

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Linda Meade	:	
	:	
v.	:	C-2024-3051892
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

This Initial Decision grants in part, and denies in part, Linda Meade’s Formal Complaint against PECO Energy Company. The Decision finds that Ms. Meade failed to carry her burden of proving that her electricity bills from PECO are incorrect. Next, this Decision finds that Ms. Meade’s claims of abnormally high bills as result of foreign load are precluded by the legal doctrines of *res judicata* and collateral estoppel. Finally, this Decision finds that Ms. Meade has successfully proven that she is eligible for a second Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On October 30, 2024, Linda Meade (Ms. Meade or Complainant) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO, Respondent, or the Company) alleging that: 1) the utility is threatening to shut off her electric service; 2) there are incorrect charges on her bills from PECO; 3) she is having a reliability, safety or

quality problem with her utility service; and 4) her outstanding balance grew to \$21,000 between September 2023 and September 2024. As relief, Ms. Meade requests that the Commission establish a reasonable payment arrangement for her.

In her Formal Complaint, Ms. Meade indicated that a court has granted her a Protection From Abuse Order (PFA). Complaint ¶ 6. She attached a copy of a scheduling order from the Court of Common Pleas of Philadelphia County – Family Court Division dated September 16, 2024, setting a hearing for October 25, 2024. However, Ms. Meade did not provide a copy of the PFA Order as instructed.¹

On November 18, 2024, PECO filed an Answer denying the material allegations of the Complaint.

A Hearing Notice dated November 22, 2024, notified the parties that an initial call-in telephonic hearing was scheduled for January 24, 2025, at 10:00 a.m.

A Prehearing Order was issued on December 23, 2024, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing. Paragraph 6 of the Prehearing Order instructed the parties as follows,

DOMESTIC VIOLENCE VICTIM. If you are a domestic violence victim and you want to be considered for protections that may be available to domestic violence victims, you must submit a copy of your Protection from Abuse (PFA) Order or other Court Order issued by a Pennsylvania court, which provides evidence that you are a domestic violence victim. You should mark this Order as “CONFIDENTIAL.” In the case of

¹ Nevertheless, the Commission redacted all her personal information from the public record.

these Orders, we will take precautions to ensure that your address is not made public.

December 23, 2024, Prehearing Order at 4.

The hearing convened as scheduled on January 24, 2025. Ms. Meade appeared *pro se* and testified on behalf of the Complaint. Khadijah Scott, Esq., represented the Respondent, and presented the testimony of Michael Begley – who is a senior regulatory assessor with PECO in charge of reviewing and investigating formal complaints filed with the Commission. The Respondent sponsored seven exhibits, all of which were admitted into the record in this matter.

During the hearing, I instructed PECO to submit additional information regarding Ms. Meade’s statement of accounts. PECO submitted the information during the hearing. That document will be marked and identified as PECO late-filed Exhibit 8.

For her part, Ms. Meade provided testimony in connection with her request for a payment arrangement, and she mentioned hiring an attorney to represent her in her Protection From Abuse case against her former spouse. Tr. 58. However, she did not provide a copy of the PFA Order as instructed in the December 23, 2024, Prehearing Order or the Formal Complaint form.

In addition, Ms. Meade insisted that after May 2023, she had paid PECO \$16,000, which she had withdrawn from her retirement account. Tr. 38. PECO had no record of such payment ever been made on her account. I allowed Ms. Meade to submit documentation substantiating her claim by no later than February 7, 2025. She was provided with an additional week, or until February 14, 2025, to file any written objections to PECO late-filed Exhibit 8.

By e-mail dated February 7, 2025, Ms. Meade requested an extension of time to submit the requested documents.

By e-mail dated February 14, 2025, I granted Ms. Meade's request for additional time. The new deadline for filing her late-filed exhibit was February 28, 2025. PECO was provided with an additional ten days, or until March 10, 2025, to file any written objections to Ms. Meade's late-filed exhibit.

By email dated February 20, 2025, Ms. Meade updated me on the status of her search for information but did not submit any documents.

Ms. Meade did not submit the requested documentation by the set deadline, nor did she submit any written objections to PECO's late-filed Exhibit 8.

The record closed on March 10, 2025.

On May 27, Ms. Meade submitted via email a letter by Vanguard memorializing the withdrawal of \$3,500 from Ms. Meade's 401K Plan on July 3, 2023.

On June 4, 2025, I issued an Interim Order reopening the record for the limited purpose of allowing Ms. Meade to submit a copy of her PFA Order as a late-filed exhibit. The Order explained that verification of the existence of a currently effective PFA Order is necessary for the Commission to determine which law or regulation applies in this case – whether Ms. Meade's request for a payment arrangement should be reviewed under the provisions of 52 Pa. Code Chapter 56, subchapters L-V, or under the provisions of 66 Pa.C.S. Chapter 14 as applied by Commission Statement of Policy entered December 24, 2024 in *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328. Ms. Meade was instructed to submit a copy of the PFA Order as soon as possible but no later than June 20, 2025.

On June 18, 2025, Ms. Meade submitted a copy of an Order dated May 6, 2025, from the Court of Common Pleas of Philadelphia County – Family Division, which granted a request for a continuance of the trial. The Order states in bold that “The temporary Protection from Abuse Order remains in effect until terminated or modified by the court.”

Ms. Meade’s Vanguard letter will be marked for identification as Meade late-filed Exhibit 1. The May 6, 2025, Order from the Common Plea Court will be marked as Meade late-filed Exhibit 2. These Exhibits, along with PECO late filed Exhibit 8, are admitted into the record in this matter in accordance with the Ordering Paragraphs below.

The record in this matter closed on June 18, 2025.

FINDINGS OF FACT

1. The Complainant is Linda Mead. Tr. 8.
2. The Respondent is PECO Energy Company.
3. On January 6, 2020, Ms. Meade filed a Complaint against PECO at Docket No. C-2020-3015372 (2020 Complaint) alleging that: 1) she was unable to pay her electricity bills to PECO; 2) there were incorrect charges on her bills from PECO; 3) she was having a reliability, safety, or quality problem with her utility service; and 4) she suspected that her electricity bill is impacted by foreign load on her service line. PECO Exhibit 6.

4. As relief in her 2020 Complaint, Ms. Meade requested that the Commission order PECO to investigate and resolve the foreign wiring issue with her service line and establish a payment arrangement on her behalf. PECO Exhibit 6.

5. The 2020 Complaint was fully litigated. PECO Exhibit 6.

6. At the hearing on the 2020 Complaint, Ms. Meade testified that her electric bills had been around \$125 per month before her neighbors moved in next door. PECO Exhibit 6.

7. At the hearing on the 2020 Complaint, PECO's witness testified that the Company had conducted two high-billed field investigations and had found no evidence of foreign load on her electric meter. PECO Exhibit 6.

8. The Initial Decision at Docket No. C-2020-3015372 dated April 1, 2021, found *inter alia* that Ms. Meade had failed to carry her burden of proving that her electricity bills were incorrect or that there was foreign load on her meter and service lien. PECO Exhibit 6.

9. By Commission Final Order entered May 5, 2021, the Initial Decision at Docket No. C-2020-3015372 became final by operation of law. PECO Exhibit 6.

10. On April 3, 2023, PECO issued a ten-day termination notice to Ms. Meade for the past due balance of \$27,548.26, with termination scheduled for, or soon after, April 17, 2023. Tr. 48; PECO Exhibit 4.

11. On May 5, 2023, PECO successfully delivered a 72-hour notice to Ms. Meade. Tr. 48.

12. Ms. Meade contacted PECO and informed the Company that a payment of \$8,000 would be forthcoming in the form of a grant from the Homestead Program. Tr. 15-16.

13. PECO placed a hold on the termination process, which it later removed because the \$8,000 payment would be insufficient to pay off the past due balance. Tr. 51.

14. On May 18, 2025, PECO terminated Ms. Meade's service for non-payment of the past due balance of \$28,962.77 and a post termination notice was left at the property. PECO Exhibit 4.

15. On May 24, 2025, PECO received a payment of \$8,000 in Ms. Meade's account. Tr. 36, 49; PECO late-filed Exhibit 8.

16. On July 3, 2023, Ms. Meade withdrew \$3,500 from her 401K Plan with Vanguard. Meade late-filed Exhibit 1.

17. On July 7, 2023, Ms. Meade filed a Formal Complaint against PECO at Docket No. C-2023-3041672 (2023 Complaint) alleging that: 1) PECO had shut off her service; 2) there were incorrect charges on her bill; and 3) she was having a reliability, safety, or quality problem with her service. PECO Exhibit 7.

18. As relief in her 2023 Complaint, Ms. Meade requested that her electric service be restored, an audit be conducted on bills issued to her since 2013, and a payment arrangement be awarded to her. PECO Exhibit 7.

19. On August 2, 2023, Ms. Meade made a payment of \$3,000 towards her outstanding balance with PECO. Tr. 36, 49; PECO late-filed Exhibit 8.

20. Two days later, another payment of \$2,107.00 was credited to her account. Tr. 36, 49; PECO late-filed Exhibit 8.

21. On August 7, 2023, Ms. Meade's service was reconnected and the outstanding balance of \$16,227.69 was transferred to Ms. Meade's new account with PECO. Tr. 46; PECO Exhibit 2 and PECO late-filed Exhibit 8.

22. On August 17, 2023, Ms. Meade entered into a payment arrangement with PECO to pay off her outstanding balance of \$16,233.69. PECO Exhibit 2.

23. The outstanding balance of \$16,233.69 represented the transferred balance of \$16,227.69, plus the \$6.00 reconnection fee. PECO Exhibit 2.

24. Between August 17, 2023, and October 2, 2023, Ms. Meade made no payments to PECO. PECO Exhibit 2.

25. On October 2, 2023, Ms. Meade defaulted on her payment arrangement. Tr. 47; PECO Exhibit 2.

26. The Complainant failed to appear at the hearing on her 2023 Complaint, and an Initial Decision dated May 28, 2024, dismissed the 2023 Complaint with prejudice for failure to prosecute. PECO Exhibit 7.

27. By Commission Final Order entered June 28, 2024, the Initial Decision at Docket No. C-2023-3041672 became final by operation of law. PECO Exhibit 7.

28. On August 5, 2024, Ms. Meade entered into a new payment agreement with PECO on her outstanding balance of \$22,005.30. PECO Exhibit 1.

29. By September 12, 2024, Ms. Meade defaulted on that payment arrangement. PECO Exhibit 1.

30. By January 31, 2025, Ms. Meade's outstanding balance with PECO was \$24,351.49. PECO Exhibit 1.

31. Ms. Meade is the sole occupant and owner of the Service Address. Tr. 25, 27.

32. Ms. Meade is under the protection of a Protection from Abuse Order. Meade late-filed Exhibit 2.

33. Ms. Meade's gross monthly income consists of \$2,024 per month in Social Security benefits, plus \$3,250 per month from her employment, for a total of \$5,574 per month or \$63,288 per year. Tr. 28.

34. Ms. Meade has entered into one prior Commission-issued payment arrangement. Tr. 66.

35. Ms. Meade satisfied the Commission-issued payment arrangement. Tr. 66.

36. As of the date of the hearing, the outstanding balance in Ms. Meade's account with PECO was \$24,351.49. Tr. 41.

DISCUSSION

Burden of proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C-2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a prima facie case with circumstantial evidence. *See, Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a prima facie case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward

with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burleson* at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See, Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission 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. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

Incorrect bills

At the hearing, Ms. Meade testified that in May of 2023, she had already received a shut off notice from PECO but expected to receive a grant in the amount of \$8,000 from the Homestead Program which would be applied against her PECO balance.

Tr. 15-16. In the meantime, she was planning to travel down South to attend her daughter's retirement party. Ms. Meade explained that she contacted PECO and was told that the Company would place a hold on her account while waiting to receive the grant on her behalf. Tr. 16. Ms. Meade testified that she left her residence but later was informed by a relative that her electric service had been turned off and a shut-off notice was left on her door. Tr. 16. She later learned that, after PECO received the \$8,000 grant, it lifted the hold on her account and terminated her service. Tr. 17. Ms. Meade was informed that there remained a balance of \$16,000 in her account with PECO, which needed to be paid before her service was reconnected. Tr. 17. Ms. Meade testified that she withdrew money from her retirement plan and "zeroed out" her outstanding balance with PECO. Tr. 17, 21. Her service was reconnected in September of 2023. Tr. 17. Despite that, Ms. Meade testified that in 2024 PECO "billed [her] \$20,000 again" and was assessing her very high late payment charges. Tr. 18, 22. She added that around this time she had limited income and Community Legal Services helped her enter into a reasonable payment arrangement with PECO, which required her to pay \$600 per month plus her regular bill. Tr. 18.

In response, Mr. Begley testified that on April 3, 2023, PECO issued a ten-day termination notice to Ms. Meade for the past due balance of \$27,548.26, with termination scheduled for on or soon after April 17, 2023. Tr. 48; PECO Exhibit 4. On May 5, 2023, PECO successfully delivered a 72-hour notice to Ms. Meade. On May 18, 2025, PECO terminated Ms. Meade's service for non-payment of the past due balance of \$28,962.77. A post termination notice was left at the property. PECO Exhibit 4. Mr. Begley explained that although PECO initially placed Ms. Meade's account on hold while waiting for the \$8,000 payment, that hold was removed once it was determined that it would have been insufficient to pay off the past due balance on her account. Tr. 51. On May 24, 2025, PECO received a payment of \$8,000 on Ms. Meade's account. Tr. 36, 49; PECO late-filed Exhibit 8. On August 2, 2023, Ms. Meade made a payment of \$3,000 towards her outstanding balance with PECO. Tr. 36, 49; PECO late-filed Exhibit

8. Two days later another payment of \$2,107.00 was credited to her account. Tr. 36, 49; PECO late-filed Exhibit 8. On August 7, 2023, Ms. Meade's service was reconnected and the outstanding balance of \$16,227.69 was transferred to Ms. Meade's new account with PECO. Tr. 46; PECO Exhibit 2 and PECO late-filed Exhibit 8. On August 17, 2023, Ms. Meade entered into a payment arrangement with PECO to pay off her outstanding balance. PECO Exhibit 2. At the time, her outstanding balance with PECO was \$16,233.69. Between August 17, 2023, and October 2, 2023, Ms. Meade made no payments to PECO. On October 2, 2023, Ms. Meade defaulted on her payment arrangement. Tr. 47; PECO Exhibit 2. On August 5, 2024, Ms. Meade entered into a new payment agreement with PECO on her outstanding balance of \$22,005.30. PECO Exhibit 1. By September 12, 2024, Ms. Meade defaulted on that payment arrangement. PECO Exhibit 1. By January 31, 2025, Ms. Meade's outstanding balance with PECO was \$24,351.49. PECO Exhibit 1.

Upon consideration of the evidence collected, I find that Ms. Meade has failed to carry her burden of proving that she paid off her outstanding balance in August of 2023, or that PECO suddenly charged her \$20,000. On the contrary, Meade late-filed Exhibit 1 shows that while the Complainant indeed withdrew money from her retirement plan on July 3, 2023, that amount was only \$3,500.00. Around the same time, Ms. Meade made two substantial payments to PECO, one for \$3,000 on August 2, 2023, and another for \$2,104.00 on August 4, 2025. These payments, along with the \$8,000 grant Ms. Meade received from the Homestead Program, help reduce her outstanding balance to \$16,227.69 and get PECO to reconnect her service. However, they were not sufficient to "zero out" her outstanding balance as Ms. Meade claimed. The only explanation for Ms. Meade's recollection of a "zeroed out" balance is that the Company "set aside" the outstanding balance of \$16,233.69 when Ms. Meade entered into a payment arrangement on August 17, 2023. That balance was "placed back" on her account when Ms. Meade defaulted on that payment arrangement. The process was repeated the following year, when she entered into another payment arrangement with PECO. Her then outstanding

balance of \$22,005.30 was “set aside” on August 5, 2024, then “placed back” in her account when Ms. Meade defaulted from that payment arrangement. This also explains Ms. Meade’s claim that she was billed \$20,000 from PECO in 2024. Consequently, I find that Ms. Meade’s PECO bills are correct as rendered.

Abnormally high bills/foreign load

At the hearing, Ms. Meade testified that her electricity bill used to be around \$125 per month but now it is regularly between \$500 and \$600 per month. Tr. 18, 29. She claimed that the bills became abnormally high once her next-door neighbors moved in and she suspects that they are connected to her meter. Tr. 18, 29. According to Ms. Meade, her electricity bills are abnormally high in both colder and warmer months. Tr. 18.

At the hearing, PECO argued that Ms. Meade had already raised these very claims in previous Complaints against PECO. Mr. Begley sponsored PECO Exhibit 6 – *Meade v. PECO Energy Co.*, Docket No. C-2020-3015372 (Initial Decision issued Apr. 1, 2021) (2020 Complaint). Tr. 42; PECO Exhibit 6. In her 2020 Complaint Ms. Meade averred that 1) the utility was threatening to shut off her electric service; 2) there were incorrect charges on her bills from PECO; 3) she was having a reliability, safety or quality problem with her utility service; and 4) that she suspected that her electricity bill was impacted by foreign load on her service line. The Complaint was fully litigated. At the hearing on October 6, 2020, Ms. Meade made the same or similar statements about her bills having been around \$125 per month before her neighbors moved in next door. I.D. at 19. PECO’s witness testified that the Company had conducted two high bill field investigations and had found no evidence of foreign load on her electric meter. The Administrative Law Judge presiding over the case found that,

Ms. Meade's account history from January 2016 to September 2020, reveals that her electricity usage is seasonal. Every year, her electricity usage increases in the colder months and decreases in the warmer months. In addition, her usage in the colder months of 2016 is comparable with her usage in the colder months of the following years. The same can be said for her usage in the summer months. PECO witnesses testified credibly that foreign load was not detected at the Service Address either in 2014 or 2018, that there was no meter mix-up, and that her meter performed accurately. Ms. Meade testified that all her appliances are electric and that she uses electric space heaters to heat her residence in the colder months. PECO suspects that Ms. Meade's bill is impacted by hot water leaking or running uncontrolled behind Ms. Meade's first-floor bathroom. Importantly, Ms. Meade did not refute this finding, but stated that she turned the hot water valve off in her bathroom after PECO suggested that she hire a plumber to look at the problem.

I.D. at 18-19 (citations omitted). By Commission Final Order entered May 5, 2021, the Initial Decision at Docket No. C-2020-3015372 became final by operation of law.

In addition, Mr. Begley sponsored PECO Exhibit 7 –*Meade v. PECO Energy Co.*, Docket No. C-2023-3041672 (Initial Decision issued May 28, 2024), and (Final Order entered June 28, 2024) (2023 Complaint). Tr. 43; PECO Exhibit 7. In her 2023 Complaint, Ms. Meade alleged that PECO shut off her service; that there were incorrect charges on her bill; and that she was having reliability, safety, or quality problems with her service. The Complainant requested that her electric service be restored, an audit be conducted on bills issued to her since 2013, and a payment arrangement be awarded to her. The Complainant failed to appear at the hearing on February 5, 2024, and the 2023 Complaint was dismissed with prejudice for failure to prosecute. I.D. at 12. By Commission Final Order entered June 28, 2024, the Initial Decision at Docket No. C-2023-3041672 became final by operation of law.

Upon consideration, I find that Ms. Meade’s high billing dispute against the Respondent is precluded by the provisions of 66 Pa.C.S. § 316, as well as the legal doctrines of *res judicata* and collateral estoppel. Section 316² precludes a collateral attack upon a Commission order which has not been reversed upon appeal. *See Lehigh Valley Power Comm. v. Pa. Pub. Util. Comm’n*, 563 A.2d 548 (Pa. Cmwlth. 1989) (citing 66 Pa.C.S. § 316). Because Section 316 of the Public Utility Code prohibits a complaint from raising issues that were previously decided, the portion of the present Complaint raising high billing issues which were previously decided in the 2020 Complaint and the 2023 Complaint will be dismissed.

The Complainant’s foreign load claim and high billing dispute are also barred by the legal doctrines of *res judicata* and collateral estoppel because such claims and were raised and ruled on in the 2020 Complaint proceeding. *Res judicata*, or claim preclusion, prevents a future suit between the same parties on the same cause of action after a final judgment is entered on the merits of the action. *See PMA Ins. Grp. v. Workmen’s Comp. Appeal Bd. (Kelley)*, 665 A.2d 538 (Pa. Cmwlth. 1995). *Res judicata* “prohibits parties involved in a prior litigation from subsequently asserting claims in a later action that were raised, or could have been raised, in the previous adjudication.” *Hillgartner v. Port Auth.*, 936 A.2d 131, 141 (Pa. Cmwlth. 2007) (quoting *Montella v. Berkheimer Assocs.*, 690 A.2d 802 (Pa. Cmwlth. 1997)).

Res judicata also “shields parties from the burden of re-litigating claims with the same parties, or parties in privity with the original litigant, and serves to protect the courts from inefficiency and confusion that re-litigation fosters.” *Id.* at 141.

² Section 316 of the Public Utility Code provides, in pertinent part, that:

Whenever the commission shall make any rule, regulation, finding, determination or order, the same shall be prima facie evidence of the facts found and shall remain conclusive upon all parties affected thereby, unless set aside, annulled or modified on judicial review.

For the doctrine of *res judicata* to apply, a party must demonstrate: (1) identity of issues, (2) identity of causes of action, (3) identity of persons and parties to the action, and (4) identity of the quality or capacity of the parties suing or being sued. *Day v. Volkswagenwerk Aktiengesellschaft*, 464 A.2d 1313, 1316-17 (Pa. Super. 1983). In the 2020 Complaint and the present Complaint (1) the issues are whether the Complainant's electricity bills are impacted by the existence of foreign load on her service line; (2) the cause of action is a formal complaint involving PECO's termination proceedings (3) the parties are the same (Linda Meade and PECO Energy Company); and (4) the Complainant and Respondent in the 2020 Complaint and the present Complaint are the same and, therefore, have identical quality or capacity. In addition, the Final Order entered on May 5, 2021, at Docket No. C-2020-3015372, constitutes a final judgment entered on the merits of the action. Consequently, Ms. Meade's high billing dispute/foreign load claim is barred by *res judicata*.

Collateral estoppel, or issue preclusion, prevents re-litigation of an issue of fact or law between the same parties upon a different claim or demand. *See Fiore v. Commonwealth*, 508 A.2d 371 (Pa. Cmwlth. 1986). The doctrine of collateral estoppel, or issue preclusion, applies where: (1) "[a]n issue decided in a prior action is identical to the one presented in a later action"; (2) "[t]he prior action resulted in a final judgment on the merits"; (3) "[t]he party against whom collateral estoppel is asserted was a party to the prior action, or is in privity with a party to the prior action"; and (4) "[t]he party against whom collateral estoppel is asserted had a full and fair opportunity to litigate the issue in the prior action." *Rue v. K-Mart Corp.*, 713 A.2d 82, 84 (Pa. 1998).

In the 2020 Complaint like in the present Complaint (1) the issues are about abnormally high bills caused by foreign load; (2) the 2020 Complaint was adjudicated on the merits; (3) the parties in the prior action are the same (Linda Meade and PECO Energy Company); and (4) in the prior action, the Complainant had a full and fair

opportunity to raise claims and litigate issues regarding the foreign load at the Service Address. Thus, the Complainant's claims in the present Complaint are barred by collateral estoppel.

Payment arrangement

In her Formal Complaint and at the evidentiary hearing, Ms. Meade indicated and demonstrated that she is a victim under a PFA Order. Meade late-filed Exhibit 2. Accordingly, the standards set forth in subchapters L-V of Chapter 56 apply to this matter. 52 Pa. Code § 56.251.

By law, a public utility is entitled to receive payment for the service it provides. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Scaccia v. West Penn Power Co.*, 55 Pa.P.U.C. 637 (1982); *See also Kea v. Peoples Nat. Gas Co.*, 60 Pa.P.U.C. 215 (1985). PECO has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303. *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa.P.U.C. 213 (1990). All customers are obligated to pay for utility service. Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all of its remaining customers must pay. A payment arrangement, which prevents service termination as long as the consumer complies with it, is a privilege, not a right. *Mandell v. Duquesne Light Co.*, Docket No. C-20030234 (Opinion and Order entered Mar. 17, 2004).

Accordingly, the first question is whether Ms. Meade is eligible for a payment arrangement. Ms. Meade testified that her gross monthly income consists of \$2,024 per month in Social Security benefits, plus \$3,250³ per month from her

³ Ms. Meade testified that she receives \$1,500 biweekly from her employment. This amount equals \$3,250 per month (\$1,500 biweekly x 26 payment

employment, for a total of \$5,574 per month or \$63,288 per year. Tr. 28. Ms. Meade testified that she owns her residence at the Service Address where she is the sole occupant. Tr. 25, 27.

Mr. Begley testified that Ms. Meade has entered and defaulted on several Company issued payment arrangements. However, she has entered into only one Commission-issued payment arrangement. That payment arrangement was issued by the Commission's Bureau of Consumer Service (BCS) at BCS Case No. 3738940 for a balance of \$12,017. Tr. 66. Mr. Begley testified that Ms. Meade satisfied that payment arrangement. *Id.* He also explained that her current balance as of the date of the hearing was \$24,351.49 and included no customer assistance program (CAP) arrearage. Tr. 41.

Although Ms. Meade's payment history is sporadic, it indicates an effort on her part to pay her bills and keep her electric service on. I note that while she has progressively accumulated a large balance with PECO, the record indicates that she has made several large payments in an effort to pay down her balance. In addition, while Ms. Meade's outstanding balance is large, she does have two separate sources of income that can be budgeted to meet her monthly expenses. Therefore, I believe it is appropriate to award Ms. Meade a payment arrangement and provide her with the opportunity to pay what she owes and retire her debt. Ms. Meade is cautioned that she must comply with the arrangement as ordered. *Cf. Van Patten v. Peoples Nat. Gas Co. LLC*, Docket No. F-2012-2298163 (Opinion and Order entered Apr. 18, 2013). If she fails to do so, the Commission will be less likely to order another in the future. *See Stormer v. Pennsylvania-American Water Co.*, Docket No. C-2011-2249169 (Final Order Mar. 28, 2012) (dismissing a complaint of a PFA victim who requested a payment arrangement).

periods per year = \$39,000 per year. $\$39,000 \text{ per year} \div 12 \text{ months per year} = \$3,250 \text{ per month.}$)

Section 56.421 offers some guidance for an appropriate payment arrangement when subchapters L-V of Chapter 56 apply:

When service to a dwelling has been terminated, the utility shall reconnect service within 24 hours after receiving one of the following:

- (1) Full payment of an outstanding charge plus the reconnection fee specified in the utility's tariff on file with the Commission. Outstanding charges and the reconnection fee may be amortized over a ***reasonable period of time***. Factors to be taken into account include, but are not limited to:
 - (i) The size of the unpaid balance.
 - (ii) The ability of the customer to pay.
 - (iii) The payment history of the customer.
 - (iv) The length of time over which the bill accumulated.

52 Pa. Code § 56.421 (emphasis added).

Considering Ms. Meade's income and family size, she would normally be eligible for a maximum of six months to repay her arrearage pursuant to Chapter 14.⁴ 66 Pa.C.S. § 1405(b). However, the Public Utility Code recognizes that PFA victims face special challenges and may be accorded more generous repayment terms. Taking guidance from Chapter 14, I find that five years is a reasonable period of time for Ms. Meade to reorganize her finances and make regular payments on her PECO account. *See Brooks v. Peoples Natural Gas Co., LLC*, Docket No. C-2015-2495415 (Final Order

⁴ Chapter 14 has sunset, effective December 31, 2024, according to its provisions, and is not currently in effect. However, in its Statement of Policy entered December 24, 2024, the Commission clarified that its regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

entered Apr. 19, 2016). There were no factors presented at the hearing which would justify a longer repayment period.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.

2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).

3. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

5. Under Section 316 of the Public Utility Code, a complainant is prohibited from raising issues that were previously decided. 66 Pa.C.S. § 316.

6. Section 316 precludes a collateral attack upon a Commission order which has not been reversed upon appeal. 66 Pa.C.S. § 316; *see Lehigh Valley Power Comm. v. Pa. Pub. Util. Comm'n*, 563 A.2d 548 (Pa. Cmwlth. 1989).

7. *Res judicata*, or claim preclusion, prevents a future suit between the same parties on the same cause of action after a final judgment is entered on the merits of the action. *See PMA Ins. Grp. v. Workmen’s Comp. Appeal Bd. (Kelley)*, 665 A.2d 538 (Pa. Cmwlth. 1995).

8. *Res judicata* prohibits parties involved in a prior litigation from subsequently asserting claims in a later action that were raised, or could have been raised, in the previous adjudication. *Hillgartner v. Port Auth.*, 936 A.2d 131 (Pa. Cmwlth. 2007).

9. *Res judicata* shields parties from the burden of re-litigating claims with the same parties, or parties in privity with the original litigant, and serves to protect the courts from inefficiency and confusion that re-litigation fosters. *Hillgartner v. Port Auth.*, 936 A.2d 131 (Pa. Cmwlth. 2007).

10. For the doctrine of *res judicata* to apply, a party must demonstrate: (1) identity of issues, (2) identity of causes of action, (3) identity of persons and parties to the action, and (4) identity of the quality or capacity of the parties suing or being sued. *Day v. Volkswagenwerk Aktiengesellschaft*, 464 A.2d 1313 (Pa. Super. 1983).

11. Collateral estoppel, or issue preclusion, prevents re-litigation of an issue of fact or law between the same parties upon a different claim or demand. *See Fiore v. Commonwealth*, 508 A.2d 371 (Pa. Cmwlth. 1986).

12. The doctrine of collateral estoppel, or issue preclusion, applies where: (1) “[a]n issue decided in a prior action is identical to the one presented in a later action”; (2) “[t]he prior action resulted in a final judgment on the merits”; (3) “[t]he party against whom collateral estoppel is asserted was a party to the prior action, or is in privity

with a party to the prior action”; and (4) “[t]he party against whom collateral estoppel is asserted had a full and fair opportunity to litigate the issue in the prior action.” *Rue v. K-Mart Corp.*, 713 A.2d 82, 84 (Pa. 1998).

13. Chapter 56, subchapters L-V apply to the Complainant’s request for a payment arrangement because the utility customer is a victim under a protection from abuse order. 52 Pa. Code § 56.251.

ORDER

THEREFORE,

IT IS ORDERED:

1. That Meade late-filed Exhibits 1-2 are admitted into the record.
2. That PECO late-filed Exhibit 8 is admitted into the record.
3. That the Formal Complaint of Linda Meade in *Linda Meade v. PECO Energy Company* at Docket No. C-2024-3051892 is granted, in part, and denied, in part.
4. That the Formal Complaint of Linda Meade against PECO Energy Company at Docket No. C-2024-3051892 is denied with regard to her claims concerning incorrect billing and high billing due to foreign load.

5. That the Formal Complaint of Linda Meade against PECO Energy Company at Docket No. C-2024-3051892, is sustained, in part, with regard to her request for a payment arrangement.

6. That Linda Meade shall pay PECO Energy Company on or before the due date for payment of each monthly bill, the monthly budget amount for current consumption, plus 1/60th of the arrearage owed on her account to be calculated as of the date the Commission enters its Final Order in this case; these payments shall commence with the first monthly bill received after entry of the Commission's Final Order in this case and continue thereafter on the due date for the payment of each regular monthly bill, until the arrearage on this account has been paid in full.

7. That, so long as Linda Meade adheres to the terms of this Order, PECO Energy Company shall not assess any late payment charges nor shall PECO Energy Company terminate service to Linda Meade, except for valid safety and/or emergency reasons.

8. That, if Linda Meade fails to keep the payment schedule stated in this Order, PECO Energy Company is authorized to suspend or terminate her utility service in accordance with the Commission's statute and regulations.

9. That the Secretary mark this docket closed.

Date: September 15, 2025

/s/
Eranda Vero
Administrative Law Judge