

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

Public Meeting held January 23, 2025

Commissioners Present:

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

Rahman Bush

v.

C-2024-3046078

Philadelphia Gas Works

OPINION AND ORDER

BEFORE THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Philadelphia Gas Works (PGW, the Company, or Respondent) filed September 30, 2024, to the Initial Decision (I.D.) of Special Agent Michael J. Mroczka, issued September 9, 2024, in the above-captioned matter. No Replies to Exceptions were filed.

On exercise of our independent review of the record, we shall modify the Initial Decision, consistent with the discussion in this Opinion and Order. 66 Pa.C.S. § 335(a). The Formal Complaint filed by Rahman Bush against the Philadelphia Gas

Works at Docket No. C-2024-3046078, is, hereby, denied and dismissed, and the Exceptions of PGW are deemed moot.

I. Background

The proceeding before the Commission is the Formal Complaint (Complaint) of Mr. Rahman Bush (Complainant or Mr. Bush) naming PGW as Respondent. The Complaint represents an untimely appeal of an informal decision of the Commission's Bureau of Consumer Services (BCS), issued on November 22, 2023, at BCS Case No. 3952643. *See* PGW Exh. 8; I.D. at 2, n.1 and the Special Agent's explanation of procedure subsequent to informal complaint.

On January 12, 2024, Mr. Bush filed a Complaint with the Commission. I.D. at 1.¹ In pertinent part, the Complaint raised the following issues in the "Other" section of the Commission's formal complaint form:

- (1) BCS Decision States 66 Pa.C.S. § 1407(b) [a]llows a public utility can establish that an applicant previously resided at a property through credit reporting service, lease, [d]eed, or mortgage.
- (2) [sic] Philadelphia Gas Works (PGW) concluded that Rahman Bush had been linked to the property but not able to undoubtedly prove Rahman Bush resided at the property in which he provided security application for.
- (3) Due to adverse action taken from (PGW) Rahman Bush per consumer rights[,] requested the written adverse action notice be sent to them to dispute inaccurate consumer reporting.

¹ The Commission's case management system indicates the date of the filing of the Complaint was February 6, 2024.

(4) PGW[’s] willful noncompliance of Regulation B [sic] § 202.2(c) and FCRA § 701(d)(6) gave no chance for Rahman Bush to dispute the cause of adverse action.

(5) [U]nder duress, Rahman Bush as holder in due course of the coupon of indebtedness[,] tendered payment to P.G.W. 11.16.23. PGW has not returned tender of payment as dishonored and has chosen to acquiesce to the presentment tendered.

(6) On 1-9-2024 PGW was Notified by Rahman Bush of their dishonor of tendered payment and acquiescence of presentment by telephone communications.

See I.D. at 2-3, citing Complaint at ¶ 4.

For relief, Mr. Bush requested the following:

Rahman Bush requests the P.U.C. to order the P.G.W. to render services in Rahman Bush name per security application provided. As well as credit the balance of the payment tendered on behalf of the prior applicant of the property. If services are not rendered within 24 hours of decision by P.U.C. Rahman Bush requests the tendered payment delivered 11.16.2023 and security application be rescinded from P.G.W. and all equity and interest be returned to Rahman Bush.

See I.D. (citing Complaint at Commission Complaint Form ¶ 5).

On February 26, 2024, PGW filed an Answer to the Complaint in which it admitted or denied the material allegations. In pertinent part, PGW’s Answer explained its position as follows:

4. Admitted in part. Denied in part. PGW admits that the Complainant is linked to 5842 N. Hope Street (“Service Address”) via his Experian credit report.

PGW denies that the Complainant has made any payments to PGW towards the outstanding debt at the Service Address.

By way of further answer, on August 5, 2023, PGW received a request to place the gas service at the Service Address in the Complainant's name. Per Experian, the Complainant is linked to the property since November 2021. PGW informed the Complainant that he would be held responsible for the balance that accrued while he was linked to the property. The Complainant did not place the gas service at the Service Address in his name.

PGW Answer at ¶ 4.

By notice issued March 1, 2024, the Complaint was assigned to Special Agent Michael J. Mroczka, as the presiding officer. A Prehearing Order was issued and served on March 15, 2024, advising the Parties of the date and time of the scheduled hearing, April 1, 2024, and informing them of the applicable procedures.

On April 1, 2024, the hearing convened as scheduled. Attorney Graciela Christlieb, Esquire appeared on behalf of PGW. Rahman Bush appeared along with Ms. Chela Daniels. Ms. Daniels held herself out to be Mr. Bush's power of attorney. Ms. Daniels and Mr. Bush were advised by Special Agent Mroczka that Ms. Daniels could not represent Mr. Bush in the hearing if she were not a licensed attorney. *See* 52 Pa. Code §§ 1.21; 1.22. The Complainant requested and was granted a continuance request over PGW's objection. That same day, an Interim Order was issued, formally granting the Complainant a continuance. I.D. at 4.

On April 1, 2024, by Initial Call-In Telephonic Prehearing Notice, a Prehearing Conference was scheduled for May 8, 2024 at 10:00 a.m. Also, the Commission issued a second Hearing Notice scheduling the hearing for May 14, 2024

at 10:00 a.m. On April 4, 2024, a corrected Hearing Notice was issued changing the May 14, 2024 hearing time from 10:00 a.m. to 1:30 p.m.

On May 8, 2024, the Prehearing Conference was held as scheduled. The Complainant appeared *pro se*, and Attorney Christlieb appeared on behalf of PGW. The Complainant informed the presiding officer that he would be representing himself and that there would be no request or argument for Ms. Daniels to represent him as his power of attorney.

On May 14, 2024, the hearing convened as scheduled. The Complainant appeared, *pro se*. Attorney Christlieb appeared on behalf of PGW and presented the testimony of one witness, Ms. Jessica Antonetti, senior customer review officer. PGW's witness sponsored nine exhibits, which were admitted into the record. I.D. at 5.

The following Exhibits were entered into the record:

PGW Exhibit 1 – 8/5/23 Customer Contact;

PGW Exhibit 2 – 8/10/23 Experian Connect Check;

PGW Exhibit 3 – Example of Letter 5;

PGW Exhibit 4 – Statement of Account;

PGW Exhibit 4A – Proof of Payment;

PGW Exhibit 5 – Proof of Payment;

PGW Exhibit 6 – 11/6/23 PGW Letter;

PGW Exhibit 7 – Negotiable Instrument;

PGW Exhibit 8 – Opening and Closing BCS No. 3952643

The record closed on June 10, 2024. The record consists of the transcript of hearings (66 pages) and the testimony and admitted exhibits.

On September 9, 2024, the Commission issued the Initial Decision of Special Agent Mroczka. In the Initial Decision, Special Agent Mroczka recommended that the Complaint of Mr. Bush be granted, in part, and denied, in part. Exceptions were filed by PGW on September 30, 2024, as noted. No Replies to Exceptions were filed.

II. Discussion

A. Legal Standards

Mr. Bush is the proponent of a rule or order from this Commission that: (1) he should be credited as a payment for requested utility service with two documents tendered as such and referred to as ‘negotiable instruments’ that were submitted to PGW and not returned; *see* Finding of Fact Nos. 10-12, *infra*, and (2) that he does not have financial responsibility for utility services rendered by PGW to an account at 5842 North Hope Street, Philadelphia PA, (Service Address) for a period, prior to August 5, 2023 – the date on which he made application to PGW for utility service. *See* Finding of Fact No. 3; 9, *infra*. As the proponent of a rule or order from the Commission, Mr. Bush, as the Complainant, bears the burden of proof. *See* 66 Pa.C.S. § 332(a).²

The term, “burden of proof” means that the party upon whom such burden is placed is required to establish a sufficient case and show that the utility/respondent is responsible or accountable for the problem described in the Complaint. *Patterson v.*

² 66 Pa.C.S. § 332(a):

§ 332. Procedures in general.

(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.

The Bell Telephone Company of Pa., 72 Pa. P.U.C. 196 (1990) (*Patterson*). Such a showing must be made by an evidentiary standard referred to as a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). The preponderance of the evidence standard means that a complainant's evidence must be more convincing, by even the smallest amount, than that presented by the respondent/utility, in this case, PGW. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

The burden of proof is comprised of two distinct burdens: the burden of production and the burden of persuasion. *See Theresa Gavin v. PECO Energy Company*, Docket No. C-2017-2616249 (Opinion and Order entered July 11, 2019); 2019 WL 3252287 (Pa.P.U.C.) (*Gavin*), citing *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000), citing *Riedel v. County of Allegheny*, 633 A.2d 1325, 1329, n. 11 (Pa. Cmwlth. 1993) (*Riedel*).

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 and goes to the legal sufficiency of a party's claim or affirmative defense. *See Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (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 evidence. *See Moore*.

The burden of persuasion, usually placed on the complainant, applicant, or petitioner, determines which party must produce sufficient evidence to meet the applicable standard of proof. *Hurley v. Hurley*; *see also Applications of Transource*

Pennsylvania, LLC . . . , Docket Nos. A-2017-2640195, *et al* (Opinion and Order entered May 24, 2021); 2021 WL 2143699 (Pa.P.U.C.), *affirmed*, *Transource Pennsylvania, LLC v. Pa. PUC*, 278 A.3d 942 (Pa. Cmwlth. 2022).³ Unlike the burden of production, the burden of persuasion includes determinations of credibility and acceptance or rejection of inferences. Even un rebutted evidence may be disbelieved. *Applications of Transource*, citing *Suber v. Pa. Comm'n on Crime and Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005), *appeal denied*, 895 A.2d 1264 (Pa. 2006). “[T]he burden of persuasion never leaves the party on whom it is originally cast, but the burden of production may shift during the course of the proceedings.” *See Riedel* at n. 11.

In order to bear the burden of proof and be entitled to a decision in one’s favor, a party must bear both the burden of production and the burden of persuasion. *Riedel*.

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with evidence to rebut the evidence of the customer-complainant shifts to the respondent-utility. If the evidence presented by the respondent-utility is of co-equal value or “weight,” the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *See Stephanie Hallman v. PECO Energy Company*, Docket No. F-2013-2393373 (Opinion and Order entered May 5, 2016) (*Stephanie Hallman*) at 9 citing *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

While the burden of going forward with the evidence may shift back and forth between the parties during a proceeding, the burden of proof never shifts. The

³ *Reversed on federal law claims, Transource Pa., LLC v. DeFrank, et al.*, M.D. Pa. Civil No. 1:21-CV-01101 (December 6, 2023); 705 F.Supp. 3d 266 (W.D. Pa. 2023); 2023 WL 8457071, *appeal filed*, Case No. 24-1045 (3d Cir.).

burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Finally, this Commission’s decision must be supported by substantial evidence in the record. *See* 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *See Wilmer Baker v. Sunoco Pipeline, L.P.*, Docket No. C-2018-3004294 (Opinion and Order entered September 23, 2020); 2020 WL 5877007 (Pa.P.U.C.), citing *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217 (1938). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

B. Special Agent’s Initial Decision

In the Initial Decision, Special Agent Mroczka made thirteen (13) Findings of Fact and drew thirteen (13) Conclusions of Law. I.D. at 5-7, 13-15. We hereby adopt and incorporate the said Findings of Fact and Conclusions of Law by reference into our disposition without further comment, unless expressly rejected or rejected by necessary implication, in this Opinion and Order.

The Findings of Fact are reprinted below:

1. The Complainant is Rahman Bush, an individual who resides at 5842 North Hope Street, Philadelphia PA 19120 (service address) since August 7, 2023. Tr. 12.
2. The Respondent is Philadelphia Gas Works, a jurisdictional public utility, which provided gas service at the service address.

3. On or around August 5, 2023, Mr. Bush filled out an online application with PGW requesting to open an account for gas at the service address in his name. PGW Ex. 1.
4. PGW ran an Experian report that “linked” him to the address since November 2021. PGW Ex. 1; Tr. 37.
5. Because the Experian report “linked” Complainant to the address, PGW is requiring Mr. Bush to assume a \$5,227.35 transferred balance, should service be placed in his name. Tr. 41, 42.
6. The \$5,227.35 bill is calculated from December 28, 2021 until November 23, 2023. Tr. 42.
7. Since at least November 2021, the PGW bill for the service address was in the landlord/owner’s name. Tr. 42; PGW Ex. 4.
8. The landlord failed to pay the PGW bill. Tr. 27-28; PGW Ex. 4.
9. Mr. Bush did not reside at the service address prior to August 7, 2023. Tr. 13, 24-25, 27-28.
10. Mr. Bush submitted two documents as alleged negotiable instruments to pay the alleged arrearage. PGW Ex. 5, 7.
11. The first document is a 1099-A tax form for “Acquisition or Abandonment of Secured Property.” PGW Ex. 5 at 3.
12. The second document is an October 21, 2023 PGW bill on which Mr. Bush filled out the amount to be paid and wrote “Pay to the order of Philadelphia Gas Work six thousand five hundred seventy-two dollars 09/100 cent” and signed the document “Rahman Bush/holder in due course Agent.” PGW Ex. 7.

13. PGW accepts cash, check, credit, debit and money orders as payment for their bills. Tr. 57.

I.D. at 5-7.

Consistent with our review of the record and our dismissal of the Complaint, *infra*, we shall expressly reject Finding of Fact No. 9.

In addition, as noted, Special Agent Mroczka reached thirteen (13) Conclusions of Law. Consistent with our review of the record and our dismissal of the Complaint, *infra*, we shall expressly reject Conclusion of Law No. 13, which states, as follows:

13. Complainant has met his burden of proof that PGW was improperly holding him liable for all arrearages since the December 20, 2021, bill. 66 Pa.C.S. § 332.

I.D. at 15.

On consideration of the positions of the Parties and accurately setting forth the proper legal standards applicable to the burden of proof and adequacy and sufficiency of proof in this Complaint, the contentions of Mr. Bush were addressed under two topics: (1) Payment/Negotiable Instruments (I.D. at 8-9); and (2) Complainant “Linked” to Service Address (I.D. at 10-13).

1. Payment/Negotiable Instruments

On consideration of the record and the positions of the Parties, the presiding officer concluded that Mr. Bush did not meet his burden of proof concerning his allegations that two documents submitted to PGW as legal tender for payment for utility service should result in a credit to his financial benefit. The documents submitted

to PGW as “payment” were rejected by PGW as valid compensation for utility service. The documents submitted were identified as: (1) a 1099-A tax form for “Acquisition or Abandonment of Secured Property;” and (2) an October 21, 2023 PGW bill on which Mr. Bush filled out the amount to be paid and wrote “Pay to the order of Philadelphia Gas Work six thousand five hundred seventy-two dollars 09/100 cent” and signed the document “Rahman Bush/holder in due course Agent.” I.D. at 8 (citing PGW Exh. 5 at 3 and PGW Exh. 7, respectively).

In rejecting the Complainant’s position that PGW provided unreasonable service in violation of Section 1501 of the Code, 66 Pa.C.S. § 1501, in failing to accept the identified documents as payment, the Special Agent reasoned, in pertinent part, as follows:

Before addressing the reasonableness of the PGW’s refusal to accept the alleged “negotiable instruments,” it is important to note that the interpretation of an instrument’s negotiability under the Uniform Commercial Code is outside the Commission’s jurisdiction. *See Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered Aug. 3, 2010). Notwithstanding the jurisdictional issue, the Commission has consistently held that utilities accepting only cash, certified checks, money orders, validated checks, and credit and debit cards as methods of payments is not unreasonable or in violation of the Code or Commission regulations. *See Feitt v. Duquesne Light Co.*, Docket No. C-2022-3037095 (Opinion and Order entered Dec. 7, 2023); *Scott v. Pa. Am. Water Co.*, Docket No. C-2016-2529902 (Final Order entered July 14, 2016); *Coppedge v. PECO Energy Co.*, Docket No. F-2014-2406180 (Opinion and Order entered Jan. 29, 2015). Given the above, Complainant has not met his burden of proving that PGW’s failure to accept his “negotiable instruments” as payment was unreasonable under the Code, Commission regulations, or a Commission Order.

I.D. at 9.

2. Complainant “Linked” to Service Address

On consideration of the record and the positions of the Parties, the presiding officer concluded that Mr. Bush met his burden of proof concerning his complaint allegations that PGW failed to establish that he resided at the Service Address prior to his application for service submitted on or about August 5, 2023. I.D. at 12-13.

Special Agent Mroczka noted that PGW’s case solely relied upon an Experian credit report exhibit. In reliance on the report, PGW asserted that it “linked” the Complainant to the Service Address sufficient to meet the criterion of the Code and Commission Regulations requiring that the utility establish that Mr. Bush “resided” at the Service Address property. The Special Agent reasoned, in pertinent part, as follows:

Additionally, Mr. Bush argues that being linked to a residence and residing at a residence are two different things. Tr. 16, 23. This is an important distinction, and I agree. There is no evidence that the “link” relied upon by PGW means that Mr. Bush “resided” at the property as required by 52 Pa. Code § 56.35(b)(1). There could be reasons, other than residence, that a credit report may link a person to a property. While the Experian report may provide a starting point for a utility to determine a proper billing party, it does not, on its own, constitute admissible evidence, to support a finding that anyone listed there should be held responsible for disputed charges.

I.D. at 12 (emphasis added).

The Special Agent reasoned that PGW could not rely upon the Experian credit report to establish the Complainant’s residence, and corresponding responsibility for payment of an outstanding balance accrued at that residence, under Section 56.35(b)(2) of the Commission’s Regulations. 52 Pa. Code § 56.35(b)(2). The Special Agent reasoned that PGW’s essential and sole reliance upon an Experian credit

report – a third-party report of consumer credit reporting agency, which is, indisputably, a hearsay document, without any corroborating evidence, must fall within an exception to the rule prohibiting hearsay and/or be evaluated in accordance with *Walker*.⁴

Based on considerations of *Walker*, the Special Agent found that the Experian credit report was not corroborated by any other competent evidence in the record. Therefore, such report was found to be insufficient to find that the Complainant resided at the property prior to August 2023. I.D. at 12. PGW’s position was, consequently, rejected and the Complaint sustained, in part.

C. PGW Exceptions

In its Exceptions, PGW argues that the Special Agent erred in applying the holding in *Walker* to conclude that the Experian credit report was hearsay and not sufficient, in and of itself, to support a finding that the Complainant resided at the service address. PGW argues that based upon Commission Regulations, and the Pennsylvania Rules of Evidence, the Experian credit report is a “business record” which falls within the exception to the rules of evidence prohibiting the use of hearsay. PGW argues that under *Chapman v. Unemployment Compensation Bd. of Rev.*, 20 A.3d 603, 610, n.8 (Pa. Cmwlth. 2011) (*Chapman*), hearsay evidence which falls within one of the recognized exceptions to the hearsay rule is competent evidence which may be relied upon by the agency.

⁴ See *Walker v. Unemployment Compensation Bd. of Rev.*, 367 A.2d 366, 370 (Pa. Cmwlth. 1976); also *Chapman v. Unemployment Compensation Bd. of Rev.*, 20 A.3d 603, 610, n.8 (Pa. Cmwlth. 2011) (*Chapman*). We note that the Commission is not bound by technical rules of evidence at agency hearings and generally all relevant evidence of reasonably probative value may be admitted. See *Robert P. Gasparro v. PECO Energy Co.*, Docket No. C-00015482 (Opinion and Order entered April 22, 2002) (*Gasparro*).”

In support of its Exceptions, PGW explains that use of a report of a commercially-available consumer credit reporting service is a Commission approved method to aid in establishing residency. *See* 52 Pa. Code § 56.35(b)(2). The nature of the report being recognized as a business record is exemplified, according to PGW, by the fact of its specific mention in the Commission’s Regulation at 52 Pa. Code § 56.35. PGW Exc. at 3.

In its Exceptions, PGW also continues to assert that the record is “rife” with “indications” that the Complainant lived at the Service Address property prior to 2023, aside from the Experian credit report. Here, PGW cites the testimony that the Complainant’s girlfriend and children have resided at the property since 2021. PGW also cites testimony from the transcript that the Complainant was aware of who the landlord was prior to his current landlord (at the Service Address) and that the property was passed from mother to son. Also, states PGW, when Mr. Bush was asked by the Special Agent about when he moved into the property, he “slipped up” and testified that 2023 is when he moved “back” there rather than “to” there. *See* PGW Exc. at 5 (citing Tr. at 25-27).

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, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).⁵

On consideration of the record in this proceeding, we conclude that Mr. Bush has failed to meet his burden of proof. Based upon this conclusion,⁶ we find that there is no need to address PGW's Exceptions and they will be deemed moot. As explained, upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with evidence to rebut the evidence of the customer-complainant shifts to the respondent-utility. However, if the evidence presented by the respondent-utility is of co-equal value or “weight,” the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent-utility. *See Stephanie Hallman* at 9 (citing *Burleson*).

On review of the record, we find that the Complainant testified that his son, Rahman K. Bush, resided at the Service Address beginning in August 2021. Mr. Bush explained that he did not reside at the Service Address, but, instead, resided at two other addresses. Tr. at 23-25. Mr. Bush further explained that the gas account at the Service Address was in the landlord’s name until he submitted his online request for service on August 7, 2023. *Id.* at 25-26. While Mr. Bush did not object to the admission of the

⁵ *See also, Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlth. 2011), *appeal denied*, 22 A.3d 353 (Pa. 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.

⁶ The Commission is the ultimate fact-finder in formal complaint proceedings; it weighs the evidence and resolves conflicts in the testimony. 66 Pa.C.S. § 335(a); *Pennsylvania Elec. Co. v. Pa. PUC*, 473 A.2d 704 (Pa. Cmwlth. 1984). When reviewing the initial decision of an administrative law judge, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. 66 Pa.C.S. § 335(a).

Experian credit report to the record (PGW Exh. No. 2), Mr. Bush did challenge the accuracy of the document and argued that it was hearsay. *See* Tr. at 60-61.

PGW's position relied upon the Experian credit report 'linking' the Complainant to the Service Address prior to the August 7, 2023, service request.

Under the circumstances, we shall modify the Initial Decision, and dismiss the Complaint of Mr. Bush, consistent with our discussion herein.

While Mr. Bush did challenge the accuracy of the Experian credit report, based on the facts of this case, we conclude that Mr. Bush's testimony was insufficient to meet his burden of proof.

As previously noted, because the Complainant failed to meet his burden of proof, there is no need to address PGW's Exceptions and they will be deemed moot.

III. Conclusion

On consideration of the Initial Decision of Special Agent Michael J. Mroczka issued September 9, 2024, the decision is adopted, in part, and modified, consistent with the discussion in this Opinion and Order; **THEREFORE;**

IT IS ORDERED:

1. That the Exceptions of Philadelphia Gas Works filed September 30, 2024, to the Initial Decision of Special Agent Michael J. Mroczka issued September 9, 2024, are deemed moot, consistent with the discussion in this Opinion and Order.

2. That the Initial Decision issued September 9, 2024, at Docket No. C-2024-3046078, is modified, consistent with the discussion in this Opinion and Order.

3. That the Complaint at Docket No. C-2024-3046078, is hereby denied and dismissed, consistent with the discussion in this Opinion and Order.

4. That the Secretary shall mark the Complaint at Docket No. C-2024-3046078 closed.

BY THE COMMISSION:

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is fluid and cursive, with the first name being particularly prominent.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: January 23, 2025

ORDER ENTERED: February 11, 2025