggesting that LG&E has a lot of work to do.

RE: Acton Properties, LLC v. Louisville Gas and Electric Co.

Service address: 915 Charles St., Louisville, Ky. 40204

WHEREFORE, the complainant asks:

1. That LG&E provide an accounting of all bills from June, 2023 to present showing charges for electric used and late fees imposed.
2. That LG&E provide an accounting of all payments from June 2023 to present.
3. That those charges for the former tenant be removed from the account of plaintiff.
4. That all late fees imposed on the account of Acton Properties, LLC be removed.
5. That the Commission impose any and all penalties against LG&E that are determined to be warranted including award to the plaintiff for attorney fees incurred.



JEAN ACTON
Attorney for Plaintiff
P. O. Box 22605
Louisville, Ky. 40252


Attachment 2