BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CLETUS MARIE CIBRONE ABATE Complainant	: :	
v.	:	Docket No. F-2022-3035653
DUQUESNE LIGHT COMPANY Respondent	: :	

BRIEF OF DUQUESNE LIGHT COMPANY

In accordance with Administrative Law Judge ("ALJ") Emily DeVoe's April 11, 2023 *Interim Order Setting Briefing Schedule*, and 52 Pa. Code § 5.501 *et seq*., Duquesne Light Company ("DLC"), by and through its attorneys Stevens & Lee, P.C., files its Brief in the above-referenced matter.

I. BACKGROUND AND PROCEDURAL HISTORY

On or about September 27, 2022, DLC was served with a *Formal Complaint* ("Complaint") filed by Cletus Marie Cibrone-Abate ("Complainant"). The Complaint identifies a threat of service shut-off, a reliability, safety or quality problem, and "other" as the basis for the relief Complainant seeks. ***Complaint, pp. 2-3***. Specifically, Complainant alleges that DLC intentionally hid a 72-hour termination notice on a broken door handle inside a screen door, posted a 72-hour termination notice in contravention of a "no solicitation" placard, and impermissibly interfered with an application to secure a Low Income Home Energy Assistance Program ("LIHEAP") crisis grant and requests for Customer Assistance Program ("CAP") benefits, all on account of a Donald J. Trump flag that hangs in Complainant's window. ***Complaint, pp. 2-3***. The Complainant maintains DLC discriminated against her on the basis of her political beliefs. ***Complaint,***

p. 3. In its *Answer and New Matter* ("Answer"), DLC denies all of the material allegations in the Complaint. ***Answer, pp. 1-5***.

Evidentiary hearings in this matter were held over a course of two days, on March 2, 2023, and March 20, 2023. Complainant testified on her own behalf, and submitted 15 Exhibits into the record. DLC presented the testimony of two witnesses, Supervisor of Regulatory Consumer Relations, Roxanne Morris, and Supervisor of Field Collections, Tiffany Kennedy, and submitted 20 exhibits into the record.

II. STATEMENT OF THE CASE

DLC maintains, and the testimony and evidence presented at hearing supports, that its procedures complied with the 72-hour termination notice requirements outlined in 52 Pa. Code § 56.93, and further maintains that it provided reasonable service pursuant to Section 1501 of the Public Utility Code. Complainant failed to demonstrate at hearing that DLC violated any of its own protocols or procedures, the Public Utility Code or any Public Utility Commission ("Commission") regulation or order.

Complainant's testimony elaborated on her claims as identified above. She alleges the 72-hour termination notice was folded and hidden among other papers inside of a clear plastic bag. Complainant questioned why the 72-hour termination notice was not emailed to her instead, and raised issues with DLC's electronic communications, including emails that acknowledged pride month and other holidays she does not celebrate. Complainant also questioned the procedures and protocols employed by DLC to post 72-hour termination notices, implying that DLC did not follow those procedures and protocols in its dealings with her.

At the hearing, Complainant made additional allegations that are not part of her Complaint, including a claim that DLC inappropriately inserted itself into her bankruptcy

and prevented her from switching energy suppliers. ***N.T., pp. 15-16.*** ALJ DeVoe ruled in response to testimony concerning these allegations that the Commission lacks jurisdiction to rule upon such claims as they were not properly pleaded. ***N.T., p. 31***.[1]

DLC offered testimony and submitted exhibits explaining that Complainant's perceptions are mis-placed, that all of DLC's interactions with her were consistent with prescribed regulatory practice and company procedures, and that she was not targeted for discriminatory treatment because of her political affiliation.

III. ARGUMENT

A. Legal Standard – Burden of Proof

Section 701 of the Public Utility Code provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has jurisdiction to administer, or of any regulation or order of the Commission. *66 Pa.C.S. § 701*. A person seeking affirmative relief from the Commission has the burden of proof. *66 Pa.C.S. § 332(a)*.

The term "burden of proof" means a duty to establish a fact by a preponderance of the evidence. *Se-Ling Hosiery v. Marqulies,* 364 Pa. 45, 70 A.2d 854 (1950); and *Feinstein v. Philadelphia Suburban Water Company,* 50 Pa. PUC 300 (1976). "Preponderance of the evidence" means one party must present evidence that is more convincing, by even the smallest amount, than the evidence presented by the other party. *Id*.

[1] Although not at issue as a result of ALJ DeVoe's exclusionary ruling, by way of clarification, DLC did not improperly "attach" itself to Complainant's bankruptcy filing, as she alleges. Complainant's exhibits document that what DLC did was to simply file a Proof of Claim for an unpaid account balance of $3,813.93 that had accrued as of the date of Complainant's bankruptcy filing, a practice that occurs routinely in bankruptcy proceedings by creditors every day and which is necessary to preserve such claims before the bankruptcy court. By way of further clarification, contrary to Complainant's unsupported claim, her account balance, which DLC transferred to a bankruptcy account, was not eligible for reduction with crisis benefits. ***N.T., p. 132***.

Decisions of the Commission must be supported by substantial evidence. *Sensenig*, *citing* 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Id*. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Sensenig*, *citing Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa.Super. 1961); and *Murphy v. Comm., Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth.1984). Mere bald assertions, personal opinions, or perceptions do not constitute evidence. *McCauley v. Pennsylvania Electric Company,* 2014 WL 1390779 (Pa.P.U.C.)*; MidAtlantic Power Supply Association of Pennsylvania v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000).

B. Summary of Argument

In this case, Complainant has failed to present any evidence that DLC violated the Public Utility Code or the Commission's regulations or an order of the Commission. At the hearings in this matter, Complainant repeatedly claimed that she believed DLC was violating its own protocols with respect to the posting of 72-hour termination notices and the handling of applications for benefit assistance, but was unable to cite to a single protocol of DLC or regulation or order of the Commission that DLC purportedly violated. ***N.T. pp. 13, 17, 18, 79 and 121***. All the Complainant offered through her testimony was bald assertions, personal opinions, perceptions and suspicions that DLC violated its own protocols and procedures, and Commission regulations and orders, without any substantial competent evidence to support those claims. Mere subjective beliefs like those subscribed to by the Complainant cannot support an entitlement to relief under *McCauley* and *MidAtlantic Power*.

C. Testimony of Record Pertinent to Burden of Proof

At the hearing, Complainant claimed that DLC improperly hung a 72-hour termination notice on a broken door handle inside her screen door that was marked with a "no solicitation" placard, and that the notice was folded and hidden among other papers inside of a bag. ***N.T., pp. 18, 79 and 82***. Complainant questioned why the 72-hour termination notice was not emailed to her instead, and raised issues with DLC's electronic communications, including emails that acknowledged pride month and other holidays she does not celebrate. ***N.T., pp 16, 17 and 122***. As part of her testimony, Complainant also questioned the procedures and protocols employed by DLC to post 72-hour termination notices, implying that DLC did not follow those procedures and protocols in its dealings with her. ***N.T., pp. 13 and 17***.

Complainant also alleged that DLC improperly interfered with her application to secure a LIHEAP crisis grant and with her requests for CAP benefits. ***N.T., pp.19-22 and 100***. Specifically, Complainant testified that a DLC representative, whom she did not identify, told the LIHEAP grant coordinator that she was not in threat of termination (thereby removing her from eligibility), and that she spent years attempting to apply for CAP benefits, claiming that she was never able to qualify because of DLC losing applications and proof of income. ***Id***.

Finally, Complainant argued that DLC profiled her for discriminatory treatment over a period of years, targeting her for termination when her past-due balances were small, denying her crisis grants and benefits, and hiding a termination notice, all because of a Donald J. Trump flag that hangs in her front window. ***N.T. pp. 19, 61, 83, 84, 123-125***.

Roxanne Morris, DLC's Supervisor of Regulatory Consumer Relations, testified that Complainant was not eligible for a LIHEAP crisis grant, because at the time she applied, termination of service had been stayed due to the Complainant's filing of an *Informal Complaint*. ***N.T., pp. 136-137***. In short, with Complainant's filing, her service was no longer in threat of termination. Ms. Morris further testified that DLC never improperly interfered with CAP benefits to which Complainant felt entitled. ***N.T., pp. 138-139***. Benefits were never awarded until August 26, 2022 because Complainant never completed her CAP enrollment until then. ***Id***.

Tiffany Kennedy, DLC's Supervisor of Field Collections, testified that DLC did not intentionally hide the 72-hour termination notice that is the subject of the Complaint, but that the termination notice, along with information about other customer assistance programs, was properly posted at Complainant's residence in accordance with regulatory requirements and DLC's internal protocols. ***N.T., pp. 153-156***.

Both Ms. Morris and Ms. Kennedy testified that DLC does not discriminate against customers based on their political beliefs. ***N.T., pp. 143, 144 and 156***.

D. Complainant Failed to Meet Her Burden of Proof to Substantiate Her Claim that DLC Impermissibly Posted a 72-Hour Termination Notice

Complainant raises issues with DLC's placement of a physical 72-hour termination notice. At hearing, Complainant alleged that it was unreasonable for DLC to place a 72-hour termination notice inside her screen door that was marked with a "no solicitation" placard. ***N.T., p. 18***. Complainant alleged that the manner of posting the notice amounted to it being hidden. ***Id***. In short, Complainant is dissatisfied with the physical delivery of the 72-hour termination notice for two reasons: first, the placement of the 72-hour termination notice inside her screen door; and second, physical delivery as

opposed to electronic delivery. As more fully set forth below, Complainant fails to carry her burden of proving that the placement and delivery of the 72-hour termination notice were unreasonable or in contravention of Commissions rules and regulations.

1. Location of Posting

The unrebutted testimony of DLC's Supervisor of Field Collections, Tiffany Kennedy, regarding DLC's posting protocols, and the manner of posting in this instance, underscores that posting was not carried out in an untoward fashion. Ms. Kennedy testified that DLC makes two attempts to contact customers by phone to advise when service is scheduled to be terminated for non-payment, and if DLC is unable to reach the customer by phone, then a visit to the property is scheduled to post a 72-hour termination notice. ***N.T., p. 154***. Ms. Kennedy described how postings occur as follows:

> We supply the actual 72-hour notice, which is folded so that all pertinent customer information, such as name and account number are not visible.[2] We have, since COVID, also provided a flyer, '*Here to Help'* flyer, which pertains to different programs that are available for people who may need assistance with their bill. Both postings are put into a clear plastic bag. Again, no customer information is to be showing. And then at that point, we will go up to the customer door. If we're able to get that front door or that screen door open, we will put it on the inside door to help keep it protected so it doesn't blow away. So if that door is unable to be opened, we will tape it to the door, but that's-we tend not to tape it to the door. We've had a lot of customer complaints about the marks of tape on their glass doors." ***N.T., pp, 153-54***.

Ms. Kennedy was asked at the hearing whether the manner of posting as described by Complainant, namely, to hang the posting on the inside of a screen door in a bag folded up with a pamphlet about where the customer can obtain help, was carried-out in accordance with DLC's protocols and the training given to DLC's field representatives. ***N.T., pp. 155-156***. As is clear from Ms. Kennedy's answer, the field

[2] As is clear from Ms. Kennedy's testimony, the intent of making sure the customer's name and account number are not visible as part of the posting is not to hide that information from the customer, but to shield such information from the public.

posting was in a conspicuous location and was carried-out in accordance with Commission regulations and company procedures. ***Id***.

Ms. Kennedy also provided testimony addressing the effect on posting of the "no-solicitation" placard on Complainant's front door. She testified that DLC does not regard the posting of 72-hour termination notices as solicitation. ***N.T., p. 156***. Ms. Kennedy explained, *we are not selling anything. We are just providing information to the customer*. ***Id***.[3] Indeed, Ms. Kennedy's explanation is consistent with the dictionary definition of "solicitation". The *Oxford Learner's Dictionary* defines "solicitation" as the *act of asking somebody for something, such as support, money or information; the act of trying to get something or persuading somebody to do something*. See ***www.oxfordlearnersdictionaries.com/us/definition/english/solicitation***. Here, the intent of a termination notice is not to ask the customer for anything. Instead, its sole purpose is to provide the customer with critical information concerning the status of his or her account, including the threat of termination if the account balance is not paid in full prior to the termination date.

2. Delivery of Posting

Roxanne Morris, DLC's Supervisor of Regulatory Consumer Relations, addressed the claim of Complainant that DLC should have emailed its 72-hour termination notice instead. Ms. Morris testified that regulatory practice for providing 72-hour termination notices authorizes such notices to be communicated either by phone or by visiting the customer's property. ***N.T., p. 143***. Here, DLC's Customer Contacts, forming DLC Exhibit No. 16, document that efforts to reach Complainant by phone were unsuccessful,

[3] Of note, Complainant testified about other utilities posting termination notices at her home, but does not claim in connection with those postings that they were done in contravention of the "no solicitation" sign on her door. ***N.T., p. 18***.

thereby warranting an in-person visit to Complainant's home pursuant to the "personal contact" provisions of 52 Pa. Code § 56.93.[4] ***DLC Ex. No. 16***. Notifying Complainant by email is not required by regulation, and the record contains no evidence that Complainant previously provided DLC with consent approving the use of email for the purpose of notifying about a pending termination. ***N.T., p. 143***. See *52 Pa. § 56.93(3)*.

E. Complainant Failed to Meet Her Burden of Proof to Substantiate Her Claim that DLC Impermissibly Interfered with an Application to Secure a LIHEAP Crisis Grant and with Requests for CAP Benefits

Complainant alleged that DLC impermissibly interfered with her application to secure a LIHEAP crisis grant and with her requests for CAP benefits. ***N.T., 19-22, and 100***.

With respect to LIHEAP, Complainant alleges in her Complaint that DLC incorrectly reported she was not at threat of termination at the time she applied for a LIHEAP crisis grant. ***Complaint, p. 2***. LIHEAP crisis grant eligibility is not something DLC prescribes, however, as a point of procedure, the filing of an Informal Complaint suspends account balances from collection, thereby eliminating the threat of termination. Ms. Morris, on behalf of DLC, testified that Complainant was not eligible for a LIHEAP crisis grant because termination of her service was stayed pending the filing of her *Informal Complaint*. ***N.T., p. 137***. At the time Complainant applied, she was no longer in threat of termination, a requirement for LIHEAP crisis grant eligibility. Complainant now acknowledges that the filing of an *Informal Complaint* rendered her ineligible for a

[4] 52 Pa. Code § 56.93 provides that if personal contact by one method is not possible, then the public utility is obligated to attempt another method. Specifically, § 56.93 provides, in part, that *phone contact shall be deemed complete upon attempted calls on 2 separate days to the residence . . .* and (2) that *if contact is attempted in person by a home visit, only one attempt is required. The public utility shall conspicuously post a written termination notice at the residence if it is unsuccessful in attempting to personally contact a responsible adult occupant during the home visit*.

crisis grant because her electric service was no longer at risk of termination. ***N.T., pp. 80, 110, 119 and 120***. Because Complainant filed an *Informal Complaint*, DLC submits that its response to LIHEAP's inquiry was reasonable under Section 1501 of the Public Utility Code.

With respect to CAP, Complainant testified that DLC forced her to apply and that she spent years attempting to apply for CAP benefits, claiming that she was never able to qualify because of DLC losing applications and proof of income. ***N.T., pp. 80, 110, 119 and 120***. Ms. Morris testified that customers cannot be forced into CAP with a threat of shut-off, and it is not DLC's policy to force such applications. ***N.T., p. 140***. In fact, applications are customer driven, necessitating the submission of proof of income and household size by the customer as a precondition to an eligibility determination. Ms. Morris further testified that DLC never improperly interfered with CAP benefits to which Complainant felt entitled. ***N.T., pp. 138-139***. To the contrary, Complainant had at least three discussions with DLC concerning the CAP enrollment process, once on November 19, 2021, and twice on November 30, 2021. ***DLC Ex. No. 16***. Complainant's CAP enrollment was not administratively complete until she finalized her application on August 26, 2022. ***N.T., pp. 138-139***.

F. Complainant Failed to Meet Her Burden of Proof to Substantiate Her Claim that DLC Impermissibly Discriminated Against Her Based upon Her Political Affiliation

Complainant alleges that DLC profiled her for discriminatory treatment over the years, all because of a Donald J. Trump flag that hangs in her front window. ***N.T., p. 19***. Both Ms. Morris and Ms. Kennedy from DLC testified that DLC does not treat customers differently based on their political affiliation. ***N.T., pp. 143, 144 and 156***. The record reflects that the only evidence offered by Complainant to support her claim of

discriminatory treatment is her bald assertions, personal opinions, perceptions and suspicions that DLC acted in such fashion, without any substantial competent evidence to support those claims. Mere subjective beliefs like those subscribed to by the Complainant cannot support an entitlement to relief under *McCauley* and *MidAtlantic Power*.

IV. CONCLUSION

Complainant presented no substantial competent evidence to support a finding that DLC violated its own protocols or procedures, or that DLC violated any regulation or order of the Commission. Her "evidence" is subjective only, consisting of bald assertions, personal opinions, perceptions and suspicions, which under *McCauley* and *MidAtlantic Power* cannot support an entitlement to relief. The Complaint filed by Ms. Cibrone-Abate should be dismissed.

V. PROPOSED FINDINGS OF FACT

1. The 72-hour termination notice that is the subject of the Complaint was hung on a broken door handle inside Complainant's screen door that was marked with a "no solicitation" placard. The notice was folded and placed in a clear plastic bag along with other papers. ***N.T., pp. 18, 79 and 82***.

2. Regulatory practice for providing 72-hour termination notices authorizes such notices to be communicated either by phone or by visiting the customer's property. ***N.T., p. 143***.

3. DLC's Customer Contacts, forming DLC Exhibit No. 16, document that efforts to reach Complainant by phone to communicate information regarding a 72-hour termination notice were unsuccessful, thereby warranting an in-person visit to Complainant's home to post notice. ***DLC Ex. No. 16***.

4. Notifying Complainant by email was not employed in this instance, as such means of communicating notice is not required by regulation and the record contains no evidence that Complainant previously provided DLC with consent approving the use of email for the purpose of notifying about a pending termination. ***N.T., p. 143***.

5. The posting of 72-hour termination notices is not solicitation in accordance with the standard dictionary definition of that term. See ***www.oxfordlearnersdictionaries.com/us/definition/english/solicitation***.

6. The *Oxford Learner's Dictionary* defines "solicitation" as the *act of asking somebody for something, such as support, money or information; the act of trying to get something or persuading somebody to do something*. ***Id***.

7. The intent of a termination notice is not to solicit or to ask the customer for anything. Instead, its sole purpose is to provide the customer with critical information concerning the status of his or her account, including the threat of termination if the account balance is not paid in full prior to the termination date. ***N.T., p. 156***.

8. The manner of posting as described by Complainant, namely, to hang the posting on the inside of a screen door in a bag folded up with a pamphlet about where the customer can obtain help, was carried-out in accordance with DLC's protocols and the training given to DLC's field representatives. ***N.T., pp. 155-156***.

9. The field posting as described by Complainant was in a conspicuous location and was carried-out in accordance with Commission regulations and company procedures. ***Id***.

10. DLC did not intentionally hide the 72-hour termination notice that is the subject of the Complaint. Instead, the termination notice, along with information about other customer assistance programs, was properly posted at Complainant's residence in accordance with regulatory requirements and DLC's internal protocols. ***N.T., pp. 153-156***

11. DLC did not incorrectly report Complainant's LIHEAP crisis grant eligibility status to the LIHEAP grant coordinator. ***N.T., p. 137***.

12. The filing of an Informal Complaint suspends account balances from collection, thereby eliminating the threat of termination. ***Id***.

13. Complainant was not at threat of termination at the time she applied for a LIHEAP crisis grant, a requirement for eligibility. ***Id***.

14. Complainant was not eligible for a LIHEAP crisis grant because termination of her service was stayed pending the filing of her *Informal Complaint*. ***Id***.

15. Complainant acknowledges that the filing of an *Informal Complaint* rendered her ineligible for a crisis grant because her electric service was no longer at risk of termination. ***N.T., pp. 80, 110, 119 and 120***.

16. DLC never improperly interfered with CAP benefits to which Complainant felt entitled. ***N.T., pp. 138-139***.

17. CAP benefits were never awarded to Complainant until August 26, 2022 because Complainant never completed her CAP enrollment until then. ***Id***.

18. A Donald J. Trump flag hangs in Complainant's front window. ***N.T., p. 19***.

19. DLC does not treat customers differently based on their political affiliation. ***N.T., pp. 143, 144 and 156***.

VI. PROPOSED CONCLUSIONS OF LAW

1. As the party seeking intervention from the Commission, Complainant bears the burden of proving DLC violated provisions of the Public Utility Code or the Public Utility Commission's regulations in some fashion. *Section 332(a) of the Public Utility Code, 66 Pa. C.S. §332(a)*.

2. To satisfy her burden of proof, Complainant must show that DLC is responsible or accountable for the problem described in her Complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 PA PUC 196 (1990), and *Feinstein v. Philadelphia Suburban Water Company*, 50 PA PUC 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Public Utility Comm'n*, 134 Pa. Commw. 218; 221-222, 578 A.2d 600; 602 (1990), *alloc. den*. in 602 A.2d 863 (1992).

3. Decisions of the Commission must be supported by substantial evidence. *Sensenig*, *citing* 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Id*. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Sensenig*, *citing Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa.Super. 1961); and *Murphy v. Comm., Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth.1984). Mere bald assertions, personal opinions, or perceptions do not constitute evidence. *McCauley v. Pennsylvania Electric Company,* 2014 WL 1390779 (Pa.P.U.C.)*; MidAtlantic Power Supply Association of Pennsylvania v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000).

4. Complainant has failed to present any evidence that DLC violated the Public Utility Code or the Commission's regulations or an order of the Commission. At the hearings in this matter, Complainant repeatedly claimed that she believed DLC was violating its own protocols with respect to the posting of 72-hour termination notices and the handling of applications for benefit assistance, but was unable to cite to a single protocol of DLC or regulation or order of the Commission that DLC purportedly violated. All the Complainant offered through her testimony was bald assertions, personal opinions, perceptions and suspicions that DLC violated its own protocols and procedures, and Commission regulations and orders, without any substantial competent evidence to support those claims. Mere subjective beliefs like those subscribed to by the Complainant cannot support an entitlement to relief under *McCauley* and *MidAtlantic Power*.

5. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. *66 Pa. C.S. § 1501*.

6. The statutory definition of "service" is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995.

7. Complainant has failed to carry her burden of providing sufficient evidence to support a finding that DLC violated the Public Utility Code or the Commission's regulations with respect to the service provided by DLC, and therefore, the Complaint must be dismissed.

VII. PROPOSED ORDERING PARAGRAPHS

WHEREFORE, it is hereby ORDERED, that:

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. *66 Pa. C.S. §701*.

2. Pursuant to 66 Pa. C.S. §§332(a), the burden of proof in this proceeding is on the Complainant.

3. The Complainant has not met her burden of proving that she is entitled to relief. *66 Pa. C.S. §§332(a).*

4. The *Formal Complaint* of Cletus Marie Cibrone-Abate against Duquesne Light Company at Docket No. F-2022-3035653 is denied, with prejudice.

5. That the record at Docket No. F-2022-3035653 is marked closed.

Respectfully submitted,

STEVENS & LEE

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Donald R. Wagner (I.D. No. 80280)
David R. Beane (I.D. No. 53343)
111 N. 6th Street
Reading, PA 19601
Phone: (610) 478-2216
Fax: (610) 988-0846
donald.wagner@stevenslee.com
david.beane@stevenslee.com
COUNSEL FOR DUQUESNE
LIGHT COMPANY

DATE: April 25, 2023

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CLETUS MARIE CIBRONE ABATE Complainant	: :	
v.	:	Docket No. F-2022-3035653
DUQUESNE LIGHT COMPANY Respondent	: :	

CERTIFICATE OF SERVICE

I hereby certify that on April 25, 2023, a true and correct copy of Brief of Duquesne Light Company was served *via* electronic mail upon the following parties, in the manner(s) indicated below, and upon Cletus Marie Cibrone Abate *via* First Class mail in the manner indicated below, in accordance with the requirements of 52 Pa Code § 1.54 (relating to service by a participant):

Honorable Emily I. DeVoe, Administrative Law Judge
c/o Christina M. Biggica, Legal Assistant
Piatt Place Downtown
301 Fifth Avenue #220
Pittsburgh, PA 15222
edevoe@pa.gov

Cletus Marie Cibrone Abate
29 Briggs St.
Pittsburgh, PA 15234
cletuscibrone7@gmail.com

STEVENS & LEE

_____
Donald R. Wagner (I.D. No. 80280)
David R. Beane (I.D. No. 53343)
111 N. 6th Street
Reading, PA 19601
Phone: (610) 478-2216
Fax: (610) 988-0846
donald.wagner@stevenslee.com
david.beane@stevenslee.com
COUNSEL FOR DUQUESNE LIGHT COMPANY