

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held June 16, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
John F. Coleman, Jr., Vice Chairman
Ralph V. Yanora

Wanda Walker

C-2020-3023220

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Wanda Walker (Complainant or Ms. Walker) on March 16, 2022, and the Exceptions filed by PECO Energy Company (PECO or Company) on March 21, 2022, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Darlene Heep, served on February 28, 2022, in the above-captioned proceeding. PECO filed Replies to Exceptions on March 25, 2022. For the reasons stated below, we shall deny the Complainant's Exceptions, grant PECO's Exceptions, and adopt the ALJ's Initial Decision as modified by this Opinion and Order.

I. History of Proceeding

On October 6, 2020, Ms. Walker filed a Formal Complaint (Complaint) against PECO, alleging that there were incorrect charges on her PECO bill that were related to charges owed by her tenants. Ms. Walker also alleged that PECO did not credit her account with all of the payments that she made to the Company. As relief, Ms. Walker sought return of money paid, plus damages, interest, and penalties.

On December 23, 2020, PECO filed an Answer to the Complaint, denying all material allegations of fact and conclusions of law in the Complaint.¹ PECO also stated that the Complainant is a PECO customer and a landlord property owner who has had rental property PECO accounts in her name at various times. PECO averred that the Complainant requested that service be placed in her name at multiple properties and that the bills and balances at issue accumulated while the accounts were in the Complainant's name. PECO submitted that pursuant to 52 Pa. Code. § 56.16(a), the Complainant had an obligation to contact the Company to request discontinuance of service and, therefore, is responsible for the charges incurred until the service was discontinued. PECO further stated that because the accounts were in the Complainant's name, the balances were properly transferred to the Complainant's active account. PECO noted that the Complainant's residential account had a balance of \$3,070.53.

A telephonic evidentiary hearing was held on July 14, 2021. Both Parties were represented by counsel. During the hearing, the Parties requested a ten-minute break and, upon returning, advised that they believed they could exchange information and resolve several of the issues and asked that a further hearing be scheduled.

¹ The Complaint was served on PECO on December 9, 2020.

The rescheduled telephonic hearing convened on September 29, 2021. Both Parties were represented by counsel. The Complainant testified on her own behalf. PECO's counsel presented Deba Ather, Regulatory Assessor, as a witness. At the end of the hearing, the ALJ provided the Parties until November 12, 2021 to provide late-filed exhibits. Both Parties submitted late-filed exhibits. The electronic transcript of the hearing was filed on November 18, 2021.

Upon further review of the record, an Order was issued on January 5, 2022, directing PECO to provide additional information by January 19, 2022. PECO filed a response on January 19, 2022.

The record was closed on January 19, 2022, the date PECO's filings were due. The record includes a 248-page transcript and the Parties' various exhibits.

In the Initial Decision served on February 28, 2022, ALJ Heep granted the Complaint, in part, and denied the Complaint, in part. As previously noted, Ms. Walker filed Exceptions on March 16, 2022, and PECO filed Exceptions on March 21, 2022. PECO filed Replies to Exceptions on March 25, 2022.

II. Background

The Complainant is a PECO gas and electric customer where she resides in Glenside, Pennsylvania. (Glenside Account). Tr. at 33. The Complainant is also the landlord and owner of the following addresses in Philadelphia, Pennsylvania at which she receives service from PECO: (1) 6801 North 17th Street, a nine-unit residential property with a separate PECO electric meter for each unit; (2) 147 Manheim, a four-unit residential property with a separate PECO electric meter for each unit; and (3) 5023 Wayne Avenue, a three-unit residential property with a separate PECO electric meter for each unit. Tr. at 31-34.

PECO transferred \$1,777.34 in charges from 6801 North 17th Street, 2 MID 4 to the Complainant's Glenside Account. PECO Exh. 4; Tr. at 173-176. PECO transferred \$2,391.03 in charges from 6801 North 17th Street, 3 MID 7 to the Complainant's Glenside Account. PECO Exhs. 5 and 6; Tr. at 240-241.

III. Discussion

A. Legal Standards

ALJ Heep made fourteen Findings of Fact and reached nine Conclusions of Law. I.D. at 6-8, 18-20. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Additionally, any issue or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more

convincing, by even the smallest amount, than that presented by the Company. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, also referred to as the burden of persuasion, to rebut the evidence of the customer shifts to the Company. If the evidence presented by the Company is of co-equal value or "weight," the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

B. Initial Decision

In the Initial Decision, ALJ Heep granted the Complaint, in part, and denied the Complaint, in part. The ALJ found that the record supports a conclusion that PECO incorrectly transferred some of the disputed balances from a tenant to the Complainant. The ALJ also found that the Complainant did not establish that the other remaining charges in dispute were incorrectly transferred to her or that the payments the Complainant made to PECO were not credited to the Complainant's accounts. The ALJ further denied the Complainant's request for penalties, damages, and interest.

The ALJ first addressed PECO's transfer of \$1,777.34 from 6801 North 17th Street, 2 MID 4, to the Glenside Account. The ALJ stated that because PECO's records and the Complainant's testimony establish that the property at 6801 North 17th Street has separate meters for each apartment and general lighting, the Complainant was not responsible for tenant charges under 66 Pa. C.S. § 1529.1. I.D. at 12 (citing Tr. at 33; PECO Exhs. 4, 5). The ALJ reasoned that the Complainant credibly testified that she did not incur or agree to pay for any PECO charges incurred by a tenant at 6801 North 17th Street (Tr. at 102), and that none of the PECO account statements show that the Complainant incurred charges as the customer of record at 6801 North 17th Street, 2 MID 4. Accordingly, the ALJ determined that the Complainant established a *prima facie* case that the balance of \$1,777.34 from 6801 North 17th Street, 2 MID 4, was improperly transferred to the Glenside Account. I.D. at 13.

The ALJ found that PECO did not present sufficient evidence to rebut the Complainant's *prima facie* case. *Id.* The ALJ noted that PECO's witness Ms. Ather testified that the basis for holding the Complainant liable for the \$1,777.34 in charges from 6801 North 17th Street, 2 MID 4, is that she "did not contact the company to discontinue the service" and "as a result the account remains open in Ms. Walker's name, and she's being held responsible for the bill." *Id.* (citing Tr. at 177). The ALJ also noted that the Company relies on its January 21, 2020 Utility Company Report that states the Complainant is responsible for the \$1,777.34 balance from 6801 North 17th Street, 2 MID 4, under 66 Pa. C.S. § 1407(d). The ALJ further noted that PECO could not provide any source documents or direct printout or screen shots from its account records showing that the Complainant was the customer of record when the \$1,777.34 in charges accrued. I.D. at 13.

The ALJ also rejected PECO's reliance on 66 Pa. C.S. § 1407(d), and concluded that there is no evidence showing that the Complainant resided at 6801 North 17th Street during the period the outstanding balance accrued. *Id.* The ALJ

stated that small charges on the Complainant's account statements support her testimony that she incurs small PECO charges at her rental units during the periods that she places service temporarily in her name to prepare a unit for the next tenant. *Id.* at 13-14 (citing PECO Exh. 5). The ALJ further stated that as Ms. Ather testified, if a balance accrues at a rental property and service is not under the name of the landlord, the balance will not belong to the landlord, and the balance would follow the tenant rather than the landlord. *I.D.* at 14 (citing Tr. at 178-179). Based on all of the above, the ALJ determined that the Complainant was not responsible for the \$1,777.46 balance transfer. *I.D.* at 14.

Second, the ALJ addressed PECO's transfer of \$2,391.03 from 6801 17th Street, 3 MID 7, to the Glenside Account. *Id.* Based on the record, the ALJ directed PECO to review the billings for the \$2,391.03 to determine whether the Complainant was the account holder at the time any of the charges were incurred and to issue corrected bills to the Complainant, if appropriate. *Id.* at 15.²

Third, the ALJ determined that the Complainant did not satisfy her burden of proving that PECO failed to properly credit her account with the payments she made to the Company. *Id.* The ALJ noted that the Complainant provided more than 200 pages of copies of checks written to PECO and texts from PECO confirming payments the Complainant made to the Company. *Id.* (citing Complainant Exhs. A, C, and C-3). The ALJ also noted that PECO reviewed the payments and provided a report regarding payments that it credited to the Complainant's account. *I.D.* at 15 (citing PECO Exh. 8). The ALJ found that PECO's accounting record shows that the payments were credited to accounts of the Complainant. The ALJ, thus, concluded that there is no evidence that the payments the Complainants made to the Company were not ultimately credited to an

² While we agree with the ALJ's recommendation, we will also direct that PECO file with this Commission, and serve a copy on the Commission's Bureau of Consumer Services, a written summary of the results of the Company's review of the billings for the \$2,391.03 that it transferred to Ms. Walker's Glenside Account.

account of the Complainant. I.D. at 15. Nevertheless, the ALJ acknowledged that the record shows that acts of both PECO and the Complainant contributed to confusion in the manner in which the Complainant's accounts were credited and, accordingly, the ALJ stated that PECO and the Complainant should meet and discuss payment and billing matters and procedures to avoid any billing and payment issues in the future. *Id.* at 15-16.

While the ALJ found that PECO erroneously transferred tenant balances to the Complainant's home account, the ALJ concluded that civil penalties were not warranted under the circumstances. *Id.* at 18. In reaching this determination, the ALJ analyzed the factors in the Commission's Policy Statement at 52 Pa. Code § 69.1201, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations— statement of policy* (Policy Statement). The ALJ reasoned that there was no fraud or misrepresentation or evidence of intentional misconduct. The ALJ also reasoned that the violation appears to be an accounting error rather than a problem with general Company procedures, and the record does not show that PECO has a compliance history involving similar violations. I.D. at 18 (citing 52 Pa. Code § 69.1201(c)(1),(2),(3),(4),(6)). On this basis, the ALJ did not recommend a civil penalty. I.D. at 18 (citing *Rahman v. Verizon Pa.*, Docket No. C-2016-2564338 (Order entered June 14, 2018)).

C. Exceptions, Replies, and Disposition

1. The Complainant's Exceptions, PECO's Replies, and Disposition

In her Exceptions, Ms. Walker argues that civil penalties should have been imposed on PECO for its misallocation of her payments to PECO and PECO's refusal to provide an accounting of the payments. Ms. Walker states that she asked for an accounting of the payments she made to the Company and while PECO acknowledged

the receipt of her payments, it did not provide her with information on the distribution of those payments. Ms. Walker claims that the Company was responsible for providing an accounting of all payments it received from her. Ms. Walker avers that the accounting of payments and the distribution of funds is significant in this case because the basis of the Complaint is that Ms. Walker paid for electric bills for which she was not responsible or, in the alternative, that she was charged “excessively for services rendered.” Complainant Exc. at 1.

In its Replies to Exceptions, PECO first avers that it provided the Complainant with an accounting of her payments. PECO states that the Complainant has failed to specify what accounting she alleges the Company failed to produce. PECO R. Exc. at 3. Regardless of the specificity, PECO states that it provided two-year account activity statements describing the breakdown of every payment the Complainant made for the eleven active accounts in the Complainant’s name at the time of the hearing. *Id.* at 3-4 (citing PECO Exh. 5; Tr. at 179-192). PECO submits that as the ALJ noted, the Complainant provided more than 200 pages of copies of checks written to PECO and texts from PECO confirming payments made, and PECO reviewed the payments and provided a report regarding payments that it credited to the Complainant’s account. PECO R. Exc. at 4 (citing I.D. at 15). PECO also submits that it provided monthly billing statements for the Complainant’s accounts during July and August 2018, as well as an itemized transfer balance history on each of the Complainant’s accounts. PECO R. Exc. at 4 (citing PECO Exhs. 11, 13, and 15).

Second, PECO avers that the ALJ properly found that a civil penalty was not warranted. PECO posits that a misallocation of payments did not occur and that an accounting was, in fact, provided for each of the Complainant’s accounts. PECO R. Exc. at 5. PECO explains that its witness Ms. Ather testified that each account balance associated with the Complainant’s account accrued during the time that the account was in the Complainant’s name and not in a tenant’s name. *Id.* (citing Tr. at 178-179). PECO

also states that the Complainant did not produce any evidence to show that a tenant resided at the property or had service in its name when the balance accrued. PECO submits that the Complainant merely testified that she worked with a housing program that provided a stipend to tenants to use for their utility bill and that the tenants were responsible for placing service in their name. PECO R. Exc. at 6. PECO notes that the Complainant did not produce any evidence about the rental program or a rental lease for any tenant during the time frame that she alleges the billing accrued improperly under her name. *Id.* at 7.

Based on our review of the record, we agree with the ALJ that the Complainant did not satisfy her burden of proving that PECO failed to properly credit her account with the payments she made to the Company. The Complainant submitted over 200 pages of copies of checks written to PECO, as well as text messages from PECO confirming the payments were “successfully scheduled,” the amount of the payment, and an associated confirmation number. Complainant Exhs. A, C, C-1, C-2, and C-3. For its part, PECO reviewed the payments it received from the Complainant, based on itemized information related to each text message confirmation number, and provided a report regarding payments that it credited to the Complainant’s account. PECO Exh. 8. The PECO accounting shows that the Complainant’s payments to the Company were credited to accounts of the Complainant. While we agree with the ALJ that the record shows that PECO and the Complainant contributed to confusion in the manner in which the Complainant’s payments were credited, we also agree with the ALJ that there is no evidence that the payments the Complainant made to the Company were not ultimately credited to an account of the Complainant. *See I.D.* at 15-16.

The ALJ’s recommendation that PECO and the Complainant should meet and discuss payment and billing matters and procedures should assist both Parties in avoiding similar billing and payment issues in the future. As we have concluded that PECO did not violate the Code, our Regulations, or a Commission Order based on the

manner in which it handled the accounting of the Complainant's payments, a civil penalty on this basis is not appropriate. Therefore, we shall deny the Complainant's Exceptions on this issue.

2. PECO's Exceptions and Disposition

In its Exceptions, PECO requests that the Commission reverse the ALJ's conclusion that the Company improperly transferred the \$1,777.34 balance to the Complainant's Glenside account. PECO avers that the Complainant failed to satisfy her burden of proving that the balance transfer was improper. PECO Exc. at 2. PECO states that it submitted an itemized list of all of the Complainant's transfer balance history, showing the following: (1) that the Complainant obtained service in her name at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA on March 23, 2017; (2) that on July 18, 2018, the account finaled with an outstanding balance of \$703.34; (3) that on October 23, 2018, the Complainant reestablished service in her name at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA; and (4) that on June 3, 2019, the account finaled leaving an outstanding balance of \$1,777.34. *Id.* (citing PECO Exh. 6). PECO asserts that it did not transfer a balance accrued by a tenant to any account of the Complainant, and the Complainant did not present evidence that PECO transferred a balance accrued by a tenant to any account of the Complainant. PECO Exc. at 2.

PECO continued that the Complainant requested that service be placed in her name at multiple properties, including 6801 N. 17th Street, 2 MID 4, Philadelphia, PA, and the bills and balances were accumulated during the time frame that the accounts were in the Complainant's name. *Id.* at 3 (citing PECO Exh. 6). PECO submits that pursuant to 52 Pa. Code. § 56.16(a), the Complainant was obligated to contact the Company to discontinue service and, therefore, she is responsible for the charges incurred until the service was discontinued and the Company issued a final bill. PECO also submits that consistent with 52 Pa. Code. § 56.16(b), because the accounts were in the

Complainant's name, the balances were properly transferred to an active account of the Complainant.

PECO contends that the Complainant failed to produce any evidence to show she did not place service in her name at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA during the time that the balance accrued. PECO states that the ALJ's decision relies on: (1) the Complainant's testimony that when a tenant vacates an apartment, the Complainant contacts PECO and asks PECO to put service in her name so that she can work on the apartment to prepare it for the next tenant (Tr. at 37); and (2) the Complainant's testimony that "the tenants whose bills she received had service in their own names as part of a requirement of the Philadelphia Rapid Housing Program, a program for homeless women and families and people needing shelter" (Tr. at 39-42). PECO Exc. at 3. PECO avers that the Complainant failed to produce any evidence to support this testimony, that the testimony did not reference a specific time frame or apartment, and that the Complainant stated that she did not require proof from her tenants that the utility service was in their name but assumed that it was as part of their participation in the housing program. *Id.* at 3-4.

In support of its position, PECO relies on the Commission's decision in *Helen Leung v. Philadelphia Gas Works*, Docket No. F-2020-3020041 (Order entered October 28, 2021) (*Leung*), which PECO describes as holding that the property owner was responsible for the transferred balances of her tenants and that Section 1529.1 of the Code requires utilities to list accounts for individually-metered rental units in the owner's name, absent a request for service by the tenant or other authorized representative. PECO Exc. at 4. Thus, PECO argues that because the Complainant was the property owner without a tenant of record holding an account with PECO, the Complainant was responsible for the account and its balance. Further, PECO avers that the Complainant failed to produce any evidence that she did not place service in her name or that service was in the name of any tenant during the accumulation of charges at 6801 N. 17th Street,

2 MID 4, Philadelphia, PA. Rather, PECO states that the Complainant testified that she often placed service in her name at her apartment units after a tenant vacated in order to make repairs. Accordingly, PECO requests that the Commission find that PECO properly applied the Complainant's outstanding balance to her active account and did not erroneously transfer tenant balances to the Complainant's home account. *Id.* at 5.

Based on our review of the record, we conclude that the Complainant has not satisfied her burden of proving that PECO violated the Code, Commission Regulations, or a Commission Order by transferring the \$1,777.34 in question to the Complainant's account. Under Section 1529.1 of the Code, 66 Pa. C.S. § 1529.1, utilities are required to list accounts for individually-metered rental units in the name of the owner, absent a request for service by the tenant or other authorized representative. *Id.* Section 1529.1 provides as follows:

§ 1529.1. Duty of owners of rental property.

(a) Notice to public utility.—It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account.—Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. *In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.*

(c) Failure to give notice.—*Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.*

66 Pa. C.S. § 1529.1 (emphasis added). Under the circumstances in this case, as the property owner of 6801 N. 17th Street, 2 MID 4, Philadelphia, PA, the Complainant did not produce sufficient evidence to demonstrate that the service was not in her name or that the service was in the name of any tenant during the accumulation of the charges from October 23, 2018, through June 3, 2019.

In support of her argument that the service for 6801 N. 17th Street, 2 MID 4, Philadelphia, PA was not in her name, the Complainant mostly relied on her testimony that she knew her tenants had obtained electric service in their names based on the tenants' participation in Philadelphia's Homeless Service Rapid Rehousing Program. The Complainant stated that the program required participants to place service in their own names. Tr. at 39-42. The Complainant also testified that she did not receive any bills for the service at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA during the time period in question, and if the service was in her name, she would have received bills at her P.O. Box address. Tr. at 43. The Complainant did not provide any testimony to indicate that she confirmed with PECO or with the tenants that service was in the tenants' names, nor did she provide any documentary evidence to show that service was in the tenants' names from October 23, 2018, through June 3, 2019. The Complainant further testified that she does contact PECO to place service in her name when a tenant vacates an apartment so that she can work on the apartment to prepare it for the next tenant. Tr. at 37. In prior decisions with similar factual circumstances, we have found that a complainant landlord's testimony that she did not place service in her name, without evidence to support her allegations, was insufficient to satisfy the burden of proof,

particularly when she did not verify whether her tenants placed service in their name. *See Leung* at 9, 12.

Even if we could determine that the Complainant established a *prima facie* case, which the record does not support in this case, we find that PECO presented evidence that is of co-equal weight to that of the Complainant. PECO's witness Ms. Ather testified that PECO conducted investigations into the transfers to the Complainant's account and found that PECO had a record of Ms. Walker applying for service and that Ms. Walker did not contact PECO by telephone, online, or automated voice response to discontinue service and, therefore, the service remained in Ms. Walker's name. Tr. at 174, 177. PECO presented Utility Company Reports in support of the testimony. PECO Exhs. 3, 4. Ms. Ather also testified that if a landlord puts service in her name and a tenant moves in and does not put service in his/her name, the billing would continue in the landlord's name until the Company is informed to discontinue the service in the landlord's name. Tr. at 178. Under the circumstances, we cannot reach a determination that PECO's actions or the transfers were inconsistent with 66 Pa. C.S. § 1529.1 or with 52 Pa. Code. § 56.16(a) and (b).³ Accordingly, we shall grant PECO's Exceptions on this issue.

³ Section 56.16(a) requires a customer to provide notice to the public utility if the customer wishes to discontinue service and provides that absent such notice, the customer is responsible for the services provided. Section 56.16(b) provides as follows: "In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer."

IV. Conclusion

Upon review, we shall deny the Complainant's Exceptions, grant PECO's Exceptions, and adopt the ALJ's Initial Decision as modified by this Opinion and Order; **THEREFORE,**

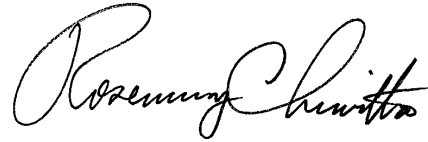
IT IS ORDERED:

1. That the Exceptions filed by Wanda Walker on March 16, 2022, are denied.
2. That the Exceptions filed by PECO Energy Company on March 21, 2022, are granted.
3. That the Initial Decision of Administrative Law Judge Darlene Heep, served on February 28, 2022, is adopted as modified by this Opinion and Order.
4. That the Formal Complaint in the matter of Wanda Walker v. PECO Energy Company, at Docket No. C-2020-3023220, is denied.
5. That within thirty days of the entry date of this Opinion and Order, PECO Energy Company shall review the charges transferred to Wanda Walker from 6801 17th Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether Wanda Walker was the account holder at the time any of the charges were incurred and, if necessary, adjust Wanda Walker's account balance accordingly. Within the same thirty-day time period, PECO shall also file with this Commission, and serve a copy on the Commission's Bureau of Consumer Services, a written summary of the results of the Company's review of the billings for the \$2,391.03 amount that it transferred to Wanda Walker.

6. That within sixty days of the entry date of this Opinion and Order, PECO shall issue a bill to Wanda Walker reflecting any adjustments made in accordance with this Opinion and Order.

7. That upon PECO's compliance with Ordering Paragraph Nos. 5 and 6, above, this matter shall be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is written in a cursive, flowing style.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: June 16, 2022

ORDER ENTERED: June 16, 2022