

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Harold Demps	:	
	:	
v.	:	C-2024-3052557
	:	
PECO Energy Company - Electric	:	

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses a Formal Complaint filed by an electric utility customer who alleged that the utility overcharged him for bills that he has already paid, and that the utility removed him from its customer assistance program in retaliation for filing an Informal Complaint against it. The Formal Complaint is dismissed for the failure of the customer to meet his burden of proof regarding either claim.

HISTORY OF THE PROCEEDING

On December 10, 2024, Harold Demps (“Mr. Demps” or “Complainant”) filed a Formal Complaint against PECO Energy Company – Electric (“PECO” or “Respondent”) with the Pennsylvania Public Utility Commission (“Commission”), alleging that there were incorrect charges on his bill. Mr. Demps alleged that he is being overcharged for bills that he has already paid. Mr. Demps attached bills to his

Complaint, and a letter from PECO dated January 10, 2024, concerning the reversal of a payment previously credited to Mr. Demps's account.

On December 17, 2024, the Complaint was served on PECO.

On January 6, 2025, PECO filed an Answer to the Complaint. PECO denied that Mr. Demps overpaid on his account, but indicated that it is willing to investigate Mr. Demps's payment allegations further if he provides PECO with proof that funds were submitted and deducted twice. PECO concluded its Answer by requesting dismissal of the Complaint.

On January 10, 2025, the Commission issued an Initial Call-In Telephonic Hearing Notice scheduling this matter for an evidentiary hearing on February 20, 2025, and assigning this matter to me as presiding officer.

On January 13, 2025, the Commission issued a Prehearing Order which provided the procedural rules that would govern the February 20, 2025, evidentiary hearing. A second Prehearing Order was issued on January 17, 2025, containing the same information.

On February 17, 2025, Mr. Demps called the Commission to request a continuance of the February 20, 2025, hearing. Through email, PECO was informed of the request and did not object to continuance of the hearing. Therefore, Mr. Demps's informal continuance request was granted via email on February 18, 2025.

On February 19, 2025, the Commission issued a Cancelled/Rescheduled Initial Telephonic Hearing Notice that cancelled the February 20, 2025, hearing and rescheduled the hearing to April 25, 2025.

On April 23, 2025, Mr. Demps called the Commission to request a continuance of the April 25, 2025, hearing. Mr. Demps, in his voicemail, indicated that he reached out to PECO to get their position on the request and that PECO did not object to continuance of the hearing. Therefore, Mr. Demps's informal continuance request was granted via email on April 23, 2025.

On April 24, 2025, the Commission issued a Cancelled/Rescheduled Initial Telephonic Hearing Notice that cancelled the April 25, 2025, hearing and rescheduled the hearing to June 20, 2025.

Also on April 24, 2025, the Commission issued a Prehearing Order which provided the procedural rules that would govern the June 20, 2025, evidentiary hearing.

On June 20, 2025, the evidentiary hearing was held as scheduled. Mr. Demps appeared for the hearing and presented testimony in support of his Complaint. Khadijah Scott, Esquire, appeared for the hearing representing PECO and presented the testimony of Michael Begley, a regulatory assessor employed by PECO, who sponsored three exhibits that were admitted into the record.

On July 7, 2025, the Commission received the electronic transcript of the June 20, 2025, evidentiary hearing. The record was closed on this date.

This matter is ready for disposition. For the reasons discussed below, the Complaint will be dismissed.

FINDINGS OF FACT

1. Complainant in this case is Harold Demps.

2. Respondent in this case is PECO Energy Company.
3. On April 18, 2023, PECO issued Mr. Demps a \$79.41 bill for electric service. PECO Exhibit 1, p. 3.
4. On May 12, 2023, a payment of \$79.41 was posted to Mr. Demps's PECO electric account. Tr. 7, 25-26; PECO Exhibit 1, p. 3.
5. On May 15, 2023, a second payment of \$79.41 was posted to Mr. Demps's PECO electric account. Tr. 7, 25-26; PECO Exhibit 1, p. 3.
6. The two payments of \$79.41 on May 12 and 15, 2023 resulted in a credit applied to Mr. Demps's account, resulting in Mr. Demps not receiving a June 2023 bill. Tr. 7; PECO Exhibit 2, p. 1.
7. On May 12, 2023, Western Union submitted Mastercard and Wells Fargo payments to PECO twice in error, which caused 370 PECO customers to receive double payment credit on their accounts. Tr. 26-28; PECO Exhibit 2, p. 1; PECO Exhibit 3.
8. Mr. Demps was one of the 370 PECO customers who received double payment credit on their accounts on May 12, 2023. Tr. 26-28.
9. On August 10, 2023, Western Union sent PECO a letter explaining its May 12, 2023, duplicate payment error. PECO Exhibit 3.
10. The August 10, 2023, Western Union letter asked for PECO to reverse the duplicate payments and return the funds to Western Union. PECO Exhibit 3.

11. On September 21, 2023, a payment of \$79.41 was reversed and debited back onto Mr. Demps's PECO account. Tr. 26.

12. In November 2023, Mr. Demps was informed by PECO that he had an outstanding balance from June 2023. Tr. 7.

13. On December 15, 2023, Mr. Demps filed an Informal Complaint with the Commission concerning the two payments posting to his PECO account in May 2023 of \$79.41 each and the \$79.41 payment reversed in September 2023. Tr. 33; PECO Exhibit 2.

14. Mr. Demps was removed from PECO's customer assistance program ("CAP") mid-December 2023 for not completing recertification and was reinstated in February 2024. Tr. 29.

15. When it was time for Mr. Demps to recertify his enrollment for PECO's CAP in late 2023, he sent his recertification information to a PECO office in Atlanta, GA. Tr. 10.

16. Mr. Demps was enrolled in PECO's CAP as of the date of the June 20, 2025, evidentiary hearing. Tr. 28.

DISCUSSION

Legal Standards

Burden of Proof

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described

in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code (“Code”), a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, 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).

Additionally, the Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

A public utility has a duty to maintain safe, adequate, and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501. The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 of the Code unless it finds that a utility has violated a duty to render reasonable and reliable service. *W. Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984). Further, the Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.

Re Metro. Edison Co., 80 Pa.P.U.C. 663, 672 (1993). However, a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab. Servs., Inc. v. Metro. Edison Co.*, Docket No. 20066608 (Opinion and Order entered Dec. 21, 2007).

Analysis

In his Complaint, Mr. Demps alleged that he is being overcharged for bills that he has already paid. At the hearing Mr. Demps testified in support of his Complaint and PECO presented testimony from Michael Begley, a regulatory assessor employed by PECO. Tr. 25.

The record evidence shows that on April 18, 2023, PECO issued Mr. Demps a \$79.41 bill for electric service. PECO Exhibit 1, p. 3. Two payments of \$79.41 were posted to Mr. Demps's PECO electric account on May 12 and 15, 2025. Tr. 7, 25-26;

PECO Exhibit 1, p. 3. These two payments resulted in a credit on his account, resulting in Mr. Demps not receiving a June 2023 bill. Tr. 7; PECO Exhibit 2, p. 1.

Mr. Begley explained that Mr. Demps's account was credited twice because Western Union submitted Mastercard and Wells Fargo payments to PECO twice in error on May 12, 2023, which caused 370 PECO customers, including Mr. Demps, to receive double payment credit on their accounts. Tr. 26-28; PECO Exhibit 2, p. 1; PECO Exhibit 3. Western Union sent PECO a letter on August 10, 2023, explaining the error and requesting that PECO return the duplicate payments. PECO Exhibit 3. On September 21, 2023, a payment of \$79.41 was debited back onto Mr. Demps's PECO account. Tr. 26. In November 2023, Mr. Demps was informed by PECO that he had an outstanding balance from June 2023. Tr. 7.

After reviewing the evidentiary record, I find that Mr. Demps did not present any evidence that PECO has overbilled him for bills that he has already paid. The evidence does not show that Mr. Demps made two payments of \$79.41 in May 2023, but that Mr. Demps made one payment of \$79.41 in May 2023 and that the other payment of \$79.41 that was posted to his account in May 2023 was due to an error on Western Union's behalf. PECO did not provide Mr. Demps unreasonable service when it reversed a \$79.41 payment in September 2023 after discovering this error. As the double payment of \$79.41 in May 2023 left Mr. Demps with a credit on his account for June 2023, I also find that PECO did not err when it informed Mr. Demps that he had an outstanding balance from June 2023 after the reversal of a \$79.41 payment. Ultimately, I find that Mr. Demps did not meet his burden of proof in regard to this claim. Therefore, this claim must be dismissed.

Although not raised in his Complaint, Mr. Demps made an allegation at the hearing that PECO removed him from its CAP in retaliation for him filing a complaint against PECO. Tr. 9-13, 21-22. Mr. Demps filed an Informal Complaint against PECO

on December 15, 2023, concerning the two payments posting to his PECO account in May 2023 of \$79.41 each, and the \$79.41 payment reversed in September 2023. Tr. 33; PECO Exhibit 2. Mr. Begley testified that Mr. Demps was removed from PECO's CAP mid-December for his failure to recertify, and that he was reinstated in PECO's CAP in February 2024. Tr. 29. Regarding the recertification process, Mr. Demps testified that when it was time for him to recertify his enrollment for PECO's CAP in late 2023 that he sent his recertification information to a PECO office in Atlanta, GA. Tr. 10. Mr. Begley testified that he is unsure whether PECO's Philadelphia office would process recertification information sent to PECO's Atlanta office. Tr. 30.

Mr. Demps did not meet his burden of proving that PECO removed him from its CAP in retaliation for him filing his Informal Complaint. Instead, I find that Mr. Demps was removed from PECO's CAP due to his failure to recertify with PECO, likely caused by Mr. Demps sending his recertification information to PECO's Atlanta office instead of PECO's office in Philadelphia, the city where he resides. As Mr. Demps did not meet his burden of proof in regard to this claim, this claim must be dismissed.

In conclusion, for the reasons discussed above, Mr. Demps's Complaint will be dismissed in the Ordering paragraphs below.

CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is on Complainant 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).

3. 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).

4. As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

5. The Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704.

6. A public utility has a duty to maintain safe, adequate, and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501.

7. Complainant has not met his burden of proof in this proceeding. 66 Pa.C.S. § 332(a).

