

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

Public Meeting held December 7, 2023

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Karen Feitt & Higinio Mendoza Jr.

C-2022-3037095

v.

Duquesne Light Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is a document submittal mailed to this agency by Karen Feitt and Higinio Mendoza Jr. (collectively, Complainants) and received, August 14, 2023. The document is referenced to the above-captioned formal complaint (Complaint) and is self-styled, “Warranted Bonded Property Claim.”¹ In the interest of pursuing justice, we shall consider this document as Exceptions of the Complainants filed

¹ The Commission notes that the submittal contains an image of a portion of the United States dollar on the cover and, as discussed below, is non-responsive to the issues in this proceeding, although the document makes a reference to the presiding Administrative Law Judge assigned to this proceeding.

to the Initial Decision of Administrative Law Judge (ALJ) Mary D. Long issued July 20, 2023. A response (Replies to Exceptions) to the August 14, 2023, submittal of the Complainants has been filed by Duquesne Light Company (Duquesne) on August 21, 2023.

Commission dockets further indicate that after the time period in which Exceptions and Replies to Exceptions are permitted in accordance with the Commission's Rules of Practice, certain other documents² referenced to this proceeding were submitted to the Commission Secretary by the Complainants.³ The documents submitted after the period of time for Exceptions and Replies to Exceptions are in violation of the Commission's Rules of Practice and will not be considered in our deliberations. On consideration of the Initial Decision and review of the record, we will adopt the Initial Decision (I.D.) and dismiss the Complaint.

Background

On December 5, 2022, Karen Feitt and Higinio Mendoza filed a Complaint against Duquesne. The Complaint was filed subsequent to a Commission, Bureau of Consumer Services (BCS) Informal Complaint, BCS No. 3854655, and was closed, September 29, 2022. *See*, Duquesne Exhibit (Exh.) "D" (redacted); *infra*, admitted at evidentiary hearing; I.D. Finding of Fact No. 8, *infra*.

² On August 22, 2023, Higinio Mendoza, Jr. filed Reply Exceptions and on August 23, 2023, Mr. Mendoza filed Replies to Reply Exceptions.

³ By Commission Secretarial Letters of August 23, 2023, and August 25, 2023, the Complainants' submittals were served upon the Parties of Record to constitute service for purposes of 52 Pa. Code §5. 533. By letter of September 12, 2023, Duquesne advised that it would not reply to those submittals and would stand upon its Replies to Exceptions and prior pleadings in the case.

The Complaint, in narrative, raises as a claim that, based on some unspecified transaction and/or undelineated legal theory, the Complainants are entitled to a refund or credit of an amount due to them as creditors, from Duquesne, as the debtor. Based on the existence of this alleged indebtedness, the Complainants assert that they are entitled to a disclosure of the amount they are owed by the utility and are further entitled to set-off the alleged indebtedness against any charges billed to them by Duquesne for electric utility service provided to their address (Service Address). *See*, Complainants' Exh. 1, *infra*.

The Complainants are not licensed to practice law and are appearing *pro se* in this proceeding.⁴ In the Complaint, the Complainants allude to various federal statutes, most of which apply to consumer transactions, including, *inter alia*, the Truth in Lending Act,⁵ Fair Credit Collection Act, and a Section of the Uniform Commercial Code (UCC).

On the Commission complaint form, the 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." *See*, I.D. at 1. The Complainants expressed the position that the provisions of federal law alluded to in their Complaint required Duquesne to issue them a refund. *Id*.

⁴ *See*, I.D. at 3, n. 5: "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."

⁵ Truth in Lending Act, Pub. L. No. 90-321, 82 Stat. 146 (1968) (codified as amended at 15 U.S.C. §§ 1601-1693r (2000)).

Duquesne filed an Answer on December 21, 2022. Duquesne admitted to issuing a service termination notice to the Complainants but denied that there were any incorrect charges on the Complainants' bill. Duquesne also filed Preliminary Objections on December 21, 2022.

In its Preliminary Objections, Duquesne averred that the allegations that it violated the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the Truth in Lending Act must be dismissed because the Commission does not have jurisdiction to adjudicate claims arising out of federal law.

On January 4, 2023, the Complainants filed an Answer to Duquesne's Preliminary Objections. In the 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. *See*, I.D. at 2.

The matter was, thereafter, assigned to ALJ Long. By Order entered January 9, 2023, ALJ Long sustained Duquesne's Preliminary Objections. The ALJ found that the Complainants conceded that the Commission does not have jurisdiction to adjudicate certain of their claims pursuant to federal law. The ALJ held that the Commission does not have jurisdiction to resolve claims that arise under federal law but ruled that the Complainants could proceed with their claim that there were incorrect charges on their June 2022 bill. *See*, I.D. at 2, n. 4, citing *Alkhatib v. EPOC Energy Co.*, Docket C-2011-2242125 (Opinion and Order entered January 12, 2012) (*Alkhatib*).

The Parties expressed a desire for the assistance of mediation to resolve their dispute. The case was, therefore, referred to the Commission's Mediation Unit for

the Commission's mediation review process. The Parties were unable to resolve their dispute in mediation. I.D. at 3.

On February 10, 2023, the Office of Administrative Law Judge scheduled a hearing by telephone for March 21, 2023. A prehearing order which explained, *inter alia*, the procedures that would apply to the hearing was mailed on the same day.

On March 21, 2023, the hearing was convened as scheduled. Higinio Mendoza, Jr. appeared, *pro se*, and testified on his own behalf. Two exhibits were sponsored by the Complainants: Complainants' Exhibits 1 and 2, which exhibits were admitted into the record for the Complainants. I.D. at 3.

Duquesne was represented by Emily M. Farah, Esquire. Duquesne presented the testimony of one witness, Roxanne Morris, Regulatory Consumer Relations Supervisor. *See*, Transcript (Tr.) 30. Duquesne moved for the admission of three exhibits. Additionally, the ALJ directed the admission of one of Duquesne's proposed exhibits (Exhibit D). Duquesne Exhibits A, C, D, and K were admitted into the record. I.D. at 3.

The hearing generated a transcript of 55 pages. At the conclusion of the hearing the Parties were directed to file written statements to provide an opportunity to clearly explain their respective positions. As directed, both the Complainants and Duquesne served written statements. The record was closed by an order entered on April 26, 2023. I.D. at 3.

The Initial Decision of ALJ Long was issued July 20, 2023, which decision recommended that the Complaint be dismissed. On August 14, 2023, Ms. Feitt and Mr. Mendoza filed Exceptions. On August 22, 2023, Duquesne filed Replies to Exceptions.

Discussion

A. Legal Standards

Section 332 of the Public Utility Code, 66 Pa. C.S. §§ 101, *et seq.* (Code), provides in pertinent part: “**(a) Burden of proof.**--Except as may be otherwise provided in Section 315 (relating to burden of proof) or other provisions of this part or other relevant statute, the proponent of a rule or order has the burden of proof.” 66 Pa. C.S. § 332(a).

Karen Feitt and Higinio Mendoza Jr. are the Complainants in this proceeding. As the Complainants, Karen Feitt and Higinio Mendoza Jr. are the proponents of a rule or order from the Commission and, therefore, have the burden of proof. *See, e.g., Florence R. Parker Chaila v. Metropolitan Edison Company, et al.*, Docket No. C-2021-3024417 (Opinion and Order entered September 15, 2022); 2022 WL 4465441 (Pa. P.U.C.) (*Chaila*).

To establish a sufficient case and satisfy the burden of proof, the Complainants must show that the respondent public utility, Duquesne, is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). By a preponderance of the evidence, the Complainants must meet their evidentiary burden of proof by presenting evidence more convincing, by even the smallest amount, than that presented by the other Parties herein, namely Duquesne. *See, Chaila*, citing *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

The burden of proof comprises two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *See, Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *Id.* If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983) (*Burleson*).

In addition to the burden of production, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See, Moore*. While the burden of production, as noted, may shift back and forth during a proceeding, the burden of persuasion never shifts; the burden of persuasion always remains on a complainant as the party seeking affirmative relief from the Commission. *Milkie; Burleson*. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *Moore*. In determining whether a complainant has met the burden of persuasion, the ultimate factfinder, which by statute is the Commission, may engage in determinations of

credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See, Moore; also* 66 Pa. C.S. § 335(a).⁶

Additionally, of particular significance in this Complaint is the holding of *West Penn Power Co. v. Pa. PUC*, 478 A.2d 947 (Pa. Cmwlth. 1984) (*West Penn*). As explained by presiding ALJ Long, Section 701 of the Code provides that any person may complain, in writing, about anything done or not done by a public utility which violates any laws which this Commission has the authority to administer. I.D. at 5; 66 Pa. C.S. § 701. A person can also complain that a utility has violated Commission Regulations and Orders. *Id.*

However, in order for the Commission to sustain a complaint, a public utility must be found to be in violation of its duty under the Code, the Commission's Regulations, 52 Pa. Code § 1.1, *et seq.*, or an Order of the Commission. Without such a violation by the public utility, the Commission does not have the authority to require any action by the public utility when acting on a customer's complaint. *See, West Penn.*

Finally, we advise the Parties that any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982) (*Mill*); *Edan Transportation Corp. v. Pa. PUC*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa. C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980), *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96

⁶ Bald assertions, personal opinions, or perceptions do not constitute evidence. *See, Mid-Atlantic Power Supply Ass'n v. Pa. PUC*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000) (citing *Pa. Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987)).

(Pa. Super. 1960), *Murphy v. Dep't of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

B. Positions of the Parties

1. Complainants

At the direction of the presiding ALJ, the Parties were permitted to file written statements giving additional explanation of their positions in addition to the development of the hearing Transcript testimony and sponsored exhibits. In response, the Complainants filed an “Affidavit of Facts.” *See*, Tr. 28; Complainants’ Exh. 2. Also, subsequent to the hearing, the Parties were given an additional opportunity to file a written statement for consideration by the ALJ. The Complainants filed a Memorandum, which included a “Statement of Facts.”

A review of the Commission dockets indicates the following submittals by the Complainants in this matter after their Complaint: (1) Answer to Preliminary Objections – January 4, 2023; (2) Affidavit of Facts – February 21, 2023; (3) Memorandum including ‘Statement of Facts’ – April 12, 2023; (4) “Executor Letter” – June 2, 2023; Warranted Bonded Property Claim (treated as Exceptions)⁷ – August 14, 2023; “Executor Letter” – August 22, 2023 (not considered); “Executor Letter” – August 23, 2023 (not considered); “Executor Letter” – September 15, 2023 (not considered).

⁷ *See, Petition of Global NAPs South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief*, Docket No. A-310771 (Opinion and Order entered April 29, 1999); 1999 WL 33592561 (Pa. P.U.C.), citing *Sentner v. Bell*, Docket No. F-00161106 (Opinion and Order entered October 25, 1993), for the proposition that the Commission is not bound by a party’s characterization of its pleading.

Based on review of the pleading submittals, the transcript and the exhibits sponsored by the Complainants, we are unable to assess the nature of their claim in this proceeding. We, hereby, rely upon the summary of the position of the Complainants as set forth in the Initial Decision.

2. Duquesne

Duquesne, as noted, sponsored Exhs. A, C, D, and K. Through the said exhibits and testimony of its witness, Duquesne's position was that no basis existed for the Complainants to claim there was an error in its billing for electric utility service to their Service Address. Duquesne also replied to the position of the Complainants and responded that there was no basis to assert that Duquesne owed the Complainants any sums of money due to an unspecified law(s) and/or transaction(s).

3. ALJ's Recommendations

ALJ Long reached the following Findings of Fact:

* * *

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. (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). 5
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.

I.D. at 4-5.

ALJ Long drew the following 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.

I.D. at 14.

On consideration of the evidence and review of the positions of the Parties, ALJ Long recommended the dismissal of the Complaint. The ALJ extensively considered and elaborated upon several legal theories and/or legal arguments that have been raised by the Complainants in this proceeding and in other formal complaint proceedings the Complainants have prosecuted against Commission regulated utilities.

See, I.D. at 6:

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.¹³ 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. . . .^[14]

I.D. at 6 (notes omitted).

ALJ Long observed that the Complainants have prosecuted other complaint proceedings before the Commission in which they have raised as a dispute various legal theories and/or legal contentions with respect to their obligation to pay for regulated utility service. *See*, I.D. at 13, n. 29, citing *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 March 29, 2019), *petition for rescission denied by* Opinion and Order entered October 8, 2020; *Mendoza v. Peoples Natural Gas Co. LLC*, Docket F-2019-3015189 (Opinion and Order entered July 15, 2021).

The Complainants, as stated, are not represented by an attorney. The ALJ was able to discern and identify the gravamen of the Complainants’ dispute with Duquesne in the present matter. Two general theories of the Complainants’ positions were recognized, and we summarize our understanding.

First, for reasons that are not clearly supported, the Complainants were found to take the position that they do not owe Duquesne any sums for electric utility

service provided. *See*, I.D. at 6-9. They take the position that they do not owe any payment(s) to Duquesne for service due, *inter alia*, to a belief and/or perception that they have certain rights as a consumer and/or certain rights based on their legal status, and cite to or rely on various UCC laws, laws related to the creation of a trust of which they are beneficiaries, or other unspecified laws. *Id.* It is pursuant to these various laws, statutes, and/or doctrines, that the Complainants have requested a definitive statement of the extent of the Duquesne financial obligation that is owed, *i.e.*, a “request for accounting.” *See*, Finding of Fact No. 3. The Complainants were not provided the information (accounting specificity separate and apart from a utility bill) to their satisfaction and, therefore, due to the lack of accounting detail, including requests to have the chief financial officer of Duquesne answer inquiries, the Complainants will not or cannot agree that any sum is or is not due and owing to Duquesne. *Id.*

Under a rationale, again, not fully developed, the Complainants express the view that certain laws, statutes, and/or doctrines, have resulted in the creation and/or accrual of some form of value - tantamount to legal tender - to which they are entitled. *See*, I.D. at 9-11, discussing the concept of “vapor money” or “unlawful money” and case citations. And, such value/benefit may act as a credit or establish a financial obligation that is owed to the Complainants by Duquesne. This obligation owed to the Complainants by Duquesne is further perceived as a sum that outweighs any amount Duquesne seeks as remittance via a utility bill for electric utility service provided. The Complainants have, also, variously stated that Duquesne’s actions in billing them for utility service as a regulated utility have harmed them in some legally cognizable manner. *See, e.g.*, Finding of Fact No. 9.

Second, the Complainants asserted that the cost recovery language in Act 129 supports their claim that Duquesne must issue them a refund. *See*, I.D. at 9, citing 66 Pa. C.S. § 2801.1. This argument was rejected. *See*, Conclusion of Law No. 3. ALJ Long explained that the “cost recovery” in Act 129 are mechanisms to ensure that

energy efficiency measures approved by the Commission are financed appropriately and was not related to consumer allegations of improper billing. *Id.*

There were additional, corollary issues discussed by the ALJ regarding the Complainants' contentions in support of the Complaint. The Complainants raised an issue regarding the effect of mailing a document and affixing a postage stamp thereon. The Complainants' position, as considered by the presiding ALJ, was that, in some way, the mailing of a document by the Complainants served as a form of legal tender or created a contract in which certain financial rights to avoid payment for utility service were created. I.D. at 11-12.

The above, summarized, theories and/or contentions of the Complainants are in addition to their request that counsel for Duquesne and the presiding ALJ in this matter were required to provide them with an "Oath of Office" and Foreign Agent Registration Act authority. These requests were considered and denied at the hearing. I.D. at 12.

On consideration of the position of the Complainants, ALJ Long recommended that the Complaint be dismissed. *See*, I.D. at 13-14:

It is well settled that customers have an obligation to pay for utility service. 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. 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 disposed of in other Commission decisions or fail to state a legally sufficient claim at all. Therefore, the complaint is dismissed.

I.D. at 13-14; (notes omitted).

C. Exceptions and Replies to Exceptions

1. Exceptions

The document submittal received by the Commission August 14, 2023, which will be construed as Exceptions to the I.D., in pertinent part, indicates that the Initial Decision proceeded from some “unauthorized” basis. The August 14, 2023, document is reprinted below:

From: The Office of Executor [Ex.: HIGINIO MENDOZA JR, Estate]

To: The Executive Office of the PENNSYLVANIA PUBLIC UTILITY COMMISSION (Et al)

Re: "WARRANTED BONDED PROPERTY CLAIM",
COMMONWEALTH OF PENNSYLVANIA PUBLIC
UTILITY COMMISSION case Number: C-2022-3037095
(Initial Decision of an Administrative Law Judge) Karen Feitt
& Higinio Mendoza, Jr, v. Duquesne Light Company
(Account # 6804-350-000/ Bill ID: 680882234577)

Greeting's, Secretary of the Commission, Commission's Office of Special Assistants (OSA), respondent Duquesne Light Company, and parties on the record:

This letter is regarding the account numbers from the respondents' place of business mentioned above. The PENNSYLVANIA PUBLIC UTILITY COMMISSION (Initial Decision from the Office of Administrative Law Judge Mary D. Long), and the respondent Duquesne Light Company represented by their attorney (Emily Fara, Esq.) forwarded documents to the estate without any designation as to what it is. When a party sends documentation addressed to the Executor Office in an "ALL CAP NAME", they are addressing the estate. Any assumption that the estate is abandoned was addressed in a prior executor letter that rebutted the presumption. Moreover, documentation that does not distinguish its destination is returned to the sender, and if not addressed properly is a trespass. More importantly, documentation if not distinguishable nor designates in the particular is void, appears vague, and has at the Executor Office discretion that the "NAME", estate is being defrauded.

Therefore, It is the will by this "WARRANTED BONDED PROPERTY CLAIM" regarding Duquesne Light Company account 6804-350-000/ Bill ID: 680882234577) being property of the estate, and the bond (C 1 0 2 0 2 4 0 4 A) has an acquired reference number (ARN) trust special deposit.

["[Psalm 40:8] I delight to do Your will, oh my God, Your Law is within my heart"]

Documents consisting of an initial decision, a hearing before Mary D. Long Administrative Law Judge is being returned to you as "prima facie" evidence in an attempt to defraud the estate. Apparently, Emily Fara, Esq, Mary D. Long, Esq (ALJ) presumption is that the estate is abandoned, however a prerequisite executor letter sent notice (06/12/2023) of the executor office being [Ex.: HIGINIO MENDOZA JR, Estate] occupied for the estate. Anyone deliberately sending paperwork's, documentation that leaves out specific words (Trustee, Trust, Beneficiary, Mr. or Miss/Ms., Executor office or Executor) is directed to the Executor attention as unauthorized, a misrepresentation, and not a mistake.

This office of Executor [Ex.: HIGINIO MENDOZA JR, Estate] concludes as a courtesy of an executor letter sent on June 12th, 2023, that explicitly mentioned that the respondent business Duquesne Light Company is withholding unearned portion of the interest charge regarding the account(s). Mary D. Long, Esq, (ALJ) took into evidence a letter, requesting a list of collateral that is being denied to the claimant. Therefore, this claim is valid, property of the estate. Therefore, it was ORDERED for the Bond of the case, and the matter Adjourned (on June 12th, 2023). Recipient of the executor letter had 3 days to act after receipt, therefore, a violation of in Law.

By: Executor Higinio Mendoza-Junior., estate.
[Ex.: HIGINIO MENDOZA JR, Estate]
[Executrix.: Karen-Ann: Feitt.]

See, Complainants' Exceptions.

2. Replies to Exceptions

In its Replies to Exceptions (R. Exc.), Duquesne emphasizes the following: (a) Duquesne is entitled to payment for utility services rendered to the Complainants (R. Exc. at 3); (b) the Complainants are not entitled to a billing credit or “cost recovery” under Act 129 of 2008 (R. Exc. at 3-4); and (c) the Complainants are not entitled to another a payment arrangement. (R. Exc. at 4).

Regarding the Complainants' eligibility for an additional payment arrangement, Duquesne responds that ALJ Long correctly dismissed the Complainants' request for another payment arrangement. Duquesne avers that the Complainants have already received prior payment arrangements and have not complied with such past payment arrangements. Based on the foregoing, Duquesne states: “[t]he Commission can order a payment arrangement on certain balances at its discretion, but the Commission “should exercise its discretion only on behalf of customers who have

demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstances outside their control. A customer has not demonstrated a good faith effort to pay his or her utility bills if the customer has a poor payment history or has repeatedly violated past payment arrangements.” R. Exc. at 4-5, citing, *Crawford v. NFG*, Docket No. C-20066348, (Opinion and Order entered December 6, 2007); 2007 WL 4699560; 66 Pa. C.S. § 1405(d); *Oliver v. Pa. Electric Co.*, Docket No. F-2017-2595557 (Opinion and Order entered October 19, 2017); 2017 WL 5564159.

D. Disposition

We advise the Parties that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see, also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlth. 2011), *appeal denied* 615 Pa. 760, 22 A.3d 353 (2012), citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlth. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order.

On consideration of the positions of the Parties, we hereby adopt the reasoning of the presiding ALJ in this matter. The Exceptions of the Complainants will be denied consistent with the discussion in this Opinion and Order. We find that the ALJ has been thorough in her explanation of the position of the Complainants and

magnanimous in her sensitivity⁸ to address and identify the Complainants' viewpoint concerning the claims raised in this Complaint against Duquesne. *See*, I.D. at 4-14.

1. The Complainants' Exceptions are Non-Responsive to the Initial Decision

The document submittal that we will treat as Exceptions is not responsive to the Initial Decision. The Exceptions also do not conform to the Commission's Rules of Practice regarding Exceptions. *See*, 52 Pa. Code § 5.533(b)-(c):

(b) Each exception must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision. Supporting reasons for the exceptions shall follow each specific exception.

(c) The exceptions must be concise. The exceptions and supporting reasons must be limited to 40 pages in length. Statements of reasons supporting exceptions must, insofar as practicable, incorporate by reference and citation, relevant portions of the record and passages in previously filed briefs. A separate brief in support of or in reply to exceptions may not be filed with the Secretary under § 1.4 (relating to filing generally).

52 Pa. Code § 5.533(b)-(c).

⁸ *See, Higinio Mendoza, Jr. v. Peoples Natural Gas Company LLC*, Docket No. F-2019-3015189 (Opinion and Order entered July 15, 2021); 2021 WL 3032730 (Pa. P.U.C.) wherein the Commission adopted the Initial Decision of ALJ Long issued in a formal complaint filed against a utility by the Complainants wherein doctrines of res judicata and collateral estoppel were considered based upon the raising of substantially similar legal contentions and/or theories by the Complainants against a utility regarding payment of an undisputed utility bill.

The Commission has a policy of engaging in a liberal construction of its Rules of Practice in the case of unrepresented participants. *See*, 52 Pa. Code § 1.2(a).⁹ Commission Regulations and long-standing Commission administrative precedent are implemented for the policy objective of affording parties, particularly complainants who appear, *pro se*, the opportunity to provide this agency with the necessary facts, evidence, and information to make a record on which we may comprehensively review and fairly decide matters coming before us. *Jones v. PGW*, Docket No. C-2019-3007984 (Opinion and Order entered July 16, 2020); 2020 WL 4207498 (Pa. P.U.C.); *see also Richard Carlock v. United Telephone Co.*, 82 Pa. P.U.C. 68, 79 (1994) (*Carlock*); and *Sheri Horinka v. Pennsylvania Power Company*, Docket No. C-2017-2582842 (Opinion and Order entered August 4, 2017); 2017 WL 3872519 (Pa. P.U.C.), discussing, *inter alia*, policy considerations of *Carlock* as clarified in *Wroblewski v. Pennsylvania Electric Company*, Docket No. C-2008-2058385 (Opinion and Order entered May 15, 2009) (*Wroblewski*).

Notwithstanding the Commission’s policy of engaging in a liberal construction of our Rules of Practice in the case of unrepresented participants, laypersons and/or persons not trained in the law are under an obligation as are attorneys trained in the law to maintain certain standards.¹⁰

⁹ The Commission’s Regulation states, in pertinent part: “[t]his subpart shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which it is applicable. The Commission or presiding officer at any stage of an action or proceeding may disregard an error or defect of procedure which does not affect the substantive rights of the parties.”

¹⁰ The Complainants, in certain pleadings, have demonstrated familiarity with responsive pleading. *See, e.g.*, Complainants’ Answer to Preliminary Objections at I.3., wherein they, cogently, reply as follows:

“3. Complaint agree in part, and disagrees in part, that the Pennsylvania Public Utility Commission has jurisdiction over matters concerning Complainants claim of a billing error (see

The submittal which we shall treat as Exceptions appears to be a continuation of the position of the Complainants regarding their financial obligation to compensate Duquesne for electric utility service. The opinion of the Complainants that they are not obligated to pay for utility service is based on reasons that are not clearly articulated or not factually supported. However, we shall address the merits of the document for reasons as noted in our decision in *Stailey, infra*:

. . . Traditionally, we have been hesitant to rule unfavorably against *pro se* litigants based on technical grounds. *See, e.g., Destefano v. Peoples Natural Gas Company*, 56 Pa. P.U.C. 489 (1982). We typically apply the liberal construction provisions of our Regulations, 52 Pa. Code § 1.2(a), to *pro se* litigants to ensure just, speedy, and inexpensive determinations of proceedings before the Commission. *See, e.g., Ditsious v. Pennsylvania Electric Co.*, Docket No. F-2011-2274306 (Order entered March 14, 2013). In our view, it is in the public interest that all litigants, particularly *pro se* litigants, be afforded a meaningful opportunity to be heard. Therefore, we will consider the merits of the Complainant's Exceptions.

See, Stailey at 8.

Act 129 of 2008 Bill/ cost recovery), therefore, Complaints is afforded due process with the Pennsylvania Public Utility Commission having jurisdiction. Furthermore, the Complainant agrees in part that specific laws, Truth in Lending Act, Fair Debt Collection Practice Act, Fair Credit Reporting Act, and the Uniform Commercial Code cannot be ruled with the Pennsylvania Public Utility Commission having jurisdiction, however the Pennsylvania Public Utility Commission has jurisdiction over matters that can be ruled upon, regarding real-time pricing, and market misconduct.”

2. The Complainants Have Not Met Their Burden of Proof to Show that Duquesne has Committed any Violation of the Code or Other Law Which the Commission has Jurisdiction and Authority to Administer

On our review of the record, we are constrained to state that such review discloses an intemperate use of legal terms by the Complainants and disjointed legal terminology. The Complainants' use of various legal terms, interspersed at times with Biblical quotes, are, either, improperly used according to our understanding of the law, or are legal terms and assertions that have been cited and/or articulated out of context in relation to the issues over which this Commission has jurisdiction. *See, e.g.*, Tr. at 18-20.

Based on the foregoing, we decide that, whatever may be the stance and/or philosophy of the Complainants concerning the authority of a tribunal to assert or impose jurisdiction over them in light of their beliefs concerning individual sovereignty rights¹¹, privileges, or legal status,¹² the fact remains that a regulated utility that provides utility service to an end-user recipient of said service is entitled to be compensated as a matter of law. *See*, I.D. at 13, citing *Scaccia v. West Penn Power Company*, 55 Pa. P.U.C. 637 (1982); *see also*, *Mill*, discussed in *Willis H. Hall, Jr. v. Pa.-American Water Company*, 83 Pa. P.U.C. 219 (1994); *Willis H. Hall, Jr. v. Pennsylvania-American Water Company*, Docket No. Z-00235527 (Final Order entered November 10, 1994); 1994 WL 843031 (Pa. P.U.C.); *see also, generally*, *Kea v. Peoples Natural Gas Co.*, 60 Pa. P.U.C. 215 (1985); *Bolt v. Duquesne Light Co.*, 66 Pa. P.U.C. 463 (1988).

The relationship between the Complainants and Duquesne that is involved in this Complaint is that of regulated utility and ratepayer/customer. Any suggestion of the Complainants that rights or privileges other than utility-customer have been created, or that certain rights, privileges, and/or interests asserted by them against Duquesne exist

¹¹ *See*, I.D. at 9, n. 20.

¹² *See*, Written Statement at 5; 9-10; 15.

under laws separate from the Code, are either matters over which this Commission would lack jurisdiction or have no factual basis in this record.

As we find that there are no laws that this Commission is able to administer other than the Code in this dispute, disposition of the Complaint must be in accordance with the jurisdiction and authority of this Commission over the regulation of the rates and service provided by Duquesne. *See, PECO Energy Co. v. Twp. of Upper Dublin*, 922 A.2d 996, 1001 (Pa. Cmwlth. 2007) - “[l]ike its statutory precursors, the Public Utility Code is intended to be the supreme law of the Commonwealth in the regulation and supervision of public utilities. *Newton Twp. v. Phila. Elec. Co.*, 140 Pa. Cmwlth. 635, 594 A.2d 834 (1991);” also, *Michele P. White v. PPL Electric Utilities Corp.*, Docket No. C-2018-3003468 (Initial Decision May 6, 2019 (Non-Proprietary) (ALJ Barnes) at 17; Opinion and Order entered May 21, 2020, at 15-17; 19 adopting reasoning)) - It is well settled that the Commission may not exceed its jurisdiction and must act within it; citing *City of Pittsburgh v. Pa. PUC*, 43 A.2d 348 (Pa. Super. 1945); As a creation of the legislature, the Commission possesses only the authority that the state legislature has specifically granted to it in the Public Utility Code. 66 Pa. C.S. §§ 101, *et seq.* Its [the Commission] jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. *Id.*, citing *Feingold v. Bell*, 477 Pa. 1, 383 A.2d 791 (1977).

Duquesne provides electric utility service pursuant to Commission-approved tariffs. *See*, 66 Pa. C.S. §§ 1302; 1303; 1304: § 1302, Tariffs; filing and

inspection;¹³ § 1303, Adherence to tariffs;¹⁴ and § 1304, Discrimination in rates.¹⁵ Public utility tariffs have the force and effect of law and are binding on the customer as well as the utility. *PPL Elect. Utilities Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006), citing *Pennsylvania Electric Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1995); also *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067 (Pa. Cmwlth. 1981).

As the service provided by Duquesne is regulated pursuant to a duly filed tariff, it is neither relevant nor material for jurisdictional purposes, and for the purposes of deciding the merits of this Complaint, the nature of the end-user to which the service has been rendered.¹⁶ The Complainants continuously use the terms, “Estate,” and

¹³ This section states, in pertinent part: “Under such regulations as the commission may prescribe, every public utility shall file with the commission, within such time and in such form as the commission may designate, tariffs showing all rates established by it and collected or enforced, or to be collected or enforced, within the jurisdiction of the commission.”

¹⁴ This section states, in pertinent part: “No public utility shall, directly or indirectly, by any device whatsoever, or in anywise, demand or receive from any person, corporation, or municipal corporation a greater or less rate for any service rendered or to be rendered by such public utility than that specified in the tariffs of such public utility applicable thereto. The rates specified in such tariffs shall be the lawful rates of such public utility until changed, as provided in this part.”

¹⁵ This section states, in pertinent part: “No public utility shall, as to rates, make or grant any unreasonable preference or advantage to any person, corporation, or municipal corporation, or subject any person, corporation, or municipal corporation to any unreasonable prejudice or disadvantage. No public utility shall establish or maintain any unreasonable difference as to rates, either as between localities or as between classes of service.”

¹⁶ Pursuant to Commission approved tariffs, utilities may provide service to any number of end-users. Whether the end-user of the tariffed service be a church, or other religious institution, educational institution, government entity, commercial or industrial concern, etc., under all circumstances, when service has been provided, the utility must charge pursuant to its Commission approved tariff or violate the Code for discrimination in rates or unreasonable preference as to service. 66 Pa. C.S. § 1304 – discrimination in rates; *see also*, 66 Pa. C.S. § 1502 – unreasonable preference.

“Executor Office of the Estate.” Also, the Complainants variously cite to involvement of the Attorney General in their Complaint. And, on examination of the written submittals of the Complainants, we find references and citation to federal statutes, some of which are federal criminal statutes, the United States Constitution, and other laws.

The use of the various legal terms in the Complainants’ submittals, *inter alia*, indicates a desire for the Complainants to be acknowledged as represented in this matter by a fiduciary appearing on their behalf, *sui generis*. The upshot of the Complainants’ references to these legal terms appears to reflect an intent to submit to the jurisdiction or authority of this agency/tribunal (the Commission) in a limited legal capacity and for the agency/tribunal (the Commission) to make a determination favorable to the Complainants’ interests. However, as we can discern, the Complainants desire to avail themselves of Commission processes authorized by the Code, while, at the same time, take the position that they would not consider themselves bound by an adverse decision thereby due to such limited appearance in the matter. They further imply that the determination of the Commission should not be binding upon them based on their position regarding their legal status as subject to the Code. *See*, Exceptions.

It is incongruous for the Complainants to have been the beneficiaries of payment arrangements with Duquesne for prior, past due balances for electric utility service to the Service Address and, in the present Complaint, make the argument (though not clearly presented), that they are an end-user that can receive service without payment therefor. *See, Feitt v. Duquesne Light Co.*, Docket No. F-2017-2636316 (Opinion and Order entered June 13, 2019). Or, that the Complainants are entitled to receive service or use the procedures authorized by the Code relative to electric utility service without subjecting themselves to the jurisdiction, authority, and procedures of the Code regarding the service.

At hearing, Duquesne moved for the admission of Exhibit C into the record. Exhibit C is a history of the payment arrangements provided to the Complainants. This exhibit was sponsored by Duquesne witness, Ms. Morris, using data in Duquesne's Customer Care & Billing system.

Ms. Morris testified that the Complainants have been provided a total of three payment arrangements within the last four years. Of those three payment arrangements, two were issued by Duquesne and one was issued by the Commission. As reflected on Exhibit C, the Complainants failed to comply with each payment arrangement. This testimony and evidence substantially undercuts the Complainants' position in this matter. *See*, Finding of Fact No. 7; Nos. 8-9.¹⁷

3. The Complainants Have Not Established Any Basis for a Finding of Inadequate Service Under Section 1501 of the Code

Even were this Commission to extend the benefit of the doubt to the Complainants and view this Complaint as one based on the mistaken notion that Duquesne is a financing institution, consumer loan company, bank, or other vendor of goods or service that is subject to federal and/or state regulations or laws involving consumer transactions¹⁸ as between them, their position lacks merit and the Complaint

¹⁷ *See, Annie Matkoskey v. Pa. Electric Company*, Docket No. F-2022-3034596 (Opinion and Order entered July 28, 2023); 2023 WL 4947372 (Pa. P.U.C.) – it is significant, however, for purposes of a potential payment arrangement whether a service recipient is classified as a “customer.”

¹⁸ We have determined that we do not have jurisdiction to enforce the Pennsylvania Unfair Trade Practices and Consumer Protection Law. *See Commonwealth of Pennsylvania, et al. v. Blue Pilot Energy, LLC*, Docket No. C-2014-2427655 (Initial Decision August 20, 2014 (ALJs Barnes and Cheskis) *Order Granting in Part and Denying in Part Preliminary Objections* (Opinion and Order entered July 19, 2018); 2014 WL 4374210 (Pa. P.U.C.); *reversed in part, Blue Pilot Energy, LLC v. Pa. PUC*, 241 A.3d 1254 (Pa. Cmwlth. 2020), citing *Mid-Atlantic Power Supply Assoc. v. PECO*

must be dismissed. *See, DiSanto v. Dauphin Consolidated Water Supply Company*, 436 A.2d 197, 199 (Pa. Super. 1981) citing *Bell Telephone Co., of Pa. v. Sanner*, 375 A.2d 93 (Pa. Super. 1977) - “When a utility's failure to maintain reasonable and adequate service is alleged, regardless of the form of the pleading in which the allegations are couched, it is for the PUC initially to determine whether the service provided by the utility has fallen short of the statutory standard required of it.”

As an initial consideration, there is no cognizable issue in this case concerning the adequacy of service provided by Duquesne that has been raised by this Complaint. *See*, I.D. at 6, (emphasis ours) quoting Complaint at 3: “[A]lthough, 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 . . .”

Separate from the observation that the Complainants have, apparently, conceded that Duquesne’s service is adequate, when we take into consideration the Complainants’ *pro se* appearance, we note the following decisions which counsel in favor of dismissal of this Complaint.

In the case of *Aronson v. Pa. PUC*, 740 A.2d 1208 (Pa. Cmwlth. 1999), *appeal denied*, 561 Pa. 700, 751 A.2d. 193 (2000),¹⁹ the courts have held that public utilities regulated by the Commission are exempted from the disclosure requirement under the Truth in Lending Act and 12 C.F.R. § 226.3(c). The United States Court of Appeals for the Third Circuit has also reached the same result in *Aronson v. Peoples*

Energy Co., Docket No. P-00981615, (Opinion and Order entered May 19, 1999); *see also, David P. Torakeo v. Pennsylvania American Water Co.*, Docket No. C-2013-2359123, (Opinion and Order entered April 3, 2014).

¹⁹ *See also, Aronson v. Pa. PUC*, No. 412 C.D. 2000 (December 21, 2000); 2000 WL 1876445 (Only the Westlaw citation is currently available), a related case.

Natural Gas Co., 180 F.3d 558 (3d Cir.1999). See, Duquesne Preliminary Objections at 4, n. 2. The court's reasoning in *Aronson v. Pa. PUC*, was grounded upon the Commonwealth Court's examination of the statutory scheme of the Truth in Lending Act and examination of the extensive regulation of public utilities under the statutory scheme of the Code. The statutory intent of the Code, as noted, expressly addresses, *inter alia*, the Commission's oversight of the billing²⁰ of ratepayers/customers by utilities and oversight of the service provided.

There is a line of cases where this Commission has found inadequate service based on the utility's failure to remove erroneous credit data from a complainant's credit report, and by failing to attempt to verify whether the information had been removed after proceedings before the Commission directing the removal. See, *Gary Lindner v. Duquesne Light Company*, Docket No. C-2012-2337274 (Opinion and Order entered February 20, 2014);²¹ see also, *Stephanie Hallman v. PECO Energy Company*, Docket No. F-2013-2393373 (Opinion and Order entered May 5, 2016), at 24-25; 2016 WL 2732244 (Pa. P.U.C.) (*Hallman*):²²

. . . Considerations that are involved in utility credit reporting concerning ratepayer accounts have been extensively discussed in *Patrice Archer v. UGI Utilities, Inc.*, Docket No. C-20078337 (Initial Decision issued December 8, 2008; Final Order entered February 18, 2009).

²⁰ See, e.g., Chapter 56; STANDARDS AND BILLING PRACTICES FOR RESIDENTIAL PUBLIC UTILITY SERVICE, 52 Pa. Code §§ 56.1-56.453.

²¹ Prior order entered regarding the same complainant, *Gary D. Lindner v. Duquesne Light Company*, Docket No. C-2011-2237595 (Final Order entered March 16, 2012).

²² The core issue in this complaint was whether a utility provided unreasonable service and violated Commission Regulations in establishing whether an applicant previously resided at a property for which residential service was provided and not paid.

In *Archer v. UGI, supra*, the complainant, Ms. Patrice Archer, filed a formal complaint against the utility and alleged, *inter alia*, that the utility reported late billing payments by the complainant to various credit reporting bureaus/agencies, which caused negative information to be placed on her credit report. For relief, the complainant requested that the negative information be removed from her credit report.

In *Archer v. UGI, supra*, the presiding ALJ relied upon *Hadley v. PECO Energy Company*, Docket No. C-00957395 (Initial Decision issued June 28, 1996; Opinion and Order entered February 10, 1997), for the general proposition that the Commission has held that it does not have jurisdiction regarding the information given to a credit reporting agency by utilities and that claims about information reported to a credit reporting agency were beyond the scope of the Commission's jurisdiction. Thus, the Commission will not decide whether a credit report is negative or when the disputed information should be erased. See Initial Decision at 5, citing *Hadley v. PECO, supra*.

However, in *Archer v. UGI, supra*, the ALJ also qualified the general rule with three Commission precedents. The precedents cited stand for the proposition that the Commission has, pursuant to Section 1501 of the Code, 66 Pa. C.S. § 1501, asserted jurisdiction over complaints when there has been found an allegation that is based on the inaccurate provision of information by a utility to a credit reporting agency regarding a customer's account:

* * *

Based on the foregoing, in order to raise a cognizable violation of Section 1501 of the Code, there must be false information about the consumer that is the subject of the complaint. *Archer v. UGI*. In the present case, the ALJ found that PECO failed to use reliable evidence that Complainant lived at the Service Address before opening an account in her name, and also filed a negative report against Complainant with credit reporting agencies. Supp. I.D. at 14. We, therefore, find that the holding that a violation of

Section 1501 has occurred under these circumstances is consistent with *Archer v. UGI*.

Stephanie Hallman at 25-26; (emphasis added).²³

Notwithstanding the Commission's '*Archer*' line of cases, after review, we find that none of the issues over which the Commission accepted jurisdiction involved a claim by a complainant that the utility was not owed charges billed to the ratepayer/customer for service rendered pursuant to a filed tariff. Also, none of these cases involved claims that charges on the bill issued by the utility were subject to non-payment or subject to set-off against the utility based on laws or doctrines other than the Code.

Finally, the Commission, in *Alkhatib*, has determined that we are without jurisdiction or authority to accept a complainants' rationale to support the contention that a ratepayer is able to determine or decide what is, or is not, legal tender acceptable for the payment of a utility bill. *See also, Stailey v. UGI Utilities, Inc.* (Gas Division), Docket No. C-2019-3008847 (Initial Decision December 17, 2019, (ALJ Buckley), pp. 8-12, adopted by Opinion and Order entered December 16, 2021) (*Stailey*); *Mendoza v. Pa. PUC*, 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), cited at I.D., at 11, n. 22; *See also, Feitt v. Duquesne Light Co.*, Docket No. F-2017-2636316 (Opinion and Order entered February 6, 2020, denying Petition for Recission or Amendment):

We based our decision on prior Commission Orders addressing similar arguments, our Regulations, and the

²³ There is also Commission precedent where unreasonable service has been found based upon a utility's misquotation of rates. *See AT&T Communications of Pa. v. Pa. PUC*, 568 A.2d 1362 (Pa. Cmwlth. 1990).

Company's tariff. *Id.* See *James Coppedge v. PECO Energy Company (Coppedge)*, Docket No. F-2014-2406180 (Order entered January 29, 2015) (finding that the complainant failed to satisfy his burden of proving that PECO provided unreasonable or unreliable service by declining to accept as payment Mr. Coppedge's self-styled and self-proclaimed negotiable instruments under the Uniform Commercial Code).

Order at 6; (note omitted).

Conclusion

Consistent with the discussion in this Opinion and Order, we will deny the Exceptions of the Complainants and adopt the Initial Decision of ALJ Long. The Complaint is dismissed; **THEREFORE;**

IT IS ORDERED:

1. That the Exceptions of Karen Feitt and Higinio Mendoza Jr. filed to the Initial Decision of Administrative Law Judge Mary D. Long issued July 20, 2023, at Docket No. C-2022-3037095 are denied, consistent with the discussion in this Opinion and Order.

2. That the Initial Decision issued July 20, 2023, at Docket No. C-2022-3037095 is adopted, consistent with the discussion in this Opinion and Order.

3. That the Complaint of Karen Feitt and Higinio Mendoza Jr. against Duquesne Light Company at Docket No. C-2022-3037095 is denied and dismissed, consistent with the discussion in this Opinion and Order.

4. That the Commission Secretary shall mark this matter 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: December 7, 2023

ORDER ENTERED: December 7, 2023