

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

Public Meeting held June 18, 2025

Commissioners Present:

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

Yolonda Jones

C-2024-3048012

v.

PPL Electric Utilities Corporation

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions (Exceptions) of Yolonda Jones (Ms. Jones or Complainant), filed on February 19, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl, which was issued February 11, 2025, in the

above-captioned proceeding.¹ Replies to Exceptions were filed by PPL on March 13, 2025. For the reasons stated below, we shall deny the Exceptions filed by Ms. Jones and adopt the Initial Decision of ALJ Guhl, as modified, consistent with this Opinion and Order.

I. History of the Proceeding

On April 1, 2024, Ms. Jones filed a Formal Complaint (Complaint) against the Company. In the Complaint, Ms. Jones indicated two specific issues with PPL: (1) the Company was threatening to, or had already shut off her service; and (2) Ms. Jones would like a Commission-issued payment arrangement. Complaint at 2. For relief, the Complainant requested as follows: “I’m seeking a much [more] affordable payment arrangement. I’ve had a tough year personally and I’m trying to catch things up. Trying not to lo[se] my home or have my electricity shut off.” *Id.* at 3.

On April 22, 2024, PPL filed an Answer to Ms. Jones’ Complaint (Answer). In its Answer, the Company admitted and denied the various allegations in the Complaint. The Company denied it had sent a termination notice, instead clarifying that it had sent “winter collection notices” to notify Ms. Jones of her arrearage and aid her in applying for assistance and grant programs. Answer at 1-2. PPL stated that Ms. Jones, as of the date of the Answer, had a total balance of \$27,048.42, of which \$26,702.42 was in arrears. *Id.* at 2. PPL relayed that Ms. Jones had previously received Company-issued payment arrangements upon which she had defaulted, with the most recent one issued in October 2023 requiring Ms. Jones to pay \$966.00 per month towards her arrearage. *Id.*

¹ As noted below, no Certificate of Service was included with the Complainant’s filing indicating that PPL Electric Utilities Corporation (PPL or the Company) had been properly served with the Complainant’s Exceptions. Consequently, on February 19, 2025, the Commission issued a Secretarial Letter (*February 2025 Secretarial Letter*) serving the Exceptions on the Company and providing the Company until March 13, 2025, to file Reply Exceptions. *February 2025 Secretarial Letter* at 1.

PPL averred that Ms. Jones had made no payments towards her account in 2024 and only made one payment in 2023. *Id.* Finally, PPL noted that Ms. Jones had spoken to the Company on April 2, 2024, to request a Company-issued payment arrangement and rejected the agreement offered by PPL. *Id.* at 3. PPL asked the Commission to deny the Complaint and dismiss it, with prejudice. *Id.* at 4.

On April 23, 2024, an Initial Call-In Telephonic Hearing Notice was issued setting a telephonic hearing for June 27, 2024. A Prehearing Order establishing the procedure of the hearing was issued on May 27, 2024. On June 26, 2024, the hearing scheduled for June 27, 2024, was cancelled. I.D. at 2.

A second Initial Call-In Telephonic Hearing Notice was issued on August 14, 2024, with a hearing rescheduled for October 15, 2024. I.D. at 2.

The hearing convened as scheduled on October 15, 2024. Ms. Jones appeared *pro se* and testified on her own behalf. PPL appeared with counsel and presented the testimony of one witness. PPL also offered five exhibits, all of which were admitted to the record. I.D. at 3.

The record in this proceeding closed on November 14, 2024. I.D. at 3. As noted, *supra*, the Commission issued the Initial Decision of ALJ Guhl on February 11, 2025. Therein, ALJ Guhl denied the Complaint filed by Ms. Jones against PPL. I.D. at 1, 9, 10.

As previously noted, Ms. Jones timely filed Exceptions on February 19, 2025. However, no Certificate of Service was included with the Complainant's filing indicating that PPL had been properly served. Consequently, on February 19, 2025, the Commission issued the *February 2025 Secretarial Letter* serving

the Exceptions on the Company and providing the Company until March 13, 2025, to file Reply Exceptions. *February 2025 Secretarial Letter* at 1.

On March 13, 2025, PPL filed Reply Exceptions, consistent with the *February 2025 Secretarial Letter*.

Also on March 13, 2025, Ms. Jones filed an additional document titled "Exceptions."² Additionally, on March 24, 2025, Ms. Jones filed a document titled "Replies to Exceptions," that included exhibits which were not part of the record in this proceeding.³

II. Discussion

A. Legal Standards

1. Burden of Proof

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 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 is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a 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*,

² On March 13, 2025, the Commission issued a Secretarial Letter (*March 2025 Secretarial Letter*) serving the Complainant's Exceptions on the Company because there was no indication that the Parties of Record were served with the Exceptions, and providing the Company until March 23, 2025, to file Reply Exceptions.

³ As discussed, *infra*, Ms. Jones' extra-record evidence cannot be admitted into the record at this stage of the instant proceeding. *See generally* 52 Pa. Code § 5.431.

602 A.2d 863 (Pa. 1992). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission’s decision 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 & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by a 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 customer shifts to the respondent. If the evidence presented by the respondent 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. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

While the burden of going forward with the evidence 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Payment Arrangements

Although the Responsible Utility Consumer Protection Act (Chapter 14 or Act), 66 Pa.C.S. §§ 1401-1419, which applied to consumer complaints alleging inability to pay and requesting the Commission to issue a payment arrangement, has sunset, effective December 31, 2024, according to its provisions, and is not currently in effect, the Commission has clarified that its Regulations, codified at 52 Pa. Code Chapter 56, remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered

December 24, 2024) (*Chapter 14 Statement of Policy*). The Commission will apply the *Chapter 14 Statement of Policy* in all proceedings related to issues in Chapter 14 until further direction is provided. *Chapter 14 Statement of Policy* at 7. Specifically, the *Chapter 14 Statement of Policy* states in relevant part:

Additionally, with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

As Chapter 14 currently requires, the length of time for a customer to resolve an unpaid balance that is investigated by the Commission and is entered into by a public utility and a customer shall not extend beyond:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
- (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. § 1405(b). The principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024.⁴

Id. at 4-5.

B. Initial Decision

ALJ Guhl made twelve Findings of Fact and reached seven Conclusions of Law. I.D. at 3-4, 9-10. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In her Initial Decision, ALJ Guhl denied and dismissed the Complaint filed by Ms. Jones, and her request for a payment arrangement, finding that: (1) the Complainant had defaulted on nine previous Company-issued payment arrangements; (2) the Complainant had only made one payment on her account in the years 2023 and 2024; and (3) the Complainant’s poor payment history creates a “very strong likelihood” that she will again default on any Commission-issued payment arrangement. I.D. at 8-9.

ALJ Guhl explained that Commission policy allows the Commission “to exercise its discretion [to issue a payment arrangement] when customers have demonstrated some evidence of a good-faith effort in paying utility bills or customers have experienced a change of circumstance outside of their control.” I.D. at 8 (citing *Crawford v. Nat’l Fuel Gas Dist. Corp.*, Docket No. C-20066348 (Opinion and Order

⁴ Consistent with Chapter 14 at present, after December 31, 2024, utility customers will be eligible for one payment arrangement on arrearages accrued while not on a customer assistance program under such terms, subject to a change in income or a significant change in circumstances as again outlined in the existing statute. See 66 Pa.C.S. § 1405(c). *Id.* at 5, n. 3.

entered December 6, 2007) (*Crawford*). ALJ Guhl expanded on the Commission’s considerations when reviewing a request for a Commission-issued payment arrangement, stating that a “Complainant’s payment history and capability to keep prior payment agreements are determinative of whether the Commission exercises its authority to issue a payment agreement for the arrearage.” *Id.* at 8 (citing *Crawford* at 10; *Columbia Gas v. Byerts*, Docket No. F-2011-2247934 (Opinion and Order entered October 17, 2013); *Dorsey v. Phila. Gas Works*, Docket No. F-2012-2313679 (Opinion and Order entered November 22, 2013)).

Based upon Ms. Jones’ payment history and nine prior failures to comply with Company-issued payment arrangements, ALJ Guhl found Ms. Jones had failed to sustain her burden of showing that she should receive a Commission-issued payment arrangement and denied her Complaint against PPL. *I.D.* at 10.

C. Exceptions

As an initial matter, we note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken.⁵ 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will exercise our discretion to accept the Exceptions, as filed, pursuant to Section 1.2(a) of our Regulations, and consider the merits.

⁵ The Exceptions consist of one type-written page without reference to specific findings of fact or conclusions of law and are not numbered. Further, in her Exceptions, the Complainant does not contest any specific finding of ALJ Guhl’s Initial Decision, and instead requests the Commission reconsider the Initial Decision in a general sense.

In her Exceptions, Ms. Jones points to “financial hardship” and “uncertainty regarding my employment status” as support for her request that the Commission reconsider the Initial Decision of ALJ Guhl. Exc. at 1. Ms. Jones notes that she no longer has the part-time employment she had during the hearing in this matter and “it’s just my salary in the house...,” additionally, Ms. Jones argues that she is “behind on everything and trying to catch up after the sudden death of my father.” *Id.*

In response, PPL asserts that “the ALJ properly concluded that the Complainant is not entitled to another payment arrangement...” based on Ms. Jones’ payment history and prior defaults on Company-issued payment arrangements. R. Exc. at 3. Further, PPL argues that Ms. Jones’ assertions about her change in income are extra-record evidence and should not be considered in this matter, and that, even if considered, “the allegations would not change the ultimate conclusions in this case.” *Id.* at 4. PPL requests that the Commission: (1) deny Ms. Jones’ Exceptions; (2) adopt the Initial Decision of ALJ Guhl without modification; and (3) dismiss Ms. Jones’ Complaint, with prejudice, because “the Complainant has failed to sustain her burden of proof that she is entitled to another Commission-ordered payment arrangement.” *Id.* at 6.

D. Disposition

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically delineate 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 generally University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

Initially, we shall address Ms. Jones’ “Exception” filing, submitted on March 13, 2025. We note that such a filing is untimely, pursuant to the Commission’s

Regulations, because it was filed more than twenty days after the February 11, 2025, Initial Decision of ALJ Guhl, 52 Pa. Code §5.544(a), and, therefore, would generally not be considered. However, the Commission accepted the filing and served the “Exception” filing on PPL via Secretarial Letter issued on March 13, 2025 (*March 2025 Secretarial Letter*), providing for PPL to respond by March 23, 2025. *See March 2025 Secretarial Letter*. Based upon the Commission’s acceptance and service of the filing, we shall utilize the discretion afforded in our Regulations to review the March 13, 2025, “Exception” filing. 52 Pa. Code §1.2(a).

In exercising our discretion, we find that both the March 13, 2025, “Exception” filing and Ms. Jones’ timely filed Exceptions of February 19, 2025, are similar in content and demand, were served upon PPL by the Commission, and provided PPL with an opportunity to respond. PPL did indeed respond to the February 19, 2025, Exceptions, and their Reply Exceptions are responsive to the arguments made in both filings by Ms. Jones. Therefore, we find our exercise of discretion secures the just determination of this matter without affecting the substantive rights of the Parties. 52 Pa. Code §1.2(a). Accordingly, the analysis below of Ms. Jones’ Exceptions shall be considered to be dispositive of both the Complainant’s February 19, 2025, and March 13, 2025, filings.

With respect to Ms. Jones’ March 24, 2025, “Reply Exception” filing, we find that it is an improper filing before the Commission and shall not be considered in this matter. Pursuant to our Regulations, the Commission does not permit responses to Replies to Exceptions. *See* 52 Pa. Code § 5.533, 5.535. Additionally, the exhibits attached to March 24, 2025, “Reply Exceptions” are introduced for the first time at this stage and are not contained in the record. Ms. Jones’ extra-record evidence cannot be admitted into the record at this current procedural stage of the case. 52 Pa. Code § 5.431. Therefore, we shall reject this extra-record evidence which Ms. Jones attempts to introduce with her March 24, 2025, “Reply Exception” filing. It is well-established that

parties cannot introduce new evidence at the exceptions stage. *Application of Apollo Gas Co.*, 1994 Pa. PUC Lexis, at *8-14 (Order entered February 10, 1994) (*Apollo Gas*).

Further, in so much as Ms. Jones attempts to introduce new facts through her properly filed Exceptions, we decline to review these additional alleged facts as they are improperly included in her filing. *Apollo Gas*. As referenced above, the Commission has long held that parties may not introduce new evidence at the exceptions stage of a proceeding, nor are we persuaded to excuse these procedural errors by Ms. Jones' *pro se* status. Therefore, based on the procedural defects, we will not consider the Complainant's Reply Exceptions filing, or the included exhibits.

Turning to the merits of Ms. Jones' Exceptions, we shall deny the Exceptions and adopt the February 11, 2025, Initial Decision of ALJ Guhl, as modified by the following discussion.

First, by applying the principles of Chapter 14, pursuant to the *Chapter 14 Statement of Policy*, we find that Ms. Jones is not eligible for a Commission-issued payment arrangement at this time. The *Chapter 14 Statement of Policy* stresses that the Commission intends to continue its application of the "principles" of Chapter 14, stating:

Additionally, with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of "change in income" and "significant

change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

Chapter 14 Statement of Policy at 4. Additionally, the *Chapter 14 Statement of Policy* provides that “utility customers will be eligible for one payment arrangement on arrearages accrued while not on a customer assistance program under such terms, subject to a change in income or a significant change in circumstance as again outlined in the existing statute.” *Id.* at 5, n.3.

The record establishes that Ms. Jones previously received, and defaulted on, a Commission-issued payment arrangement for this arrearage in 2018. *See* BCS Case No. 3655857 (Date closed October 24, 2018); PPL Exh. 4 at 2-5. As such, the Commission is constrained from issuing a subsequent payment arrangement, absent a change in income or significant change in circumstance. *See Chapter 14 Statement of Policy* at 5. Chapter 14, as applicable at the time of Ms. Jones’ Complaint, defined “change in income” as “[a] decrease in household income of 20% or more if the customer’s household income level exceeds 200% of the Federal poverty level...” 66 Pa.C.S. §1403. A “significant change in circumstance” was defined as:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer’s residence.
- (4) Increase in the customer's number of dependents in the household.

Id. The criteria establishing a significant change in circumstance were required to be verified by the utility and “**experienced by customers with household income less than 300% of the Federal poverty level...**” *Id.* (emphasis added).

The record establishes that Ms. Jones' gross monthly household income was approximately \$11,385. I.D. at 4 (citing Tr. 10-12). This monthly household income for a household of two is significantly higher than the threshold of 300% of the Federal poverty level, falling somewhere between 500% and 600% of the Federal poverty level.⁶ Upon finding that Ms. Jones' income is greater than 300% of the Federal poverty level, we cannot consider whether she experienced a significant change in circumstance. 66 Pa.C.S. §1403. In addition, Ms. Jones failed to allege or establish any facts that would establish a change in income of 20% or more to support the issuance of a second Commission-issued payment arrangement.⁷ Ms. Jones has also failed to show any facts on the record that support a finding that she has experienced a significant change in circumstance within the meaning of that term, as previously defined in 66 Pa.C.S. § 1403.

Therefore, based on our application of the principles in Chapter 14, and consistent with the *Chapter 14 Statement of Policy*, we find that Ms. Jones' Complaint must be denied because a subsequent payment arrangement cannot be established by the Commission, given that the Complainant previously received, and defaulted on, a Commission-issued payment arrangement.

In addition, we note that Ms. Jones' arrearage was \$29,069.42 at the time of her hearing. Tr. at 17; PPL Exh. 1. This amount had accrued over the course of numerous years, with evidence suggesting that the arrearage at the time of Ms. Jones' prior Commission-issued payment arrangement was \$11,147.87. PPL Exh. 4 at 3. A review of Ms. Jones' payment history shows a long history of failing to pay her PPL bills, with only twelve payments made toward the arrearage and monthly bills since

⁶ See Federal poverty guidelines, 90 Fed. Reg. 5917 (January 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>.

⁷ As noted, *supra*, we decline to review the extra-record factual allegations included in Ms. Jones' Exceptions filings, pursuant to *Apollo Gas*.

October 2020, and no payments since October 20, 2023. PPL Exh. 1. Ms. Jones has defaulted on nine previous payment arrangements issued by PPL. Tr. at 23-24, PPL Exh. 3.

Based on the facts above, we are compelled to remind the Complainant that a public utility is entitled to full payment for service provided to customers, and there is an obligation for all customers to pay for the utility service provided to them. Otherwise, unpaid customer bills are included in the utility's uncollectibles expense and, ultimately, paid for by the other remaining utility customers. *Mill v. Pa. PUC*, 447 A.2d (Pa. Cmwlth. 1982); *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982). The Complainant is strongly encouraged to satisfactorily address her large outstanding account balance with PPL immediately.

Furthermore, we remind PPL that utilities are obligated to protect all customers from those that refuse to pay, with the tools provided by the Code and the Commission's Regulations, including terminating overdue unpaid accounts. *See Pa. PUC v. North Heidelberg Sewer Co.*, Docket No. M-2018-2645983 (Order entered February 9, 2018). We encourage PPL to take the necessary steps and actions under the Code and our Regulations to mitigate the negative effects on its overall customer base from the actions of individual customers who accumulate large and unreasonable outstanding balances.

Therefore, based upon our review of the record and applicable law, we shall deny the Exceptions and adopt the Initial Decision of ALJ Guhl, as modified, consistent with this Opinion and Order.

III. Conclusion

Based upon our review of the record and the applicable law, we shall deny the Exceptions, and adopt the Initial Decision of Administrative Law Judge Marta Guhl, as modified, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

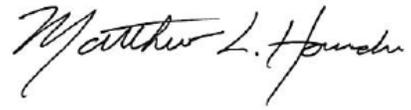
1. That the Exceptions of Yolonda Jones, filed February 19, 2025, and March 13, 2025, to the Initial Decision of Administrative Law Judge Marta Guhl at Docket No. C-2024-3048012, issued on February 11, 2025, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Marta Guhl at Docket No. C-2024-3048012, issued on February 11, 2025, is adopted, as modified, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Yolonda Jones on April 2, 2024, against PPL Electric Utilities Corporation at Docket No. C-2024-3048012, is denied and dismissed, consistent with this Opinion and Order.

4. That this proceeding be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: June 18, 2025

ORDER ENTERED: June 18, 2025