

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

Public Meeting held September 11, 2025

Commissioners Present:

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

Shasta-Patrice Brown

C-2024-3050759

v.

PECO Energy Company

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Shasta-Patrice Brown (Ms. Brown or Complainant) on April 3, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) F. Joseph Brady, issued on March 31, 2025, in the above-captioned matter. On April 23, 2025, PECO Energy Company (PECO or the Company) filed Reply Exceptions in this matter.

For the reasons discussed below, because the Complainant has failed to state a claim in her Formal Complaint (Complaint) upon which relief can be granted, we shall deny the Complainant's Exceptions and adopt the Initial Decision, consistent with the discussion in this Opinion and Order.

### **I. History of Proceeding**

On July 30, 2024, Ms. Brown filed the instant Complaint against PECO. On the Complaint form, the Complainant checked the box for "Other" and alleged the following:

There are errors and omissions contained in the application for service pertaining to the address and the endorsement. We were approached harshly and signed in blank. We have a disability and need the provisions under the ADA as our disabilities pertain to the inability to practice law and we have the inability to pay according to public law 73-10 and HJR 192.

Complaint at ¶ 4. As for relief, the Complainant stated as follows:

The resolution we require is that the address be updated to the assignee of PGW. Our designation needs to be updated as Creditors not consumers. We would like access to the custodial account and would like to surrender the application for full performance and have all dividends loaded onto an access device with visa features. We have not abandoned our interest in the contract and wish to receive a return on our interest as we know the application had a declared value. The signature gave the value, yet the value was not returned. We request a set off, settlement, and closure of the account. We operate under the maxims of equity created equally by Elohim God.

Complaint at ¶ 5.

On September 3, 2024, PECO filed an Answer denying all material allegations of fact and conclusions of law in the Complaint. In its Answer, PECO averred that it has billed the Complainant based on actual monthly usage and that “[t]he Complainant’s outstanding balance [with PECO] is \$2,22.32 [sic],<sup>1</sup> which is an accumulation of unpaid monthly bills.” Answer at 2. Moreover, PECO averred that the Company only accepts cash, certified checks, money orders, and valid bank checks in payment of utility accounts, and that the Company will not apply as credit to any customer account non-negotiable documents, sight drafts, 1040 Forms, Acceptance for Value, UCC Certified Tender of Payments, Promissory Notes or other UCC documents. *Id.*

Also on September 3, 2024, PECO filed a Preliminary Objection (PO) in which it argued that to the extent Ms. Brown’s Complaint seeks the Commission to adjudicate over the applicability of the Americans with Disabilities Act of 1990 (ADA), that is outside the Commission’s jurisdiction. In addition, PECO argued that to the extent Ms. Brown seeks the Commission to assign a PECO account to the Philadelphia Gas Works (PGW), that is outside the Commission’s capacity and jurisdiction. PO at 2-3. Therefore, the Company sought dismissal of the Complaint on the ground it fails to set forth any violation by PECO of either the Public Utility Code (Code), the regulations of the Commission, or PECO’s Electric Service Tariff, as required by 52 Pa. Code § 5.22(a)(4). *Id.* at 4.

On September 7, 2024, Ms. Brown filed an Answer to PECO’s Preliminary Objection. In the Complainant’s Answer, she argued the following: (1) that PECO engaged in material misrepresentation regarding the assignment of credits in violation of 73 P.S. § 201-1 and in theft by deception in violation of 18 Pa.C.S.A. § 3922; (2) that

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<sup>1</sup> This appears to be a typographical error. We note that in the Initial Decision, the ALJ referenced the Complainant’s outstanding balance as \$2,022.32 as of the date of PECO’s Answer. I.D. at 2.

PECO engaged in malfeasance; (3) that PECO's contracts contain misleading information in violation of 33 Pa.C.S.A § 203; (4) that PECO committed fraud in factum because it deceived the Complainant into believing credits were properly assigned when they were not; (5) that PECO's actions resulted in unjust enrichment; and, (6) that PECO's actions violated federal law governing deprivations of rights under 18 U.S.C. §§ 241, 242 and 42 U.S.C. § 1983. Answer to PO at 1-3.

By Corrected Motion Judge Assignment Notice dated September 19, 2024, PECO's Preliminary Objection was assigned to ALJ Eranda Vero for disposition.

On October 15, 2024, ALJ Vero issued an Interim Order granting, in part, and denying, in part, the Preliminary Objection filed by PECO. Interim Order at 6. Specifically, the portions of the Complaint raising claims under 73 P.S. § 201-1; 18 Pa.C.S. § 3922; 33 Pa.C.S. § 203; 18 U.S.C. §§ 241, 242; and 42 U.S.C. § 1983, the ADA, and any issues associated with assigning a PECO account to PGW, were dismissed for lack of jurisdiction. *Id.* at 5. As for any remaining issues and claims, ALJ Vero determined that it would be inappropriate to dismiss Ms. Brown's Complaint in its entirety without giving her a chance to orally describe her remaining issues due to the Commission's decision in *Carlock v. The United Telephone Company of Pennsylvania*, Docket No. F-00163617 (Opinion and Order entered July 14, 1993) (*Carlock*). Therefore, the matter was ordered to be set for a hearing to address any remaining issues. *Id.* at 6.

By Hearing Notice dated October 15, 2024, an Initial Call-In Telephonic Hearing was scheduled for December 11, 2024, and the matter was re-assigned to ALJ Brady.

On November 15, 2024, the Complainant filed a document self-styled, "Motion for Judicial Notice Pertaining to Interim Order."

A Prehearing Order was issued on November 19, 2024, advising the Parties of the date and time of the scheduled hearing, and informing them of the procedures applicable to the proceeding. Specifically, the Prehearing Order directed the Parties to comply with various procedural requirements and explained that the Complainant bears the burden of proof to establish that PECO violated its tariff, the Code, or a Commission Regulation or order. Prehearing Order at 5.

The hearing convened as scheduled on December 11, 2024. The Complainant appeared *pro se* and testified on her own behalf. PECO was represented by Khadijah Scott, Esquire. At the hearing, PECO moved to dismiss the Complaint (Motion to Dismiss) for the Complainant's failure to state a claim upon which the Commission could grant relief. ALJ Brady thereby took the motion under advisement. I.D. at 3-4.

The record closed on December 31, 2024, upon the filing of the transcript with the Commission. I.D. at 4.

On March 31, 2025, the Commission issued the Initial Decision of ALJ Brady, wherein the ALJ determined that the Complainant failed to set forth an offense that was a violation of the Code, a Commission Regulation or order, or a violation of a Commission-approved tariff, upon which relief could be granted. Therefore, the ALJ granted PECO's Motion to Dismiss. I.D. at 6.

On April 3, 2025, the Complainant filed Exceptions to the Initial Decision.<sup>2</sup>

On April 18, 2025, Ms. Brown filed a document entitled, “Writ of Quo Warranto,” challenging the authority of the ALJ and notifying all attorneys of record that they lack jurisdiction over her claims against PECO due to her “Divine Law protection.”<sup>3</sup>

On April 23, 2025, PECO filed Replies to Exceptions.

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<sup>2</sup> We acknowledge that the format of the Complainant’s Exceptions does not strictly comply with Section 5.533(b) of our Regulations, 52 Pa. Code § 5.533(b), which requires that exceptions be numbered, identify the finding of fact and conclusions of law to which exception is taken, and cite to the relevant pages of the Initial Decision. Nevertheless, particularly because 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, 52 Pa. Code § 1.2(a), in order to secure a just, speedy, and inexpensive determination.

<sup>3</sup> Pursuant to the Commission’s regulations governing post-order filings, governed under Subchapters H and I, a party may file exceptions, replies to exceptions, and/or seek post-order relief to reopen, seek reconsiderations, and rehearing. *See* 52 Pa. Code §§5.531-539 and 5.571-572. In the present case, the Complainant’s post-order filing does not comport with the Commission’s Regulations governing permissible post-order filings, and therefore, will be disregarded as irrelevant to this proceeding. As the Complainant’s filing is irrelevant to our disposition of this matter, we will decline to consider it in our disposition. *See* 52 Pa. Code § 1.4(e), *Stephen and Pamela Goforth v. Pennsylvania Electric Company*, Docket No. F-2019-3013482 (Opinion and Order entered December 3, 2020) (citing 52 Pa. Code § 1.4(e) discussing the Commission’s treatment of irrelevant material in submittals to the Commission and 52 Pa. Code § 5.431 discussing the introduction of matters that should have been pursued during the hearing, prior to the record being closed).

On April 24, 2025, Ms. Brown filed a document entitled, “Reply to PECO’s Reply Exceptions.” This document is identified as “Letter – Writ of Quo Warranto” in the Commission’s case management system.<sup>4</sup>

On May 14, 2025, Ms. Brown filed another document self-styled, “Motion for Issuance of Subpoena Duces Tecum,” requesting the production of a large number of documents from PECO (request for the issuance of subpoenas or request). That same day, Ms. Brown filed two (2) supplements to her request. On May 15, 2025, Ms. Brown filed a third supplement to her request. No Answer or response to the Complainant’s request was filed.<sup>5</sup>

On June 1, 2025, Ms. Brown filed a letter addressed to the Commission and entitled, “Supplemental Filing – PECO Credit Reporting Violation,” wherein she attached an “Affidavit of Notice and Demand for Credit Correction” and alleges an additional violation against PECO.<sup>6</sup>

On July 11, 2025, the Complainant filed a document self-styled, “Notice of Default Judgment, Affidavit of Administrative Exhaustion & Estoppel, Fee Schedule,” purporting that PECO and the Commission “are now in uncontested default.”<sup>7</sup>

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<sup>4</sup> While our Regulations at 52 Pa. Code §§ 5.533 and 5.535 set forth the procedure to file Exceptions and Reply Exceptions, such Regulations do not contemplate or permit the filing of a reply or response to Reply Exceptions, in order to establish a sense of finality to a proceeding. As a result, the document filed in response to PECO’s Reply Exceptions are in violation of the Commission’s Rules of Practice and, therefore, are immaterial to our disposition, and will not be considered. *See* 52 Pa. Code § 1.4(e).

<sup>5</sup> As this filing is improper, we will not consider it as part of our disposition of this matter. *See* note 3, *supra*.

<sup>6</sup> As this filing is improper, we will not consider it as part of our disposition of this matter. *See* note 3, *supra*.

<sup>7</sup> As this filing is improper, we will not consider it as part of our disposition of this matter. *See* note 3, *supra*.

On August 4, 2025, Ms. Brown filed a document self-styled, “Affidavit of Living Status & Correction of the Record.” The following day, on August 5, 2025, the Complainant filed another document entitled, “Motion to Compel Disclosure of Public Deposit, SBLC, Performance Bond, and Associated Ledger Value” requesting that the Commission “disclose all public, commercial, and financial instruments generated, held, or monetized in relation to the [instant proceeding].”<sup>8</sup>

Most recently, on August 22, 2025, the Complainant filed a document self-styled, “Motion to Compel Arbitration Under Common Law,” wherein she states that she has “exhausted administrative remedies and elects arbitration under common law.” That same day, Ms. Brown filed a supplement to such document.<sup>9</sup>

## **II. Discussion**

### **A. Legal Standards**

#### **1. Preliminary Objections**

This case is before us on preliminary objections. Section 5.101 of the Commission’s Regulations, 52 Pa. Code § 5.101, sets forth the grounds for granting preliminary objections. That section provides as follows:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.

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<sup>8</sup> As these filings are improper, we will not consider them as part of our disposition of this matter. *See* note 3, *supra*.

<sup>9</sup> As this filing is improper, we will not consider it as part of our disposition of this matter. *See* note 3, *supra*.

- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a).

Commission preliminary objection practice is comparable to Pennsylvania civil practice regarding preliminary objections. *Equitable Small Transportation Intervenor v. Equitable Gas Co.*, Docket No. C-00935435 (Opinion and Order entered July 18, 1994) (*Equitable*); *Montague v. Phila. Elec. Co.*, 66 Pa. P.U.C. 24 (1988). Preliminary objections seeking dismissal of a pleading for legal sufficiency will be granted only in cases where dismissal is clearly warranted by the record and free and clear of doubt. *Interstate Traveller Servs., Inc. v. Pa. Dep't of Env't Res.*, 406 A.2d 1020 (Pa. 1979) (*Interstate*); *Rivera v. Phila. Theological Seminary of St. Charles Borromeo, Inc.*, 595 A.2d 172 (Pa. Super. 1991). Any doubt must be resolved in favor of the non-moving party by refusing to sustain the preliminary objection. *Id.*; *Boyd v. Ward*, 802 A.2d 705 (Pa. Cmwlth. 2002).

For the purpose of disposing of preliminary objections, the Commission may not rely upon the factual assertions of the moving party but must accept as true all well-pleaded, material facts of the non-moving party, as well as every reasonable inference from those facts. *Cnty. of Allegheny v. Commonwealth*, 490 A.2d 402 (Pa. 1985); *Commonwealth of Pa. v. Bell Tel. Co. of Pa.*, 551 A.2d 602 (Pa. Cmwlth. 1988). In ruling on a preliminary objection, the Commission must assume the factual allegations included in the Complaint are true and resolve any doubt in favor of the non-moving party by rejecting the preliminary objections. The Commission must view the Complaint in this case in the light most favorable to the Complainant and should

dismiss the Complaint only if it appears that the Complainant would not be entitled to relief under any circumstances as a matter of law. *Equitable*; *see also Interstate*.

## **2. Burden of Proof**

Pursuant to Section 332(a) of the 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. *Se-Ling 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. *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).

## **B. Initial Decision**

In the Initial Decision, ALJ Brady made four (4) Findings of Fact and reached three (3) Conclusions of Law. I.D. at 4, 6. 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.

In his Initial Decision, the ALJ stated that the *Interim Order* issued in this proceeding contained a comprehensive analysis and determination regarding the various allegations and arguments made by the Complainant in her Complaint. The ALJ noted that the portions of the Complaint raising claims under 73 P.S. § 201-1; 18 Pa.C.S. § 3922; 33 Pa.C.S. § 203; 18 U.S.C. §§ 241, 242; and 42 U.S.C. § 1983; the ADA, and any issues associated with assigning a PECO account to PGW, were dismissed for lack of jurisdiction. I.D. at 5-6. In addition, the ALJ acknowledged that because the Complainant is appearing *pro se*, she was granted the opportunity to orally describe any remaining issues at a hearing. *Id.* at 6 (citing Interim Order at 6).

According to the ALJ, at the hearing in this matter, Ms. Brown continued to make the same arguments already dismissed in the Interim Order, resulting in PECO moving to dismiss the Complaint for the Complainant's failure to state a claim upon which the Commission could grant relief. I.D. at 6 (citing Tr. at 6-7, 10-13). As such, the ALJ found that the Complainant did not present any claims outside of those already dismissed, and therefore, the Complainant failed to set forth an offense that was a

violation of the Code, a Commission Regulation or order, or a violation of a Commission-approved tariff, upon which relief could be granted. Accordingly, the ALJ granted PECO's Motion to Dismiss. *Id.* at 6.

## **C. Exceptions and Replies to Exceptions**

### **1. Exceptions**

As previously noted, Ms. Brown filed timely Exceptions on April 3, 2025, which consist of four (4) pages. In her first Exception, the Complainant argues that the ALJ erred in dismissing the Complaint for lack of jurisdiction because the Commission has jurisdiction over alleged violations of the Code and a utility's tariffs. In her second and third Exceptions, Ms. Brown asserts that the ALJ failed to address PECO's fraudulent billing practices and accounting errors and the Complainant's claims of fraud in factum and theft by deception. In her fourth Exception, Ms. Brown contends that the ALJ misapplied the burden of proof and erred in shifting the burden entirely on her. She also asserts that PECO failed to rebut the evidence presented regarding billing inaccuracies and fraudulent accounting practices. Lastly, in her fifth Exception, the Complainant argues that her due process rights were violated in that, in the Initial Decision, the ALJ failed to provide adequate notice and a meaningful opportunity to be heard. Exc. at 1-2.

### **2. Replies to Exceptions**

In its Reply to Ms. Brown's Exceptions, PECO argues that the Complainant failed to identify any law, statute, or regulation that PECO violated. Specifically, PECO notes that it appears that the Complainant is challenging the Company's accounting methods and that she asserts a violation of various federal laws. According to PECO, these issues are without merit as the Commission does not have jurisdiction over federal

laws. In support, PECO argues that it is a public utility company which outlines its base rates, rules, and regulations in its Electric Tariff, which is publicly available and approved by the Commission. The Company contends that its Commission-approved Tariff is its contract for service. R. Exc. at 3.

Next, the Company lists the forms of legal tender that it accepts as payment for utility bills. PECO notes that all payments made in these formats have been credited to the Complainant's account. PECO further notes that it will not apply, as credit, to any customer account, non-negotiable documents, sight drafts, 1040 Forms, Acceptance for Value, UCC Certified Tender of Payments, Promissory Notes or other UCC documents and cites to the Commission's decision in *James Coppedge v. PECO*, Docket No. F-2014-2406180 (Opinion and Order entered January 29, 2015) (*Coppedge*) in support of its position. R. Exc. at 3-4. Specifically, PECO points to the Commission's determination in *Coppedge* that "even accepting as true the [c]omplainant's contentions, nothing in either PECO's tariff or our Regulations requires PECO to accept all forms of payment." *Id.* at 4 (quoting *Coppedge*).

Therefore, PECO asserts the Initial Decision is well-reasoned and the Complainant's Exceptions should be dismissed because she failed to prove that PECO has violated any statute, regulation, or law. R. Exc. at 4.

### **III. Disposition**

At the outset, we note that any issue or Exception that we do not specifically address 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. Cmwlt. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlt. 1984).

Upon review, we agree with the ALJ's decision to dismiss Ms. Brown's Complaint due to the Complainant's failure to state a claim upon which relief can be granted. In summary, we disagree with the Complainant's argument in her Exceptions that her claims, to the extent discernible, are subject to the Commission's jurisdiction and that the Commission can grant her the relief she requests.

In her first Exception, the Complainant argues that the ALJ erred in dismissing the Complaint for lack of jurisdiction because the Commission has jurisdiction over alleged violations of the Code and a utility's tariffs, including Pennsylvania's Unfair Trade Practices and Consumer Protection Law (UTP/CPL), 73 P.S. §§ 201-1 *et seq.* See Exc. at 1.

The Commission is a creation of the legislature and possesses only the authority that the state legislature has specifically granted to it in the Code, 66 Pa.C.S. §§ 101, *et seq.* The Commission's jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. *Feingold v. Bell of Pa.*, 383 A.2d 1191 (Pa. 1977). While the Commission does have jurisdiction to hear claims that the Code, its own Regulations, or a utility's tariff have been violated, the Complainant failed to raise a claim and demonstrate that PECO violated its tariff, the Code, or a Commission Regulation or order.

Regarding the UTP/CPL, it is well settled that the Commission does not have jurisdiction to enforce the UTP/CPL. See *Commonwealth of Pennsylvania, et al. v. Respond Power LLC*, C-2014-2427659 at 6, Order Granting in Part and Denying in Part Preliminary Objections (entered August 20, 2014) (*citing Mid-Atlantic Power Supply*

*Assoc. v. PECO Energy Co.*, Docket No. P-00981615, 1999 Pa PUC LEXIS 30 (entered May 19, 1999)).<sup>10</sup> Therefore, Ms. Brown's first Exception is denied.

In her second and third Exceptions, the Complainant asserts that the Initial Decision failed to address PECO's fraudulent billing practices and accounting errors and the Complainant's claims of fraud in factum and theft by deception. Similar to her Complaint and Answer to PECO's Preliminary Objection, Ms. Brown points to various federal laws in support of her position. Exc. at 1-2.<sup>11</sup> We disagree with the Complainant, as a review of the record demonstrates that such claims were addressed in the Interim Order entered in this matter, which the Initial Decision referenced.

In the Initial Decision, the ALJ determined that the Complainant did not present any claims outside of those claims already dismissed by the Interim Order entered

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<sup>10</sup> While the Commission does not have jurisdiction over UTP/CPL claims, the Commission is not without authority to address unreasonable or deceptive practices by jurisdictional utilities as the Commission does have Regulations that prohibit utilities from engaging in misleading or deceptive conduct or making false or misleading representations. Specifically, our Regulations require, *inter alia*, that public utilities employ fair and equitable billing practices in serving residential customers. 52 Pa. Code § 56.1(a). Our Regulations also confer an obligation for utilities to utilize good faith, honesty, and fair dealing in performance and enforcement. *Id.* Additionally, Section 1501 of the Code, 66 Pa.C.S. § 1501, requires that public utilities provide reasonable and adequate service to their customers. With that being said, we find that the Complainant's allegations fail to establish that PECO has provided unreasonable service in violation of Section 1501 of the Code. We also conclude that PECO has not engaged in bad faith, or dishonest or unfair practices in contravention of 52 Pa. Code § 56.1(a).

<sup>11</sup> See Complaint at ¶¶ 4-5, Answer to POs at 1-3 (where the Complainant averred that: (1) PECO engaged in material misrepresentation regarding the assignment of credits in violation of 73 P.S. § 201-1 and in theft by deception in violation of 18 Pa.C.S.A. § 3922; (2) PECO engaged in malfeasance; (3) PECO's contracts contain misleading information in violation of 33 Pa.C.S.A § 203; (4) PECO committed fraud in factum because it deceived the Complainant into believing credits were properly assigned when they were not; (5) PECO's actions resulted in unjust enrichment; and, (6) PECO's actions violated federal law governing deprivations of rights under 18 U.S.C. §§ 241, 242, and 42 U.S.C. § 1983).

in this matter. Specifically, the ALJ noted that the portions of the Complaint raising claims under 73 P.S. § 201-1; 18 Pa.C.S. § 3922; 33 Pa.C.S. § 203; 18 U.S.C. §§ 241, 242; and 42 U.S.C. § 1983; the ADA, and any issues associated with assigning a PECO account to PGW were dismissed in the Interim Order for lack of jurisdiction. I.D. at 6 (citing Interim Order at 6).

Moreover, as we have attempted to consider the position of Ms. Brown in light of the difficulty presented in understanding the content of her position, we note that it does appear that the Complainant raised the spirit of these same arguments during the evidentiary hearing held in this matter. For example, the Complainant testified that she is “not disputing that there’s a debt due... [but rather] who owes the debt and how it’s supposed to be paid.” Tr. at 13. The Complainant further explained that the reason for filing the Complaint was to “ask PECO to establish their direct contractual relationship between myself and PECO because I am aware that the contract is actually between PECO and the GSA [General Services Administration].” *Id.* at 6. Moreover, the Complainant stated that, “[a]s far as being able to pay, I know what pay means. From my

standpoint, that means to transfer. So I'm trying to transfer. I've been sending the bills directly to the [T]reasury so that the credits can be adjusted.” Tr. at 8.<sup>12</sup>

We note that PECO’s contract for service is the Company’s applicable tariff that is currently in effect, which is set forth in PECO’s Tariff No. 8.<sup>13</sup> PECO’s current tariff outlines that the Complainant will be charged the applicable rate according to the amount of electricity that she has consumed. PECO Tariff No. 8 at Second Revised Page No. 37, effective June 1, 2025 and Third Revised Page No. 52, effective June 2, 2025. *See also* 66 Pa.C.S. §§ 1302; 1303; 1304. As stated by PECO, the Company’s tariff has been approved by the Commission and is publicly available. R. Exc. at 3. Public utility tariffs have the force and effect of law and are binding on the customer as well as the utility. *PPL Elect. Utilities Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006) (citing *Pennsylvania Electric Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1995)); *see Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067 (Pa. Cmwlth. 1981). The Complainant has provided no record evidence that PECO’s

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<sup>12</sup> To the extent that Ms. Brown argues that PECO’s policy of only accepting certain methods of payment is unreasonable, based on our prior decisions addressing similar arguments, our Regulations, and the Company’s Commission-approved tariff, we agree with the ALJ’s conclusion on this issue. *See* Interim Order at 5, *Coppedge* (finding that the complainant failed to satisfy his burden of proving that PECO provided unreasonable or unreliable service by declining to accept as payment the complainant’s self-styled and self-proclaimed negotiable instruments under the UCC). While our Regulations do not specify the forms of payment a utility must accept from a customer, our Regulation concerning service termination states that a customer may avoid termination if “payment in full is tendered in any reasonable manner.” 52 Pa. Code § 56.94. Although PECO’s tariff does not directly define the Company’s view of payment in any reasonable manner, the tariff does provide that for customers with credit issues, payment is required to be made by certified, cashier’s, teller’s, or bank check, wire transfer, or by cash or another immediately available form of funds. PECO’s Tariff -- Electric Pa P.U.C. No. 8 (Tariff No. 8), Section 17.3(c) at Original Revised Page No. 27, Effective January 1, 2025.

<sup>13</sup> A copy of PECO’s Tariff No. 8 can be accessed on the Company’s website at <https://www.peco.com/my-account/my-dashboard/rates-tariffs/electric-service/current-electric>.

tariff is applied unreasonably in the instant proceeding. In fact, the Complainant does not dispute that there is a debt owed on her account. *See* Tr. at 13. Therefore, Ms. Brown's second and third Exceptions are denied.

In her fourth Exception, Ms. Brown contends that the ALJ misapplied the burden of proof and erred in shifting the burden entirely on her. Based on our review of the Initial Decision and the applicable law, we conclude that the ALJ correctly explained the burden of proof at the outset of the hearing in this matter and in his decision. *See* Tr. at 5, I.D. at 4-5; *see also* Prehearing Order at 5. As the ALJ indicated, Ms. Brown, as the Complainant, bears the burden of proof, pursuant to Section 332(a) of the Code, 66 Pa.C.S. § 332(a). We agree with the ALJ that, based on the record, Ms. Brown did not meet her burden of proving that PECO violated its tariff, the Code, or a Commission Regulation or order. Therefore, Ms. Brown's fourth Exception on this issue is denied.

Lastly, in her fifth Exception, the Complainant argues that her due process rights were violated in that the ALJ, in his Initial Decision, failed to provide adequate notice and a meaningful opportunity to be heard. However, Ms. Brown offers no detail in her Exceptions to substantiate such argument.

The Commission is clearly bound by the due process provision of constitutional law and by the principles of common fairness. *See Town Development Inc. v. Pa. PUC*, 411 A.2d 1317 (Pa. Cmwlth. 1980). The fundamental requirement of due process is an opportunity to be heard at a meaningful time and in a meaningful manner. *See Montefiore Hospital Association of Western Pennsylvania v. Pa. PUC*, 421 A.2d 481 (Pa. Cmwlth. 1980).

Our review of the record clearly shows that Ms. Brown was afforded adequate due process in this proceeding. Ms. Brown filed the instant Complaint with the

Commission on July 30, 2024. Ms. Brown's Complaint followed the normal course and procedure that other consumer complaints filed with the Commission routinely are afforded. The Complaint was served upon all other parties involved in the dispute and was assigned to an ALJ for review and handling, as deemed appropriate, consistent with Commission Regulations. Ms. Brown was afforded a hearing where she was able to present evidence and cross-examine PECO's witness. After a review of the record, including the pleadings, exhibits, and hearing transcript, the Commission issued the ALJ's Initial Decision, wherein ALJ Brady made a recommendation to grant PECO's Motion to Dismiss, finding that the evidence presented by the Complainant was insufficient to sustain her Complaint. Once the Initial Decision was issued, the Complainant was afforded yet another opportunity to voice her objections through the Exceptions process. The Complainant took advantage of this opportunity and filed Exceptions on April 3, 2025, as mentioned above. Those Exceptions are now before us for consideration and disposition.

As noted previously, we believe that the record plainly demonstrates that the procedure instituted by the Commission to handle Complaints and conduct hearings adequately ensures that each Complainant receives ample opportunity to be heard and guarantees that each Complaint is reviewed and adjudicated in a meaningful and timely manner. For these reasons, we do not accept the Complainant's contention that her due process rights were violated by the ALJ's recommendation of the dismissal of the Complaint. As such, the Complainant's fifth Exception is denied.

Accordingly, we shall deny Ms. Brown's Exceptions and adopt the Initial Decision, consistent with the discussion in this Opinion and Order.

#### **IV. Conclusion**

Based upon our review of the ALJ's Initial Decision, and the Exceptions and Replies thereto, we shall deny Ms. Brown's Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

#### **IT IS ORDERED:**

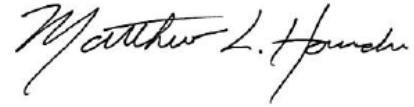
1. That the Exceptions filed by Shasta-Patrice Brown on April 3, 2025, to the Initial Decision of Administrative Law Judge F. Joseph Brady, issued on March 31, 2025, at Docket No. C-2024-3050759, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge F. Joseph Brady, issued on March 31, 2025, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Shasta-Patrice Brown on July 30, 2024 against PECO Energy Company, at Docket No. C-2024-3050759, is 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: September 11, 2025

ORDER ENTERED: September 11, 2025