

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Matthew Malriat	:	
	:	
v.	:	F-2023-3041638
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Matthew Malriat against PECO Energy Company because he failed to carry his burden of proving that PECO failed to provide him with safe, adequate, and reasonable service.

HISTORY OF THE PROCEEDING

On June 22, 2023, Matthew Malriat (Complainant or Mr. Malriat) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO, Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, Mr. Malriat alleged that, due to PECO’s inability to restore power to his rental property in a reasonable timeframe, he suffered significant losses in rental income. Additionally, Mr. Malriat claims that this incident has damaged his reputation as a reliable landlord, making it challenging to attract new tenants in the future, thus creating additional losses of rental income. As relief, the Complainant requests compensation for four months of lost rent at the rate of \$1,700 per month, reputational damage,

and out-of-pocket-expenses in the amount of \$1,100 related to the hiring of an electrician. Additionally, he requests that PECO rectify the current electrical setup at his rental property to ensure its safety and reliability.

On July 26, 2023, PECO filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

This Complaint is a timely appeal from the informal decision of the Commission's Bureau of Consumer Services (BCS) at BCS No: 3887689. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

By Initial Call-in Telephonic Hearing Notice dated August 21, 2023, a hearing was scheduled for October 4, 2023, at 10:00 a.m., and the matter was assigned to me.

A Prehearing Order was issued on September 6, 2023, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The initial hearing convened as scheduled on October 4, 2023.¹ The Complainant appeared *pro se* and testified in support of the Complaint. Khadijah Scott, Esq. represented the Respondent, and presented the testimony of 1) Emilio Sanchez, who is a high bill field consultant for PECO; 2) Renee Tarpley, who is a customer review officer in charge of investigating formal and informal complaints filed against PECO; 3) Donald Williams who is a design construction consultant for PECO; and 4) Robert Nickens who is a senior claims case manager for the Respondent. The Respondent sponsored 10 exhibits which were admitted into the record.

During the hearing, I requested that PECO submit, as a late-filed exhibit, the contact history for the Service Address for the period January 19, 2023, to March 23, 2023. I also allowed Mr. Malriat to submit supporting documents as a late-filed exhibit of his own. The

¹ The hearing started at 10:23 a.m. because Mr. Malriat was late in joining the hearing.

due date for the submittal of late-filed exhibits was set for October 11, 2023. The due date for any written objections to the opposing party's late filed exhibits was set for October 25, 2023.

PECO submitted its late-filed exhibit on October 6, 2023, which will be marked as PECO late-filed Exhibit 11. On October 12, 2023, Mr. Malriat objected in writing to PECO late-filed Exhibit 11 arguing that "it is not complete and does not encompass the time frame from when the problem or electric issue occurred which was the beginning of December 2022." Because I requested that PECO submit only the contact history for the period January 19, 2023, to March 23, 2023, I will deny Mr. Malriat's objection and admit the exhibit in question into the record as stated in the ordering paragraphs below.

On October 12, 2023, Mr. Malriat submitted his late-filed exhibit, which will be marked as Malriat late-filed Exhibit 1. PECO did not object to Malriat late-filed Exhibit 1. Malriat late-filed Exhibit 1 is admitted into the record in accordance with the ordering paragraphs below.

The record in this matter closed upon receipt of the hearing transcript on November 8, 2023.

FINDINGS OF FACT

1. Complainant is Matthew Malriat, who resides at 1728 South 18th Street, Philadelphia, PA 19145. Tr. 12.
2. Respondent is PECO Energy Company.
3. Mr. Malriat is the owner of the property at 126 West Elm Street in Norristown, Pennsylvania (Service Address). Tr.13.
4. PECO's last active customer for the Service Address was terminated in 2015. Tr. 51.

5. Mr. Malriat purchased the Service Address in June of 2020. Tr. 22, 36, 52.
6. Upon purchasing the Service Address, Mr. Malriat did not ask PECO to place service in his name. Tr. 52-62.
7. In March of 2021, Mr. Malriat rented the Service Address to Lucas Diaz De La Cruz. Tr. 21.
8. Mr. De La Cruz did not contact PECO to place electric service for the Service Address in his name. Tr. 51.
9. On December 1, 2022, Mr. Malriat informed PECO that the Service Address had lost power due to a tree falling in the backyard and severing the power lines that were connected to the house as well as the neighbors on either side. Tr. 14.
10. On December 2, 2022, electricity was restored to Mr. Malriat's neighbors, but not to the Service Address. Tr. 14.
11. On or about December 4, 2022, PECO informed Mr. Malriat that the Service Address had no electric meter and that power would not be restored until a meter was installed in the property. Tr. 14-15.
12. On or about December 6, 2022, Mr. Malriat's tenant, Mr. De La Cruz, vacated the property due to lack of electricity. Tr. 21-22.
13. On or about December 6, 2022, Mr. Malriat filed an informal complaint with the Commission's BCS alleging PECO's failure to timely install a meter at the Service Address. Tr. 15.

14. Following Mr. Malriat's calls to PECO, the Company informed him that he needed an underwriter's certificate to get the new meter. Tr. 15.

15. Mr. Mariat received the underwriter's certificate in early January of 2023 and applied to PECO on January 19, 2023, requesting that a meter be installed and for service to be restored. Tr. 15–16.

16. On January 19, 2023, PECO informed Mr. Malriat via email that his application was assigned to Donald Williams, who is a design construction consultant for PECO, responsible for designing new projects for residential and commercial customers. Tr. 16, 63.

17. Mr. Williams informed Mr. Malriat that PECO would inspect the Service Address the week following January 19, 2023. Tr. 16.

18. Mr. Williams visited the Service Address sometime between January 19, 2023 and January 26, 2023. Tr. 71, 84-85, PECO Exhibit 8.

19. On January 26, 2023, Mr. Williams entered into PECO's system detailed instructions for the crew that would be dispatched to install the meter and connect service to the Service Address. Tr. 71, 79, 84–85, PECO Exhibit 8.

20. On February 1, 2023, PECO's crew of linemen visited the Service Address to install the meter and connect service to the Service Address but was unable to perform the work due to safety concerns regarding a Verizon pole at the rear of the property that was severely damaged. Tr. 16, 79, 80; PECO Exhibit 6.

21. On February 2, 2023, Donald Williams informed Mr. Malriat of the crew's findings and of PECO's intention to contact Verizon regarding its pole. Tr. 16; PECO Exhibit 6.

22. On February 6, 2023, Mr. Malriat filed an informal complaint with BCS at BCS No: 3887689 raising quality of service issues regarding delayed repairs and personnel performance and seeking damages. PECO late-filed Exhibit 11.

23. Between February 2, 2023, and March 8, 2023, multiple emails were exchanged between PECO and Verizon personnel regarding the Verizon pole carrying PECO lines and power to the Service Address. PECO Exhibit 6.

24. On February 8, 2023, Mr. Malriat contacted PECO seeking an update on the status of his application. Malriat late-filed Exhibit 1.

25. On February 14, 2023, Mr. Malriat contacted Mr. Williams via text messages seeking an update and resolution of the problem. PECO Exhibit 7.

26. On February 14, 2023, Mr. Williams suggested that Mr. Malriat hire an electrician to make the connection that PECO linemen were not willing to do, then inform PECO so that a meter could be installed at the Service Address. PECO Exhibit 7.

27. As a public utility company, PECO follows the safety standards set by the Occupational Safety and Health Administration (OSHA) as well as its own internal process and procedures. Tr. 83.

28. An independent electrician follows the national electrical safety standards. Tr. 38.

29. On February 23, 2023 and 24, 2023, Mr. Malriat contacted Mr. Williams via text message with questions from his electrician regarding the work that needed to be performed at the Service Address. PECO Exhibit 7.

30. On February 23, 2023 and 24, 2023, Mr. Williams responded to Mr. Malriat's text messages with instruction on the work that an electrician could perform to connect power to the Service Address. PECO Exhibit 7.

31. Mr. Malriat did not inform PECO when the electrician he hired connected power to the Service Address. Tr. 70.

32. On March 14, 2023, Mr. Malriat filed a liability claim with PECO stating that as a result of the delay in the meter installation at the property by PECO he suffered financial losses for which he sought reimbursement. PECO late-filed Exhibit 11.

33. On March 20, 2023, PECO denied Mr. Malriat's liability claim. Tr. 93–96; PECO Exhibit 10.

34. On March 23, 2023, Mr. Williams visited the Service Address at the request of his manager to see if Verizon had replaced its pole. Tr. 72–73.

35. On March 23, 2023, Mr. Williams saw that service was connected to the Service Address by an electrician and jumper cables had been used in place of the meter. Tr. 72–73, 84–85; *see* Tr. 25.

36. Because Mr. Malriat had an active application for service with PECO, Mr. Williams scheduled a meter installation for the Service Address. Tr. 73.

37. On April 11, 2023, PECO installed a meter at the Service Address. Tr. 18, 49.

38. At the time of the meter installation, Mr. Malriat did not inform PECO that he had a tenant, Tara Blackshire, renting the Service Address from him. Tr. 49.

39. Because Mr. Malriat had a pending application for service with PECO, on April 11, 2023, PECO put electric service for the Service Address in Mr. Malriat's name. Tr. 49.

40. PECO billed Mr. Malriat for service to the Service Address from April 11, 2023, to June 30, 2023. PECO Exhibit 1; see also Tr. 41–45.

41. No payments were made to Mr. Lariat's account with PECO during the period April 11, 2023, to June 30, 2023. PECO Exhibit 1.

42. During a high bill field investigation on June 29, 2023, PECO determined that Mr. Malriat's tenant, Tara Blackshire, was the responsible customer of record for the Service Address. Tr. 41–43; PECO late-filed Exhibit 11.

43. On July 21, 2023, all charges were removed from Mr. Malriat's account with PECO for the Service Address. Tr. 41–43, 50; PECO Exhibit 1.

DISCUSSION

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

A complainant must first establish a *prima facie* case, showing that the utility breached some duty owed to the complainant, in that the utility violated the Public Utility Code

or a regulation or order of the Commission. 66 Pa.C.S. § 701. Upon the presentation by the complainant of evidence sufficient to initially satisfy a *prima facie* case, the burden of going forward with the evidence to rebut the evidence of the complainant shifts to the respondent. If the evidence presented by the respondent is of co-equal weight, the complainant has not satisfied his burden of proof. The complainant would be required to provide additional evidence to rebut the evidence of the respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983). While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere trace of evidence or a suspicion of the existence of a fact is insufficient. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

In the Complaint, Mr. Malriat alleges that, due to PECO's inability to restore power to his rental property in a reasonable timeframe, he suffered significant losses in rental income. Additionally, Mr. Malriat claims that this incident has damaged his reputation as a reliable landlord, making it challenging to attract new tenants in the future, thus creating additional losses of rental income. As relief, the Complainant requests compensation for four months of lost rent at the rate of \$1,700 per month, reputational damage, and out-of-pocket-expenses in the amount of \$1,100 related to the hiring of an electrician. Additionally, he requests that PECO rectify the current electrical setup at his rental property to ensure its safety and reliability.

As a preliminary matter, I note that as a creature of legislation, the Commission possesses only the authority the State Legislature has specifically granted to it in the Public Utility Code (the "Code"), 66 Pa.C.S. §§ 101–3316. Its jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977); *Allegheny Cnty. Port Auth. v. Pa. Pub. Util. Comm'n*, 237 A.2d 602 (Pa. 1967). *Behrend v. Bell Tel. Co. of Pa.*, 390 A.2d 233 (Pa. Super.

1978); *Pa. Dep't of Highways v. Pa. Pub. Util. Comm'n*, 182 A.2d 267 (Pa. Super. 1962); *City of Erie v. Pa. Elec. Co.*, 383 A.2d 575 (Pa. Cmwlt. 1978).

Nothing in the Code confers jurisdiction upon the Commission to award monetary damages. *See, DeFrancesco v. W. Pa. Water Co.*, 453 A.2d 595 (Pa. 1982); *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977); *Poorbaugh v. Pa. Pub. Util. Comm'n*, 666 A.2d 744 (Pa. Cmwlt. 1995).

However, while the Commission does not have jurisdiction to award damages, it does not follow that the Commission lacks jurisdiction to hear a complaint that seeks damages. If such a complaint alleges a violation of the Public Utility Code, and if the allegations are established by the evidence presented at a hearing, an Administrative Law Judge and the Commission might conclude that the utility violated 66 Pa.C.S. § 1501 by failing to provide safe and adequate service. Although the Commission would not be able to award damages, it may decide to impose a fine or other penalty upon the utility. *See Seidel v. Ralph G. Smith, Inc.*, 49 Pa.P.U.C. 557 (1975); *Attianese v. Santoro Enters., Inc.*, Docket No. A-00113019C0203 (Opinion and Order entered Mar. 11, 2004).

Additionally, in a complaint against a public utility that seeks monetary damages arising from a failure to provide safe, adequate, reasonable, or efficient service, the Supreme Court has approved of a bifurcated procedure.

[t]he question of the PUC's jurisdiction was before us recently in *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383, A.2d 791 (1977) and *Elkin v. Bell Telephone Co. of Pennsylvania*, 491 Pa. 123, 420 A.2d 371 (1980). In *Feingold*, we held that the courts of common pleas have original jurisdiction to hear suits against public utilities for damages arising from failure to provide adequate service. 477 Pa. at 10, 383 A.2d at 795. *See also, Elkin*, 491 Pa. at 130, 420 A.2d at 375. In *Elkin* we further defined the parameters of our holding in *Feingold*. *Elkin* involved an action challenging the adequacy of a complainant's telephone service, and this Court there approved of a bifurcated procedure for certain situations, whereby the issue of liability is decided initially by the PUC, after which the court of common

pleas considers the issue of damages where appropriate. *Elkin*, 491 Pa. at 134, 420 A.2d at 377.

De Francesco v. W. Pa. Water Co., 453 A.2d 595, 596 (Pa. 1982).

Thus, service issues are first decided by the Commission, and then a court of common pleas may consider the issue of damages. *Id.* The Commission clearly has jurisdiction to determine whether the Respondent rendered reasonable and adequate service to the Complainant.

Although the Complainant requested relief in the form of monetary damages, he also alleged that the Respondent's service caused the problems he experienced, namely, installation of a meter and connection of power four months after first requested. *See* Tr. 14, 18.

As a public utility, PECO is required by law to provide the Complainant with adequate and reasonable service under Section 1501 of the Code, which provides, in relevant part:

§1501. Character of service and facilities

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. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501. While the statutory definition of "service" is to be broadly construed, this section does not require utility companies to provide perfect service. 66 Pa.C.S. § 102; *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlt. 1995); *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super 1987).

Interpreting Section 1501 of the Code, the Commonwealth Court stated:

[w]e hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility.

West Penn Power Co. v. Pa. Pub. Util. Comm'n, 478 A.2d 947, 949 (footnote omitted) (Pa. Cmwlth. 1984).

In applying the facts of this case to the law the issue becomes whether PECO's actions constitute a violation of the Code or any regulation or order of the Commission.

At the hearing, Mr. Malriat argued that PECO fell short in its duty to provide adequate and reasonable service to him because it delayed completing the meter installation and connection of power to the Service Address for four months, from December 2022 to April 2023. Tr. 18, 34, 61. In support of his argument, Mr. Malriat pointed out that, after the December 1, 2022, power outage, his neighbors had their electric service restored by PECO the very next day, whereas he had to wait months to have electric service back at the Service Address. Tr. 14, 33. In response, PECO argued that unlike his neighbors, whose power PECO restored in a timely manner, Mr. Malriat's property was found to be without a functioning meter or a customer of record when service restoration was requested after the outage. Tr. 33–34, 51. Therefore, unlike the neighboring properties, the restoration of service at the Service Address required several additional steps, such as the filing of an underwriter's certificate, the filing of an application for service, a field visit by a PECO design construction consultant, and finally, the installation of a new meter and connection of service by PECO's linemen. Having received Mr. Malriat's application for service on January 19, 2023, Mr. Williams visited the Service Address between January 19 and January 26, 2023–, and a PECO crew visited the Service Address on a work order to install the new meter and connect service on February 1, 2023. Tr. 15–16, 71, 79, 80, 84–85; PECO Exhibits 6, 8. However, PECO's linemen were unable to perform the work due to safety concerns regarding a pole owned by Verizon. Tr. 66–67, 73–74. According to PECO,

after it communicated the situation to Verizon, any delays in connecting service to the Service Address were outside of its control. Tr. 67, 72, 94–95, 119–20; PECO Exhibit 6.

PECO's witness, Mr. Williams, testified that in order to accommodate Mr. Malriat's need for a quick installation of the meter, Mr. Williams suggested that he hire an electrician to connect the service. Tr. 68–69, 81; *see also* Tr. 120; PECO Exhibit 7. At the hearing, Mr. Malriat challenged the reasonableness of this advice in view of PECO's claim that Verizon's pole needed to be replaced before the Company's crew could perform the work. Tr. 33, *see also* Tr. 80–81. However, Mr. Williams testified that, as a utility company, PECO must abide by higher safety standards than private electricians. Tr. 83–84.

Next, Mr. Malriat argued that PECO failed in its duty to provide reasonable and adequate service because it failed to check whether the Service Address had a functioning meter during the period from 2015 (when PECO's last customer of record for the Service Address was active) to December 1, 2022 (when Mr. Malriat contacted PECO to inform them of the power outage at the Service Address). Tr. 52–61. According to Mr. Malriat, it was PECO's failure to detect the missing meter at the Service Address prior to December 1, 2022, that caused him to lose his tenants and rental income. *Id.* Testifying for PECO, Rene Tarpley responded that the Company had received no application for service for the Service Address during the period 2015 to 2022, and thus had no reason to believe that the property was occupied and engaged in the unauthorized usage of electricity. Tr. 52–62. According to PECO, it is the owner's or occupant's duty to contact the Company and apply for service. Tr. 52–62; *see* PECO Tariff Electric Pa. P.U.C. No. 7, Rule 4 – Application for Service, specifically Rule 4.7 – Unauthorized Usage.

After carefully reviewing the record in this case, I find that Mr. Malriat failed to carry his burden of proving that PECO violated the provisions of 66 Pa.C.S. § 1501. PECO has successfully rebutted Mr. Malriat's claim that the Company failed in its duty to provide him with safe, adequate, and reasonable service. The evidence propounded by PECO shows that PECO's actions in addressing the December 1, 2022, power outage and completing the meter installation were reasonable and timely. *See* FOF ## 11–12, 16–20, 23, 35–37. Despite Mr. Malriat's

contentions to the contrary, I find that the delay in service connection was outside of PECO's control and necessitated by safety concerns for PECO's crew and the involvement of a third party, Verizon, in resolving those concerns. *See* Tr. 66–68; PECO Exhibit 6.

In addition, Mr. Malriat testified that status updates or instructions from PECO came only after his inquiries. Tr. 77, 133. Although this might not be considered perfect or ideal, the law does not require PECO to provide perfect service, only safe, adequate, and reasonable service. *See* 66 Pa.C.S. § 1501. I find that PECO's communications with the Complainant were frequent and its responses to his inquiries were timely. *See* FOF ## 16–17, 21, 23, 25–26, 29, 30.

Finally, Mr. Malriat raised a safety issue with regard to the electrical connection set up at the Service Address following the safety concern PECO's crew expressed with regard to the Verizon pole located in the rear of his property. PECO addressed this issue at the hearing through the testimony of Mr. Williams. Mr. Williams convincingly explained that the existing connection at the Service Address is not unsafe for the Service Address or its occupants although the work to achieve that connection was deemed unsafe for PECO's crew due to the condition of the Verizon pole. Tr. 71–72.

Consequently, Mr. Malriat's Complaint against PECO will be denied for failure to carry his burden of proof.

Before concluding, I encourage PECO to continue working with Verizon to resolve the issue of the pole involved in this case. While I find that the pole in question does not present a safety concern for the Complainant or his property, it presents a safety concern for PECO, and potentially Verizon, employees who will need to work on it in the future.

CONCLUSIONS OF LAW

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

2. The Commission is without power to award monetary damages to a private litigant. *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

3. The Public Utility Code vests the Commission with jurisdiction to regulate service and facilities of public utilities. 66 Pa.C.S. §§ 101–3316.

4. It is every public utility’s duty to “furnish and maintain adequate, efficient, safe, and reasonable service and facilities” to its customers. 66 Pa.C.S. § 1501.

5. The Public Utility Code, defines "service" as including any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities in the performance of their duties under this part to their patrons, employees, other public utilities, and the public. 66 Pa.C.S. § 102.

6. The Complainant had the burden of proof but failed to carry that burden. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That Malriat late-filed Exhibit 1 is admitted into the record.
2. That PECO late-filed Exhibit 11 is admitted into the record.
3. That the Formal Complaint filed by Matthew Malriat at Matthew Malriat v. PECO Energy Company, Docket No. F-2023-3041638 is denied.

4. That Docket No. F-2023-3041638 be marked closed.

Date: January 31, 2024

_____/s/_____
Eranda Vero
Administrative Law Judge