

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

Public Meeting held August 28, 2025

Commissioners Present:

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

Jeremy Hargrove

P-2025-3056405
C-2025-3056404

v.

FirstEnergy Pennsylvania Electric Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is Administrative Law Judge (ALJ) Katrina L. Dunderdale's Order addressing a request for interim emergency relief and certifying a material question issued on August 5, 2025, in the above captioned proceeding (*August 2025 Order*). As authorized by the Commission's Regulations, 52 Pa. Code §§ 3.10 and 5.305, each party could file a Brief in Support of its Position on the Material Question by August 12, 2025. As of the date of this Opinion and Order, neither Jeremy Hargrove (Mr. Hargrove or Petitioner) nor FirstEnergy Electric Company, Penn Power

Rate District (FirstEnergy, Penn Power, Respondent, or the Company) has submitted a Brief to address the merits of the *August 2025 Order*.

The Material Question before the Commission is the following:

Whether the denial of the request for interim emergency relief was correct and proper.

See August 2025 Order at 9. For the reasons stated herein, we conclude that the Petitioner failed to demonstrate, by a preponderance of the evidence, that he is entitled to interim emergency relief pursuant to 52 Pa. Code § 3.6, *et al.* Accordingly, we shall answer the Material Question in the affirmative and return the matter to the Office of Administrative Law Judge (OALJ) for disposition of the accompanying Formal Complaint (Complaint) at Docket No. C-2025-3056404, consistent with this Opinion and Order.

I. History of the Proceeding

On July 21, 2025, Mr. Hargrove filed a Formal Complaint (Complaint) against FirstEnergy at Docket No. C-2025-3056404. Within the body of his Complaint, Mr. Hargrove also requested relief in the form of an “Emergency Interim Order” (Petition). Complaint at 9. Also on July 21, 2025, the Commission separately docketed Mr. Hargrove’s Petition¹ at Docket No. P-2025-3056405. Mr. Hargrove’s Petition, made “[p]ursuant to 52 Pa. Code § 3.3[§ 3.6]” requested that the Commission “issue an Emergency Interim Order requiring Penn Power [FirstEnergy] to immediately restore electric service to my [his] residence and cease any further disconnection activity.” Petition at 9.

¹ Although the Petition is set forth within the Complaint document and not separated, this Opinion and Order will refer to Mr. Hargrove’s request for an Emergency Interim Order and the facts alleged in support of his request as “the Petition.”

In his Complaint, Mr. Hargrove alleged, *inter alia*, that upon acquiring the property located at the service address, he contacted Penn Power to establish electric service in his name to no avail. Mr. Hargrove claimed that he contacted Penn Power multiple times to establish service and experienced poor customer service, including call wait times of up to 2.1 hours, and unsuccessful results from the callback feature. Complaint at 4. In a final allegation, Mr. Hargrove asserted that within 45 minutes of filing an Informal Complaint with the Commission, a Penn Power technician arrived at his home and did the following: (1) threatened to remove the electric meter; (2) physically cut the lines feeding the home; and (3) said “[g]uess you shouldn’t have called the PUC then” when Mr. Hargrove inquired about the issue. Complaint at 9.

For relief, Mr. Hargrove requested the following: (1) immediate restoration of electric service to the service address; (2) an Emergency Interim Order from the Commission prohibiting any further termination, tampering, or equipment removal by Penn Power until resolution of the Complaint; (3) an Order requiring Penn Power to immediately establish an account with the proper name and billing information; (4) an investigation into Penn Power’s failure to transfer the account, failure to provide notice of termination, failure to offer reasonable customer access, and retaliatory conduct; (5) a finding that Penn Power has violated 66 Pa.C.S. § 1501 and applicable Commission regulations; (6) assessment of any appropriate fines or enforcement actions by the Commission; and (7) a written apology and corrective action by Penn Power. Complaint at 9.

On July 22, 2025, a Telephonic Emergency Hearing Notice was issued scheduling an initial telephonic emergency hearing for July 29, 2025 at 9:00 a.m.

On July 23, 2025, ALJ Dunderdale issued a Prehearing Order (*Prehearing Order*) which identified the procedures and requirements for the telephonic emergency hearing. In the *Prehearing Order*, ALJ Dunderdale, *inter alia*, required that:

(1) any requests for a change of hearing date be submitted to her in writing at a designated email address; (2) parties review the Commission’s Rules of Administrative Practice and Procedure regarding emergency relief; (3) parties provide her with a listing of proposed witnesses, the subject matter of each witness’s testimony, and the proposed length of direct testimony for each witness by 12:00 p.m. on July 28, 2025; and (4) parties intending to present any documents or exhibits for consideration at the hearing must provide her and all parties on the service list with the documents or exhibits by email by 12:00 p.m. on July 28, 2025. *Prehearing Order* at 1-2. Finally, the ALJ cautioned “[t]hat if a party fails to participate in the hearing, the hearing will proceed without that party and a decision may be entered against that party.” *Id.* at 3.

On July 28, 2025, FirstEnergy filed a Prehearing Memorandum and certified service thereof upon Mr. Hargrove (Prehearing Memorandum).² FirstEnergy’s Prehearing Memorandum asserted, *inter alia*, that Mr. Hargrove’s Petition was moot because service was restored on July 21, 2025 at 7:13 p.m. Prehearing Memorandum at 1; *August 2025 Order* at 2. Mr. Hargrove did not submit a Prehearing Memorandum and he also failed to provide any of the required materials identified in ALJ Dunderdale’s *Prehearing Order*. See *August 2025 Order* at 2-3.

² We note that in the *August 2025 Order*, ALJ Dunderdale indicated that FirstEnergy’s Prehearing Memorandum was part of the evidentiary record; however, while FirstEnergy’s proposed exhibits numbered 1 through 4 were attached to the Prehearing Memorandum, no exhibits were admitted into the record and therefore they will not be considered here. See *August 2025 Order*.

On July 29, 2025, the emergency evidentiary hearing was convened, as scheduled. Mr. Hargrove did not participate.³ FirstEnergy was represented by Margaret A. Morris, Esquire. FirstEnergy was also prepared to present the testimony of two witnesses: Laurie Parker and Deborah Adie, a call center supervisor. Tr. at 4-7. However, as Mr. Hargrove was not present and he did not connect to the telephonic hearing, FirstEnergy did not present any witness testimony or offer any exhibits into the record. *August 2025 Order* at 3. Afterward, the ALJ determined that the emergency hearing record consisted of the hearing transcript and FirstEnergy’s Prehearing Memo. *Id.*

On August 5, 2025, ALJ Dunderdale issued the *August 2025 Order* denying Mr. Hargrove’s request for interim emergency relief and certifying the material question to the Commission requiring interlocutory review pursuant to 52 Pa. Code § 5.305. *August 2025 Order* at 8.

Neither Party submitted a Brief to address the merits of the *August 2025 Order*.

³ In his Complaint, Mr. Hargrove elected to receive service of documents by electronic mail (email), and he provided his email address. Complaint at 1, 6. During the emergency hearing, the ALJ acknowledged that there had initially been confusion about Mr. Hargrove’s correct email address. Tr. at 5. After identifying the issue, the ALJ indicated that the problem appeared to have been corrected and that the documents that the Commission served upon Mr. Hargrove by email had not “bounced back” as undeliverable. Additionally, the ALJ noted that Mr. Hargrove had also registered for e-service, and she explained that the email address he registered for his e-service account matched the email address that the Commission and FirstEnergy used for the successful service of documents. *Id.* at 5-6; *August 2025 Order* at 4, FOF No. 10.

II. Discussion

We note that any issue we do not specifically delineate shall be deemed to have been duly considered and denied without further discussion. It is well settled that we are 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, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

A. Legal Standards Governing Emergency Relief

The purpose of an interim emergency order is to grant or deny injunctive relief during the pendency of a proceeding. 52 Pa. Code § 3.1. “Emergency” is defined in the Commission’s Regulations as “[a] situation which presents a clear and present danger to life or property or which is uncontested and requires action prior to the next scheduled public meeting.” 52 Pa. Code § 3.1. *Petition of Direct Energy Services, LLC for Emergency Order Approving a Retail Aggregation Bidding Program for Customers of Pike County Light & Power Company*, Docket No. P-00062205 (Final Opinion and Order entered April 20, 2006) (large rate increases did not constitute a clear and present danger to life or property); *Petition of National Fuel Gas Distribution Corp. for Emergency Order Granting a Temporary Waiver of Certain Tariff Rules Related to Transportation Service*, Docket Nos. P-961022 and P-961021 (Order entered March 19, 1996) (threat of depletion of gas stores in unusually cold conditions constituted a clear and present danger to life or property).

We note that Commission determinations under Section 3.6 of our Regulations focus on the four (4) elements required for interim emergency relief and do not typically address or require the presence of a clear or present danger.

See West Goshen Township v. Sunoco Pipeline, L.P., Docket No. C-2017-2589346

(Opinion and Order entered October 26, 2017) (*Sunoco Pipeline*) at 22, n.10; *Application of Fink Gas Company*, Docket No. A-2015-2466653 (Opinion and Order entered August 20, 2015) (*Fink Gas*). Unlike Section 3.2 of our Regulations, Section 3.6 does not require a petitioner to establish the existence of an emergency. *Glade Park East Home Owners Association v. Pa. PUC*, 628 A.2d 468, 473 (Pa. Cmwlth. 1993) (*Glade Park*); *Birdsboro Kosher Farms Corp. v. Pennsylvania-American Water Co.*, P-2021-3026165 (Opinion and Order entered July 7, 2021) (*Birdsboro*) at 7.

The standards that govern the issuance of interim emergency orders are set forth at 52 Pa. Code § 3.6. Section 3.6 requires that a petition for interim emergency relief be supported by a verified statement of facts that establishes the existence of the need for emergency relief, including facts to support the following:

1. The petitioner’s right to relief is clear.
2. The need for relief is immediate.
3. The injury would be irreparable if relief is not granted.
4. The relief requested is not injurious to the public interest.

52 Pa. Code § 3.6(b). The Commission may grant interim emergency relief only when all of the foregoing elements exist. *Glade Park*, 628 A.2d at 473.

As to the first element, the Commission has determined that it is not necessary to determine the merits of a controversy in order to find that a petitioner’s right to relief is clear; rather, the basis for determining whether this standard has been met is whether a petitioner has raised “substantial legal questions.” *Core Communications, Inc. v. Verizon Pennsylvania, Inc. and Verizon North LLC*, Docket No. P-2011-2253650 (Order entered September 23, 2011) (*Core*); *Level 3 Communications, LLC v. Marianna & Scenery Hill Telephone Company*, Docket No. C-20028114 (Order entered

August 8, 2002) (*Level 3*); *T.W. Phillips Gas and Oil Company v. The Peoples Natural Gas Company*, 492 A.2d 776 (Pa. Cmwlth. 1985) (*T.W. Phillips*),⁴ *Birdsboro* at 8.

For example, in *Core*, the Commission held that the ALJ's conclusion that this prong requires a finding that a petitioner will prevail on the underlying complaint is an "unreasonably strict" interpretation of Section 3.6(b). The Commission stated:

The basis for determining whether a petitioner has met this standard [a clear right to emergency relief] is whether the petitioner has raised "substantial legal questions." *T.W. Phillips, supra*. The inquiry into whether this standard has been met does not require a determination of the merits of the underlying controversy.

As stated above, the ALJ based her conclusion on a finding that it is "wholly uncertain" whether *Core* will prevail in the underlying Complaint. In our view, this interpretation of the "right to relief" standard is unreasonably strict. The outcome of litigation by its nature is nearly always uncertain.

Requiring a petitioner seeking emergency relief to demonstrate, with certainty, that litigation will be resolved in its favor would be an impossible burden to meet.

Birdsboro at 9 (citing *Core* at 12 (record citation omitted)).

The party seeking relief bears the burden of proving that the facts and circumstances meet all four of the requirements of 52 Pa. Code § 3.6(b). 66 Pa.C.S. § 332(a). The burden of proof must be carried by a preponderance of the evidence.

⁴ In reviewing the issuance of an injunction, the Commonwealth Court held that the moving party was not required to demonstrate its absolute right to relief on the underlying claim where the other elements for injunctive relief were satisfied. The Court held that ". . . if the other elements of a preliminary injunction are present, and the underlying claim raises important legal questions, the plaintiff's right to relief is clear." *T.W. Phillips* at 781 (emphasis added).

Samuel J. Lansberry, Inc. v. Pa. PUC, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). That is, the Petitioner's evidence must be 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. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. PUC*, 623 A.2d 6 (Pa. Cmwlth. 1993). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

An order granting or denying interim emergency relief is immediately effective upon issuance by the presiding officer. A presiding officer is required to certify the grant or denial of relief to the Commission as a Material Question. 52 Pa. Code § 3.10(b). No stay of the presiding judge's order granting or denying interim emergency relief is permitted while the matter is being reviewed by the Commission. 52 Pa. Code § 3.10(a).

Section 5.305 of the Commission's Regulations sets forth the procedure to be followed when an ALJ certifies a material question to the Commission for

interlocutory review. Within thirty days⁵ of receipt of the certified question, the Commission is required to do one of the following:

- (1) Continue, revoke or grant a stay of proceedings.
- (2) Determine that the certification was improper and return the matter to the presiding officer for resolution.
- (3) Answer the certified question.

52 Pa. Code § 5.305(e).

B. Background

1. Mr. Hargrove's Complaint Proceeding at Docket No. C-2025-3056404

The present Complaint was initiated by Mr. Hargrove and is primarily grounded in his allegations that: (1) Penn Power refused to establish electric service in his name at his service address; and (2) that Penn Power provided him with unreasonable customer service. Specifically, Mr. Hargrove claimed that despite assurances from a Penn Power representative that the account for the service address would be transferred from the prior tenant's name into his name, Penn Power failed to initiate the change and instead terminated service to his property. Mr. Hargrove asserted that in an attempt to resolve the issue, he contacted Penn Power multiple times and experienced call wait times of up to 2.1 hours, and that his use of the callback feature unsuccessfully resulted in his call being placed back in the queue. Mr. Hargrove also averred that he remained without power due to Penn Power's administrative failure. Complaint at 4. In a final allegation, Mr. Hargrove asserted that within forty-five (45) minutes of filing an Informal Complaint with the Commission, a Penn Power technician arrived at his home and did

⁵ 52 Pa. Code § 5.305(f) provides that, if the Commission fails to act upon a certified question within thirty days of its receipt, the Commission's inaction will be deemed an affirmation of the decision of the presiding officer.

the following: (1) threatened to remove the electric meter; (2) physically cut the lines feeding the home; and (3) said “[g]uess you shouldn’t have called the PUC then” when Mr. Hargrove asked what the issue was. Complaint at 9.

In conclusion, Mr. Hargrove contended that Penn Power’s lack of customer access and its refusal to correct an acknowledged internal error directly resulted in disconnection of life-essential service “in violation of 66 Pa.C.S. § 1501 and 52 Pa. Code §§ 56.91, 56.30.” Complaint at 4. As relief, Mr. Hargrove requested the following: (1) immediate restoration of electric service to the service address; (2) an Emergency Interim Order from the Commission prohibiting any further termination, tampering, or equipment removal by Penn Power until resolution of the Complaint; (3) an Order requiring Penn Power to immediately establish an account with the proper name and billing information; (4) an investigation into Penn Power’s failure to transfer the account, failure to provide notice of termination, failure to offer reasonable customer access, and retaliatory conduct; (5) a finding that Penn Power has violated 66 Pa.C.S. § 1501 and applicable Commission regulations; (6) assessment of any appropriate fines or enforcement actions by the Commission; and (7) a written apology and corrective action by Penn Power. Complaint at 9.

The substance of the Complaint proceeding is pending at this time. The sole matter before us at this time is resolution of the Material Question as to whether the denial of the Petitioner’s request for interim emergency relief was correct and proper.

2. Mr. Hargrove’s Petition for Interim Emergency Relief

In his Petition, Mr. Hargrove requested that the Commission “issue an Emergency Interim Order requiring Penn Power [FirstEnergy] to immediately restore electric service to my [his] residence and cease any further disconnection activity.” Petition at 9. In support of his Petition, Mr. Hargrove averred that his request for

emergency relief was based upon the following: (1) I am [he is] suffering immediate and irreparable harm due to loss of electricity at my residence; (2) [t]he utility failed to provide legally required notice of termination; (3) [t]he utility's failure to update the account, despite acknowledging the issue, caused the disconnection; (4) I have [he has] exhausted all reasonable efforts to resolve the matter through Penn Power, and they remain inaccessible; (5) [t]he retaliatory visit and threats following my PUC complaint constitute intimidation and chilling of lawful consumer rights; (6) [t]here is no adequate remedy at law short of immediate reconnection. *Id.*

C. Answer to the Material Question

The issue the Commission must resolve in this emergency proceeding is whether ALJ Dunderdale correctly determined that the matters set forth in Mr. Hargrove's Petition did not justify the Commission issuing an interim emergency order directing FirstEnergy to immediately restore electric service to Mr. Hargrove's service address and to cease any further disconnection activity.

For the reasons set forth below, we conclude that Mr. Hargrove's Petition failed to meet the required elements for emergency relief.

1. Emergency Relief

a. Interim Emergency Relief

(1) Whether the Petitioner's Right to Relief is Clear

The first requirement for interim emergency relief is that the petitioner demonstrates that its right to relief is clear. 52 Pa. Code § 3.6(b)(1). As noted above, the Commission has interpreted this provision as requiring only a determination that a

petition raises a substantial legal question, rather than a determination of the merits of a controversy, in order to find that a petitioner's right to relief is clear. *Birdsboro* at 11 (citing *Core* at 8, 12; *Level 3* at 8).

(a) ALJ's Recommendation

The ALJ found that Mr. Hargrove failed to meet his burden of proving that his right to relief is clear. *August 2025 Order* at 7. ALJ Dunderdale indicated that her determination was based upon Mr. Hargrove's failure to appear at the emergency hearing and his failure to present evidence. *Id.*

(b) Positions of the Parties

Although Mr. Hargrove did not attend the emergency hearing or submit a Brief in Support of the Petition, he asserted a right to relief in this Petition as follows: (1) I am [he is] suffering immediate and irreparable harm due to loss of electricity at my residence; (2) [t]he utility failed to provide legally required notice of termination; (3) [t]he utility's failure to update the account, despite acknowledging the issue, caused the disconnection; (4) I have [he has] exhausted all reasonable efforts to resolve the matter through Penn Power, and they remain inaccessible; (5) [t]he retaliatory visit and threats following my PUC complaint constitute intimidation and chilling of lawful consumer rights; and (6) [t]here is no adequate remedy at law short of immediate reconnection. *Id.*

Although FirstEnergy did not submit a Brief, the Company proffered its arguments against Mr. Hargrove having a clear right to relief in its Prehearing Memorandum and at the emergency hearing. FirstEnergy argued that Mr. Hargrove lacked standing to bring an action because he was not the Customer at the service

address. Prehearing Memo at 1-2; Tr. at 7-8. According to FirstEnergy, the Customer at the service address is 323 East Wallace Ave, LLC. *Id.*

(2) Whether the Need for Relief is Immediate

The second requirement to receive interim emergency relief requires the Petitioner to demonstrate that the need for relief is immediate. 52 Pa. Code § 3.6(b)(2).

(a) ALJ's Recommendation

The ALJ found that Mr. Hargrove failed to meet the burden of proving that his need for relief is immediate. *August 2025 Order* at 7. ALJ Dunderdale indicated that her determination was based upon Mr. Hargrove's failure to appear at the emergency hearing and his failure to present evidence. *Id.*

(b) Positions of the Parties

In his Petition, Mr. Hargrove contended that his need for relief is immediate due to the loss of service at his residence. Petition at 9.

FirstEnergy asserted that service was restored at the service address on July 21, 2025, rendering the Petition moot. Prehearing Memorandum at 1; Tr. at 7.

(3) Whether the Injury Would be Irreparable if Relief is Not Granted

The third requirement to receive interim emergency relief requires the Petitioner to show that the injury would be irreparable if relief is not granted. 52 Pa. Code § 3.6(b)(3).

(a) ALJ's Recommendation

The ALJ found that Mr. Hargrove failed to meet his burden of proving that his injury would be irreparable if relief was not granted. *August 2025 Order* at 7. ALJ Dunderdale indicated that her determination was based upon Mr. Hargrove's failure to appear at the emergency hearing and his failure to present evidence. *Id.*

(b) Positions of the Parties

In his Petition, Mr. Hargrove averred that he would be irreparably harmed due to the loss of service at his residence. Petition at 9.

FirstEnergy asserted that service was restored at the service address on July 21, 2025, rendering the Petition moot. Prehearing Memorandum at 1; Tr. at 7.

(4) Whether the Relief Requested is not Injurious to the Public Interest

The final requirement to receive interim emergency relief requires the Petitioner to demonstrate that the relief requested is not injurious to the public interest. 52 Pa. Code § 3.6(b)(4).

(a) ALJ's Recommendation

The ALJ found that Mr. Hargrove failed to meet his burden of proving that his requested relief would not be injurious to the public interest. *August 2025 Order* at 7. ALJ Dunderdale indicated that her determination was based upon Mr. Hargrove's failure to appear at the emergency hearing and his failure to present evidence. *Id.*

(b) Positions of the Parties

Neither Mr. Hargrove nor FirstEnergy addressed the issue of whether the requested relief would be injurious to the public interest.

2. Disposition

As noted, *supra*, the Commission may grant interim emergency relief only when all four of the requirements set forth at 52 Pa. Code § 3.6(b) are met. *Glade Park* at 473.

We agree with ALJ Dunderdale that Mr. Hargrove failed to meet his burden of proof with respect to all four elements. Specifically, we conclude that Mr. Hargrove failed to proffer *any support* to substantiate an emergent need for FirstEnergy to restore service to his residence and to cease any further disconnection activity. Our conclusion is predicated upon the fact that Mr. Hargrove, by not appearing at the emergency hearing, failed to provide evidence to support the allegations raised in his Petition.

Our review of the record also demonstrates that after filing his Petition, Mr. Hargrove failed to participate in this proceeding⁶ and that he made no request for additional time to provide evidence in support of the Petition. Specifically, we note that although the Commission served⁷ Mr. Hargrove with the Telephonic Emergency Hearing Notice and the Prehearing Order, Mr. Hargrove failed to provide the information required in the Prehearing Order, and he failed to attend the Emergency Hearing. Moreover, the ALJ indicated that Mr. Hargrove had not contacted the Commission to explain why his failure to appear at the emergency hearing was unavoidable. *August 2025 Order* at 5, FOF No. 13. Finally, although the Commission served Mr. Hargrove with the *August 2025 Order* denying his Petition, Mr. Hargrove failed to timely submit a brief contesting the merits of the *August 2025 Order*. Accordingly, Mr. Hargrove has not established any of the four requisite elements to meet his burden of proof.

For the foregoing reasons, we find that Mr. Hargrove has not carried his burden of demonstrating his right to interim emergency relief.

III. Conclusion

The ALJ concluded that Mr. Hargrove's Petition for Interim Emergency Relief did not demonstrate, by a preponderance of the evidence, that he is entitled to

⁶ While we acknowledge FirstEnergy's representation that the Company restored service to the service address on July 21, 2025, and that Mr. Hargrove informed FirstEnergy's counsel that he would withdraw his Complaint, we also recognize that Mr. Hargrove has not confirmed FirstEnergy's representations. *See* Prehearing Memorandum at 1; *see* Tr. at 6-7. Accordingly, we will decline to consider FirstEnergy's representations in resolving the Petition.

⁷ Our review of the Commission's internal records indicates that the email address that Mr. Hargrove registered for his electronic service (eService) account matches the email address that the Commission has used for serving the Telephonic Emergency Hearing Notice, the Prehearing Order, and the *August 2025 Order* on Mr. Hargrove.

interim emergency relief, pursuant to 52 Pa. Code § 3.6(b). Accordingly, the ALJ denied the request for interim emergency relief. *August 2025 Order* at 7-8. The question of the correctness of that ruling was then certified to the Commission as a material question.

For the above-outlined reasons, we agree with the ALJ's conclusion. Accordingly, the certified question should be answered as follows:

Yes. The ALJ correctly and properly denied the Petitioner's request for interim emergency relief.

Based upon the foregoing discussion, we conclude that the question certified by ALJ Dunderdale is properly before the Commission. Further, we will: (1) answer the material question in the affirmative; (2) deny Jeremy Hargrove's Petition for Interim Emergency Relief; and (3) refer this matter back to the OALJ for further proceedings on the merits of the Complaint, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the following question certified to the Commission by Administrative Law Judge Katrina L. Dunderdale, on August 5, 2025, is properly before the Commission:

Whether the denial of the request for interim emergency relief was correct and proper.

2. That the Material Question certified to the Commission on August 5, 2025, by Administrative Law Judge Katrina L. Dunderdale is answered in the affirmative.

3. That the Petition for Interim Emergency Relief, filed by Jeremy Hargrove, is denied, consistent with this Opinion and Order.

4. That this matter is referred back to the Office of Administrative Law Judge for further proceedings, consistent with this Opinion and Order.

BY THE COMMISSION,

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

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: August 28, 2025

ORDER ENTERED: August 28, 2025