

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

Public Meeting held June 18, 2025

Commissioners Present:

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

Alan Fabius

C-2024-3050914

v.

PECO Energy Company – Electric

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Alan Fabius (Mr. Fabius or Complainant) on March 19, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Arlene Ashton, issued on March 12, 2025, in the above-captioned matter. PECO Energy Company (PECO or the Company) filed Replies to Exceptions on

March 27, 2025.¹ Upon consideration of the Exceptions, we shall deny the Complainant's Exceptions and adopt the Initial Decision, consistent with this Opinion and Order.

I. History of Proceeding

On August 21, 2024, Mr. Fabius filed a Formal Complaint (Complaint) against PECO. In the Complaint, Mr. Fabius alleged that he had incorrect charges on his bill and that PECO was threatening to shut off, or had already shut off, his service. Complaint at 2. For relief, Mr. Fabius requested that PECO provide a detailed explanation of his bill, remove all CleanChoice Energy (CleanChoice) fees, and cease "harassment and threats to disconnect." *Id.* at 3.

On September 11, 2024, PECO filed an Answer to Mr. Fabius' Complaint denying the material allegations of the Complaint. Answer at 1-4.

On September 18, 2024, the Commission received a Reply to Answer filed by Mr. Fabius, wherein the Complainant requested that his alternative electric generation supplier (EGS) (*i.e.* CleanChoice) bill be separate from his PECO bill and sought an explanation for his bill of \$10,544.13. Reply to Answer at 1.

On September 18, 2024, an Initial Telephonic Hearing Notice was issued by the Commission assigning ALJ Ashton as presiding officer and scheduling the Initial Hearing for November 26, 2024. Hearing Notice at 1. On October 2, 2024, ALJ Aston

¹ On March 20, 2025, the Secretary's Bureau served the Exceptions on All Parties of Record stating that its review of the filing revealed that no Certificate of Service or other indication that the Parties of Record to the case were served with the Exceptions. Pursuant to 52 Pa. Code § 5.535, PECO was given until April 11, 2025 to file Reply Exceptions.

issued a Prehearing Order setting forth, *inter alia*, hearing information and the rules that would govern the proceeding.

On November 26, 2024, the Call-In Hearing was held as scheduled. Khadijah Scott, Esq. appeared on behalf of PECO and the Complainant appeared, *pro se*. Tr. at 5-6.

On March 12, 2025, the Commission issued the Initial Decision of ALJ Ashton. Therein, the ALJ denied and dismissed Mr. Fabius' Complaint. I.D. at 16.

As previously noted, on March 19, 2025, the Complainant filed Exceptions to the Initial Decision.

On March 27, 2025, PECO filed Reply Exceptions.

II. Discussion

A. Legal Standards

1. Burden of Proof

Pursuant to Section 332(a) of the Public Utility Code (Code), the Complainant, as the proponent of a rule or order, bears the burden of proof. 66 Pa.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*, 602 A.2d 863 (Pa. 1992). This standard requires the Complainant's evidence be more

convincing, by even the smallest amount, than the evidence presented by PECO. *Selling 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). "Opinions and conclusions cannot be relied upon as substantial evidence in a decision by the Commission." *Norman v Phila. Gas Works*, Docket No. C-2018-2640719 (Opinion and Order entered October 7, 2021) (*Norman*).

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's. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd* 461 A.2d 1234 (Pa. 1983) (*Burleson*). 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).

2. Safe, Adequate and Reasonable Service

A public utility has a duty to furnish and maintain adequate, efficient, safe, and reasonable service and facilities. 66 Pa. C.S. § 1501. Specifically, Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa. C.S. § 1501.

The term “service” is defined broadly under Section 102 of the Code to include any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities, used, furnished or supplied by public utilities. *See* 66 Pa. C.S. §102. The statutory definition of “service” is also to be broadly construed by the Commission and the courts. *Country Place Waste Treatment Co., Inc. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995).

3. High Bill Dispute

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the *Waldron* rule. See *Waldron v. Phila. Elec. Co.*, 54 Pa. PUC 98 (1980) (*Waldron*). *Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, the Complainant must prove, by a preponderance of the evidence that: (1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant's billing history shows no prior abnormalities. *Waldron; Replogle v. Pa. Elec. Co.*, 54 Pa. P.U.C. 528 (1980). Once the Complainant shows a *prima facie* case, the burden of proof shifts to the Respondent; however, the burden of persuasion never shifts and always remains with the Complainant. *Id.*

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal *direct* proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235. (Emphasis in original)). In *Nehemiah Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and

Order entered November 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a *prima facie* case pursuant to *Waldron*:

[C]onsistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the *Waldron* Rule allows a complainant to establish a *prima facie* case in a “high bill” Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a “high bill” Complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.”

Thomas at 5 (citing *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 at 6 (Opinion and Order entered October 13, 2010)).

B. Initial Decision

In the Initial Decision, ALJ Ashton made twenty-two (22) Findings of Fact and reached seven (7) Conclusions of Law. I.D. at 3-5, 14-15. The Findings of Fact and Conclusions of Law are incorporated herein by reference and adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

First, ALJ Ashton addressed Mr. Fabius’ EGS issue. In the Initial Decision, ALJ Ashton recounted the Complainant’s contentions that CleanChoice was designated as his EGS without his consent and that the PECO bills he received after terminating his contract with CleanChoice were extremely high. I.D. at 9; Tr. at 21.

ALJ Ashton stated that PECO's witness, Ms. Nadine Tillman, explained PECO's process of handling EGS switches and, in particular, that it does not switch a customer to an EGS unless PECO receives a change order from the EGS indicating that the customer directly made the switch through contact with the EGS. I.D. at 9 (citing Tr. at 38-50).

ALJ Ashton found that the Complainant presented no evidence, other than his assertion, that PECO did not inform him of the EGS switch to CleanChoice. I.D. at 10 (citing Tr. at 21). ALJ Ashton found PECO's testimony and evidence regarding its procedures on an EGS switch persuasive. The ALJ determined that the Complainant did not establish that PECO violated the Code, Commission Regulations, or any Commission Order. I.D. at 10.

Next, ALJ Ashton addressed the Complainant's alleged high bills, specifically his bills for the months of May and June 2023.

ALJ Ashton stated in the Initial Decision that the burden of proof for high bill complaints has been established in *Waldron, supra*. I.D. at 11-12.

At the hearing, ALJ Ashton recounted that Mr. Fabius testified that his PECO bills for May and June 2023 were "very high" when compared to May and June 2024. I.D. at 12 (citing Tr. at 21-22). Additionally, ALJ Ashton explained that Mr. Fabius also testified that he compared his PECO bill to that of his neighbor with "identical square footage," after his account was returned to PECO from CleanChoice, and Mr. Fabius found that his PECO bills were approximately 43% higher than those of his neighbor. I.D. at 13 (citing Tr. at 22-23). Finally, the ALJ explained that Mr. Fabius testified that it was his belief that his PECO billing statements were incorrect because they included termination charges imposed by CleanChoice and/or a defective meter. I.D. at 13 (citing Tr. at 24).

ALJ Ashton stated that PECO offered the testimony of Mr. Anthony Costello, a Senior Regulatory Assessor, who testified that Mr. Fabius' account balance of over \$11,000 was primarily an accumulation of PECO charges and that the balance did not include termination fees imposed by CleanChoice. Furthermore, Mr. Costello testified that the Complainant had failed to make timely payments in full on his PECO account since he was returned to PECO as a default service customer in April 2023. I.D. at 13 (citing Tr. at 62).

In addition, ALJ Ashton noted Mr. Costello's testimony that on October 16, 2023, Mr. Fabius and PECO negotiated a payment agreement that resulted in 23 monthly installments of \$265.55, which was reflected on Mr. Fabius' PECO bills. According to Mr. Costello, shortly after the arrangement was reflected on Mr. Fabius' bills, a default on the arrangement occurred making the entire balance due immediately. I.D. at 13 (citing Tr. at 78-80).

ALJ Ashton also noted Mr. Costello's testimony that after Mr. Fabius filed the instant Complaint, PECO reached out to the Complainant to schedule an all-day field visit by a PECO representative to identify the source of Mr. Fabius' billing issues, but no such visit had been scheduled. I.D. at 13-14 (citing Tr. at 70-73). Finally, ALJ Ashton stated it was Mr. Costello that testified that although home sizes can be similar, it does not necessarily mean that they consume a similar amount of electricity. I.D. at 14 (citing Tr. at 76).

Additionally, the ALJ explained that while Mr. Fabius could not recollect any negotiation of a payment arrangement, he did not dispute that he failed to make regular payments on his PECO account. I.D. at 14.

Given the evidence presented at the hearing, the ALJ found that the Complainant could not prevail on his high bill issue. Accordingly, the ALJ dismissed the

Complaint, finding that the Complainant failed to sustain his burden of proof on both issues. I.D. at 14.

C. Exceptions and Reply Exceptions

1. Exceptions

As previously noted, Mr. Fabius filed timely exceptions on March 19, 2025, which consist of three (3) pages and twelve (12) assertions. Therein, Mr. Fabius refers to various disputes in the instant proceeding.

Specifically, in his first Exception, Mr. Fabius insists that he had never enrolled in CleanChoice, nor does PECO have any evidence of his enrollment. Exc. at 1.

In his second Exception, Mr. Fabius alleges that he never entered into a payment agreement. Exc. at 1.

Next, in his third Exception, Mr. Fabius claims that he had a long history of paying his bills on time from 2008 until 2020 when he contends his account was switched without his consent. Exc. at 2.

In his fourth Exception, Mr. Fabius takes issue with his bill comparison between May and June of 2023 and May and June of 2024. Exc. at 1.

In his fifth Exception, Mr. Fabius contends that the Commission's EGS procedures are inadequate and allow companies to "[take] advantage of the system." Exc. at 1-2.

In his sixth Exception, Mr. Fabius contends that issues regarding EGSs can be avoided if PECO was required to send a registered letter requiring a customer's signature to switch their account to the alternate suppliers. Exc. at 2.

In his seventh Exception, Mr. Fabius disputes the ALJ's finding regarding the credibility of PECO's witness, Ms. Tillman. Exc. at 2.

In his eighth Exception, Mr. Fabius alleges that the EGS system has failed and, as evidence of this failure, an overwhelming number of PECO customers have filed complaints with the Commission. Exc. at 2.

In his ninth Exception, Mr. Fabius argues that his chart depicting the bill change between June 2023 and June 2024 is clear and convincing evidence that his bills are not reasonable or accurate. Exc. at 2. He further contends that PECO has not provided any evidence to demonstrate how a customer living in a townhome that is the size of his service address can use such an excessive amount of energy. *Id.* at 3.

Next, in his tenth Exception, Mr. Fabius takes issue with the ALJ's finding that PECO's witness, Mr. Costello, provided credible testimony when he discussed the difference in electricity usage between similar sized townhomes. Exc. at 3.

In his eleventh Exception, Mr. Fabius avers that he would have made payments to PECO if the fees on his were accurate and reasonable but that the first two (2) PECO bills he received after switching back to PECO as his default generation supplier were "unreasonable at 208% and 375% higher." Mr. Fabius explains that such bills prompted him to file the instant Complaint. Exc. at 3.

Finally, in his last Exception, Mr. Fabius contends that his evidence of his bill being 375% higher than average an average bill, and 43% higher than a similar sized

townhome, meets the Complainant's burden of proof that PECO provided him with unreasonable and excessive billing. Additionally, he requests that his meter be tested and replaced. Exc. at 3.

2. Reply Exceptions

In its Reply Exceptions, PECO asserts the Complainant's allegation that he was enrolled with an EGS without his authorization is without merit. R. Exc. at 4.

PECO explains that in June 2020, Mr. Fabius was enrolled with CleanChoice. According to PECO, on April 17, 2023, three years later, Mr. Fabius contacted PECO regarding his bill and was advised by PECO that he should consider changing his EGS supplier because the supplier was charging him significantly higher pricing than PECO's default generation service. Thereafter, PECO states, Mr. Fabius requested that the EGS be dropped from his account. PECO explains that a drop notification letter was sent to Mr. Fabius on April 17, 2023, and Mr. Fabius was returned to PECO as his default generation supplier, pursuant to 52 Pa. Code § 57.173.

R. Exc. at 4.

Next, PECO contends that it sent Mr. Fabius a confirmation, as required by Commission Regulations, and that it is not required to send a certified registered letter requiring signature as a supplier switch notification. PECO notes that the supplier information was listed on every monthly bill sent to Mr. Fabius and, at no time prior to April 2023 did Mr. Fabius notify PECO that he did not approve of the EGS on his account. R. Exc. at 5.

PECO cites to Section 5.3.1 of its Supplier Tariff, where it states it is the EGS's responsibility to maintain evidence of the Customer's written authorization in the event of a dispute. R. Exc. at 5.

PECO asserts that it is not a party to the contract with CleanChoice and that consistent with its Supplier Tariff, the Company is not the supplier and is not responsible for maintaining evidence of the Complainant's written authorization. PECO explains that its responsibility under its Supplier Tariff is to provide notification of the switch and give the customer an opportunity to object to the enrollment if it is not proper, to which it complied. Furthermore, according to PECO, at the time of Mr. Fabius' objection, PECO sent a drop notification immediately and Mr. Fabius was returned PECO as his default generation supplier, in compliance with 52 Pa. Code § 57.177. R. Exc. at 5.

Additionally, PECO explains that in accordance with its Supplier tariff, PECO will bill the customer for third-party supplier charges and collect the customer's payment for those supplier charges. R. Exc. at 5. PECO contends Mr. Fabius was billed on actual usage and that his Exceptions are improperly placed against PECO and should be filed against the EGS, *i.e.*, CleanChoice. *Id.* at 6.

Finally, PECO claims that it was Mr. Fabius' lack of payment, and not high billing, that led to his large account balance. Furthermore, according to PECO, the Complainant was contacted on multiple occasions to schedule a high bill field investigation, to which Mr. Fabius did not respond. PECO contends that Mr. Fabius' assertion that his meter should be tested and replaced is inconsistent with his own behaviors and is without merit. R. Exc. at 6.

Accordingly, PECO requests that the Commission deny Mr. Fabius' Exceptions and adopt the Initial Decision. R. Exc. at 6-7.

D. Disposition

We note that any argument or Exception not specifically delineated shall be deemed to be considered and denied without further discussion or consideration. The

Commission is not required to consider expressly, or at length, each contention or argument made by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

At the outset, we will address Mr. Fabius' EGS issue and Mr. Fabius' claim that he did not enroll with CleanChoice. We agree with the ALJ that Mr. Fabius failed to meet his burden of proving that PECO did not inform him of the EGS switch to CleanChoice. According to PECO, Mr. Fabius enrolled with CleanChoice in June of 2020 and CleanChoice was displayed as his EGS on his PECO bill during his time of enrollment. *See* Tr. at 40-41; PECO Exh. No. 2. Not until April 17, 2023, *i.e.*, nearly three years later, did Mr. Fabius reach out to PECO regarding his bill and to subsequently request to be returned to PECO as his default generation supplier. During the hearing, PECO's witness, Ms. Tillman, testified explaining PECO procedures regarding a switch to an EGS, which included PECO sending a notification to the customer in accordance with 52 Pa. Code § 57.173. *See* Tr. at 40-41. ALJ Ashton determined the testimony regarding PECO procedures with respect to an EGS switch to be credible. Moreover, Mr. Fabius had ample notice that CleanChoice was his EGS, given that such information was displayed on his PECO bill for approximately 33 months (June 2020 through April 2023). Accordingly, we agree with ALJ Ashton that Mr. Fabius offered no evidence to suggest that PECO failed to provide him with reasonable service under Section 1501 of the Code, 66 Pa. C.S. § 1501, or that the Company violated any other provisions of the Code, Commission Regulations, or any Commission Order.

Next, we turn to Mr. Fabius' high bill claim. We agree with the ALJ that Mr. Fabius failed to meet his burden of proving that he was overbilled or that there were other inappropriate charges on his PECO account. In order to establish a *prima facie* case under *Waldron*, the Complainant must show the disputed bill was abnormally high

when compared to prior usage patterns and that his or her pattern of usage has not changed or must provide other relevant evidence showing that the disputed bill is unreasonably high. *See Thomas*. We note that the Commission has stated that meter accuracy is not the sole determinant in resolving a high bill dispute. Rather, “the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding” are all factors that may be considered by the presiding officer. *See Waldron, supra*.

Upon review of the record evidence, we acknowledge that Mr. Fabius experienced an apparent increase in his bill during the months of May and June of 2023, as compared to the same months in 2024. Mr. Fabius’ usage history illustrating the difference is shown in the below:

Period	PECO Bill	Days	Ave Temp	\$ Difference 2024 v 2023
May 2024	\$330.98	29	56	\$359.60 less
May 2023	\$690.58	29	59	N/A
June 2024	\$317.12	32	72	\$872.55 less
June 2023	\$1189.57	32	67	N/A

I.D. at 12 (citing Complainant’s Exh. No. 2; Tr. at 21-22).

At the hearing, Mr. Fabius testified that he compared his PECO bill to that of a neighbor who lives in a house with similar square footage and found that his PECO bills were approximately 43% higher. Tr. at 22-23. Mr. Fabius claimed that his PECO billing statements included termination charges imposed by CleanChoice and/or a defective meter. Tr. at 24.

In response to Mr. Fabius' claims PECO's witness, Mr. Costello, testified that the Complainant's balance of over \$11,000 was comprised of primarily an accumulation of PECO charges and did not include CleanChoice termination fees. In addition, Mr. Costello explained that Mr. Fabius failed to make payments on his PECO account on time and in full since he was returned to PECO as his default generation supplier. *See* Tr. at 62-68. According to PECO, Mr. Fabius negotiated a payment agreement in October of 2023 and defaulted shortly after the arrangement was made, making the entire balance at the time of \$6,107.69 due immediately. Tr. at 78-80.

In response to the Complainant's comparison of his PECO bills to that of his neighbor, Mr. Costello explained that although the homes may be of similar size, it does not necessarily mean they consume the same amount of electricity. Tr. at 76. After Mr. Fabius filed the instant Complaint, PECO reached out to Mr. Fabius to suggest an all-day field visit to investigate the source of Mr. Fabius' billing issues. *See* PECO Exh. No. 5. The record demonstrates that Mr. Fabius failed to schedule an all-day field visit with PECO. *See* Tr. at 26.

It is worth noting that Mr. Fabius' claim of the unauthorized switch from PECO to CleanChoice has no bearing upon his high bill claim. As previously noted, Mr. Fabius changed his supplier from CleanChoice to PECO in April of 2023 and claimed that he had unusually high bills in May and June of 2023 after his switch back to PECO. Mr. Fabius presented only one year of billing history and did not proffer any evidence of other changes in the household during the time in question to demonstrate that the charges were excessive or unrelated to his actual usage. Additionally, PECO reached out to Mr. Fabius to schedule an all-day field visit to investigate any potential cause of the high bills in May and June of 2023 and Mr. Fabius did not accept PECO's offer. Nonetheless, we note that Mr. Fabius is not precluded from requesting a meter test by PECO to ensure his meter is functioning within the allowances for accuracy permitted under Commission Regulations.

Accordingly, on consideration of the record, we conclude that the Complainant failed to establish that he was improperly billed for his electric service or that PECO violated the Code, a Commission Regulation or Order, or a Commission-approved tariff. We find that the ALJ properly weighed the evidence presented and that dismissal of the Complaint was appropriate, consistent with *Waldron*. Therefore, we shall deny the Complainant's Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order.

IV. Conclusion

Based on the foregoing discussion and our review of the Initial Decision, Exceptions, and the record in this proceeding, we shall deny the Exceptions filed by Alan Fabius, and adopt the Initial Decision, issued on March 12, 2025, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Alan Fabius, filed on March 19, 2025, to the Initial Decision of Administrative Law Judge Arlene Ashton, issued on March 12, 2025 at Docket No. C-2024-3050914, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Arlene Ashton, issued on March 12, 2025 at Docket No. C-2024-3050914, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Alan Fabius on August 27, 2024, against PECO Energy Company – Electric Division, at Docket No. C-2024-3050914, is dismissed, consistent with this Opinion and Order.

4. That this proceeding at Docket No. C-2024-3050914 be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "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