

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Christopher Pendleton	:	
	:	
v.	:	F-2024-3052339
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Christopher P. Pell  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies the Complainant’s Formal Complaint because he failed to meet his burden of demonstrating that PECO Energy Company improperly billed him for electric service rendered to the service address.

**HISTORY OF THE PROCEEDING**

On November 20, 2024, Christopher Pendleton (Complainant) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent) with the Pennsylvania Public Utility Commission (Commission). On the Complaint form, the Complainant placed a checkmark in the box marked “[o]ther,” next to which he provided the following handwritten statement:

PECO hypothecate against my private estate that I am heir, steward, and beneficiary of. In order to administer trust action against a misrepresented title name Christopher Pendleton a title in nom de guerre.

Under the “[r]equested relief” section of the Complaint form, the Complainant stated the following:

Common law, real law, the Supreme Law of the land is the remedy. The organic constitution and treaties is to be applied. Article I Section 10 and Article VI Lawful Money for the United State [sic] of America is gold and silver coin only. Only option is to discharge per House Joint Resolution 192.

On December 9, 2024, the Respondent filed an Answer to the Complaint. In the Answer, the Respondent denied all material allegations of fact and conclusions of law contained within the Complaint.

By Initial Call-In Telephonic Hearing Notice dated December 18, 2024, an initial call-in telephonic hearing was scheduled for February 3, 2025, at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on December 19, 2024. The Prehearing Order also advised the parties of the date and time of the scheduled hearing and explained that the Complainant bears the burden of proof to establish that the respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that he is entitled to the relief requested in the Complaint.

The hearing convened as scheduled on February 3, 2025. The Complainant appeared *pro se* and testified. The Respondent appeared and was represented by Khadijah Scott, Esq., who presented the testimony of Lisa Crespo, a PECO Regulatory

Assessor. The Respondent offered three exhibits which were all admitted into the record (PECO Exhs. 1-3).

The record closed on February 18, 2025, the date the transcript was filed with the Commission.

### FINDINGS OF FACT

1. The Complainant in this case is Christopher Pendleton.
2. The Respondent in this case is PECO Energy Company.
3. The Complainant has lived at 969 Godfrey Avenue, Philadelphia, PA 19124 (service address) since 2011. Tr. 16.
4. PECO has provided residential electric service to the service address for an account under the Complainant's name since July 1, 2011. Tr. 17, 32, 38; PECO Exh. 1.
5. PECO bills its customers for service pursuant to its Commission-approved tariff. Tr. 39.
6. PECO's bills include prior payments made on the account, usage, the dates when the usage was consumed, whether the bill is based on actual or estimated usage, the amount due, and a due date. Tr. 33-34.
7. PECO produces a bill for the Complainant each month. Tr. 33.

8. Between February 13, 2023, and January 31, 2025, the Complainant made payments towards his account for service on May 17, 2023, and July 10, 2023, that were accepted by PECO. Tr. 33, 36; PECO Exhs. 1 & 3.

9. PECO issued a bill to the Complainant on January 15, 2025, informing him that he has an outstanding balance of \$1,815.63 with a due date of February 6, 2025. Tr. 34; PECO Exh. 2.

10. PECO does not maintain signed contracts with its customers. Tr. 39, 45.

11. PECO customers may establish service by calling in to the Customer Care Center, by visiting PECO's website, or by going in person to the Customer Solution Center. Tr. 39.

### DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, Complainant has the burden of proof in this matter pursuant to 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, 602 (Pa. Cmwlth. 1990). A preponderance of the evidence is 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). Additionally, any finding of

fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 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 & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemp't Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Cntr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, 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*, 461 A.2d 1234 (Pa. 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).

The Complainant alleged that PECO has been billing him improperly for service. The Complainant denied that he is a PECO customer and also denied that he owes PECO a debt. Tr. 16, 18.

Regarding billing frequency, the Commission's regulations provide that "[a] public utility shall render a bill once every billing period to every residential

customer in accordance with approved rate schedules.” 52 Pa. Code § 56.11(a).

Commission regulations define a customer as:

A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential public utility service is requested.

52 Pa. Code § 56.2.

During the hearing, the Complainant maintained that he is not a PECO customer. Tr. 16. The Complainant explained that his issue with PECO is that, although PECO claims a debt is owed, “I am not in receipt of lawful proof of any debt being owed.” Tr. 18. Additionally, the Complainant disputed his responsibility for any debt because he does not have a contract with PECO. Tr. 17. However, the Complainant did acknowledge that he resides at the service address, and that electric service is provided to the service address. Tr. 16-17.

In response, PECO’s witness testified that PECO provides residential electric service to the service address to an account under the Complainant’s name. Tr. 17, 32; PECO Exh. 1. PECO’s witness further testified that between February 13, 2023, and January 31, 2025, the Complainant made two payments towards his account, one payment on May 17, 2023, and the other on July 10, 2023, which were both accepted by PECO. Tr. 33; PECO Exh. 1.

Additionally, PECO’s witness testified that PECO bills its customers for service pursuant to its Commission-approved tariff, and that PECO produces a bill for the Complainant each month. Tr. 33, 39. PECO’s bills include prior payments made on the account, the Complainant’s usage, the dates when the usage was consumed, whether the

bill is based on actual or estimated usage, the amount due, and a due date. Tr. 33-34. As of the date of the hearing, the Complainant had an unpaid balance of \$1,815.63 on his account for service. Tr. 19, 32, 40; PECO Exh. 1. Moreover, PECO's witness testified that PECO issued a bill to the Complainant on January 15, 2025, informing him of his \$1,815.63 outstanding balance, and that payment was due by February 6, 2025. Tr. 34; PECO Exh. 2.

Regarding the Complainant's argument that he is not responsible for any debt to PECO because he does not have a contract with PECO, PECO's witness testified that PECO does not maintain signed contracts with its customers. Tr. 39, 45. PECO's witness testified that customers may establish service by calling in to the Customer Care Center, by visiting PECO's website, or by going in person to the Customer Solution Center. Tr. 39.

The record demonstrates that the account for electric service to the service address is in the Complainant's name, that he lives at that address, and that he has actually made payments on that account for the electric service provided by PECO. The Complainant did not offer any evidence upon which I can conclude that he is not the customer of record for the service address, or that PECO has improperly billed him for electric services rendered to the service address. Accordingly, I must conclude that PECO properly billed the Complainant for electric services rendered to the service address. Therefore, the Complainant's Complaint is denied in its entirety.

#### CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

4. Commission regulations provide that "[a] public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules." 52 Pa. Code § 56.11(a).

5. Commission regulations define a customer as "[a] natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential public utility service is requested." 52 Pa. Code § 56.2.

6. The Complainant failed to meet his burden of demonstrating that PECO Energy Company improperly billed him for electric service rendered to the service address.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Christopher Pendleton at Christopher Pendleton v. PECO Energy Company, Docket No. F-2024-3052339 is denied.
2. That Docket No. F-2024-3052339 be marked closed.

Date: May 15, 2025

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/s/  
Christopher P. Pell  
Deputy Chief Administrative Law Judge