

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Karen Feitt & Higinio Mendoza Jr.	:	
	:	
v.	:	C-2022-3037095
	:	
Duquesne Light Company	:	

**INITIAL DECISION**

Before  
Mary D. Long  
Administrative Law Judge

**INTRODUCTION**

The complaint is dismissed. The complainants failed to sustain their burden of proving that the utility billed them incorrectly and owed them a refund, or otherwise violated the Public Utility Code.

**HISTORY OF THE PROCEEDINGS**

On December 5, 2022, Karen Feitt and Higinio Mendoza (Complainants) filed a formal complaint against Duquesne Light Company (Duquesne Light). Complainants checked the boxes indicating that the utility is threatening to terminate their service, that they would like a payment arrangement and that there are incorrect charges on their bill and “other.” Specifically, they stated that the June 2022 bill indicated a credit but that “the bill details did not disclose a credit balance.” They further explained that the Truth in Lending Act, among other provisions of federal law, required Duquesne Light to issue a refund.

Duquesne Light filed an answer on December 21, 2022. Duquesne Light admitted to issuing a termination notice to the Complainants but denied that there were any incorrect charges on the Complainants' bill.

Duquesne Light also filed preliminary objections on December 21, 2022. Duquesne Light alleged that the Complainants' allegations that Duquesne Light violated the Fair Debt Collection Practices Act,<sup>1</sup> the Fair Credit Reporting Act,<sup>2</sup> the Truth in Lending Act<sup>3</sup> must be dismissed because the Commission does not have jurisdiction to adjudicate claims arising out of federal law.

The Complainants filed a response to Duquesne Light's preliminary objections on January 4, 2022. In response, the Complainants conceded that the Commission does not have jurisdiction to adjudicate claims regarding the Fair Debt Collection Practices Act, the Fair Credit Reporting Act and the Truth in Lending Act. (Complainants Response ¶¶ I.3; II.3). However, the Complainants argued that the Commission does have jurisdiction to consider their claim that there are incorrect charges on their bill.

This matter was assigned to me on January 6, 2023. By order entered January 9, 2023, I sustained Duquesne Light's preliminary objections. The Complainants conceded that the Commission does not have jurisdiction to adjudicate their claims pursuant to federal law. I held that it is well-settled that the Commission does not have jurisdiction to resolve claims that arise under federal law.<sup>4</sup>

I also held that the Complainants may proceed with their claim that there are incorrect charges on their June 2022 bill. I also noted that both parties had expressed a desire for

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<sup>1</sup> 15 U.S.C. § 1692 *et seq.*

<sup>2</sup> 15 U.S.C. § 1681 *et seq.*

<sup>3</sup> 15 U.S.C. § 1601 *et seq.*

<sup>4</sup> *See, e.g. Alkhatib v. EPOC Energy Co.*, Docket C-2011-2242125 (Opinion and Order entered January 12, 2012).

the assistance of mediation to resolve their dispute. Therefore, the case was referred to the Commission's Mediation Unit for the Commission's mediation review process.

The parties were unable to resolve their dispute in mediation. On February 10, 2023, the Office of Administrative Law Judge scheduled a hearing by telephone on March 21, 2023. I issued a prehearing order which explained the procedures that would apply to the hearing on the same day.

I convened the hearing as scheduled. Higinio Mendoza, Jr. appeared, self-represented, and testified on his own behalf.<sup>5</sup> Two exhibits, Complainants' Exhibits 1 and 2, were admitted into the record for the Complainants. Duquesne Light was represented by Emily M. Farah, Esquire. Duquesne Light presented the testimony of one witness, Roxanne Morris. Duquesne Light moved for the admission of three exhibits. Additionally, I directed the admission of one of Duquesne Light's proposed exhibits. Duquesne Light Exhibits A, C, D and K were admitted into the record. The hearing generated a transcript of 55 pages.

At the conclusion of the hearing I directed the Complainants and Duquesne Light to file written statements to provide both parties with an opportunity to clearly explain their respective positions. As directed, both Complainants and Duquesne Light served written statements.<sup>6</sup> I closed the record by order entered April 26, 2023.

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<sup>5</sup> The legal representation section of the complaint form, in the space provided for a lawyer's name, is the notation "The person considered "Private Attorney General" is the male (spouse), or claimant." Mr. Mendoza is not an attorney licensed to practice law and he cannot represent Ms. Feitt in that capacity. I note, however, that Ms. Feitt and Mr. Mendoza state that they are spouses and both appear to be listed as account holders at the service address. *See* Duquesne Light. Answer, Ex. C.

<sup>6</sup> The Complainants served their final statement by email and did not file it properly with the Secretary's Bureau. As a courtesy I requested the Secretary's Bureau accept the document for filing and include it on the Commission's docket for the case. The Complainants were notified that the Secretary's Bureau does not accept documents by email for filing and were provided with instructions. Mr. Mendoza emailed several additional documents. He was instructed by email that the Commission's regulations do not permit parties to email documents to the Commission's Secretary in lieu of filing. He was provided with instructions for properly filing documents. I did not consider documents emailed by Mr. Mendoza but not filed with the Secretary's Bureau. Although some flexibility is afforded to self-represented litigants, there must be limits to that flexibility. Self-represented litigants may not simply flout procedural rules that apply to all other litigants. *See McNeil v. United States*, 508 U.S. 106, 113 (1993) ("[w]e have never suggested that procedural rules in ordinary civil litigation should be interpreted so as to excuse mistakes by those who proceed without counsel. As we have noted before, in the long run, experience teaches that strict adherence to the procedural requirements specified by the legislature is the best guarantee of evenhanded administration of the law." (footnote and citation omitted)). *Faretta v. California*, 422 U.S. 806 (1975)

## FINDINGS OF FACT

1. The Complainants reside at 1036 Jackman Avenue and receive utility service from Duquesne Light. Tr. 11.
  
2. The Complainants receive a bill from Duquesne Light every month. Tr. 13.
  
3. Mr. Mendoza sent a letter dated December 4, 2022, to Matthew Ankrum, Chief Financial Officer for Duquesne Light which requested “an accounting” for Mr. Mendoza’s Duquesne Light account and disputing any debt owed to Duquesne Light. Complainant Ex. 1; Tr. 14, 16.
  
4. Roxanne Morris, Regulatory Consumer Relations Supervisor, responded to Mr. Mendoza’s letter by contacting him on December 8, 2022, to discuss his complaint which included his letter as an attachment. Tr. 31.
  
5. As of the date of the hearing, the total balance on the Complainants’ account was \$2,421.45. DLC Ex. A; Tr. 33.
  
6. Four payments have been posted to the account in the last year; only 1 payment was for the fully billed amount. Tr. 34.
  
7. The Complainants have been awarded one Commission payment arrangement and two company payment arrangements. Tr. 36.

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(The right of self-representation is not a license not to comply with relevant rules of procedure); *Vann v. Unemployment Comp. Bd. of Rev.*, 494 A.2d 1081 (Pa. 1985); *Hall v. PECO Energy Co.*, Docket No. C-2010-2192176 (Final Order entered July 27, 2011).

8. The Commission-issued payment arrangement was awarded to the Complainants by the Bureau of Consumer Services on March 30, 2022 and was not timely appealed. DLC Ex. D; Tr. 37.

9. Duquesne Light is billing the Complainants in accordance with the Commission-issued payment arrangement. Tr. 37.

10. The Complainants have not satisfied any of the payment arrangements, including the recently awarded Commission-issued payment arrangement. Tr. 38.

11. Duquesne Light issued a bill to the Complainants in June of 2022, which indicated a total account balance of \$1,751.53. Tr. 40; DLC Ex. A.

### DISCUSSION

Section 701 of the Public Utility Code, provides that any person may complain, in writing, about any thing done or not done by a public utility which violates any laws which the Commission has the authority to administer.<sup>7</sup> A person can also complain that a utility has violated Commission regulations and orders.<sup>8</sup>

A person who wants the Commission to do something to resolve their complaint has the burden of proof.<sup>9</sup> In this matter, the Complainants are the party asking for relief from the Commission; therefore, they have the burden of proof. This means that the Complainants must present facts which support their claim that Duquesne Light made an error on their bill.<sup>10</sup> As a matter of law, to establish a legally sufficient claim, a complainant must show that the utility is

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<sup>7</sup> 66 Pa.C.S. § 701.

<sup>8</sup> *Id.*

<sup>9</sup> 66 Pa.C.S. § 332(a).

<sup>10</sup> *Popowsky v. Pa. Pub. Util. Comm'n*, 937 A.2d 1040 (Pa. 2007) (Popowsky); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

responsible or accountable for the problem described in the complaint.<sup>11</sup> The offense must be a violation of the Public Utility Code, a Commission regulation or Order or a violation of a Commission-approved tariff.<sup>12</sup>

This complaint is the latest in a line of complaints filed by the Complainants in which the Complainants claim that they do not owe the utility any money. In this case, it appears that they are arguing that their June 2022 bill showed a credit, but account details did not disclose a credit balance.”<sup>13</sup> According to the Complainants,

[i]t is required by law the discloser, treatment of any balance (credit) is supposed to be refunded, at the consumer request however this business has denied our request for the return. It is the responsibility of the creditor (DLC/the Respondent) to refund the credit excess balance upon we the consumer, request, and we have requested this return. It is our understanding that, if, we are being denied credit, then there is no “debt” to this company. This is not our doing, but “Congress” establishes that we can claim, asserting our consumer rights. . . . Although, the respondent service is adequate, any denying our access to the “Request for Accounting” (UCC 9-210(A)(4)) stated above is an abuse, because, it would establish deception, including within their statement sent in their form(s) of a bill. . . .<sup>14]</sup>

In his testimony, Mr. Mendoza further explained:

I am the beneficiary of the trust here today, and I’m appointing you as my trustee. And as my trustee I want you to again to this document again seems to not address the heart of it. And that is to go through the proper channels of the corporation and so to follow the procedures I’ve requested, and therefore, this trust is now expressed on record. I ask you to discharge all the debt that we are accused of and eliminate this record. We have suffered, and I think you know the amount I have requested in regards to that. So that will come from the proceeds of the Court, and again, we wish to be compensated.<sup>15]</sup>

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<sup>11</sup> *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

<sup>12</sup> 66 Pa.C.S. § 701.

<sup>13</sup> Complaint at p. 2.

<sup>14</sup> Complaint at p. 3 (minor grammatical and spelling corrections have been made.).

<sup>15</sup> Tr. 51.

Finally, Mr. Mendoza explained that he did not owe money to Duquesne Light, but until the amount was determined, he could not waive his request for a payment arrangement:

The law in regards to a bill error has not been addressed here today. I have not spoken to the chief financial officer in regards to this account. And therefore, how can I withdraw my request that of the claim? This is a billing error, there is no doubt without disclosure, without the actual addressing the account itself, our claim to it with regards to the documents sent to the chief financial officer. And also Counselor Farah would have those documents as well, that account is, yes, yes, they are the distributors, they are the creditors to us. We are the obligators but that is our account with regards to this matter, but they have not transferred the interest to us, that's very important, that's ours, and the financial charges are to the principal to the monthly bill because then again we wouldn't have that kind of debt in regards to this, Your Honor. Therefore, I would request that you as the trustee look into the matter and discharge.<sup>[16]</sup>

In their final statement, the Complainants rely on the language of Act 129 which provides for "cost recovery" to support their claim for a refund:

This claim arose as a result requesting for accounting (UCC 9 - 210/other applicable laws), reviewed as a reasonable standard procedure. The Public Utility Commission should allow the claimant request as a cost recovery method protecting the consumer credit transaction with full disclosure of the consumer account. More importantly this matter appears as a "Trust" action, and initially in an attempt by the claimant to remedy the matter privately. The respondent Attorney (Et al) did not acknowledge the matter being a private Trust, furthermore, respondent refuses claimant request for review of the account (UCC 9-210) for cost recovery remedy. More importantly, prior actions of the respondent afforded the claimant at the time of the hearing to invoke the expressed "Trust" as acknowledgement of the matter being a private trust to the Administrative Law Judge. Our claim (in the form of a complaint) is the property, an account within the respondent place of business, and claimant has the lawful right position as the "Power of Attorney" therefore allowing the interest applied monthly to the principle, and that is within the (bill) statement of account. It would appear as having a dual effect. One being a return to us the consumer, and the second the appearance that the respondent upon their books unearned interest. The Pennsylvania Public Utility Commission has House Bill 2200 - Act 129 of 2008, that allows cost recovery through the consumer credit transaction, and we the consumer requested a review of the account because it appears as a "billing error". Since we expressed that matter as a "Trust" there is an "IRRECONCILABLE CONFLICT BETWEEN STATUTE, PA

CONSTITUTION AND THE UNITED STATES CONSTITUTION THAT IS TO BE RESOLVED IN FAVOR OF THE CONSTITUTIONALITY AND THE BENEFICIARY."<sup>17]</sup>

The Complainants' argument is difficult to discern. Mr. Mendoza complained at the hearing that he needed to question Duquesne Light's Chief Financial Officer, Matthew Ankrum, regarding the "accounting" entries on the account. He did not request a subpoena to secure Mr. Ankrum's attendance at the hearing. As the Respondent, Duquesne Light had no obligation to produce a witness on behalf of the Complainants.

Moreover, "accounting entries" are not relevant to the Complainants claim that their bill is inaccurate. The Commission rejected a similar argument in *Feitt v. Peoples Natural Gas Company LLC – Equitable Division*, where the complainants requested a "True Bill of Commerce" rather than a "Statement of Account":

The first and main issue raised in the Petition in the Affidavit of Truth portion is the Petitioners' assertion that they need a "True Bill of Commerce" to properly settle any debt they have accrued. They aver that their bill can be paid by operation of law through use of their signatures and endorsement. In making this claim, the Petitioners refer to the U.S. Constitution, a 1933 House Joint Resolution of the U.S. Congress, and the "Collective Entity Doctrine."

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During the hearing, Mr. Mendoza made several requests that the Complainants be provided a "True Bill of Commerce" from Peoples and discussed the harms that he and Ms. Feitt suffered as a result of not having this document. Tr. at 19-20, 22-23, 39, 44. After due consideration of the request, ALJ Long denied the Complainants' request, which she characterized as a motion to compel. Tr. at 18. It is our understanding that the Complainants' concerns with their bill arise from their assertion that the bill does not conform with Generally Accepted Accounting Principles (GAAP), thus, the Complainants were unable to understand that the arrearage presented (\$406.55) was owed and not representative of payments they already made. As the ALJ correctly held, there is no requirement that a utility bill be presented in GAAP format; nor is there a requirement that all

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<sup>17</sup>

Statement of Facts, p. 2.

customers be able to understand the bill if the billing format is objectively understandable. See I.D. at 4, 6-7; *Keffalas v. West Penn Power Company*, Docket No. F-2013-2355594 (Final Order entered December 5, 2013).<sup>[18]</sup>

The Complainants claim that the cost recovery language in Act 129 supports their claim that Duquesne Light must issue a refund. This argument also fails. The purpose of the “cost recovery” in Act 129 are mechanisms is to ensure that energy efficiency measures approved by the Commission are financed appropriately.<sup>19</sup> In other words, the cost recovery referenced in Act 129 is not related to consumer allegations of improper billing. Because Complainants’ Act 129 allegations are unrelated to the relief requested, namely, a billing credit, Complainant’s references to Act 129 must be dismissed.

Other aspects of the Complainants’ argument seem to be similar to the “vapor money” theory that has been considered and rejected by many courts in cases where an individual claims that they do not owe a consumer debt or mortgage loan. The United States District Court for the Western District of Pennsylvania explained this theory in a dismissal of a similar claim before that court:

Plaintiff's theories appear to be variations of the "vapor money" theory or the "unlawful money" theory that emanate from the sovereign citizen movement.<sup>[20]</sup> . . . Plaintiff's arguments mirror attempts to disavow legal obligations based on this movement. As explained in *Richardson v. Deutsche Bank Trust Company Americas*, No. 3:08-cv-01857, 2008 U.S. Dist. LEXIS 100716, 2008 WL 5225824 (M.D. Pa. Dec. 2, 2008) (quoting *Demmler v. Bank One NA*, No. 2:05-CV-322, 2006 U.S. Dist. LEXIS 9409, 2006 WL 640499 (S.D. Ohio Mar. 9, 2006)):

Plaintiff alleges that the promissory note he executed is the equivalent of "money" that he gave to the bank.

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<sup>18</sup> *Feitt v. Peoples Natural Gas Co. LLC – Equitable Division*, Docket No. F-2018-3003833 at 5-6 (Opinion and Order entered October 8, 2020).

<sup>19</sup> See 66 Pa.C.S. § 2806.1.

<sup>20</sup> I note that Mr. Mendoza does not describe himself as a sovereign citizen, but has used legal “theories” and expressions that are common to adherents of the philosophy in this matter as well as other complaints that he has filed with the Commission.

He contends that [the bank] took his "money," i.e., the promissory note, deposited it into its own account without his permission, listed it as an "asset" on its ledger entries, and then essentially lent his own money back to him. He contends that [the bank] did not actually have the funds available to lend to him, but instead "created" the money through its bookkeeping procedures. He further argues that because [the bank] was never at risk, and provided no consideration, the promissory note is void ab initio and Defendants' attempts to foreclose on the mortgage are therefore unlawful. *Demmler*, 2006 U.S. Dist. LEXIS 9409, 2006 WL 640499 at \*3.

This same, or similar, argument has been tried and consistently rejected in federal courts across the country, and like every court previously encountering this argument, the Demmler court found the complaint "utterly frivolous and lack[ing] any legal foundation." *Id.*; see also *Frances Kenny Family Trust v. World Savings Bank*, No. C04-03724 WHA, 2005 U.S. Dist. LEXIS 2403, 2005 WL 106792 (N.D. Cal. Jan.19, 2005) (sanctioning plaintiffs and rejecting their "vapor money" theory); *Carrington v. Fannie Mae*, No. 05-cv-73429-DT, 2005 U.S. Dist. LEXIS 31605, 2005 WL 3216226, at \*3 (E.D. Mich. Nov. 29, 2005) (finding "fundamentally absurd and obviously frivolous" plaintiff's claim that the lender unlawfully "created money" through its ledger entries); *United States v. Schiefen*, 926 F. Supp. 877, 880-81 (D.S.D. 1995) (rejecting arguments that there was insufficient consideration to secure the promissory note, and that lender had "created money" by means of a bookkeeping entry); *Thiel v. First Fed. Savings & Loan Ass'n of Marion*, 646 F. Supp. 592 (N.D. Ind. 1986) (rejecting claims that lender had violated RICO and the National Bank Act by issuing loan check in exchange for promissory note, and imposing sanctions on plaintiffs for bringing frivolous action); *Rene v. Citibank*, 32 F. Supp. 2d 539, 544-45 (E.D.N.Y.1999) (rejecting claims that because lender did not have sufficient funds in its vault to make the loan, and merely "transferred some book entries," the lender had created illegal tender). *Richardson v. Deutsche Bank Tr. Co. Americas*, No.

CIV. A 3:08-CV-01857, 2008 U.S. Dist. LEXIS 100716, 2008 WL 5225824, at \*6-7 (M.D. Pa. Dec. 12, 2008).

After reviewing Plaintiff's Complaint in detail and the opinions of federal courts previously encountering similar allegations, the Court agrees and also finds that Plaintiff's Complaint is patently frivolous.<sup>[21]</sup>

Similarly, the Complainants' claim that Duquesne Light owes them a refund is nothing but an elaborate but legally baseless construct.<sup>22</sup>

The Complainants checked the box on the formal complaint form noting that they wanted a payment arrangement. The Complainants were recently awarded a Commission payment arrangement in March 2022. They are currently in default of this payment arrangement. The Complainants did not present any evidence that their income or household size had changed which would justify a new payment arrangement.

It is clear from Mr. Mendoza's testimony that he does not believe that he owes Duquesne Light any money. Therefore, awarding a further payment arrangement would be futile.<sup>23</sup>

The Complainants also appear to argue that the Commission has no jurisdiction to impair a contract between them and the Universal Postal Union:

The Universal Postal Union the claimant used an autographed stamp with a seal on the back side of the Pennsylvania Public Utility Commission administrative law court documents.

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<sup>21</sup> *Awai v. USAA Fed. Sav. Bank*, 2020 U.S. Dist. LEXIS 128056, \*7-9, adopted by *Awai v. USAA Fed. Sav. Bank & Laura Bishop*, 2021 U.S. Dist. LEXIS 31199 (W.D. Pa., Feb. 19, 2021)

<sup>22</sup> *See Stailey v. UGI Utilities, Inc. (Gas Division)*, Docket No. C-2019-3008847 pp. 10-11 (Initial Decision December 17, 2019), adopted by Opinion and Order entered December 16, 2021; *See also Mendoza v. Pub. Util. Comm'n*, No. 1095 C.D. 2109 (Pa. Cmwlth. December 19, 2019)(dismissing petition for review of *Feitt v. Duquesne Light Co.*, Docket No. F-2017-2636316 (Opinion and Order entered June 13, 2019), citing Pennsylvania cases rejecting the claim that only gold and silver may be demanded for payment obligations).

<sup>23</sup> *Feitt v. Duquesne Light Co.*, Docket No. F-2017-2636316 (Opinion and Order entered June 13, 2019), petition for rescission denied by Opinion and Order entered February 6, 2020.

Evidence that we the claimant possess the cancelled obligation on the civil side of your court documents. Furthermore, it establishes our position as the postmaster of the contract, and constitutes a cross-claim. Using the stamp process on documents presents Judge Mary D. Long, and our adversary the problem because Pennsylvania Public Utility Commission, and the attorney for the respondent jurisdiction is subordinate to that of the Universal Postal Union, General Postal Union, which the claimants have invoked for our benefit. The result in practice of doing this establishes that we are the holders of the civil assessment, therefore, questions exist, can an Administrative Law Judge from the Pennsylvania Public Utility Commission give an order of court go against the Universal Postal Union, International Law, and treaties? No official, attorneys, or judges, (Et al) can go against the Universal Postal Union, international law, and treaties. In addition, they have no authority/jurisdiction to impair a contract between us (as the living principal) and the Universal Postal Union (overseer of all world commerce). Our cancelled stamps by sealing it and autographing it was done in the capacity of being the living principal, as acknowledged by our seal, witnessed by a Jurat on the documents. Furthermore, the Pennsylvania Public Utility Commission documents we sent back were handwritten in gold numeric numbers on the top right corner of every page, evidenced by those documents, the contract underlying it under international law, and treaty.<sup>[24]</sup>

This claim centers on the Complainants' practice of including a postage stamp on the pages of documents. Like many of the Complainants' procedural practices, this also is a fictitious "rule" that has no relevance to the accuracy of Duquesne Light's billing.

In their Statement of Fact, the Complainants renew their claim that Ms. Farah and I are required to provide them with an "Oath of Office" and "FARA registration."<sup>25</sup> This request was considered and denied at the hearing, after providing counsel for Duquesne Light and Mr. Mendoza an opportunity to discuss the request.<sup>26</sup> The Complainants do not raise any new

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<sup>24</sup> Statement of Fact, pp. 3-4.

<sup>25</sup> See Complainant Ex. 2.

<sup>26</sup> Tr. 7-9.

legal argument that requires a reconsideration of the request. Moreover, the Commission has likewise ruled in *Mendoza v. Peoples Natural Gas Company LLC*, that

Section 612 of the United States Code, which is part of the Foreign Agents Registration Act of 1938, pertains to the requirement that an agent of a foreign principal must file a registration statement with the Attorney General. Neither the ALJ nor Peoples' counsel is acting as an agent of a foreign principal, as defined in 22 U.S.C. § 611, in this proceeding. Consequently, Section 612 does not apply to this case, and the Complainant's first Exception is denied.<sup>[27]</sup>

It is well settled that customers have an obligation to pay for utility service.<sup>28</sup> The Complainants have the burden of proving that Duquesne Light violated a rule or regulation of the Public Utility Commission. The Complainants offered no evidence to support their claim that their bill from Duquesne Light was inaccurate. In contrast, Duquesne Light offered the credible testimony of Roxanne Morris, who reviewed the Complainants' statement of account and the payments made by the Complainants. Her testimony that the Complainants' June 2022 bill indicated a total account balance of \$1,751.53. As of the date of the hearing, the total balance on the Complainants' account was \$2,421.45.

This complaint is the latest in a series of complaints where the Complainants present convoluted arguments in order to avoid paying their utility bills.<sup>29</sup> Although every effort was made to provide the Complainants with ample opportunity to identify a Commission rule or regulations that Duquesne Light violated in rendering utility service to the Complainants, the Complainants have failed to present any facts or cite any law which would support their position. To the extent that I could discern an argument, the Complainants claims have either been

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<sup>27</sup> *Mendoza v. Peoples Natural Gas Company LLC*, Docket No. F-2019-3015189 (Opinion and Order entered July 15, 2021), p. 7.

<sup>28</sup> *Scaccia v. West Penn Power Company*, 55 Pa.P.U.C. 637 (1982).

<sup>29</sup> *See, e.g., Feitt v. Duquesne Light Co.*, Docket No. F-2017-2636316 (Opinion and Order entered June 13, 2019), petition for review dismissed, 1095 C.D. 2019 (Pa. Cmwlth. Dec. 18, 2019); *Feitt v. Peoples Natural Gas Co. LLC – Equitable Division*, Docket No. F-2018-3003833 (Final Order entered Mar. 29, 2019), petition for rescission denied by Opinion and Order entered Oct. 8, 2020; *Mendoza v. Peoples Natural Gas Co. LLC*, Docket F-2019-3015189 (Opinion and Order entered July 15, 2021).

disposed of in other Commission decisions or fail to state a legally sufficient claim at all. Therefore, the complaint is dismissed.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of the formal complaint. 66 Pa.C.S. § 701.
2. The Complainants bear the burden of proof. 66 Pa.C.S. § 332.
3. The cost recovery provisions of Act 129 do not apply to consumer billing disputes. 66 Pa. C.S. § 2806.1.
4. A public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Company*, 55 Pa.P.U.C. 637 (1982).
5. The Complainants failed to sustain their burden of proving that Duquesne Light company violated the Public Utility Code, regulation or order of the Commission. 66 Pa.C.S. § 332.

#### ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint of Karen Feitt and Higinio Mendoza, Jr. at Docket No. C-2022-3037095 is dismissed.

2. That the Secretary shall mark the docket closed.

Date: July 20, 2023

\_\_\_\_\_/s/\_\_\_\_\_  
Mary D. Long  
Administrative Law Judge