

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

Public Meeting held May 23, 2024

Commissioners Present:

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

Andree Lombard

C-2023-3041719

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Ms. Andree Lombard (Complainant or Ms. Lombard) on February 6, 2024.¹ The Exceptions were filed in

¹ By letter dated February 7, 2024 (*February 2024 Secretarial Letter*), the Commission's Secretary: (1) issued a notice to the Parties indicating that there was no Certificate of Service or other indication that the Exceptions were served on the Parties; and (2) enclosed the Exceptions, in order to constitute service under 52 Pa. Code § 5.533. Therefore, pursuant to 52 Pa. Code § 5.535, PECO Energy Company (PECO or Company) was given until February 17, 2024, to file a response.

response to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Arlene Ashton, which was issued on January 23, 2024. PECO filed Reply Exceptions on February 15, 2024. For the reasons stated below, we shall deny the Exceptions of the Complainant and adopt the ALJ's Initial Decision.

I. History of Proceeding

On July 10, 2023, the Complainant filed a Formal Complaint (Complaint) against PECO with the Commission.² In the Complaint, the Complainant indicated that: (1) PECO is threatening to, or already has, shut off the natural gas and electric service; (2) incorrect charges appear on the bill; and (3) she would like a payment arrangement. Complaint at 2; I.D. at 1. By way of background, the Complainant provided that she recently enrolled in budget billing and was billed \$400.40 per month. The Complainant continued that based on her most recent call to the PECO automated telephone system, her deferred balance is zero. The Complainant further provided that the May 2023 bill of \$272 was paid, but “the last bill from June 2023 was then again \$400.40[,] but it said that the deferred payment was not paid off[.]” Complaint at 6.³ The Complainant also expressed confusion over whether the account is overpaid or “if the computer/system generated those numbers automatically.” *Id.* As relief, the Complainant requested a new payment arrangement and “a clear explanation as to why the bill jumped from \$272.00 to \$400.40[.]” *Id.*

On August 1, 2023, PECO filed an Answer to the Complaint (Answer) which admitted, in part, and denied, in part, various material allegations in the Complaint.

² We note that the Commission's case management system indicates the Complaint was received July 10, 2023, but was not served until July 13, 2023. We further note that the Complaint is stamped “DATE OF DEPOSIT” by the Commission's Secretary's Bureau on July 10, 2023. *See*, Complaint at 1, 6, 10-11.

³ Attachments to the Complaint include, *inter alia*, the Complainant's further response to the reason for the Complaint and requested relief. *See*, Complaint at 6.

In its Answer, the Company averred, *inter alia*, that the Complainant was billed correctly and in accordance with Section 17.6 of the Company's tariff, which relates to the Company's budget billing program. Answer at 1-3; I.D. at 2.

By Hearing Notice dated August 2, 2023 (Hearing Notice), an Initial Call-In Telephonic Hearing was scheduled for October 3, 2023, at 10:00 a.m., and the matter was assigned to the ALJ. The Hearing Notice was electronically served to the Complainant.⁴ I.D. at 2.

On August 31, 2022, the ALJ issued and electronically served a Prehearing Order, dated August 31, 2023 (Prehearing Order), which also included: (1) the date and time of the October 3, 2023, hearing; and (2) a toll-free call-in phone number to participate in the hearing. I.D. at 2.

On October 3, 2023, at 10:00 a.m., the telephonic hearing was held as scheduled. Ms. Lombard was not present at the hearing. Mr. Giovanni Lombard (Mr. Lombard), who identified himself as Ms. Lombard's husband, appeared *pro se* at the hearing and testified in support of the Complaint. I.D. at 2; Tr. at 4-5. Mr. Lombard did not offer any exhibits. The Company was represented by counsel and presented the testimony of one witness, Mr. Anthony Costello, a Senior Regulatory Officer at PECO. During the hearing, PECO offered four exhibits (PECO 1 – Customer Contacts for Account; PECO 2 – Monthly Bills dated 01/09/2023, 02/07/2023, 03/08/2023, 04/06/2023 (two copies), 05/05/2023, 06/06/2023; 07/06/2023; PECO 3 – Collection History for Account; and PECO 4 – Payment Agreement History for Account), all of which were entered into the record. I.D. at 2; Tr. at 5.

⁴ We note that in the Complaint, under the section "Methods of Communication by the Commission," Ms. Lombard initialed the blank that states "Initial here if you are selecting First Class Mail service." Complaint at 1-2, ¶ 2.c.

Upon the Commission's receipt of the 49-page hearing transcript, the record closed on October 24, 2023. I.D. at 2.

On January 23, 2024, the Commission issued the Initial Decision of ALJ Ashton, in which she found that the Complainant and Mr. Lombard failed to meet their burden of demonstrating that the Company charged the service address incorrectly. Therefore, the ALJ denied and dismissed the Complaint. I.D. at 1, 9-10.

As noted, *supra*, the Complainant filed Exceptions on February 6, 2024, and PECO filed Reply Exceptions on February 15, 2024.

II. Discussion

A. Legal Standards

Pursuant to Section 332(a) of the Public Utility Code (Code), the proponent of a rule or order bears the burden of proof. 66 P.a.C.S. § 332(a). To satisfy the burden of proof, the Complainant, as the party seeking relief, must establish a sufficient case that PECO is responsible for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). This showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). This standard requires the Complainant's evidence to be more convincing, by even the smallest amount, than evidence presented by PECO. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). This Commission's decisions must be supported by substantial evidence in the record, more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & West Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the evidentiary burden shifts to PECO to present persuasive evidence rebutting that of the Complainant. If PECO's evidence is of co-equal weight, the Complainant has not satisfied their burden of proof, and must provide additional evidence to rebut that of PECO. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the evidentiary 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 to prove their case by a preponderance of the evidence. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

B. Positions of the Parties

The Complaint, generally, centers on the Complainant's lack of clarity regarding: (1) billing increases; (2) the budget billing process; and (3) the current balance of deferred payments on her account. The Complainant also requested a "new payment arrangement." Complaint at 6. PECO countered by requesting that the Commission dismiss the Complaint because, essentially, the Complainant was billed correctly and in compliance with the Company's budget billing program. Answer at 2-3.

At the telephonic hearing, Mr. Lombard represented himself and the Complainant (*i.e.*, his wife, Ms. Lombard) in the instant matter. Tr. at 4-5. Mr. Lombard stated that he was prepared to testify in support of the Complaint. Tr. at 11.

Mr. Lombard testified that the previous payment arrangement was paid-off and he took budget billing off the account. Tr. at 13. Mr. Lombard further testified that upon speaking with a PECO representative, he consented to the reactivation of budget

billing. Mr. Lombard further testified that he was confused by subsequent bill spikes and concerned that he was paying too much. Tr. at 13-15, 16-17.

Mr. Lombard testified that he understands that budget billing: (1) is not a payment agreement; and (2) is the average of usage over the course of 12 months. Tr. at 17. Mr. Lombard also testified that after the payment agreement was paid off, he was paying \$128.40 per month, plus a budget bill of \$272.00 per month, for a total of \$400.40 per month.⁵ Tr. at 18-19. However, Mr. Lombard stated that the issue is while the actual billed usage was lower, the budget bill amount was not lower. Tr. at 19-20.

PECO's witness, Mr. Costello testified that the Complainant initiated a payment arrangement June 15, 2021, which was comprised of 24 monthly payments of \$128.40, and was paid off June 29, 2023. Tr. at 25-26, 39 (citing PECO Exh. 1 at 3). Mr. Costello also testified that a budget bill calculates the average usage over the prior 12 months, to ensure that the customer can pay a consistent, average amount over a rolling 12-month period. Tr. at 26-27. Further, Mr. Costello provided that over time, seasonal billing will level out, or even out, meaning that some months will result in the customer paying more than what the actual usage was for a particular month, or the customer will pay less than the actual usage in a particular month. Mr. Costello continued that the prior 12-months of usage is reviewed every four months and adjusted if necessary. Tr. at 27, 44-45. Moreover, Mr. Costello testified that budget billing is not intended to lower or raise a customer's bill, but it is intended to make it easier for customers to budget their bills. Tr. at 27-28. Furthermore, Mr. Costello testified that a budget bill deferred amount reflects the status of the budget, or when a customer is over- or under-paid budget in regard to usage. Tr. at 28.

⁵ [\$128.40 + \$272.00 = \$400.40].

Next, Mr. Costello addressed the line item charges on the Complainant's service bills from PECO. Specifically, Mr. Costello testified that for the PECO bill dated April 6, 2023, the current period electric usage was \$86.50, and the current period gas usage was \$196.75, for total current period usage of \$283.25.⁶ Tr. at 31-32 (citing PECO Exh. 2 at 7). However, Mr. Costello explained that because the Complainant's customer account was on budget billing at this time, the Complainant was billed \$272.00, based on the last 12 months average usage of \$272.00. Tr. at 32 (citing PECO Exh. 2 at 7). Mr. Costello further testified that the Complainant was also billed \$128.40, in relation to the deferred payment agreement, bringing the total balance due to \$400.40.⁷ Tr. at 32-33 (citing PECO Exh. 2 at 7).

Mr. Costello then addressed the PECO service bill dated May 5, 2023. Specifically, Mr. Costello testified that the bill included other charges of \$328.80, which included: (1) a remaining budget bill balance of \$72, as only \$200.00 was received towards the previous budget bill charge of \$272.00;⁸ (2) the previous period payment agreement installment of \$128.40, which was not paid; and (3) the current period payment agreement installment of \$128.40.⁹ Tr. at 34 (citing PECO Exh. 2 at 11). Mr. Costello noted that because the budget bill amount remained \$272.00 for the current period, this brought the total balance due to \$600.80.¹⁰ Tr. at 34 (citing PECO Exh. 2 at 11). Mr. Costello then testified that because the Complainant's customer account remained on budget billing, the Complainant was expected to pay the budget bill amount of \$272.00, rather than the actual usage for the current period of \$193.90.¹¹ Tr. at 34-35 (citing PECO Exh. 2 at 11). Mr. Costello reiterated that regardless of whether a

⁶ [\$86.50 + \$196.75 = \$283.25].

⁷ [\$272.00 + \$128.40 = \$400.40].

⁸ [\$272.00 - \$200.00 = \$72.00].

⁹ [\$72.00 + \$128.40 + \$128.40 = \$328.80].

¹⁰ [\$272.00 + \$328.80 = \$600.80].

¹¹ [\$75.70 + \$118.20 = \$193.90]. *See*, PECO Exh. 2 at 11.

customer's actual usage for a month is higher or lower, the budget billing amount is based on a 12-month average and will not change every month. Tr. at 35.

Finally, Mr. Costello testified that although the Complainant's previous payment agreement of \$128.40 over 24 monthly installments was paid-off, the final installment payments were not received in full and on time by the final due date. Tr. at 39-40 (citing PECO Exh. 4). Consistent with Mr. Costello's testimony, Mr. Lombard testified that he did not pay the last few payment agreement installments in full and on time. Tr. at 42.

C. Initial Decision

The ALJ made seventeen Findings of Fact and reached four Conclusions of Law. I.D. at 3-4, 9-10. We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

At the outset, the ALJ addressed the Parties and Appearances at the Hearing. Specifically, the ALJ noted that: (1) Andree Lombard filed the Complaint in this matter but did not appear at the hearing; (2) Giovanni Lombard appeared for the hearing and indicated that he is married to Andree Lombard; (3) Giovanni Lombard wished to provide testimony and present argument in this matter, on behalf of Andree Lombard; and (4) Giovanni Lombard did not indicate, and there is no evidence in the record, that he is an attorney licensed to practice law in the Commonwealth of Pennsylvania. I.D. at 4 (Tr. at 4-5). The ALJ further noted that "it was immediately apparent from Mr. Lombard's testimony that he is personally and actively involved in managing the PECO account that is the subject of the Complaint." I.D. at 4-5 (citing Tr. at 13).

The ALJ also noted that the Company raised no objection to: (1) conducting the hearing in the absence of the Complainant; or (2) Mr. Lombard's appearance and participation at the hearing. The ALJ further noted that the Company did not: (1) inquire as to Mr. Lombard's standing or ability to present testimony in support of the Complaint; or (2) object to Mr. Lombard being permitted to cross-examine the Company's witness. I.D. at 5. The ALJ further noted that the Company presented undisputed evidence and testimony that the Lombards have filed 15 formal complaints with the Commission against PECO since July 2, 2007. I.D. at 5 (citing PECO Exh. 3; Tr. at 38). Therefore, the ALJ reasoned that the Company has a long history of responding to formal and informal complaints filed and pursued by the Lombards in Commission proceedings. I.D. at 5.

The ALJ also reasoned that it is not unusual or unprecedented to permit one spouse to proceed at a hearing despite the absence of the other spouse who filed the formal complaint. Further, the ALJ referred to two Commission cases to note that in each case, the utility did not object to the hearing proceeding despite the fact that the spouse appearing at the hearing was neither the account holder nor the spouse that signed the complaint. I.D. at 5 (citing *Townsend v. GTE North, Inc.*, Docket No. F-09157128 (Final Order entered August 21, 1992) (*Townsend*); *Espenship v. PECO Energy Company*, Docket No. C-2013-2354841 (Final Order entered March 14, 2014) (*Espenship*)).

The ALJ then turned to testimony and evidence presented by the Parties. Specifically, the ALJ noted that the Complainant indicated: (1) incorrect charges on her bill; (2) PECO is threatening to shut off service; and (3) that she would like a payment arrangement. Further, the ALJ noted that the Complainant stated that she filed the Complaint because: (1) there were, or may have been, incorrect charges on bill(s) for service issued by PECO; (2) she was unsure whether the account had been "overpaid;" and (3) she was unable to get a clear explanation from the Company regarding the billing

for the account. Moreover, the ALJ noted that the Complainant requested a new payment arrangement. I.D. at 6-7 (citing Complaint at ¶5, Attachment to the Complaint).

The ALJ also noted that at the hearing, Mr. Lombard: (1) confirmed that he was aware of the Complaint and the claims asserted therein; and (2) indicated that the rationale for the Complaint related to budget billing for the account, the “deferred balance” on the account, and confusion regarding the amount due and/or charges on the bill that changed over time.¹² I.D. at 7 (citing Tr. at 12-14). The ALJ also highlighted that Mr. Lombard offered no testimony as to high billing, nor did he request or provide any information that would support the grant of a Commission-issued payment arrangement. I.D. at 7.

The ALJ also addressed the testimony of PECO’s witness, Mr. Costello. Specifically, the ALJ noted that Mr. Costello described the 2021 payment agreement that provided for payment of an outstanding balance of \$3,081.60, at the rate of \$128.40 over 24 monthly installments, with the last installment being due June 28, 2023. I.D. at 7 (citing PECO Exh. 1; Tr. at 25). Further, the ALJ noted that Mr. Costello provided a “thorough explanation” of the Company’s budget billing process, including that budget billing allows a customer to level out seasonal billing and pay a consistent monthly amount. I.D. at 7 (citing Tr. at 26-28). Moreover, the ALJ noted that Mr. Costello described how a customer’s budget billing amount is established and the mechanism used

¹² The ALJ noted that in the Complaint, the Complainant checked a box indicating “incorrect charges are on my bill,” but no testimony or evidence was presented to demonstrate that specific charges on any PECO bill were incorrect. I.D. at 7. The ALJ further noted that the Complainant clarified the reasoning for the checked box by requesting: (1) that the account be put on hold or a new payment arrangement; and (2) a clear explanation for why the bill jumped from \$272.00 to \$400.40. The ALJ reasoned that it appears that the issue was essentially a request for clarification as to how payments, and specifically the \$200 partial payment on the account on April 28, 2023, was credited to the Complainant’s account. I.D. at 7.

to revise the amount to ensure that “the average is staying in line, looking at the past 12 rolling months.” I.D. at 7 (citing Tr. at 26-27).

The ALJ also noted that Mr. Costello used the Complainant’s service bills as supporting documentation to provide “clear testimony” to explain the various amounts used to calculate the Complainant’s monthly bills, including: (1) payments received; (2) the amount owed under the payment agreement with the Company; (3) budget bill charges for the current month; and (4) unpaid amounts (and whether the unpaid amount arose under the payment agreement or the budget bill program) from any previous bills. I.D. at 7-8 (citing Tr. at 24-26).

The ALJ also highlighted that Mr. Costello explained that the difference between the “budget billing amount” and “total new charges” shown on a PECO billing statement. I.D. at 8 (citing PECO Exh. 2; Tr. at 31-32). Further, the ALJ noted that Mr. Costello provided specific testimony regarding the Complainant’s account summary and bills, which each reflected the total amount due, consisting of: (1) the amount payable under the payment agreement with PECO; (2) the budget billing amount; and (3) the actual cost of usage for the billing period. I.D. at 8 (citing Tr. 32- 33; PECO Exhs. 1, 2). Moreover, the ALJ pointed out that Mr. Costello explained that although the bill dated April 6, 2021, in the amount of \$400.40, due May 1, 2023, was not paid in full, a payment of \$200.00 was received and applied to the budget bill amount of \$272.00, with \$200.40 remaining unpaid. The ALJ continued that Mr. Costello explained that the unpaid amount of \$200.40: (1) consisted of \$72.00 of the budget bill amount, and the regular monthly payment of \$128.40 due under the payment agreement; and (2) was carried forward by PECO and included in the bill dated May 5, 2023, which specified a total amount due of \$600.80. I.D. at 8 (citing PECO Exhs. 1, 2; Tr. at 33-34). Moreover, the ALJ noted that Mr. Costello testified that all bills issued by PECO to the Complainant and Mr. Lombard were accurate, with no errors found upon review of the account. I.D. at 8 (citing Tr. at 40-41).

The ALJ pointed out that at the hearing, Mr. Lombard stated that he failed to make timely payments in-full under the payment agreement. I.D. at 8 (citing Tr. at 42). Further, the ALJ noted that although Mr. Lombard testified that he informed the Company that he would not make certain payments in-full, Mr. Lombard did not provide any testimony or documentary evidence that would support a finding that PECO agreed to any change to the terms of the payment agreement. *Id.* Moreover, the ALJ pointed out that although Mr. Lombard testified that he was confused about budget billing, in cross-examination, he agreed that he understood: (1) the functions of the Company's budget billing program; (2) that budget billing does not lower or raise a bill; and (3) that budget billing is different from a payment agreement. I.D. at 8 (citing Tr. at 13, 16-18).

The ALJ found that Mr. Lombard failed to: (1) refute, dispute, or discredit Mr. Costello's testimony or the evidence presented by the Company; and (2) provide any testimony to support any of the inference that the allegations in the Complaint related to overbilling by PECO. The ALJ also found that despite references in the Complaint to possible high billing and a new payment arrangement, Mr. Lombard gave no testimony and provided no documentation concerning a new PECO-issued payment arrangement, nor did he indicate that he or the Complainant wished to request a Commission-issued payment arrangement. Similarly, the ALJ found that Mr. Lombard provided no testimony or evidence that would support a finding that the shut-off notice issued by PECO on July 3, 2023, violated any provision of the Code or any Commission Regulation or policy. I.D. at 8-9.

Accordingly, the ALJ concluded that the Complainant and Mr. Lombard failed to: (1) carry the burden of proving that utility bills issued for their account are not correct as rendered; (2) present any testimony or evidence that would support a request for a Commission-issued payment arrangement; and (3) meet the burden of proving that the Company violated any provision of the Code or Commission Regulation. As such, the ALJ dismissed the Complaint. I.D. at 9.

D. Exceptions¹³

In her Exceptions, the Complainant states that she disagrees with the ALJ's Initial Decision. The Complainant argues that the May 2023 bill from PECO of \$272.00 was timely paid. The Complainant continues: "since I was enrolled in budget billing[,] it jumped to \$400.40 which disrupted the payment agreement." Exc. at 1. Further, the Complainant refers to Mr. Costello's explanation that budget billing allows a customer to "level out seasonal billing," arguing that it "resulted in a higher billing and at the same time disrupted the previous payment agreement." *Id.* Moreover, the Complainant avers that "[t]his is my only proof to my complaint." *Id.* Finally, the Complainant notes that all current bills are paid and requests that the Commission initiate a new payment arrangement. *Id.*

E. Reply Exceptions

In its Reply to Exceptions, PECO cites Section 56.12(8) of the Commission's Regulations, 52 Pa. Code § 56.12(8), and Section 17.6 of the Company's tariff to note that: (1) the budget bill amount is an average of the usage over the prior 12 months; (2) the monthly payment amount is adjusted quarterly, to ensure that the billed amount is consistent with actual usage so that the customer is not adversely

¹³ We acknowledge that the format of the Complainant's Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered, identify the finding of fact and conclusions of law to which exception is taken, and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will accept the Exceptions as filed, pursuant to Section 1.2(a) and (d) of our Regulations, and consider the merits. *See, e.g., Destefano v. Peoples Natural Gas Company*, 56 Pa. P.U.C. 489 (1982); *Halpern v. The Bell Telephone Company of Pennsylvania*, Docket No. C-00923950 (Order entered October 19, 1992); *William Schlinder v. The Bell Telephone Company of Pennsylvania*, Docket No. F-00161252 (Order entered March 26, 1993).

affected by settlement after 12 months; and (3) budget billing does not add charges to a customer's billing. R. Exc. at 3-4 (citing 52 Pa. Code § 56.12(8); Section 17.6 of PECO Energy's Tariff). Further, PECO asserts that the Complainant was advised of the deferred budget billing balance on each monthly billing statement, and the usage at issue was seasonal. Moreover, PECO avers that the Complainant was billed correctly and in compliance with Section 17.6 of the Company's tariff. R. Exc. at 4.

PECO also contends that the Complainant does not allege that the ALJ made an error of law or abused her discretion in any manner. Rather, PECO argues that the Complainant attempts to relitigate the facts of her case before the Commission. Accordingly, PECO argues that the Complainant's Exceptions should be dismissed because: (1) the ALJ's Initial Decision is well-reasoned with ample support from the record; and (2) the Complainant does not set forth support that the Company violated any regulation, statute or order. R. Exc. at 4-5.

F. Disposition

We agree with the Initial Decision in this matter denying the Complaint for failure of the Lombards to meet their burden of proof. The Exceptions reiterate the same arguments in the Complaint (*i.e.*, billing dispute and requesting a payment arrangement), and therefore should be denied. The well-reasoned Initial Decision of the ALJ in this matter is supported by the evidentiary record and will be adopted without modification.

III. Conclusion

Based on our review of the record in this proceeding, we shall deny the Exceptions of Andree Lombard, and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Andree Lombard, filed on February 6, 2024, to the Initial Decision of Administrative Law Judge Arlene Ashton, issued on January 23, 2024, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Arlene Ashton, issued on January 23, 2024, is adopted.
3. That the Formal Complaint filed by Andree Lombard, on July 10, 2023, against PECO Energy Company, at Docket No. C-2023-3041719, is dismissed consistent with this Opinion and Order.
4. That this proceeding at Docket No. C-2023-3041719 be marked closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: May 23, 2024

ORDER ENTERED: June 4, 2024