

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Eva James	:	
	:	
v.	:	C-2025-3053196
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Marta Guhl  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies Eva James’ Formal Complaint against PECO Energy Company because Complainant has not established that PECO Energy Company failed to properly credit her payments to her account or that there were incorrect charges on her bills.

**HISTORY OF THE PROCEEDING**

On January 29, 2025, Eva James (Complainant or Ms. James) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant contends that there were incorrect charges on the bills. She also indicates that the utility was threatening to shut off or had already shut off her utility service.

On February 24, 2025,<sup>1</sup> Respondent filed an Answer denying the material allegations of the Complaint.

By Initial Call-In Telephonic Hearing Notice dated February 25, 2025, an initial telephonic hearing was scheduled for April 23, 2025, at 10:00 a.m., and the matter was assigned to me.

On February 27, 2025, I issued a Prehearing Order which indicated procedural matters and hearing procedures.

After communications from Complainant, it was determined that an in-person initial hearing was necessary. PECO had no objection to this change.

On April 9, 2025, a Hearing Type Change Notice was served on the parties which indicated that the April 23, 2025, hearing was changed from telephonic to in-person at the Philadelphia Office of Administrative Law Judge.

On April 9, 2025, a new Prehearing Order was served on the parties, which reflected the change from telephonic to an in-person hearing.

The hearing proceeded as scheduled on April 23, 2025. Complainant participated *pro se* and testified. Complainant also presented one exhibit at the hearing which was entered into the record. Respondent appeared and was represented by Khadijah Scott, Esquire, who presented the testimony of Michael Begley, a Regulatory Assessor. Respondent offered six exhibits, which were all entered into the record.

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<sup>1</sup> The Formal Complaint was served on the Respondent by the Secretary's Bureau on February 3, 2025.

The record closed on May 21, 2025, when I received the transcript of the hearing.

### FINDINGS OF FACT

1. Complainant in this case is Eva James, who resides at 5913 Old York Road, Philadelphia, Pennsylvania 19141 (Service Address). Tr. 9-10.
2. Respondent is PECO Energy Company.
3. Complainant used a check cashing establishment and Walmart to pay her PECO bills. Tr. 10; Complainant Exh. 1.
4. The check cashing establishment and Walmart charged Complainant with a service fee, which was taken out of the amount that she paid towards her PECO bill. Tr. 10-11.
5. Complainant was on PECO's Customer Assistance Program (CAP). Tr. 13.
6. Complainant was removed from PECO's CAP program on June 13, 2022, due to failure to recertify. Tr. 34; PECO Exh. 2.
7. Complainant was re-enrolled in CAP on February 13, 2023, when she certified her income. Tr. 34; PECO Exh. 2.
8. Based on Complainant's annual energy burden, her minimum monthly charge in the CAP program is \$20.00 and her monthly CAP payment is \$86.00. Tr. 34; PECO Exh. 2.

9. The CAP monthly payment is calculated based on the customer's monthly income, where the customer falls in the Federal Poverty Guidelines and what percentage of their income the customer can afford to pay towards their utility bill. Tr. 34-35; PECO Exh. 2.

10. PECO's CAP program had changed prior to Complainant being re-enrolled in the program in February 2023. Tr. 34.

11. Customers were informed of the changes to PECO's CAP program. Tr. 35.

12. Customers would receive a packet prior to enrollment in the CAP program which would explain the program. Tr. 35.

13. A customer's monthly payment can change if his or income level changes when the customer recertifies his or her income. Tr. 35.

14. Respondent sent Complainant a 10-day Termination Notice on October 15, 2024. Tr. 31; PECO Exh. 3.

15. Respondent made two 72-hour notice phone attempts prior to terminating service. Tr. 31; PECO Exh. 3.

16. Complainant's electric service was shut off on October 30, 2024. Tr. 31; PECO Exh. 3.

17. Complainant made a payment of \$52.88 on November 9, 2024, which PECO received on November 13, 2024. Tr. 37-38; PECO Exh. 1.

18. The payment was not sufficient to restore her utility service because Complainant had an outstanding balance of \$553.12 at the time. Tr. 37-38.

19. Complainant was on the CAP program at the time when her service was shut off. Tr. 33; PGW Exh. 1.

20. Complainant's account with PECO closed on November 13, 2024, with a total balance of \$877.67. Tr. 30; PGW Exh. 1.

21. The balance accrued as a result of Complainant failing to pay her bills on time and in full. Tr. 30; PECO Exh. 1.

### 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, 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). That is, by 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. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unempl. Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlt. 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 her 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. Cmwlt. 1982).

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. Cmwlt. 2001).

### Dispute of Outstanding Balance

The Complainant disputes the amount that she owes to PECO for her utility service. She indicated that she was paying her bills but that the amount that she owed changed.

The burden of proof for “high bill” complaints has been explained in *Waldron v. Philadelphia Electric Co.*, 54 Pa.P.U.C. 98 (1980) (*Waldron*), and its progeny. In *Waldron*, the Commission adopted the Michigan Public Service Commission’s (PSC’s) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825, May 1979, which stated that, while the accuracy of the meter is an important

factor in resolving billing disputes, it is not the sole criterion. The Commission stated that it will also consider the following factors: 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. *Waldron* at 100.

Consistent with the Commission's holding in *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered Oct. 13, 2010) (*Bennet*), 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.” *Bennet*, at 6; *see also Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

Complainant acknowledged that she used a check cashing establishment and Walmart to pay her PECO bills. Tr. 10; Complainant Exh. 1. The check cashing establishment and Walmart charged Complainant with a service fee, which was taken out of the amount that she paid towards her PECO bill. Tr. 10-11.

The Company witness, Mr. Michael Begley, testified that Complainant was on PECO’s Customer Assistance Program (CAP). Tr. 13. Complainant was removed from PECO’s CAP program on June 13, 2022, due to failure to recertify. Tr. 34; PECO Exh. 2. Complainant was re-enrolled in CAP on February 13, 2023, when she certified her income. Tr. 34; PECO Exh. 2.

Mr. Begley testified regarding PECO's CAP program and how it functions. He indicated that based on Complainant's annual energy burden, her minimum monthly charge in the CAP program is \$20.00 and her monthly CAP payment is \$86.00. Tr. 34; PECO Exh. 2. Mr. Begley stated that the CAP monthly payment is calculated based on the customer's monthly income, where the customer falls in the Federal Poverty Guidelines and what percentage of their income a customer can afford to pay towards their utility bill. Tr. 34 35; PECO Exh. 2. PECO's CAP program had changed prior to Complainant being re-enrolled in the program in February 2023. Tr. 34. Customers were informed of the changes to PECO's CAP program. Tr. 35. Customers would receive a packet prior to enrollment in the CAP program which would explain the program. Tr. 35. Mr. Begley also explained that a customer's monthly payment can change if the customer's income level changes when the customer recertifies his or her income. Tr. 35.

Based on the Complainant's testimony and the records presented by PECO, it is clear that the Complainant's balance accrued due to the fact that she was not paying her bills on time or in full. While she was making payments, she was using a check cashing establishment and Walmart to make those payments and was being charged a service fee on top of the bill amount. It appears that the fee was being deducted from the amount that Complainant paid for her PECO bills, and thus, the full amount may not have gone to PECO. Further, PECO's witness credibly testified that there were changes to PECO's CAP program which changed the amount that Complainant had to pay for her service. Depending on changes to her income level, there were changes to her monthly payment. Therefore, the Complainant has not met her burden of demonstrating that there were incorrect charges on her bills.

## Termination of Service

Complainant also disputes her termination of service. She alleges that she did not receive notice prior to her service being terminated. Tr. 12.

Prior to terminating service, a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. 52 Pa. Code § 56.91(a).

Further, a public utility may not interrupt, discontinue, or terminate service without attempting to contact the customer or responsible adult occupant, either in person, by telephone, or electronically with the customer's consent, to provide notice of the proposed termination at least 3 days prior to the scheduled termination using one of the methods in this section. 52 Pa. Code § 56.93.

Respondent sent Complainant a 10-day Termination Notice on October 15, 2024. Tr. 31; PECO Exh. 3. Respondent made two 72-hour notice phone attempts prior to terminating service on October 22 and 23, 2024. Tr. 31; PECO Exh. 3. Complainant's electric service was shut off on October 30, 2024. Tr. 31; PECO Exh. 3. Complainant made a payment of \$52.88 on November 9, 2024, which PECO received on November 13, 2024. Tr. 37-38; PECO Exh. 1. The payment was not sufficient to restore her utility service because Complainant had an outstanding balance of \$553.12 at the time. Tr. 37-38. Complainant's account with PECO closed on November 13, 2024, with a total balance of \$877.67. Tr. 30; PGW Exh. 1. The balance accrued as the result of Complainant failing to pay her bills on time and in full. Tr. 30; PECO Exh. 1.

In this case, PECO sent Complainant a 10-day Termination Notice on October 15, 2024. PECO also made two phone calls to Complainant prior to termination.

While Complainant did make a payment on November 9, 2024 in the amount of \$52.88, it was not sufficient to restore her service because Complainant had an outstanding balance which had accrued due to her failure to make full payments on time. There is nothing in the record to indicate that PECO violated the Public Utility Code, Commission regulations or order in this matter. As such, Complainant has not met her burden of proof, and the Complaint must be dismissed.

### 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. The Commission stated that it will consider the following factors: 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. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980).
  
5. “[T]he 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 v. PECO Energy Co.*, Docket No. C-2010-2187197, at 5 (Opinion and Order entered Nov. 15, 2011).

6. The Complainant did not meet her burden of proving that there were incorrect charges on her PECO bill. 66 Pa.C.S. § 332(a).

7. Prior to terminating service, a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. 52 Pa. Code § 56.91(a).

8. A public utility may not interrupt, discontinue or terminate service without attempting to contact the customer or responsible adult occupant, either in person, by telephone or electronically with the customer’s consent, to provide notice of the proposed termination at least 3 days prior to the scheduled termination using one of the methods in this section. 52 Pa. Code § 56.93.

9. The Complainant did not establish that PECO violated the Commission’s regulations when it terminated her service. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Eva James against the PECO Energy Company at *Eva James vs. PECO Energy Company* at Docket No. C-2025-3053196 is dismissed; and
2. That Docket No. C-2025-3053196 be marked closed.

Date: August 15, 2025

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/s/  
Marta Guhl  
Administrative Law Judge