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Vernice Morris |  
v. | Docket No.: F-2025-3056083  
PECO Energy Company |  
Initial Call-In |  
Telephonic Hearing
Pages 1 - 69

Judge's Chambers  
State Office Building  
801 Market Street  
Philadelphia, PA

September 24, 2025  
Commencing at 1:49 p.m.

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Docket No. F-2025-3056083

Hearing Date: September 24, 2025

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7/11/25 Ten-Day Shut Off

Notice

**Docket No. F-2025-3056083**

**Vernice Morris v. PECO Energy Company**

**The Hon. Barbara Shadie Nause**

**Hearing Date: Wednesday, September 24, 2025 at 1:30 PM**

**Call-In Hearing No.: 1. 888.793.8227, PIN #: 20823222**

**PROPOSED EXHIBITS OF PECO ENERGY COMPANY (PECO)**

**Account No. [REDACTED]  
7823 Walker Avenue, Philadelphia, PA**

1. Customer Contacts
2. Statement of Account
3. Business record of Term Notices
4. PECO Letter, dated 4/23/25, re: legal tender
5. BCS Decision No. 4060284, closed 5/13/25

**Account No. [REDACTED]  
48 S. Hortter Street, Philadelphia, PA**

6. Customer Contacts
7. Statement of Account
8. Business record of Term Notices

**Judicial Notice**

- *Shasta-Patric Brown v PECO Energy Company*, Docket No. C-2024-3050759, (Opinion and Order entered September 11, 2025)
- *Feitt & Mendoza v Duquesne Light Company*, Docket No. C-2022-3037095, (Opinion and Order entered August 1, 2024)
- *Stailey v UGI Utilities, Inc.*, (Gas Division), Docket No. C-2019-3008847 (Opinion and Order entered December 16, 2021)
- *Coppedge v PECO Energy Company*, Docket No. F-2014-2406180 (Opinion and Order entered January 29, 2015)
- *In Re: Denise Fachini*, 2012 Bankr. LEXIS 448 at 5 (Bankr. M.D. Ga. 2012)



Bill Account Nbr [REDACTED]

CIMs Archived Contacts

Bill Account Nbr	Contact Typ Desc	Create Dt Tm	Remarks	Company Nbr	User Nm
[REDACTED]	(PECO) Collections On Hold	7/3/2025 11:06:15 AM	Collection Exception has been created - Other Exception(s) - 2027-07-23	PECO	BEGLEY, MICHAEL
[REDACTED]	(EU) Credit Issues	5/29/2025 7:06:13 PM	REF#250501-002062 As per To Do processed RR lvi>> 1 agreement with terms of 10 months>>To Do closed closed//RH	PECO	System, English
[REDACTED]	(PECO) Letter - Deferred Payment Arrangement	5/29/2025 7:05:16 PM	Payment Arrangement Type: (PECO) Deferred Payment Agreement (DPA) Agreement Amount: 176.60 Down Payment Amount: 0.00 Number of Installments: 10 Installment Amount: 17.70 Final Installment: \$17.30	PECO	HARRISON, REGINA
[REDACTED]	(PECO) Collection Process Cancelled	5/29/2025 7:05:13 PM	Removed from Collections for Payment Arrangement: [REDACTED] under status: GRANTED	PECO	HARRISON, REGINA
[REDACTED]	(PECO) PUC Case Regulatory Contact	5/15/2025 11:40:15 AM	BCS 4060284..OFF - SERVICE IS TERMINATED/SUSPENDED - DISPUTE (# 76) Other Related Information/Disputes: 76- Customer services are off with dispute. Customer not seeking PAR Complainant: VERNICE MORRIS General Delivery 7: 7823 Walker Street Philadelphia, PA 19136 PECO Account #: [REDACTED] Respondent: Philadelphia Electric Company (PECO) / Exelon 2301 Market Street, N4-3 Philadelphia, PA 19101 Nature of Complaint: I am filing a formal complaint and emergency request for intervention against PECO for unlawfully terminating my electricity service on May 1, 2025, while in the middle of an ongoing legal and administrative dispute regarding payment. I submitted a lawful Bill of Exchange tender on April 4, 2025, in the amount of \$338.65 to satisfy my account, along with supporting documentation and Power of Attorney. PECO responded via a letter dated April 23, 2025, rejecting the tender. I issued a 2nd Notice to Cure via certified mail on April 27, 2025, requesting review and good faith resolution. On May 1, 2025, without waiting for the certified Notice to Cure to be processed or allowing a reasonable opportunity for resolution, PECO disconnected my electricity. The current amount in question is only \$244.50, and this disconnection is retaliatory, harmful, and possibly unlawful. PECO is in violation of: The Public Utility Code, PUC rules regarding shutoff during active disputes, Due process rights, And possibly federal consumer protections under 15 U.S.C. §1666(e). I am requesting: Immediate restoration of service, Investigation into PECO's conduct, Full review of my tender and documentation,	PECO	SIRIPURAPU, POOJITHA
[REDACTED]	(PECO) Collections On Hold	5/15/2025 11:39:17 AM	Collection Exception has been created - Other Exception(s) - 2025-06-02	PECO	SIRIPURAPU, POOJITHA
[REDACTED]	(EU) Regulatory - Commission	5/15/2025 11:37:50 AM	PUC DEC 2025-05-13. The Customer was properly notified of the pending termination. The Company properly terminated the Customer's service. The Customer's service was restored on 5/1/2025 after acceptable payment was made. Therefore, this informal complaint is dismissed. BCS 4060284.	PECO	SIRIPURAPU, POOJITHA
[REDACTED]	(PECO) PUC Case Regulatory Contact	5/9/2025 6:03:22 PM	puc case 4060284.r..report sent to BCS ..decision pending	PECO	TARPLEY, RENEE
[REDACTED]	(EU) Customer Relations	5/8/2025 8:29:34 PM	5/2/25 BCS#4060284 filed. 5/5/25 Company rep phoned Ms. Morris on 610-681-3954 at 6:01PM to acknowledge the complaint. An automated message received indicating the number is disconnected. 5/7/25 Company rep Ms. Morris on 267-886-4688(number found in company records) at 8:01Am, to discuss the complaint. A telephone message was left. Final Position to BCS 4/16/25 Ten-day termination notice issued in the amount of \$244.50, effective 4/30/25. 4/24/25 72hr termination call made at 9:15Am, message was left on answering machine. 4/25/25 72hr termination call made at 5:03Pm, message was left on answering machine. 5/1/25 After following the proper notice process the company terminated the service for the past due amount of \$244.50. A post termination notice was left at the property with no contact being made. The company only accepts legal tender for payments. An acceptable payment letter was mailed to Ms. Morris on 4/23/25 advising Ms. Morris of such. The company was within rights to terminate the service for the past due balance in the amount of \$244.50 on 5/1/25. The company restored the service on 5/1/25 after payment in the amount of \$264.50 was made in legal tender. At the address of 7823 Walker St, Philadelphia PA, there is balance in the amount of \$95.51 that was due 5/2/25. REPORT SENT TO REGULATORY;KJEFFERSON	PECO	JEFFERSON, KELLI
[REDACTED]	(EU) Customer Relations	5/7/2025 2:40:13 PM		PECO	Badani, Mehak
[REDACTED]	(PECO) Collections On Hold	5/2/2025 11:06:32 AM	Collection Exception has been created - Other Exception(s) - 2026-05-02	PECO	TARPLEY, RENEE

	(EU) Credit Issues	5/1/2025 5:25:35 PM	cx called in regarding making the dha arrears mant, of 244.50 confirm # [REDACTED] placed 15 day hold exp daTE 5/16/25. SEV PROC ACNADELL TO DO PLACED ONACCT FRO DPA	PECO	McCoy, Talya
	(EU) Oracle Service Cloud Incident Request	5/1/2025 5:24:35 PM	New OSC (Service Cloud) Incident CREATED with RefNo #:250501-002062	PECO	System, English
	(PECO) Collections On Hold	5/1/2025 5:22:29 PM	Collection Exception has been created - Other Exception(s) - 2025-05-16	PECO	McCoy, Talya
	(EU) Credit Issues	5/1/2025 4:51:54 PM	Past due Balance of: \$ 264.50, Balance Due: \$338.65, Current Charges: \$90.51, Bill Due Date: 05 / 02 / 2025, PA Balance: \$0.00, Supplier Name: None, Excess Credit: \$0.00, IVR Balance: \$338. cci to make past due payment to have services restored on the account customer states she has a open dispute on the account adv cs she does not have a open dispute on her account and reviewed prior calls with customer from when she was requesting to speak with legal team . customer states she got a response from the legal team and she is making her payment today under protest without any preudice and that her lawful tender rights are fully reserved txfer to ivr to make payment.	PECO	Carter, Victoria
	(PECO) Restoration Amount	5/1/2025 4:14:10 PM		PECO	FUSACCOUNT, SVC
	(PECO) Restoration Amount	5/1/2025 4:14:09 PM		PECO	FUSACCOUNT, SVC
	(EU) Severance - FA Completion	5/1/2025 2:15:22 PM		PECO	System, English
	(EU) Payment Memo	5/1/2025 2:45:34 AM	SOURCE#PYMTUSPC Payment: \$ 264.50	PECO	System, English
	(PECO) Dialer - 72 Hour Notice 1	4/24/2025 3:12:27 AM	Phone Number Called: 2678864688 ,Call Result: SUCCESSFUL ,Date of Call: 2025-04-25 ,Time of Call: 17:03 ,Service Class: COM ,Record Type: 72-Hour Customer Call 1 ,Amount Due at Time of call: \$244.50 ,Service Amount Due: \$244.50 ,Total Balance: \$244.50	PECO	FUSION, AGENTS11
	(EU) Credit Issues	4/18/2025 10:56:41 AM	returned cust call from PFA Hot line.. cust does not have an active PFA sent to wrong # for PFA cust has question regarding acct and Power of Attny paperwork. ref'd to customer service...Mhearth	PECO	HEARSI, MONICA
	(PECO) Letter - Disconnect Notice - Residential	4/16/2025 4:11:41 AM		PECO	System, English
	(EU) Miscellaneous	4/8/2025 11:14:59 AM	Vernice Morris demanded to be transferred to POA phone number due to previous agent promising the transfer and call disconnecting. I advised multiple times that account was not set up as a legal contact, customer demanded again that she was promised the transfer. Due to prev agent's promise and actions, transferred to 215-841-5880 per KC. I provided POA email address per KC. Advised to send all information there.	PECO	REYES, MASON
	(EU) Credit Issues	4/4/2025 11:43:30 AM	cci asking to write a letter or speak to legal dep. to "tender her payment with a negotiable instrument" i provided back office email and mailing address. cst declined to update fsmt i placed ur exp 04/14/25--Past due Balance of: \$ 125.53, Balance Due: \$244.50, Current Charges: \$117.09, Bill Due Date: 04 / 02 / 2025, PA Balance: \$0.00, Supplier Name: None, Excess Credit: \$0.00, IVR Balance: \$244.50	PECO	ANDERSON, KIARA
	(PECO) Utility Report - Customer Refused Terms	4/4/2025 11:41:30 AM		PECO	ANDERSON, KIARA
	(PECO) Collection Process Cancelled	4/4/2025 11:41:24 AM	Collection Exception has been created	PECO	FUSACCOUNT, SVC
	(PECO) Collections On Hold	4/4/2025 11:41:24 AM	Collection Exception has been created - UR Customer Refused Terms Exception - 2025-04-14	PECO	FUSACCOUNT, SVC
	(EU) Payment Arrangement Request. Ineligibility	4/4/2025 11:31:49 AM		PECO	FUSACCOUNT, SVC
	(PECO) Agent 511 Outage Notifications	3/31/2025 2:10:36 PM	PECO: We are preparing for potential severe storms today and tonight. If you lose power reply OUT here or report online at peco.com/outages.	PECO	FUSACCOUNT, SVC
	(PECO) Letter - Disconnect Notice - Residential	3/28/2025 9:44:30 AM		PECO	System, English

	(PECO) Dialer - Proactive Call 4	3/11/2025 10:05:02 AM	Phone Number Called: 2678864688 ,Call Result: Customer abandoned call ,Date of Call: 2025-03-12 ,Time of Call: 10:21 ,Service Class: COM ,Record Type: Dialer Proactive Call 4 ,Amount Due at Time of call: \$125.53 ,Service Amount Due: \$125.53 ,Total Balance: \$125.53	PECO	FUSION, AGENT511
	(PECO) Dialer - Proactive Call 1	3/4/2025 3:44:59 AM	Phone Number Called: 2678864688 ,Call Result: Answering machine was reached.Left message ,Date of Call: 2025-03-04 ,Time of Call: 10:21 ,Service Class: COM ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$125.53 ,Service Amount Due: \$125.53 ,Total Balance: \$125.53	PECO	FUSION, AGENT511
	(EU) Successful Payment WEB	1/26/2025 9:52:28 PM	A \$151.32 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 01/27/2025	PECO	System, English
	(EU) Payment Memo	1/26/2025 3:10:02 AM	SOURCE=PYMTUSPC Payment: \$ 151.32	PECO	System, English
	(PECO) Canceled Collection Process due to Payment/Adjustment	1/26/2025 3:10:02 AM		PECO	System, English
	(PECO) Dialer - 72 Hour Notice 1	1/23/2025 2:35:19 AM		PECO	System, English
	(PECO) Letter - Disconnect Notice - Residential	1/15/2025 2:24:44 AM		PECO	System, English
	(EU) Payment Memo	12/29/2024 12:45:23 PM	SOURCE=PYMTUSPC Payment: \$ 120.00	PECO	System, English
	(EU) Successful Payment WEB	12/29/2024 12:37:41 PM	A \$120.00 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 12/29/2024	PECO	System, English
	(EU) Successful Payment WEB	12/21/2024 11:53:27 PM	A \$31.00 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4974-*****4831 HAS BEEN SCHEDULED FOR 12/22/2024	PECO	System, English
	(EU) Payment Memo	12/21/2024 12:00:29 AM	SOURCE=PYMTUSPC Payment: \$ 31.00	PECO	System, English
	(PECO) Canceled Collection Process due to Payment/Adjustment	12/21/2024 12:00:29 AM		PECO	System, English
	(PECO) Letter - Winter Income Verification	12/16/2024 3:00:13 AM		PECO	System, English
	(PECO) Dialer - Proactive Call 4	12/10/2024 3:26:02 AM	Phone Number Called: 2678864688 ,Call Result: Record was not attempted ,Date of Call: 2024-12-10 ,Time of Call: : ,Service Class: COM ,Record Type: Dialer Proactive Call 4 ,Amount Due at Time of call: \$83.50 ,Service Amount Due: \$183.46 ,Total Balance: \$183.46	PECO	FUSION, AGENT511
	(PECO) Dialer - Proactive Call 1	12/3/2024 6:33:16 AM	Phone Number Called: 2678864688 ,Call Result: Record was not attempted ,Date of Call: 2024-12-03 ,Time of Call: : ,Service Class: COM ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$83.50 ,Service Amount Due: \$83.50 ,Total Balance: \$83.50	PECO	FUSION, AGENT511
	(PECO) Canceled Collection Process due to Payment/Adjustment	11/1/2024 4:04:55 PM		PECO	System, English
	(EU) Payment Memo	10/31/2024 10:12:49 PM	SOURCE=PYMTUSPC Payment: \$ 71.08	PECO	System, English
	(PECO) Canceled Collection Process due to Payment/Adjustment	10/31/2024 10:12:49 PM		PECO	System, English
	(EU) Successful Payment WEB	10/31/2024 8:31:00 PM	A \$71.08 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 11/01/2024	PECO	System, English

	(PECO) Letter - Disconnect Notice - Residential	10/31/2024 4:42:14 AM		PECO	System, English
	(EU) Credit Issues	10/30/2024 12:08:19 PM	Past due Balance of: \$ 0.00, Balance Due: \$71.08, Current Charges: \$65.24, Bill Due Date: 10 / 30 / 2024, cx call'd bc her account is in collection , advised the cx that the collection process was canceled bc she made a payment , but she has to make a payment of the CB to avoid to get a SON cx understood	PECO	Gomez, Luis
	(PECO) Canceled Collection Process due to Payment/Adjustment	10/21/2024 4:04:46 PM		PECO	System, English
	(EU) Payment Memo	10/18/2024 10:54:48 PM	SOURCE=PYMTUSPC Payment: \$ 392.73	PECO	System, English
	(PECO) Canceled Collection Process due to Payment/Adjustment	10/18/2024 10:54:48 PM		PECO	System, English
	(EU) Successful Payment WEB	10/18/2024 10:37:49 PM	A \$392.73 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4974-*****4831 HAS BEEN SCHEDULED FOR 10/19/2024	PECO	System, English
	(PECO) Letter - Disconnect Notice - Residential	10/15/2024 5:04:10 AM		PECO	System, English
	(EU) Credit Issues	10/3/2024 3:02:09 PM	RP CALL IN ABOUT CAP STATUS; CNO Past due Balance of: \$ 392.73, Balance Due: \$392.73, Current Charges: \$140.85, Bill Due Date: 10 / 01 / 2024, I have taken the appropriate actions for this account NMR 10/18 update fsmt lv 2 cno 211 CUSI DECL/MADE PYMT- add UR 10 days hold	PECO	VELASQUEZ, OSMAR
	(PECO) Collection Process Cancelled	10/3/2024 3:01:35 PM	Collection Exception has been created	PECO	VELASQUEZ, OSMAR
	(PECO) Collections On Hold	10/3/2024 3:01:35 PM	Collection Exception has been created - UR Customer Refused Terms Exception - 2024-10-13	PECO	VELASQUEZ, OSMAR
	(EU) Payment Arrangement Request: Ineligibility	10/3/2024 2:55:36 PM		PECO	FUSACCOUNT, SVC
	(EU) Credit Self Service	10/3/2024 2:46:41 PM		PECO	FUSACCOUNT, SVC
	(EU) Credit Self Service	10/3/2024 2:45:52 PM		PECO	FUSACCOUNT, SVC
	(EU) Credit Self Service	10/3/2024 2:42:39 PM		PECO	FUSACCOUNT, SVC
	(PECO) Dialer - Proactive Call 1	10/2/2024 6:34:03 AM	Phone Number Called: 2678864688 ,Call Result: Record was not attempted ,Date of Call: 2024-10-02 ,Time of Call: : ,Service Class: COM ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$392.73 ,Service Amount Due: \$392.73 ,Total Balance: \$392.73	PECO	FUSION, AGENT511
	(PECO) Dialer - 72 Hour Notice 1	9/23/2024 2:43:26 AM		PECO	System, English
	(PECO) Letter - Disconnect Notice - Residential	9/16/2024 2:46:42 AM		PECO	System, English
	(PECO) Dialer - Proactive Call 4	9/10/2024 2:08:15 AM		PECO	System, English
	(PECO) Dialer - Proactive Call 1	9/3/2024 3:20:47 AM	Phone Number Called: 2678864688 ,Call Result: Record was not attempted ,Date of Call: 2024-09-03 ,Time of Call: : ,Service Class: COM ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$248.16 ,Service Amount Due: \$248.16 ,Total Balance: \$248.16	PECO	FUSION, AGENT511

	(EU) Payment Memo	8/3/2024 6:56:03 PM	SOURCE=PYMTUSPC Payment: \$ 246.23	PECO	System, English
	(PECO) Canceled Collection Process due to Payment/Adjustment	8/3/2024 6:56:03 PM		PECO	System, English
	(EU) Successful Payment WEB	8/3/2024 6:44:49 PM	A \$246.23 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 08/03/2024	PECO	System, English
	(PECO) Dialer - Proactive Call 1	8/2/2024 4:21:30 PM	Phone Number Called: 2678864688 ,Call Result: Customer abandoned call ,Date of Call: 2024-08-05 ,Time of Call: 10:08 ,Service Class: COM ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$246.23 ,Service Amount Due: \$246.23 ,Total Balance: \$246.23	PECO	FUSION, AGENT511
	(EU) Payment Memo	6/29/2024 1:13:48 PM	SOURCE=PYMTUSPC Payment: \$ 113.42	PECO	System, English
	(EU) Successful Payment WEB	6/29/2024 1:01:24 PM	A \$113.42 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 06/29/2024	PECO	System, English
	(EU) Payment Memo	6/4/2024 6:39:11 AM	SOURCE=PYMTUSPC Payment: \$ 92.20	PECO	System, English
	(EU) Successful Payment WEB	6/4/2024 6:30:52 AM	A \$92.20 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 06/04/2024	PECO	System, English
	(EU) Payment Memo	4/27/2024 6:20:01 PM	SOURCE=PYMTUSPC Payment: \$ 109.40	PECO	System, English
	(EU) Successful Payment WEB	4/27/2024 6:18:13 PM	A \$109.40 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 04/27/2024	PECO	System, English
	(EU) Payment Memo	4/8/2024 9:33:40 PM	SOURCE=PYMTUSPC Payment: \$ 130.67	PECO	System, English
	(EU) Successful Payment WEB	4/8/2024 9:26:48 PM	A \$130.67 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 04/09/2024	PECO	System, English
	(PECO) Not Eligible for PECO TOU	3/13/2024 10:03:04 AM	Account is not Residential or Small Commercial	PECO	FUSACCOUNT, SVC
	(EU) Payment Memo	3/4/2024 11:13:19 AM	SOURCE=PYMTUSPC Payment: \$ 120.54	PECO	System, English
	(PECO) Not Eligible for PECO TOU	3/3/2024 11:16:21 PM	Account is not Residential or Small Commercial	PECO	FUSACCOUNT, SVC
	(EU) Successful Payment WEB	3/3/2024 11:16:11 PM	A \$120.54 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4974-*****4831 HAS BEEN SCHEDULED FOR 03/04/2024	PECO	System, English
	(PECO) Not Eligible for PECO TOU	3/3/2024 11:10:48 PM	Account is not Residential or Small Commercial	PECO	FUSACCOUNT, SVC
	(EU) Payment Memo	2/9/2024 6:40:13 PM	A \$119.86 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4974-*****4831 HAS BEEN SCHEDULED FOR 02/10/2024	PECO	ECIMS01 , ECIMS01
	(EU) Payment Memo	2/9/2024 6:38:19 PM	A \$106.72 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 02/10/2024	PECO	ECIMS01 , ECIMS01
	(EU) Miscellaneous	11/27/2023 9:29:47 AM	Caller called in for information about two props 1327 MCFERRAN ST PHILADELPHIA PA 19140 and 1335 MCFERRAN ST PHILADELPHIA PA 19140	PECO	RODRIGUEZ, JOSE
	(EU) Payment Memo	11/25/2023 2:57:59 PM	A \$80.54 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 11/25/2023	PECO	ECIMS01 , ECIMS01
	(EU) Payment Memo	11/2/2023 10:55:50 AM	A \$129.33 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 11/02/2023	PECO	ECIMS01 , ECIMS01
	(EU) Payment Memo	10/14/2023 9:20:39 AM	A \$160.84 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 10/14/2023	PECO	ECIMS01 , ECIMS01
	(PECO) Dialer - Proactive Call 1	10/12/2023 6:45:16 AM	(267) 886-4688 CALL RESULT: Answering machine was reached. Left message TIME OF CALL: 12:40 SERVICE CLASS: COM RECORD TYPE: Proactive Call 2 AMOUNT DUE AT TIME OF CALL: \$160.84 SERVICE AMOUNT DUE: \$160.84 TOTAL BALANCE: \$290.17 PHN NBR UPDATED: NO EFT: Customer does not want to enroll in EFT. VENDOR: NCO	PECO	USER, CONV
	(PECO) Dialer - Proactive Call 1	10/6/2023 3:48:11 AM	(267) 886-4688 CALL RESULT: Answering machine was reached. Left message TIME OF CALL: 13:36 SERVICE CLASS: COM RECORD TYPE: Proactive Customer Call AMOUNT DUE AT TIME OF CALL: \$160.84 SERVICE AMOUNT DUE: \$160.84 TOTAL BALANCE: \$290.17 PHN NBR UPDATED: NO EFT: Customer does not want to enroll in EFT. VENDOR: NCO	PECO	USER, CONV
	(EU) Payment Memo	9/2/2023 8:46:44 AM	A \$274.38 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4285-*****8351 HAS BEEN SCHEDULED FOR 09/02/2023	PECO	ECIMS01 , ECIMS01
	(EU) Payment Memo	7/9/2023 9:09:58 PM	A \$162.93 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 07/10/2023	PECO	ECIMS01 , ECIMS01

██████████	(PECO) Dialer - Proactive Call 1	4/25/2023 3:48:07 AM	(267) 886-4688 CALL RESULT: Customer abandoned call TIME OF CALL: 12:35 SERVICE CLASS: COM RECORD TYPE: Proactive Call 3 AMOUNT DUE AT TIME OF CALL: \$231.72 SERVICE AMOUNT DUE: \$231.72 TOTAL BALANCE: \$334.41 PHN NBR UPDATED: NO EFT: Customer does not want to enroll in EFT. VENDOR: NCO	PECO	USER, CONV
██████████	(EU) Payment Memo	4/22/2023 3:01:18 PM	A \$334.41 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****4298-**3589 HAS BEEN SCHEDULED FOR 04/22/2023	PECO	ECIMS01 , ECIMS01
██████████	(PECO) Letter - Non-Friendly Notice Letter	4/10/2023 10:25:45 PM	Non Friendly Notice	PECO	USER, CONV
██████████	(PECO) Letter - Non-Friendly Notice Letter	3/10/2023 10:11:34 PM	Non Friendly Notice	PECO	USER, CONV
██████████	(EU) Payment Memo	3/1/2023 4:40:00 PM	A \$91.00 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN *****3589 HAS BEEN SCHEDULED FOR 03/01/2023	PECO	ECIMS01 , ECIMS01



**Bills & Payment Statement**

Account Information	
Account Number:	[REDACTED]
Customer Name:	Morris, Vernice
Meter Bill Group:	Monthly - Cycle 07
Account Status:	Active
Service Address:	7823 Walker St, Philadelphia, PA 19136
Billing Address:	7823 Walker St, Philadelphia, PA 19136
Requested By:	

Account Balances	
Current Bill:	175.68
Bill Prior:	295.46
Deposit Requested:	0.00
Deposit On-Hand:	0.00
CAP Pre-program Arrears:	0.00
Payment Agreement Balance:	176.60
Account Balance:	771.84

Rate Schedule	
Rate Schedule:	PECO Electric Residential Service

**Account Activity**

Transaction Date	Transaction Type	Billing Period	Reading Type	Meter #	Usage Type	Usage Qty	Current Amount	Current Balance	Payoff Amount	Payoff Balance	Total Bill	Heating Degree Days	Deferred Amt	Bill Due Dt
30-SEP-2025	MONTH-END BALANCE					0	0.00	771.84	0.00	877.64	0.00	0	105.80	
10-SEP-2025	BILL-Elec - Residential	11-AUG-25 to 10-SEP-25	Regular	A119460883	KWH	673	157.98	0.00	157.98	0.00	0.00	0	0.00	
10-SEP-2025	REGULAR BILL:	11-AUG-25 to 10-SEP-25				0	175.68	771.84	0.00	877.64	175.68	0	105.80	02-OCT-25
31-AUG-2025	MONTH-END BALANCE					0	0.00	588.21	0.00	711.71	0.00	0	123.50	
12-AUG-2025	REGULAR BILL:	11-JUL-25 to 11-AUG-25				0	295.46	588.21	0.00	711.71	295.46	0	123.50	02-SEP-25
11-AUG-2025	BILL-Elec - Residential	11-JUL-25 to 11-AUG-25	Regular	A119460883	KWH	1226	277.76	0.00	277.76	0.00	0.00	0	0.00	
31-JUL-2025	MONTH-END BALANCE					0	0.00	288.96	0.00	430.16	0.00	0	141.20	
11-JUL-2025	BILL-Elec - Residential	11-JUN-25 to 11-JUL-25	Regular	A119460883	KWH	797	184.83	0.00	184.83	0.00	0.00	0	0.00	
11-JUL-2025	REGULAR BILL:	11-JUN-25 to 11-JUL-25				0	202.53	288.96	0.00	430.16	202.53	0	141.20	04-AUG-25
30-JUN-2025	MONTH-END BALANCE					0	0.00	85.41	0.00	244.31	0.00	0	158.90	
11-JUN-2025	BILL-Elec - Residential	12-MAY-25 to 11-JUN-25	Regular	A119460883	KWH	256	67.71	0.00	67.71	0.00	0.00	0	0.00	
11-JUN-2025	REGULAR BILL:	12-MAY-25 to 11-JUN-25				0	85.41	85.41	0.00	244.31	85.41	0	158.90	03-JUL-25



0112

### TEN DAY SHUT OFF NOTICE (AVISO DE SUSPENSION DE SERVICIO EN 10 DIAS)

Account Number:  
For Service To:  
Date Prepared:

Past Due Amt:  
New Billing:  
Total Amount:

#### Your Electric/Gas Service May Be Shut Off!

Because your bill is past due, we will shut off the service to \_\_\_\_\_ on or after 8:00 a.m. on \_\_\_\_\_. If this date is a Friday, the service shut off will occur on, or soon after, the next business day.

#### We will NOT shut off your electric/gas service if you do ONE of the following:

- Pay \_\_\_\_\_ in full before \_\_\_\_\_, this includes any amount you owe on your payment plan. This notice is effective for 60 days.
- Pay the catch up amount on your agreement if it has defaulted. Call 1-888-480-1533 for the amount.
- Show us a paid receipt for the past due amount.
- You may be eligible for a payment agreement or special assistance programs which may stop the termination of your service. Call 1-888-480-1533 right away to determine if you are eligible for a payment agreement or assistance, to dispute your bill or to provide us with household income or occupant information.
- To talk about your bill, please call our office at 1-888-480-1533.

**WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE.  
WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.**

If we shut off your electric/gas service, you may have to pay all of the following before we can turn service on:

- Past Due Amount of \_\_\_\_\_
- Deposit Past Due Amount of \_\_\_\_\_
- Agreement Unbilled Balance \_\_\_\_\_
- Total \_\_\_\_\_

\*If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

\*\*If your service is shut off, you may have to make substantial payments in order to have your service restored. In addition to any balance owed, you will have to pay a Reconnection Charge of between \$20.00 and \$1,700.00. This fee amount is set by PECO's tariff and based on how much work is needed to restore your service. You may also be required to pay a deposit equal to two times your average monthly usage.

#### MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is seriously ill. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

1. Have your licensed physician, nurse practitioner or physician assistant certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off, phone certification must be followed by written certification within 7 days.

**'AND'**

2. Make some equitable arrangement to pay the company your current bills for service.

#### IMPORTANT TO KNOW

Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

¡Atención! Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar a 1-888-480-1533.

Send payment in the enclosed envelope or pay your bill at an authorized payment location or PECO Energy's Main Office (23rd & Market Streets Philadelphia). To pay by credit card or check by phone, call 1-877-432-9384. The service provider will charge a convenience fee.

See other side for more information

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 800-494-4000

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If you have questions or need more information, please call us today at 1-888-480-1533. After you talk with us, if you are not satisfied, you may file a complaint with the Pennsylvania Public Utility Commission (PUC). The PUC may delay the shut off if you file the complaint before the shut off date. To contact the PUC call 1-800-692-7380 or write to: Pennsylvania Public Utility Commission, Box 3265, Harrisburg, PA 17105-3265.

**WINTER SHUT-OFF PROVISIONS (between Dec.1 - Mar.31)**



- **Contact us BEFORE the shut-off date** to give us household income and occupant information to see if you qualify for any assistance programs.
- If your income is below 250 percent of the federal poverty guideline, we must first ask the PUC for permission to shut off your service. Add together the monthly income of the adults in your household. If that number is the same or less than the amount listed in chart below for your household size, call us immediately at 1-888-480-1533. You will be required to provide us with proof of your income.

Monthly Income at 250 percent of Federal Poverty Level:

Household Size	1	2	3	4
Monthly Income	\$3,138	\$4,258	\$5,379	\$6,500

Add \$1,121 for each additional household member.

- **If we shut off your service between Dec.1 - Mar.31**, we will turn your service on within 24 hours of you meeting all requirements/conditions to have service reconnected.

**IMPORTANT TO KNOW - BEFORE WE SHUT OFF YOUR UTILITY SERVICE**

- PECO provides victims of domestic abuse and violence options and protections to start and keep electric and natural gas service. To qualify, customers can submit a current Protection From Abuse (PFA) or other court order showing domestic violence against the applicant or customer. **For more information, please contact us at: 1-888-480-1533.**
- Documentation of your income will be required, such as pay stubs or tax documents.
- If your landlord pays your utility bill, you have certain legal protections. Call us at 1-800-494-4000.
- If you have trouble understanding or speaking English, please call us at 1-888-480-1533.
- If you have a disability or need help understanding this notice, please call us at 1-888-480-1533.
- If your service is shut off, you will have to pay more than the amount due on the front of this notice to have your service turned back on. You also may have to pay any additional bills that have become past due.
- All adult occupants of the premise whose names are on the mortgage, deed, or lease are considered the 'customer' and are responsible for payment of this bill.
- If service is shut off, ANY adult occupant who has been living at the premise may have to pay all or portions of this bill to have service restored.
- If your service is shut off, you must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.
- **If we shut off your service between Apr.1-Nov.30**, we will turn your service on within 3 days of you meeting all requirements/conditions to have service reconnected.

¡Atención! Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar a 1-888-480-1533.

**LIHEAP**, which is the **Low-Income Home Energy Assistance Program**, has money available that could help you keep your PECO electric and gas service active during the winter. **LIHEAP** is open every year Nov.1 to Apr.1 or until money runs out (*individual dates vary each year*). **DO NOT HESITATE; APPLY for LIHEAP AS SOON AS POSSIBLE DURING THE LIHEAP SEASON.**

**Call PECO's LIHEAP HELPLINE at  
1-800-34-HELP-4  
(1-800-344-3574)**

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CUSTOMER CONTACT INFO

Morris,Vernice, 7823 Walker St, Philadelphia, (EU) Credit & Collections/(PECO) Letter - Disconnect Notice - Residential, Contacted 04-16-2025

CUSTOMER CONTACT ID

[REDACTED]

		CHARACTERISTIC TYPE	CHARACTERISTIC VALUE
+		* <input type="text" value="CMDISCAR"/> Q Disconnect Notice Amount	<input type="text" value="244.50"/>
+		* <input type="text" value="CMLTRNBR"/> Q Letter Number	<input type="text" value="0112"/> Q TEN DAY NOTICE RESIDENTIAL - PECO
+		* <input type="text" value="CMNEWBIL"/> Q (PECO) New Billing Amount	<input type="text" value="94.15"/>

AcctNumber	Recipient	Channel	Notification Name	Delivery Status	Call Date And Time.1	Call Date And
[REDACTED]	2678864688	VOICE	72hr collection calls	Answered	Friday, April 25, 2025	5:03:00 PM
[REDACTED]	2678864688	VOICE	72hr collection calls	Answering Machine	Thursday, April 24, 2025	9:15:00 AM
[REDACTED]	2678864688	VOICE	Proactive call	Answered	Wednesday, March 12, 2025	10:21:00 AM
[REDACTED]	2678864688	VOICE	Proactive call	Answering Machine	Tuesday, March 04, 2025	10:21:00 AM



April 23, 2025

Vernice Morris  
7823 Walker Street  
Philadelphia, PA 19136

RE: PECO Energy Account No. [REDACTED]  
Service to 7823 Walker St, Philadelphia, PA, 19136

Dear Sir or Madam:

I am an attorney for PECO Energy Company ("PECO") and represent the company in credit and collection matters. I am in receipt of your documents concerning service to 7823 Walker Street, Philadelphia. PECO accepts only cash, certified checks, money orders, and valid bank checks in payment of utility accounts. PECO will not apply as credit to your account any non-negotiable documents, consent of surety, sight drafts, Acceptance for Value, UCC Certified Tender of Payments, or other UCC documents.

Please be further advised that PECO Energy Company is a Pennsylvania utility governed by the laws of the Commonwealth and PECO's tariffs, as approved by the Pennsylvania Public Utility Commission (the "PUC"). The PUC determined that these documents are not an acceptable form of payment for your utility bill in the case James Coppedge v. PECO, Docket No. F-2014-2406180 (Order entered Jul. 29, 2014).

Failure to pay your utility bill using an acceptable form of payment may result in termination of your service.

Sincerely,

*Lynn R. Zack*

Lynn R. Zack  
Assistant General Counsel



Case Search | Case Opened | Case Closed | Reports Data | Misc. | Contact Us | Logout  
OP-Customer Details | OP-Case Details | OP-Other Details |

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Welcome to - Case Opened - Case Details

Case#: 4060284

Utility Name: PECO Energy  
 Utility Type: Electric Distributor  
 Date Opened: 05/02/2025  
 Reason For Contact: OFF NOW ON - 64 AND 76 ORIGINAL CODE (#86)  
 Other Related Information/Disputes: 76- Customer services are off with dispute. Customer not seeking PAR Complainant: VERNICE MORRIS General Delivery #: 7823 Walker Street Philadelphia, PA 19136 PECO Account #: [REDACTED] Respondent: Philadelphia Electric Company (PECO) / Exelon 2301 Market Street, N4-3 Philadelphia, PA 19101 Nature of Complaint: I am filing a formal complaint and emergency request for intervention against PECO for unlawfully terminating my electricity service on May 1, 2025, while in the middle of an ongoing legal and administrative dispute regarding payment. I submitted a lawful Bill of Exchange tender on April 4, 2025, in the amount of \$338.65 to satisfy my account, along with supporting documentation and Power of Attorney. PECO responded via a letter dated April 23, 2025, rejecting the tender. I issued a 2nd Notice to Cure via certified mail on April 27, 2025, requesting review and good faith resolution. On May 1, 2025, without waiting for the certified Notice to Cure to be processed or allowing a reasonable opportunity for resolution, PECO disconnected my electricity. The current amount in question is only \$244.50, and this disconnection is retaliatory, harmful, and possibly unlawful. PECO is in violation of: The Public Utility Code, PUC rules regarding shutoff during active disputes, Due process rights, And possibly federal consumer protections under 15 U.S.C. §1666(e). I am requesting: Immediate restoration of service, Investigation into PECO's conduct, Full review of my tender and documentation, And confirmation that PECO will not retaliate for my good-faith attempts to resolve the matter lawfully. I reserve all rights without prejudice under UCC 1-308. Signed: Vernice Morris, Beneficiary & Agent for Principal Date: May 1, 2025 - Relief Sought - I am requesting: Immediate restoration of service, Investigation into PECO's conduct, Full review of my tender and documentation, And confirmation that PECO will not retaliate for my good-faith attempts to resolve the matter lawfully. The Cell Phone Number (267) 886 - 4688 has been allowed to be shared. The

Email Address vernydoo22@yahoo.com has been allowed to be shared.

**Company Position:** 04/25/2025 I'm in an ongoing legal and administrative correspondence with PECO. (Lynn R. Zack, Assistant General Counsel) they did not accept my paperwork however; I tendered lawful payment on April 4, 2025. With instructions I responded to PECO's April 23, 2025 letter via certified mail on April 27, 2025. PECO disconnected my electric service on May 1, 2025, in the middle of our legal and administrative process. This is causing irreparable harm, and you request immediate restoration and PUC interventi

**Misc. Information:**

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You are presently logged into PUC/BCS Web Application as PECO Energy



Case Search | Case Opened | Case Closed | Reports Data | Misc. | Contact Us | Logout  
CL-Customer Details | CL-Case Details I | CL-Case Details II |

View For Printing

Welcome to - Case Closed - Case Details I

<b>Case#: 4060284</b>	
Utility Name:	PECO Energy
Decision Issue:	Yes
Oral/Written:	W
Violation:	NO
Chapter 56/64/Other:	
Section/Rule:	
Total Balance:	\$95.51
Closing Date:	05/13/2025
Resolution:	Decision Issued: The Customer was properly notified of the pending termination in accordance with 52 Pa. § 56.91(a) and 52 Pa. § 56.93(a)(1). The Company properly terminated the Customer's service in accordance with Pa. Regulation § 56.81. The Customer's service was restored on 5/1/2025 after acceptable payment was made. Therefore, this informal complaint is dismissed.
Service Restored Pay(Offs):	\$0.00
Account Balance Date:	05/09/2025
Keep Service on Pay(Remed):	\$0.00
By:	
Terms:	Begining
Special Budget/Opt Payment:	\$0.00
Regular Budget Amount:	\$128.00
Plus Pay Toward Arrears:	\$0.00
Final Monthly Pay:	\$0.00
Current Monthly Pay:	\$0.00
End of Month Payment:	\$0.00

You are presently logged into PUC/BCS Web Application as PECO Energy



Bill Account Nbr [REDACTED]

CIMs Archived Contacts

Bill Account Nbr	Contact Typ Desc	Create Dt Tm	Remarks	Company Nbr	User Nm
[REDACTED]	(EU) Payment Memo	7/28/2025 10:45:29 AM	SOURCE=PYMTUSPC Payment: \$ 112.00	PECO	System, English
[REDACTED]	(PECO) Severance Cancelled	7/28/2025 10:45:29 AM	Balance reduced below applicable cancellation threshold.	PECO	System, English
[REDACTED]	(EU) Successful Payment WEB	7/28/2025 10:34:28 AM	A \$112.00 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** [REDACTED] HAS BEEN SCHEDULED FOR 07/28/2025	PECO	System, English
[REDACTED]	(PECO) Dialer - 72 Hour Notice 1	7/18/2025 1:57:48 PM	Phone Number Called: 2678864688 ,Call Result: SUCCESSFUL ,Date of Call: 2025-07-22 ,Time of Call: 17:05 ,Service Class: RES ,Record Type: 72-Hour Customer Call 1 ,Amount Due at Time of call: \$108.61 ,Service Amount Due: \$108.61 ,Total Balance: \$108.61	PECO	FUSION, AGENTS11
[REDACTED]	(PECO) Letter - Disconnect Notice - Residential	7/11/2025 5:56:12 AM		PECO	System, English
[REDACTED]	(PECO) Dialer - Proactive Call 1	6/26/2025 5:59:32 AM	Phone Number Called: 2678864688 ,Call Result: Gave live message to account holder ,Date of Call: 2025-06-26 ,Time of Call: 10:08 ,Service Class: RES ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$108.61 ,Service Amount Due: \$121.50 ,Total Balance: \$121.50	PECO	FUSION, AGENTS11
[REDACTED]	(PECO) Agent 511 Planned Outage	2/4/2025 12:09:23 PM	A No Outage (Veg Mgmt) msg was sent on 02/04/2025 12:00:56 via VOICE to address Veg Mgmt (no outage). Work to occur within the next several months. INTERNAL USE ONLY:Requested by Jake Cabry at 8003116345 for Veg Mgmt	PECO	FUSACCOUNT, SVC
[REDACTED]	(EU) Payment Memo	1/26/2025 11:56:09 PM	SOURCE=PYMTUSPC Payment: \$ 22.91	PECO	System, English
[REDACTED]	(EU) Successful Payment WEB	1/26/2025 9:56:20 PM	A \$22.91 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** [REDACTED] HAS BEEN SCHEDULED FOR 01/27/2025	PECO	System, English
[REDACTED]	(EU) Payment Memo	12/29/2024 12:45:23 PM	SOURCE=PYMTUSPC Payment: \$ 31.63	PECO	System, English
[REDACTED]	(EU) Successful Payment WEB	12/29/2024 12:40:36 PM	A \$31.63 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** [REDACTED] HAS BEEN SCHEDULED FOR 12/29/2024	PECO	System, English
[REDACTED]	(EU) Payment Memo	10/31/2024 10:12:49 PM	SOURCE=PYMTUSPC Payment: \$ 132.71	PECO	System, English
[REDACTED]	(PECO) Canceled Collection Process due to Payment/Adjustment	10/31/2024 10:12:49 PM		PECO	System, English

	(EU) Successful Payment WEB	10/31/2024 8:34:49 PM	A \$132.71 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** HAS BEEN SCHEDULED FOR 11/01/2024	PECO	System, English
	(EU) Billing Miscellaneous	10/30/2024 11:53:37 AM	acct holder called about being in active collections when her bill due date is today and shes not past due yet transferred to fcc both accts in active collections	PECO	BARD, ALEXUS
	(PECO) Dialer - Proactive Call 1	10/22/2024 7:28:20 AM	Phone Number Called: 2678864688 ,Call Result: Record was not attempted ,Date of Call: 2024-10-22 ,Time of Call: : ,Service Class: RES ,Record Type: Dialer Proactive Call 1 ,Amount Due at Time of call: \$132.71 ,Service Amount Due: \$132.71 ,Total Balance: \$132.71	PECO	FUSION, AGENTS11
	(EU) Payment Memo	8/3/2024 6:36:03 PM	SOURCE=PYMTUSPC Payment: \$ 14.39	PECO	System, English
	(EU) Successful Payment WEB	8/3/2024 6:25:32 PM	A \$14.39 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** HAS BEEN SCHEDULED FOR 08/03/2024	PECO	System, English
	(EU) Payment Memo	6/29/2024 1:13:48 PM	SOURCE=PYMTUSPC Payment: \$ 10.86	PECO	System, English
	(EU) Successful Payment WEB	6/29/2024 12:57:20 PM	A \$10.86 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** HAS BEEN SCHEDULED FOR 06/29/2024	PECO	System, English
	(EU) Payment Memo	5/18/2024 3:41:53 PM	SOURCE=PYMTUSPC Payment: \$ 20.69	PECO	System, English
	(EU) Successful Payment WEB	5/18/2024 3:35:40 PM	A \$20.69 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** HAS BEEN SCHEDULED FOR 05/18/2024	PECO	System, English
	(EU) Payment Memo	4/8/2024 9:33:40 PM	SOURCE=PYMTUSPC Payment: \$ 10.63	PECO	System, English
	(EU) Successful Payment WEB	4/8/2024 9:30:31 PM	A \$10.63 ECHECK PAYMENT USING BANK ACCOUNT ENDING IN ***** HAS BEEN SCHEDULED FOR 04/09/2024	PECO	System, English
	(EU) Miscellaneous	4/4/2024 3:12:57 PM	sd unable to go online--expl password on acct--wants removed--verified passord/ss#--deleted password	PECO	ORTIZ, LYSSETT
	Miscellaneous	4/4/2024 3:12:57 PM	sd unable to go online--expl password on acct--wants removed--verified passord/ss#--deleted password	PECO	ORTIZ, LYSSETT
	(EU) Special Notation	3/22/2024 2:54:57 PM	(EU) Account's Password - hope peace love (call owner for approval when someone wants to start service)	PECO	ROBERTS, AMONI
	(EU) Miscellaneous	3/22/2024 1:58:39 PM	cust Vernice Morris (267) 886-4688 called to verify that her services had started and asked about her welcome letter and online access, informed her services have started in her name as of 03/21/22, now she is able to have online access, would like to know how to suspend acct or not allow anyone else to start service there, informed her of possible password protection xfrd to RB for further assistance.	PECO	CAMPBELL, KIMBERLY
	(EU) Miscellaneous	3/13/2024 10:17:29 AM	Transfer Fee   Welcome Package   Expectation Date provided   Sales Tax Reviewed   Low Income explained   Customer's Lights On   Customer's Fuse Policy / Smart Meter   CRP / Move Assist explained   8 am policy, gvn porch and recap.	PECO	BADISETTI, VENKATA R
	(EU) Start Service Customer Contact	3/13/2024 10:16:18 AM	Start Date:2024-03-21; Start Method:Order Package; Premise ID:5675061000; Address:48 E Hortter St; Requested By:Morris,Vernice; Service Agreement IDs:4149978780	PECO	BADISETTI, VENKATA R



**Bills & Payment Statement**

Account Information	
Account Number:	[REDACTED]
Customer Name:	Morris, Vernice
Meter Bill Group:	Monthly - Cycle 17
Account Status:	Active
Service Address:	48 E Hortter St, Philadelphia, PA 19119
Billing Address:	
Requested By:	

Account Balances	
Current Bill:	11.30
Bill Prior:	11.30
Deposit Requested:	0.00
Deposit On-Hand:	0.00
CAP Pre-program Arrears:	0.00
Payment Agreement Balance:	0.00
Account Balance:	34.11

Rate Schedule	
Rate Schedule:	PECO Electric Residential Service

**Account Activity**

Transaction Date	Transaction Type	Billing Period	Reading Type	Meter #	Usage Type	Usage Qty	Current Amount	Current Balance	Payoff Amount	Payoff Balance	Total Bill	Heating Degree Days	Deferred Amt	Bill Due Dt
31-AUG-2025	MONTH-END BALANCE					0	0.00	34.11	0.00	34.11	0.00	0	0.00	
26-AUG-2025	REGULAR BILL:	25-JUL-25 to 25-AUG-25				0	11.30	34.11	0.00	34.11	11.30	0	0.00	16-SEP-25
25-AUG-2025	BILL-Elec - Residential	25-JUL-25 to 25-AUG-25	Regular	A120993783	KWH	0	11.30	0.00	11.30	0.00	0.00	0	0.00	
31-JUL-2025	MONTH-END BALANCE					0	0.00	22.53	0.00	22.53	0.00	0	0.00	
28-JUL-2025	PAYMENT					0	-112.00	0.00	-112.00	0.00	0.00	0	0.00	
26-JUL-2025	REGULAR BILL:	25-JUN-25 to 25-JUL-25				0	11.30	134.53	0.00	134.53	11.30	0	0.00	18-AUG-25
25-JUL-2025	BILL-Elec - Residential	25-JUN-25 to 25-JUL-25	Regular	A120993783	KWH	0	11.30	0.00	11.30	0.00	0.00	0	0.00	
30-JUN-2025	MONTH-END BALANCE					0	0.00	121.50	0.00	121.50	0.00	0	0.00	
26-JUN-2025	REGULAR BILL:	27-MAY-25 to 25-JUN-25				0	11.33	121.50	0.00	121.50	11.33	0	0.00	17-JUL-25
25-JUN-2025	BILL-Elec - Residential	27-MAY-25 to 25-JUN-25	Regular	A120993783	KWH	0	11.33	0.00	11.33	0.00	0.00	0	0.00	
31-MAY-2025	MONTH-END BALANCE					0	0.00	108.61	0.00	108.61	0.00	0	0.00	
27-MAY-2025	BILL-Elec - Residential	24-APR-25 to 27-MAY-25	Regular	A120993783	KWH	7	12.66	0.00	12.66	0.00	0.00	0	0.00	
27-MAY-2025	REGULAR BILL:	24-APR-25 to 27-MAY-25				0	12.66	108.61	0.00	108.61	12.66	0	0.00	18-JUN-25
30-APR-2025	MONTH-END BALANCE					0	0.00	94.58	0.00	94.58	0.00	0	0.00	
25-APR-2025	REGULAR BILL:	25-MAR-25 to 24-APR-25				0	20.03	94.58	0.00	94.58	20.03	0	0.00	16-MAY-25
24-APR-2025	BILL-Elec - Residential	25-MAR-25 to 24-APR-25	Regular	A120993783	KWH	46	20.03	0.00	20.03	0.00	0.00	0	0.00	
31-MAR-2025	MONTH-END BALANCE					0	0.00	73.48	0.00	73.48	0.00	0	0.00	
25-MAR-2025	BILL-Elec - Residential	21-FEB-25 to 25-MAR-25	Regular	A120993783	KWH	56	23.76	0.00	23.76	0.00	0.00	0	0.00	
25-MAR-2025	REGULAR BILL:	21-FEB-25 to 25-MAR-25				0	23.76	73.48	0.00	73.48	23.76	0	0.00	16-APR-25
28-FEB-2025	MONTH-END BALANCE					0	0.00	49.00	0.00	49.00	0.00	0	0.00	
22-FEB-2025	REGULAR BILL:	23-JAN-25 to 21-FEB-25				0	22.18	49.00	0.00	49.00	22.28	0	0.00	17-MAR-25
21-FEB-2025	BILL-Elec - Residential	23-JAN-25 to 21-FEB-25	Regular	A120993783	KWH	58	22.18	0.00	22.28	0.00	0.00	0	0.00	
31-JAN-2025	MONTH-END BALANCE					0	0.00	26.34	0.00	26.34	0.00	0	0.00	
27-JAN-2025	PAYMENT					0	-22.91	0.00	-22.91	0.00	0.00	0	0.00	
24-JAN-2025	REGULAR BILL:	19-DEC-24 to 23-JAN-25				0	26.01	49.25	0.00	49.25	26.01	0	0.00	14-FEB-25
23-JAN-2025	BILL-Elec - Residential	19-DEC-24 to 23-JAN-25	Regular	A120993783	KWH	81	26.01	0.00	26.01	0.00	0.00	0	0.00	
31-DEC-2024	MONTH-END BALANCE					0	0.00	22.91	0.00	22.91	0.00	0	0.00	
30-DEC-2024	PAYMENT					0	-31.63	0.00	-31.63	0.00	0.00	0	0.00	
19-DEC-2024	BILL-Elec - Residential	20-NOV-24 to 19-DEC-24	Regular	A120993783	KWH	56	22.48	0.00	22.48	0.00	0.00	0	0.00	
19-DEC-2024	REGULAR BILL:	20-NOV-24 to 19-DEC-24				0	22.48	54.54	0.00	54.54	22.48	0	0.00	10-JAN-25
30-NOV-2024	MONTH-END BALANCE					0	0.00	31.63	0.00	31.63	0.00	0	0.00	
21-NOV-2024	REGULAR BILL:	22-OCT-24 to 20-NOV-24				0	16.77	31.63	0.00	31.63	16.77	0	0.00	13-DEC-24
20-NOV-2024	BILL-Elec - Residential	22-OCT-24 to 20-NOV-24	Regular	A120993783	KWH	34	16.77	0.00	16.77	0.00	0.00	0	0.00	
01-NOV-2024	PAYMENT					0	-132.71	0.00	-132.71	0.00	0.00	0	0.00	
31-OCT-2024	MONTH-END BALANCE					0	0.00	147.39	0.00	147.39	0.00	0	0.00	
23-OCT-2024	REGULAR BILL:	23-SEP-24 to 22-OCT-24				0	12.70	147.39	0.00	147.39	12.70	0	0.00	13-NOV-24
22-OCT-2024	BILL-Elec - Residential	23-SEP-24 to 22-OCT-24	Regular	A120993783	KWH	11	12.70	0.00	12.70	0.00	0.00	0	0.00	
30-SEP-2024	MONTH-END BALANCE					0	0.00	132.71	0.00	132.71	0.00	0	0.00	
23-SEP-2024	BILL-Elec - Residential	22-AUG-24 to 23-SEP-24	Regular	A120993783	KWH	18	13.88	0.00	13.88	0.00	0.00	0	0.00	
23-SEP-2024	REGULAR BILL:	22-AUG-24 to 23-SEP-24				0	13.88	132.71	0.00	132.71	13.88	0	0.00	15-OCT-24

23-SEP-2024	ADJUSTMENT: Transfer -			A120993783		0	45.73	0.00	45.73	0.00	0.00	0	0.00	
23-SEP-2024	ADJUSTMENT: Transfer -			A120993783		0	44.86	0.00	44.86	0.00	0.00	0	0.00	
31-AUG-2024	MONTH-END BALANCE					0	0.00	27.83	0.00	27.83	0.00	0	0.00	
22-AUG-2024	BILL-Elec - Residential	24-JUL-24 to 22-AUG-24	Regular	A120993783	KWH	17	13.71	0.00	13.71	0.00	0.00	0	0.00	
22-AUG-2024	REGULAR BILL:	24-JUL-24 to 22-AUG-24				0	13.71	27.83	0.00	27.83	13.71	0	0.00	13-SEP-24
22-AUG-2024	ADJUSTMENT: Elec - Late			A120993783		0	0.20	0.00	0.20	0.00	0.00	0	0.00	
05-AUG-2024	PAYMENT					0	-14.39	0.00	-14.39	0.00	0.00	0	0.00	
31-JUL-2024	MONTH-END BALANCE					0	0.00	28.31	0.00	28.31	0.00	0	0.00	
24-JUL-2024	BILL-Elec - Residential	24-JUN-24 to 24-JUL-24	Regular	A120993783	KWH	17	13.71	0.00	13.71	0.00	0.00	0	0.00	
24-JUL-2024	REGULAR BILL:	24-JUN-24 to 24-JUL-24				0	13.71	28.31	0.00	28.31	13.71	0	0.00	15-AUG-24
24-JUL-2024	ADJUSTMENT: Elec - Late			A120993783		0	0.21	0.00	0.21	0.00	0.00	0	0.00	
01-JUL-2024	PAYMENT					0	-10.86	0.00	-10.86	0.00	0.00	0	0.00	
30-JUN-2024	MONTH-END BALANCE					0	0.00	25.25	0.00	25.25	0.00	0	0.00	
25-JUN-2024	REGULAR BILL:	23-MAY-24 to 24-JUN-24				0	14.23	25.25	0.00	25.25	14.23	0	0.00	16-JUL-24
24-JUN-2024	BILL-Elec - Residential	23-MAY-24 to 24-JUN-24	Regular	A120993783	KWH	20	14.23	0.00	14.23	0.00	0.00	0	0.00	
24-JUN-2024	ADJUSTMENT: Elec - Late			A120993783		0	0.16	0.00	0.16	0.00	0.00	0	0.00	
31-MAY-2024	MONTH-END BALANCE					0	0.00	10.86	0.00	10.86	0.00	0	0.00	
24-MAY-2024	REGULAR BILL:	24-APR-24 to 23-MAY-24				0	10.86	10.86	0.00	10.86	10.86	0	0.00	14-JUN-24
23-MAY-2024	BILL-Elec - Residential	24-APR-24 to 23-MAY-24	Regular	A120993783	KWH	1	10.86	0.00	10.86	0.00	0.00	0	0.00	
20-MAY-2024	PAYMENT					0	-20.69	0.00	-20.69	0.00	0.00	0	0.00	
30-APR-2024	MONTH-END BALANCE					0	0.00	20.69	0.00	20.69	0.00	0	0.00	
24-APR-2024	BILL-Elec - Residential	26-MAR-24 to 24-APR-24	Regular	A120993783	KWH	56	20.69	0.00	20.69	0.00	0.00	0	0.00	
24-APR-2024	REGULAR BILL:	26-MAR-24 to 24-APR-24				0	20.69	20.69	0.00	20.69	20.69	0	0.00	16-MAY-24
09-APR-2024	PAYMENT					0	-10.63	0.00	-10.63	0.00	0.00	0	0.00	
31-MAR-2024	MONTH-END BALANCE					0	0.00	10.63	0.00	10.63	0.00	0	0.00	
26-MAR-2024	BILL-Elec - Residential	21-MAR-24 to 26-MAR-24	Regular	A120993783	KWH	16	4.63	0.00	4.63	0.00	0.00	0	0.00	
26-MAR-2024	REGULAR BILL:	21-MAR-24 to 26-MAR-24				0	4.63	10.63	0.00	10.63	4.63	0	0.00	17-APR-24
26-MAR-2024	ADJUSTMENT:			A120993783		0	6.00	0.00	6.00	0.00	0.00	0	0.00	



**TEN DAY SHUT OFF NOTICE  
(AVISO SUSPENSION DE SERVICIO EN 10 DIAS)**

Name:  
Your Account Number Is: \_\_\_\_\_

Past Due Amount:

For Service To:  
Date Prepared:

**Your Electric/Gas Service May Be Shut Off!**  
Because your bill is past due, we will shut off on or after 8:00 a.m.  
***This notice is effective for 60 days.***

**We will NOT shut off your electric/gas service if you do ONE of the following:**

- Pay \$\_\_\_\_\_ in full before \_\_\_\_\_ this includes any amount you owe on your payment plan. This notice is effective for **60 days**.
- Pay the catch-up amount on your agreement if it has defaulted. Call 1-888-480-1533 for the amount.
- Show us a paid receipt for the past due amount.
- You may be eligible for a payment agreement or special assistance programs. Call **1-888-480-1533 right away** if you dispute this bill or to provide us with household income and occupant information.
- **To talk about your bill, please call our office at 1-888-480-1533.**

**WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.**

If we shut off your electric/gas service, you may have to pay all of the following before we can turn your service on:

- Past Due Amount of \$\_\_\_\_\_ and
- Deposit past Due Amount of \$\_\_\_\_\_
- Agreement Unbilled Balance \$\_\_\_\_\_
- Total \$\_\_\_\_\_

\*If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

\*\*If your service is shut off, you may have to make substantial payments in order to have your service restored. In addition to any balance owed, you will have to pay a Reconnection Charge of between \$20.00 and \$1,700.00. This fee amount is set by PECO's tariff and based on how much work is needed to restore your service. You may also be required to pay a deposit equal to two times your average monthly usage.

**MEDICAL EMERGENCY NOTICE**

**Let us know** if you or anyone presently and normally living in your home is **SERIOUSLY ILL**. **WE WILL NOT SHUT OFF YOUR SERVICE** during such an illness provided you:

1. Have your licensed physician or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off, phone certification must be followed by written certification within 7 days. 'AND'
2. Make some equitable arrangement to pay the company your current bills for service.

**IMPORTANT TO KNOW**

Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

Atencion ! Este es en mensaje muy importante. Si usted no lo entiende, favor de llama a 1-888-480-1533

If you have questions or need more information, please call us today at 1-800-494-4000. After you talk with us, if you are not satisfied, you may file a complaint with the Public Utility Commission (PUC). The PUC may delay the shut off if you file the complaint before the shut off date. To contact them call 1-800-692-7380 or write to: Pennsylvania Public Utility Commission, Box 3265, Harrisburg, PA 17105-3265.

**WINTER SHUT-OFF PROVISIONS (between December 1 – March 31)**

- **Contact us BEFORE the shut-off date** to give us household income and occupant information to see if you qualify for any assistance programs.
- If your income is below 250 percent of the federal poverty guideline, we must first ask the PUC for permission to shut off your service. Add together the monthly income of the adults in your household. If that number is the same or less than the amount listed in chart below for your household size, call us immediately at 1-888-480-1533. You will be required to provide us with proof of your income.

**Monthly Income at 250 percent of Federal Poverty Level:**

Household Size	1	2	3	4
Monthly Income	\$3,137.50	\$4,258.33	\$5,379.17	\$6,500.00

Add \$1,071 for each additional household member.

- **If we shut off your service between Dec. 1 - Mar. 31**, we will turn your service on within 24 hours of you meeting all requirements/conditions to have service reconnected.

**IMPORTANT TO KNOW – ABOUT YOUR UTILITY SERVICE**

- PECO provides victims of domestic abuse and violence options and protections to start and keep electric and natural gas service. To qualify, customers can submit a current Protection From Abuse (PFA) or other court order showing domestic violence against the applicant or customer. For more information, please contact us at: 1-888-480-1533.
- You may be eligible for a payment agreement or special assistance programs. **Call 1-888-480-1533 right away to provide us with household income and occupant information.** Documentation of your income will be required, such as pay stubs or tax documents.
- If your landlord pays your utility bill, you have certain legal protections. Call us at 1-800-494-4000.
- If you have trouble understanding or speaking English, please call us at 1-800-494-4000.
- If you have a disability or need help understanding this notice, please call us at 1-800-494-4000.
- Termination of service may result in extensive property damage. You are responsible for taking all steps necessary to protect the property and occupants. You may want to turn off the water so the pipes do not freeze. If you do not own the property, you are responsible for notifying your landlord that the service is off.
- Use only equipment that is made for home heating. Use all types of heaters carefully. Follow all directions for safe use. NEVER use your oven, grill, or clothes dryer to heat your home. This could cause a fire or dangerous carbon monoxide gas.
- If your service is shut off, you may have to pay more than the amount on the front of this notice to have your service turned back on. You may have to pay any additional bills that have become past due.
- All adult occupants of the premise whose names are on the mortgage, deed, or lease are considered the 'customer' and are responsible for payment of this bill.
- If service is shut off, ANY adult occupant who has been living at the premise may have to pay all or portions of this bill to have service restored.
- If your service is shut off, you must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.
- **If we shut off your service during the NON-winter months (between Apr. 1 – Nov. 30)** we will restore your service within 3 days of your meeting all requirements/conditions to have service reconnected. Where street digging is required, it may take up to 7 days.

**Atencion ! Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar a 1-800-494-4000.**

**PECO's Call Center hours are Monday through Friday, from 7:00 a.m. to 7:00 p.m.**

**To pay by credit card or check by phone, call 1-877-432-9384.**

**Payment Options:** For your convenience, we offer the following payment options. Call us for more information about them. **Do not mail cash.** Bring entire form with you when paying in person.

- Online Payment
- Automatic Payment
- Pay-by-Phone: 1-800-494-4000
- Pay-by-Mail: P.O. Box 13437, Philadelphia, PA 19101
- Pay at Authorized Payment Location
- PECO Mobile App

**Pay ONLY where you see a PECO authorized payment sign.**



PECO Rev. (02/2024)

CUSTOMER CONTACT INFO Morris, Vernice, 48 E Hortter St, Philadelphia, (EU) Credit & Collections/(PECO) Letter - Disconnect Notice - Residential, Contacted 07-11-2025 CUSTOMER CONTACT ID [REDACTED]

		CHARACTERISTIC TYPE	CHARACTERISTIC VALUE
+		<input type="text" value="CMDISCAR"/> Disconnect Notice Amount	108.61
+		<input type="text" value="CMLTRNBR"/> Letter Number	0112 <input type="text" value="TEN DAY NOTICE RESIDENTIAL - PECO"/>
+		<input type="text" value="CMNEWBIL"/> (PECO) New Billing Amount	12.89

**Vernice Morris established electric service in her name at the address of 48 E Hortter St, Philadelphia PA 19119, effective 03/21/24.**

AcctNumber	Recipient	Channel	Notification Name	Delivery Status	Call Date And Time.1	Call Date And Tim
[REDACTED]	2678864688	VOICE	72hr collection calls	Answered	Tuesday, July 22, 2025	5:05:00 PM
[REDACTED]	2678864688	VOICE	72hr collection calls	Answered	Monday, July 21, 2025	10:05:00 AM
[REDACTED]	2678864688	VOICE	Proactive call	Answered	Thursday, June 26, 2025	10:08:00 AM

# JUDICIAL NOTICE

**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 Intervenors 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. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 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, appearing to read "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

# JUDICIAL NOTICE

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

Public Meeting held August 1, 2024

Commissioners Present:

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

Karen Feitt & Higinio Mendoza Jr.

C-2022-3037095

v.

Duquesne Light Company

## **OPINION AND ORDER**

### **BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is a Petition for Rehearing or Reconsideration (Petition) filed by Karen Feitt and Higinio Mendoza Jr. (Petitioners or Complainants) on December 15, 2023, seeking reconsideration of the final Commission Opinion and Order entered on December 7, 2023 (*December 7, 2023 Order*) in the above-captioned

proceeding. On consideration of the Petition,<sup>1</sup> it shall be denied. We shall, hereby, relinquish jurisdiction of this matter and request the Secretary mark this docket closed.

### **Background**

This proceeding is a formal complaint (Complaint) brought by the Petitioners naming Duquesne Light Company (Duquesne or Respondent) as Respondent. By Order entered December 21, 2023, we granted reconsideration of the Petition, within the meaning of Pa. R.A.P. 1701(b)(3), pending review of, and consideration on, the merits. No Answer to the Petition is noted on the Commission dockets.<sup>2</sup>

On December 5, 2022, Karen Feitt and Higinio Mendoza Jr. filed a Complaint against Duquesne. The Complaint was filed subsequent to a Commission, Bureau of Consumer Services (BCS), Informal Complaint closed on September 29, 2022. *See* BCS # 3854655; *December 7, 2023 Order* at 2.

In the Complaint, the Petitioners asserted vague and unsubstantiated legal theories under which they, *inter alia*, took the position that indebtedness incurred by them to Duquesne for past due utility bills rendered for electric utility service provided to their Service Address were not due and payable. The bills for electric utility service from

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<sup>1</sup> Subsequent to the final Commission Order in this matter, the Petitioners submitted to the Commission documents styled, “Motion . . . to Dismiss and Reconsider New Hearing” (December 22, 2023), an “Answer . . .” to the Petition (January 18, 2024) and “Executor Letter” (January 25, 2024). These submittals are non-permitted pleadings under the Commission’s Rules of Practice and Procedure. We shall not consider these documents in the instant, Opinion and Order.

<sup>2</sup> By Commission Secretarial Letter dated January 3, 2024, a copy of the Petition was served on the participants to the proceeding as no Certificate of Service evidencing service of the Petition was attached. We also note that Commission dockets indicate that on January 10, 2024, counsel for Duquesne filed a Notice of Withdrawal of Appearance.

Duquesne were issued pursuant to a Commission-approved tariff. Petitioners, in reliance on the vague and unsubstantiated legal theories raised in the Complaint and expressed in pleadings, appeared to take the position, in pertinent part, that the utility bills at issue were contestable as a result of these theories and that they were entitled to withhold payment pending, *inter alia*, some form of accounting. *December 7, 2023 Order* at 3.

Duquesne filed an Answer to the Complaint. Duquesne admitted to issuing a service termination notice to the Complainants for past due utility bills. However, Duquesne denied that there were any incorrect charges on the said bills. Duquesne also filed Preliminary Objections seeking the dismissal of the Complaint. *December 7, 2023 Order* at 4.

The matter was assigned to Administrative Law Judge (ALJ) Mary D. Long as presiding officer. By order entered January 9, 2023, ALJ Long sustained Duquesne's Preliminary Objections in part. The ALJ concluded that the Petitioners conceded that the Commission did not have jurisdiction to adjudicate certain of their claims which arose pursuant to federal law. However, the ALJ also held that the Complainants could proceed with their claim(s) that there were incorrect charges on their bill(s). *See, e.g. Alkhatib v. EPOC Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012) (*Alkhatib*). *December 7, 2023 Order* at 4.

On March 21, 2023, a hearing was convened as mediation between the Parties proved unsuccessful. Higinio Mendoza, Jr. appeared, *pro se*, and testified on his own behalf. Mr. Mendoza sponsored two exhibits that were admitted into the record. Duquesne was represented by counsel and presented the testimony of one witness. Duquesne further moved for the admission of three exhibits. Additionally, the ALJ directed the admission of one of Duquesne's proposed exhibits (exhibit D). Duquesne Exhibits A, C, D and K were admitted into the record. *December 7, 2023 Order* at 5.

An evidentiary hearing was held which generated a transcript of 55 pages. At the conclusion of the hearing the Parties were given the opportunity to file written statements to clearly explain their respective positions. Both the Petitioners and Duquesne served written statements. The record was closed by order entered April 26, 2023. *December 7, 2023 Order* at 5.

On July 20, 2023, the Initial Decision of ALJ Long was issued. The ALJ concluded that the Complaint should be dismissed. Exceptions and Replies to Exceptions were filed by the participants. By Opinion and Order entered December 7, 2023, we denied the Exceptions of the Petitioners, adopted the Initial Decision, and dismissed the Complaint. *December 7, 2023 Order*.

On December 15, 2023, the Complainants' Petition was filed. No Answer has been received.

## **Discussion**

### **A. Legal Standards**

With respect to petitions for rehearing, reconsideration, rescission and amendment of Commission orders, the Public Utility Code (Code), 66 Pa.C.S. §§ 101, *et seq.* establishes a party's right to seek relief within fifteen days following the service of a Commission order pursuant to Subsections 703(f). 66 Pa.C.S. § 703(f) (relating to rehearing).<sup>3</sup> Upon the filing of a petition for relief pursuant to Section 703(f), the Commission may affirm, rescind, or modify its original order. 66 Pa.C.S. § 703(f).

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<sup>3</sup> Petitions under this section which do not allege new evidence are typically treated as petitions for reconsideration. Petitions for rehearing pursuant to Section 703(f) of the Code, typically include an allegation of new evidence. 66 Pa.C.S. § 703(f); *see, West Penn Power Co. v. Pa. PUC*, 659 A. 2d 1055 (Cmwlth. 1995).

The Code further provides that the Commission may, at any time, after notice and opportunity to be heard by all affected parties, rescind or amend any order made by the Commission, pursuant to Section 703(g). 66 Pa.C.S. § 703(g) (relating to rescission and amendment of orders). A request for relief pursuant to § 703(f) or § 703(g) must be brought as a petition for relief consistent with Section 5.572 of Commission Regulations. 52 Pa. Code § 5.572 (relating to petitions for relief).

Petitions for relief predicated upon Sections 703(f) and 703(g) of the Code, whether brought under Section 5.572(c) of Commission Regulations as a petition for reconsideration, rehearing, reargument, clarification, supersedeas or others within fifteen days of the service of a Commission order, or under Section 5.572(d) as a petition for rescission or amendment filed at any time following service of a Commission order, are reviewed by the Commission as matters seeking relief falling within the agency's discretion.

The Commission's application of the standard for granting a petition for amendment, reconsideration, or rescission is set forth in *Philip Duick, et al v Pennsylvania Gas and Water Company*, 56 Pa. PUC 553 (1982) (*Duick*) as follows:

A petition for reconsideration, under the provisions of 66 Pa. C.S. § 703(g), may properly raise any matters designed to convince the Commission that it should exercise its discretion under this code section to rescind or amend a prior order in whole or in part on the grounds that the decision or ruling of the Commission on a matter or issue was either unwise or in error.

In this regard we agree with the Court in the Pennsylvania Railroad Company case, wherein the Court said,

[b]ut the grounds for reconsideration should be restricted to the new matters and new or changed conditions set up in the joint petition, which had arisen since and were not presented in the several petitions of

these appellants ... and dismissed by the Commission ... and not appealed from. Parties, ..., cannot be permitted, by a second motion to review and reconsider, to raise the same questions which were specifically considered and decided against them and not appealed from. ...

*Pennsylvania Railroad Co. v. Public Service Commission*, 118 Pa. Super. 380 (1935).

What we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the Commission. Absent such matters being presented, we consider it unlikely that a party will succeed in persuading us that our initial decision on a matter or issue was either unwise or in error.

*Duick* at 559; *see also*, *AT&T v Pa. PUC*, 568 A.2d 1362 (Pa. Cmwlth. 1990).

The Commission utilizes a two-step analysis in determining whether to exercise its discretion to grant relief under *Duick*. *See, e.g., SBG Management Services, Inc./Colonial Garden Realty Co., L.P. v. Philadelphia Gas Works*, Docket No. C-2012-2304183 (Opinion and Order entered May 19, 2019) (SBG Order)<sup>4</sup> (discussing *Application of La Mexicana Express Service, LLC, to transport persons in paratransit service, between points within Berks County*, Docket No. A-2012-2329717; A-6415209 (Opinion and Order entered September 11, 2014)).

The first step is to determine whether a party has offered any basis to persuade the Commission to exercise its discretion, including but not limited to, new and novel arguments or identified considerations that appear to have been overlooked or not addressed by the Commission in its previous order. This initial step examines whether a

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<sup>4</sup> *Affirmed, Phila. Gas Works v. Pa. PUC*, 249 A.3d 963 (2021); No. 14 EAP 2020 (April 29, 2021); 2021 WL 1681311; *remand granted, in part* (June 15, 2021); 2021 WL 2697432 (Table).

party raises the same questions which were specifically considered and decided against them by the prior Order of the Commission. If so, it is unlikely that the Commission will be persuaded to exercise its discretion to grant relief. *Duick* at 559 (citing *Pennsylvania Railroad Co. v. Public Service Commission*, 118 Pa. Super. 380 (1935)). The second step of the *Duick* analysis is to evaluate any matter the Commission has deemed worthy of consideration, to determine whether to grant any relief.

## **B. Petition**

The Petition raises the following as the basis for rehearing and/or reconsideration:

The PENNSYLVANIA PUBLIC UTILITY COMMISSION court shall Reconsider, Rehearing, (52 Pa. Code § 5.572, Pa. Code § 35.241) for the reasons and evidence set forth in this Petition. All proceedings enacted in this case after decisions made by Administrative Law Judge Mary D. Long, OPINION, ORDER, and the [PENNSYLVANIA PUBLIC UTILITY] Commissioners public hearing dated December 7<sup>th</sup>, 2023, are OPINION, and not the facts. Decisions based on opinions deny the claimant's credible new evidence because opinions, orders are not factual, therefore based on violations of Claimants right to be heard in person at (Commissioners public hearing dated December 7<sup>th</sup>, 2023) said hearings. Opinions, orders are not the Facts, and claimant due process allows the factual aspects of the case to be based on facts presented against the Respondent knowingly deprive Claimant fundamental rights, liberties as afforded by the PENNSYLVANIA PUBLIC UTILITY COMMISSION authority, the state constitution, the Constitution, and Bill of Rights.

Petition at 1.

### C. Disposition

On consideration of the Petition, it is denied. On review, the Petition alleges neither any new evidence, new or novel arguments or matters overlooked, nor any reasons in support of a request that the Complaint be reconsidered and/or the subject of a rehearing. The Petition alludes to “new evidence.” However, the Petitioners do not state such new evidence with any specificity. Also, Petitioners appear to erroneously conclude that the use of the term “opinion” as used in the Commission’s Opinion and Order, renders the Commission’s orders invalid, as based upon “opinion” rather than facts and legal conclusions. However, pursuant to statute, the specific findings of fact and conclusions of law reached by the presiding ALJ have been independently reviewed by the Commission as the ultimate fact finder. 66 Pa.C.S. § 335 (a). Further, Commission orders must be based on substantial evidence. 2 Pa.C.S. § 704; *Popowsky v. Pa. PUC*, 164 Pa. Commw. 338, 642 A.2d 648(1994).

The charges billed to Petitioners for electric utility service have accrued pursuant to, and have been issued in accordance with, a Commission-approved tariff. *See* Pa.C.S. § 1302; 1303. On issuance of the bills by Duquesne to the Petitioners in accordance with the Respondent’s duly filed tariff and Commission Regulations, the Petitioners, as ratepayers, are obligated to pay for the receipt of such service and the Respondent is entitled to be compensated for the provision of service. *See Scaccia v. West Penn Power Company*, 55 Pa.P.U.C. 637 (1982).

Based on the forgoing we conclude that the Petition fails to meet the standard for either rehearing or reconsideration. The Petition fails to raise any considerations based upon which to provide relief. A petition to amend or rescind a final Commission order may be granted only judiciously and under appropriate circumstances because such an action results in the disturbance of final Commission orders. *City of Pittsburgh v. Pennsylvania Department of Transportation*, 416 A.2d 461 (Pa. 1980). We

conclude that it would be improvident for this Commission to further entertain the merits of the Complaint.

### **Conclusion**

Consistent with the discussion in this Opinion and Order, we will deny the Petition; **THEREFORE;**

### **IT IS ORDERED:**

1. That the Petition for Rehearing and Reconsideration of the Opinion and Order entered December 7, 2023, of Karen Feitt and Higinio Mendoza Jr. at Docket No. C-2022-3037095 is denied, consistent with the discussion in this Opinion and Order.
2. That the Commission Secretary shall mark this matter closed.

**BY THE COMMISSION:**



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: August 1, 2024

ORDER ENTERED: August 1, 2024

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

Public Meeting held December 16, 2021

Commissioners Present:

Gladys Brown Dutricuille, Chairman  
John F. Coleman, Jr., Vice Chairman  
Ralph V. Yanora

Michelle Stailey

C-2019-3008847

v.

UGI Utilities, Inc. (Gas Division)

Michelle Stailey

C-2019-3008867

v.

Pennsylvania Electric Company

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Michelle Stailey (Complainant) filed on January 14, 2020, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Dennis J. Buckley, issued on December 23, 2019.<sup>1</sup> Replies to Exceptions were filed by

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<sup>1</sup> The Complainant filed Exceptions to the Initial Decision on

UGI Utilities, Inc. (Gas Division) (UGI) on February 4, 2020, and by Pennsylvania Electric Company (Penelec) on December 4, 2020. For the reasons stated below, we shall deny the Exceptions of the Complainant and dismiss the Formal Complaints (Complaints) of the Complainant at Docket Nos. C-2019-3008847 and C-2019-3008867.

### **History of the Proceeding**

On March 25, 2019, the Complainant filed a Complaint, at Docket No. C-2019-3008847 (UGI Complaint), with the Commission alleging that UGI defrauded her of money and argued that she has no responsibility to pay her utility bills due to House Joint Resolution 192 and Public Law 73-10 ending the use of the gold standard. For relief, the Complainant requested that: (1) UGI repay her money that the Complainant alleges was fraudulently taken from her by UGI; (2) UGI be ordered to continue serving her; (3) UGI be ordered to stop creating debt for her account; and (4) UGI prove that it has not been paid in full for her account. UGI Complaint at 2-4.

On March 25, 2019, at Docket No. C-2019-3008867, the Complainant filed a Complaint against Penelec (Penelec Complaint) essentially asserting the same claims made in her UGI Complaint. She alleged that Penelec defrauded her of money and argued that she has no responsibility to pay her utility bills due to House Joint Resolution 192 and Public Law 73-10 removing this responsibility. For relief, the Complainant requested that: (1) Penelec repay her money that the Complainant alleges was fraudulently taken from her by Penelec; (2) Penelec be ordered to continue serving

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January 14, 2020, but failed to serve either UGI or Penelec with a copy of the Exceptions. Therefore, on January 24, 2020, the Commission's Secretary issued a Secretarial Letter serving a copy of the Complainant's Exceptions on UGI to constitute service and provided UGI additional time to file Reply Exceptions. UGI filed its Reply Exceptions on February 4, 2020. However, Penelec was not served with the Complainant's Exceptions via the January 24, 2020, Secretarial Letter. On November 30, 2020, a Secretarial Letter corrected that error and allowed Penelec to file Reply Exceptions. Penelec thereafter timely filed Replies to Exceptions on December 4, 2020.

her; (3) Penelec be ordered to stop creating debt for her account; and (4) Penelec prove that it has not been paid in full for her account. Penelec Complaint at 2-4.

On April 16, 2019, UGI filed an Answer to the UGI Complaint (UGI's Answer) admitting and denying the various averments of the UGI Complaint. UGI admitted that it provides gas service to the Complainant and sent a notice of pending termination to the Complainant for failure to pay her bills. UGI denied the Complainant's other material allegations in the UGI Complaint. UGI's Answer at 1-3.

On April 17, 2019, Penelec filed an Answer to the Penelec Complaint (Penelec's Answer) admitting and denying the various averments of the Penelec Complaint. Penelec admitted that it provides electric service to the Complainant and issued a termination notice to the Complainant. Penelec denied the Complainant's other material allegations in the Penelec Complaint. Penelec's Answer at 1-4.

On June 12, 2019, a hearing was held in the Complaint against UGI. The Complainant appeared *pro se* and testified on her own behalf. UGI was represented by counsel and presented the testimony of one witness, who sponsored three exhibits. The record was closed on August 21, 2019.

On July 25, 2019, a hearing was held in the Complaint against Penelec. The Complainant appeared *pro se* and testified on her own behalf. Penelec was represented by counsel and presented the testimony of one witness, who sponsored three exhibits. The record was closed on August 21, 2019.

On November 20, 2019, an Order was issued consolidating Docket Nos. C-2019-3008847 and C-2019-3008867 for purpose of adjudication.

On December 23, 2019, the ALJ issued the Initial Decision, denying the Complaints. As noted, *supra*, the Complainant filed Exceptions on January 14, 2020.

UGI filed Replies to Exceptions on February 4, 2020. Penelec filed Replies to Exceptions on December 4, 2020.

## **Discussion**

### **A. Legal Standards**

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent is responsible or accountable for the problem described in the Complaints. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a 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*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by UGI or Penelec. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision 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 & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the Complainant's evidence shifts to UGI or Penelec. If the evidence presented by UGI or Penelec is of co-equal value or "weight," the burden of proof has not been satisfied and the Complainant must provide some additional evidence to rebut that of the Respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (Pa. 1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Any issue or Exception that we do not specifically address has been duly considered and will be 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 Corporation 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).

## **B. ALJ's Initial Decision**

The ALJ made twenty-four Findings of Fact and reached nine Conclusions of Law. I.D. at 4-6, 15-16. We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

As noted, *supra*, the ALJ dismissed the Complaints and in so doing, discussed four issues raised by the Complainant: (1) the argument that she has no responsibility to pay her utility bills due to the United States Congress ending the use of the gold standard,<sup>2</sup> that UGI and Penelec consequently had fraudulently billed her, and her request that her past payments be refunded; (2) her allegation that money not backed by precious metals contradicts Article I, Section 10 of the Constitution of the United States; (3) her argument that UGI's and Penelec's bills are not formatted correctly; and, (4) the inferential argument that the Complainant has no legal obligation to pay UGI and Penelec for utility services. I.D. at 8-15.

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<sup>2</sup> The gold standard is a currency system in which a unit of currency is backed by and convertible into a unit of gold. I.D. at 2.

In addressing the gold standard argument, the ALJ noted the Complainant is not disputing the accuracy of the charges on her bills or requesting a payment arrangement. Instead, the ALJ stated, the Complainant is contending that it is the responsibility of the federal government to pay all of her debts. The ALJ summarized the Complainant's argument, stating the "Complainant is arguing that when the United States ultimately ended backing its currency with gold by passing the Gold Reserve Act of 1934 (which Complainant refers to by citing "House Joint Resolution 192 and Public Law 73-10") an obligation was created by the federal government to pay the debts of the citizenry." In response to the gold standard argument raised by the Complainant, the ALJ noted that it is legally baseless. The ALJ found that this argument had been heard, addressed, and rejected by other courts. I.D. at 10-12 (citing *Sanford v. Robins Federal Credit Union*, No. 5:12-CV-306, 2012 WL 5875712 (M.D. Ga. Nov. 20, 2012) (*Sanford*)). Therefore, the ALJ concluded that the Complainant's argument that she has been absolved of responsibility for her bills is without merit or legal basis.

The ALJ next addressed the Complainant's allegation that the currency of the United States has no value, referencing Article I, Section 10 of the Constitution of the United States. The ALJ noted Article I, Section 10 does not support the Complainant's argument because it prohibits individual states from issuing currency, not a requirement that the federal government use only gold and silver as currency or as a support for currency. I.D. at 12-13. Given the Complainant's argument, the ALJ noted the Commission has no authority to render a decision with respect to an issue involving the currency of the United States. I.D. at 13.

Next, the ALJ addressed the Complainant's allegation that UGI and Penelec's bills are not formatted correctly, therefore removing her obligation to pay the bill. At the June 12, 2019, and July 25, 2019, hearings, the Complainant alleged that UGI and Penelec's bills are formatted incorrectly. I.D. at 13 (citing Tr. June 12, 2019, at 20-22 and Tr. July 25, 2019, at 12). The ALJ stated the Complainant did not provide any legal basis as to how the bills were not formatted correctly. Citing 52 Pa. Code

§ 56.265, the ALJ noted utility bills are formatted according to the rules and regulations of the Commission and as provided for in the utility's tariff. I.D. at 13.

Lastly, the ALJ discussed the Complainant's contention that she has no legal responsibility to pay her utility bills. The ALJ explained that 66 Pa. C.S. § 1302 establishes that a utility may charge its customers its lawful tariffed rates. Further, the ALJ stated a utility tariff has the force and effect of law in Pennsylvania, and is legally binding upon the utility, its customers, and the public. I.D. at 14 (citing 66 Pa. C.S. § 1303; *DiSanto v. Dauphin Consolidated Water Supply Company*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. Pub. Util. Comm'n.*, 437 A.2d 1067 (Pa. Cmwlth. 1981)). Based on this precedent, the ALJ concluded that the responsibility for the payment of her utility bills rests with the Complainant. I.D. at 14.

Based on the above findings, the ALJ stated there is nothing in the record to indicate UGI or Penelec violated the Public Utility Code (Code) or any rule or regulation of the Commission. Noting the Complainant failed to state a cause of action where relief may be granted and requested relief which the Commission cannot provide to her, the ALJ concluded that the Complaints must be dismissed. I.D. at 15.

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

We note at the outset that the Exceptions of the Complainant are not in strict compliance with Section 5.533(b) of our Rules of Administrative Practice and Procedure, 52 Pa. Code § 5.533(b), which provides that:

(b) An exception shall be stated in specific, numbered paragraphs, identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision. Supporting reasons for the exception shall follow a specific exception.

We recognize, however, that the Complainant is appearing *pro se* in this proceeding. Traditionally, we have been hesitant to rule unfavorably against *pro se* litigants based on technical grounds. *See, e.g., Destefano v. Peoples Natural Gas Company*, 56 Pa. P.U.C. 489 (1982). We typically apply the liberal construction provisions of our Regulations, 52 Pa. Code § 1.2(a), to *pro se* litigants to ensure just, speedy, and inexpensive determinations of proceedings before the Commission. *See, e.g., Ditsious v. Pennsylvania Electric Co.*, Docket No. F-2011-2274306 (Order entered March 14, 2013). In our view, it is in the public interest that all litigants, particularly *pro se* litigants, be afforded a meaningful opportunity to be heard. Therefore, we will consider the merits of the Complainant's Exceptions.

In the eight pages of Exceptions, the Complainant does not except to the ALJ's decision to dismiss the Complaints for the Complainant's failure to meet her burden of proof. Instead, the Complainant requests a hearing before the Commissioners to discuss the Initial Decision's findings of fact that she claims are inconsistent with her testimony. Specifically, the Complainant states that "I never said that House Joint Resolution was the reason I could not pay my utility tariffs." Exc. at 1. The remainder of the Exceptions reiterate the Complainant's argument that UGI and Penelec defrauded her, she is not responsible to pay her UGI and Penelec bills, and UGI and Penelec must continue to serve her. Exc. at 2-8.

In its Replies to Exceptions, UGI avers that the Complainant's Exceptions raise no valid issues. UGI states the arguments presented in the Complainant's Exceptions are neither relevant nor material to her obligation to pay her UGI bills for natural gas service. UGI contends the arguments made in the Complainant's Exceptions are emotional and subjective based on her personal beliefs. Further UGI states that the Complainant's personal beliefs and assertions form the basis of her arguments and do not constitute evidence. R. Exc. at 1. Citing *Coppedge v. PECO Energy Company*, F-2014-2406180 (Order entered January 29, 2015), UGI points out that the Commission previously denied similar arguments to those made by the Complainant. R. Exc. at 1-2.

In Penelec's Replies to Exceptions, it states that the Complainant raises no valid issues with the Initial Decision. Like UGI, Penelec states the Complainant's arguments in her Exceptions are assertions based on her personal beliefs and observations. R. Exc. at 1. Penelec argues that the ALJ correctly found that it is the Complainant's obligation to pay for electric service rendered by Penelec. R. Exc. at 2-3.

#### **D. Disposition**

Upon review of the record and the Complainant's Exceptions and UGI and Penelec's Replies to Exceptions, we find that the Complainant has failed to assert any basis for finding the ALJ erred in dismissing the Complaints. We agree with the well-reasoned analysis in the Initial Decision and ALJ Buckley's conclusion that the Complainant has failed to state a cause of action where relief may be granted and has requested relief which the Commission cannot provide her. Based on the record evidence, we do not find error in any of ALJ Buckley's findings, analysis, or conclusions.

As the Complainant, Ms. Stailey had the burden of proof in this proceeding, showing that UGI or Penelec violated the Code, the Commission's Regulations, or a Commission Order. In this proceeding, the Complainant offered only her own lay testimony and did not provide any expert testimony. In rebutting Ms. Stailey's allegations, UGI and Penelec provided substantial credible evidence and expert testimony. ALJ Buckley correctly noted the Complainant failed to produce any reliable or credible evidence regarding claims against UGI or Penelec. Our review of the Complainant's testimony indicates that, aside from the assertions made at the hearing, the Complainant failed to show any violation of the Code, the Commission's Regulations, or a Commission Order by UGI or Penelec.

The Complainant's Exceptions claim that the Findings of Fact in the Initial Decision are untrue and argued that they are inconsistent with her testimony. Specifically, Ms. Stailey averred:

"I never said that House Joint Resolution (HJR) was the reason I could not pay for debt of utility tariffs. These companies have already been paid, I charge them with fraud of my identity." Exc. at 1.

ALJ Buckley's Findings of Fact Nos. 7 through 10 address the Complainant's testimony regarding House Joint Resolution 192 and Public Law 73-10. In reliance on Ms. Stailey's testimony, the ALJ concluded that it is her position that she is not obligated to pay UGI or Penelec due to House Joint Resolution 192 and Public Law 73-10. After reviewing the Complainant's testimony, we agree with the ALJ that the Complainant testified House Joint Resolution 192 and Public Law 73-10 relieve her of any obligation to pay UGI or Penelec. Tr. June 12, 2019 at 9-12, Tr. July 25, 2019 at 6-8.

The Complainant's Exception related to UGI and Penelec defrauding her is based on her assertion that House Joint Resolution 192 and Public Law 73-10 created an account to pay public debts, including her UGI and Penelec bills. Tr. June 12, 2019, at 11-12, Tr. July 25, 2019, at 37-38. ALJ Buckley determined that the argument offered by the Complainant has been heard, addressed, and rejected by other courts. I.D. at 10-11 (citing *Sanford*). We find no error in ALJ Buckley's determination as set forth in the Initial Decision. In light of the above, we shall deny the Complainant's Exceptions.

### **Conclusion**

Based upon our review of the Exceptions, the Initial Decision, and the record in this proceeding, we shall deny the Complainant's Exceptions, adopt the ALJ's Initial Decision and dismiss the Complaints, consistent with this Opinion and Order; **THEREFORE,**

**IT IS ORDERED:**

1. That the Exceptions of Michelle Stailey, filed on January 14, 2020, to the Initial Decision of Administrative Law Judge Dennis J. Buckley are denied consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Dennis J. Buckley, issued on December 23, 2019, is adopted by this Opinion and Order.
3. That the Formal Complaint filed on March 25, 2019, by Michelle Stailey against UGI Utilities, Inc. (Gas Division) at Docket No. C-2019-3008847 is dismissed, consistent with this Opinion and Order.
4. That the Formal Complaint filed on March 25, 2019, by Michelle Stailey against Pennsylvania Electric Company at Docket No. C-2019-3008867 is dismissed, consistent with this Opinion and Order.
5. That the consolidated proceedings docketed at C-2019-3008847 and C-2019-3008867 be marked closed.

**BY THE COMMISSION,**



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: December 16, 2021

ORDER ENTERED: December 16, 2021

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held January 29, 2015

Commissioners Present:

Robert F. Powelson, Chairman  
John F. Coleman, Jr., Vice Chairman  
James H. Cawley  
Pamela A. Witmer  
Gladys M. Brown

James Coppedge

v.

F-2014-2406180

PECO Energy Company

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions (Exceptions) of James Coppedge (Complainant or Mr. Coppedge), filed on August 16, 2014, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Mary D. Long, issued August 8, 2014, in the above-captioned proceeding. PECO Energy Company (PECO or the Company) did not file Replies to Exceptions. For the reasons stated below, we will deny the Complainant's Exceptions and adopt the ALJ's Initial Decision.

## History of the Proceeding

On February 8, 2014, Mr. Coppedge filed a Formal Complaint (Complaint) with the Commission against PECO. Mr. Coppedge's Complaint was an appeal from a decision of the Commission's Bureau of Consumer Services (BCS) in case number 3170086. In his Complaint, Mr. Coppedge alleged that (1) PECO was threatening to or had already shut off his service; (2) he would like a payment agreement; and (3) there were incorrect charges on his bill. Specifically with respect to his first averment, that PECO was threatening to discontinue his service, Mr. Coppedge alleged as follows:

NOTICE: Mr. Clark Bernard, Investigator failed to examine other other (sic) negotiable debt instruments submitted for DEBT settlement; such as Money Orders, 1040V, or 1099A, 1099C, or BILL OF EXCHANGE which settled the accounting in full.

Complaint at ¶ 4.

With respect to his second averment regarding a payment agreement, Mr. Coppedge alleged as follows:

Due to a bias investigation, I agreed under duress to a payment agreement, until this matter is resolved.

Complaint at ¶ 4.

With respect to his final averment that there were incorrect charges on his bill, Mr. Coppedge averred that the charges were incorrect "because the debt was not discharged and properly credited to his account. The Electronic Funds Check (EFT) did have the CORPORATE ISSUE SIGNATURE on the Check in the upper left hand corner. The law does not always require a signature in the lower right hand corner." Complaint at ¶ 4. Mr. Coppedge further presented legal argument that a closed bank account

“‘**remains Open’ on the Private Side** ‘for adjustment and set-offs which distinguishes it from an account stated[,]’” and that, having refused to settle all accounts “by POA and UCC1Security Agreement,” PECO unlawfully demanded a “particular kind of currency.” Complaint at ¶ 4 (emphasis in original).

Referring to the remainder of Paragraph 4 as his Memorandum of Law, Mr. Coppedge essentially contended that there are other acceptable debt instruments authorized by the Secretary of the Treasury, and that his attempts with PECO to pay his bills conformed with “Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, supreme Court decisions, the Uniform Commercial Code [UCC], U.S. constitution, State constitutions, and general recognized maxims of Law as cited herein and throughout[.]” Complaint at ¶ 4. Also attached to the Complaint were documents that, as described by Mr. Coppedge, purported to be the following: “ACCOUNT# 1675047025; 3739 N. 18 STREET – 19140; EFT CHECK COPY # 329; BILL/STATEMENT with COUPON (COPY) NON-NEGOTIABLE; 1099A, 1099C, 1096; THIRD COMPLAINT, AFFIDAVIT OF STATUS; UCC 3 Claim and Lien on Account Numbers; BILL OF EXCHANGE: AFFIDAVIT; and PETITION TO AFFIRM E.F.T. CASE.”

As relief, Mr. Coppedge requested that PECO be ordered to “instruct all Agents to accept for value all settlements under Public Policy and accept the lawful exemptions and properly credit the accountings.” Complaint at ¶ 5. Contending he did not seek a refund but only that his account be credited, Mr. Coppedge proposed the following: “Solution and Way Out: Since my case mab (sic) be rare, private, and confidential to avoid PUBLIC confusion, I suggest PECO’s Agent appoints (sic) a special person or Mail Box to receive my mail, and let me know.” Complaint at ¶ 5.

On March 6, 2014, PECO filed an Answer, alleging that the Complainant requested that PECO accept his tax forms, UCC documents, and other forms of payment to satisfy his bill. If PECO refused to do so, the Company contended, the Complainant

argued that his debt should be considered discharged. PECO further contended that on January 23, 2014, the BCS had issued a decision concluding that the check Mr. Coppedge sent to PECO was returned and could not be cashed because it was not written on a legitimate and funded open banking account. PECO also averred that the BCS had issued a Level 1 payment agreement on the Complainant's \$2,503.53 account balance to begin February 2014, that the agreement was active, and that the Complainant continued to send documents intending to constitute payment to PECO "based on a theory that the government placed the country in bankruptcy and thereby invalidated all debts." PECO Answer at 2-3.

PECO averred that it properly refused payments in the forms of a 1099A, 1099C, or Bill of Exchange as payment on the Complainant's account, and that PECO accepts as payment Visa, MasterCard, Discover, Star, Pulse, NYCE, Accel, cash, money orders, or personal checks. PECO further alleged that the Complainant was not entitled to another payment agreement pursuant to 66 Pa. C.S. § 1405(d) because the BCS-issued agreement was active and he had not demonstrated a significant change in income. PECO Answer at 3. Attached to PECO's Answer were: (1) a PECO Account Activity Statement for Mr. Coppedge's account; (2) a copy of an Exelon "BCS Case Details Report," dated March 4, 2014, describing the Complainant's problem; and (3) a copy of an Exelon "BCS Decision Report," also dated March 4, 2014, indicating the BCS' resolution of the Complainant's request for a payment agreement.

Following notice, on April 30, 2014, ALJ Long conducted a telephonic hearing. Mr. Coppedge appeared *pro se* and testified on his own behalf. Mr. Coppedge also offered what was identified as Complainant Exhibit 1, described by the ALJ and accepted into the record as being in the nature of a brief, and titled by Mr. Coppedge as follows: **"AUTHORITY: AFFIDAVIT: MEMORANDUM OF LAW IN SUPPORT OF COMMERCIAL DEBT DISCHARGE/SETTLEMENT BY E.F.T., MONEY ORDER, 1040V, BILL OF EXCHANGE, 1099'S THROUGH ACCEPTANCE AND RETURN FOR VALUE (A4V), PURSUANT TO UCC 3-301, 1-201(24), HJR-192**

**OF 1933, P.L. 73-10, P.L. 48 § 112-113, UCC 1-104, 10-104, IN CONSIDERATION OF U.S. CONSTITUTION ARTICLE 1, § 10. NOTICE OF DEFAULT AND DISHONOR AND TORTIOUS INTERFERENCE.”** (Emphasis in original.) Tr. at 20.

PECO, represented by counsel, presented the testimony of one witness, and submitted four exhibits into evidence. No other evidence was received and the hearing concluded, generating a transcript of fifty-eight pages. By Order dated May 15, 2014, the ALJ closed the record.<sup>1</sup> On August 8, 2014, the Commission issued the ALJ’s Initial Decision, which dismissed the Complaint. As Exceptions, the Commission’s Secretary’s Bureau on August 16, 2014, received from Mr. Coppedge a document captioned “**Notice of Exemptions and Proof of Claim.**” PECO filed no Replies to Exceptions.

### **Discussion**

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a 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*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the Company. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission’s decision must be supported by substantial evidence in the record. More is

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<sup>1</sup> The ALJ noted that after the record was closed and without leave, the Complainant filed a document entitled “Notice of Default and Dishonor,” which the ALJ did not consider. I.D. at 2 n.1. We likewise note the receipt of additional material after the close of record and without leave, which we also decline to consider in this disposition.

required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the customer shifts to the Company. If the evidence presented by the Company is of co-equal value or “weight,” the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d* 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001). Having filed the Complaint against the service provided by PECO, the Complainant in this case is obliged to carry the burden of proving that the Company has violated the Code, a Commission Regulation, or Order.

ALJ Long made nine Findings of Fact and reached three Conclusions of Law. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically delineate 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. Cmwlth. 1993); *also see, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

## **The ALJ's Initial Decision**

The ALJ described Mr. Coppedge's burden in this proceeding as requiring that he "establish that PECO's policy of only accepting certain enumerated methods of payment is unreasonable within the meaning of the Public Utility Code and its regulations." I.D. at 4. In her Findings of Fact, the ALJ summarized the Complainant's position with respect to his proposed methods of paying PECO for his service as follows:

The Complainant wants to pay his PECO bills as follows: He uses the "original coupon" from PECO, which refers to the top portion of his PECO bill to "set the value"; (h)e then creates a "money order" which includes his "Federal Reserve account number . . . a routing number and account number . . ." He signs the money order. He also completes a "1040 -Z payable to the US Treasury"; and (h)e instructs the U.S. Treasury to pay PECO by writing instructions on the "coupon" portion of the PECO bill and mails the documents.

He believes that the IRS will then telefax the amount to PECO to discharge the debt. Although he does not get a specific confirmation from the IRS that the debt has been discharged, he believes that the IRS would return the money order to him if there was anything wrong with the documentation.

The Complaint refers to this process as "EFT" or "Electronic Funds Transfer."

The Complainant does occasionally pay his bill with a debit card which is connected to his personal account at a bank such as Citizens Bank.

He does not dispute that the bills paid with his debit card or bank checks or certified checks have been credited to his PECO account.

PECO accepts cash, certified checks, money orders, validated checks or payment by credit card.

PECO does not accept the “EFT” type of transaction described by the Complainant as payment for service.

I.D. at 2-3 (citations to record omitted).

Relying on Section 1501 of the Code, 66 Pa. C.S. § 1501, the ALJ stated that PECO, like all utilities, is required to provide reasonable customer service. Thus the Complainant was required to prove, by a preponderance of evidence, that PECO violated its duty to render reasonable and reliable service, not perfect service or the best possible service. I.D. at 4-5, citing *West Penn Power Co. v. Pa. PUC*, 478 A.2d 947 (Pa. Cmwlth. 1984). Finding that the Commission’s Regulations do not specifically identify forms of payment utilities are required to accept, the ALJ turned to our Regulation at 52 Pa. Code § 56.94, which addresses customer termination and provides that payment in full is to be tendered “in *any reasonable manner*,” which includes payment by personal check. I.D. at 5 (emphasis in original). The ALJ also noted, referencing PECO’s tariff, that while the tariff does not define directly 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. *Id.*

Addressing Mr. Coppedge’s contention that his “EFT” form of debt discharge is an acceptable negotiable instrument under the UCC, the ALJ found that interpreting negotiable instruments under the UCC is outside this Commission’s jurisdiction, relying on, *inter alia*, *Coppedge v. PECO Energy Company*, Docket No. F-2009-2135893 (Order entered August 3, 2010) (*Coppedge 2010*). The ALJ also found:

Several courts in other jurisdictions have found “bills of exchange purporting to be drawn against a trust account at the U.S. Treasury to be ‘nothing more than a string of words that sound as though they belong in a legal document, but which, in reality, are incomprehensible, signifying nothing.’” *In Re: Denise Fachini*, 2012 Bankr. LEXIS 448 at 5 (Bankr. M.D. Ga. 2012) (and the cases cited therein).

I.D. at 6 n.13.

The ALJ further reasoned that even accepting as true the Complainant's contentions, nothing in either PECO's tariff or our Regulations requires PECO to accept *all* forms of payment. Citing to PECO's evidence that it accepts as valid forms of payment cash, certified checks, money orders, validated checks, or credit cards, and that it was not PECO's policy to accept the Complainant's "Treasury account mechanism," the ALJ concluded that Mr. Coppedge did not demonstrate that PECO's payment policy was unreasonable in any commercial context or in violation of the Code or any Regulation. Having failed to prove PECO's policy to be unreasonable, the ALJ dismissed Mr. Coppedge's Complaint.<sup>2</sup> I.D. at 6.

### **Exceptions and Disposition**

The Complainant's Exceptions comply with our Regulation at 52 Pa. Code § 5.533(b) *only* to the extent that they were timely filed within twenty days of the date the Initial Decision was issued. Otherwise, Mr. Coppedge fails to number his exceptions, fails to identify the Findings of Fact and Conclusions of Law to which he takes exception, and fails to cite relevant pages of the decision or to provide supporting reasons for the exceptions. What was received by the Secretary's Bureau as essentially comprising Mr. Coppedge's Exceptions is at best described as an amalgam of legally-styled documents, pleadings, and attachments addressed to and filed across multiple jurisdictions and parties over a several-year period of time. The only argument relevant to this proceeding that is deducible from this filing is Mr. Coppedge's insistence that he may legally claim, through invocation of the UCC and his claimed status as the "Secured Party Creditor, Beneficiary, with Power of Attorney-In-Fact, sui juris, Representative and

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<sup>2</sup> As to the averment in the Complaint that Mr. Coppedge entered into a BCS payment agreement under duress, the ALJ found the Complainant offered no evidence on this point and dismissed that claim as well. I.D. at 6.

Authorized Trustee of the Account” of James Coppedge, the “living soul, flesh and blood man,” the right to discharge debts in the manner aptly summarized by the ALJ in her Findings of Fact, Nos. 2 through 8. Exc. at 1-3.

Because our Regulation at 52 Pa. Code § 1.2 allows the liberal construction of our Regulations, particularly for *pro se* complainants, in order to secure the just, speedy, and inexpensive determination of proceedings, we will consider Mr. Coppedge’s Exceptions. We note that having failed to pursue his claim with respect to his BCS-issued payment agreement both before the ALJ and in Exceptions, the only issue before us is whether Mr. Coppedge has carried his burden of proving that PECO provides unreasonable or unreliable service by declining to accept as payment on his account Mr. Coppedge’s self-styled and self-proclaimed negotiable instruments under the UCC. Following our review of the record in this proceeding, and in consideration of the applicable law, we will deny Mr. Coppedge’s Exceptions and adopt the ALJ’s Initial Decision dismissing his Complaint.

Section 1501 of the Public Utility Code requires all public utilities to furnish and maintain adequate, efficient, safe, and reasonable service and facilities and to make all repairs or improvements that are necessary or proper for the accommodation, convenience and safety of the public. Section 1501 also provides that such service shall be reasonably continuous and without unreasonable interruptions or delay. As defined under the Code, service in its broadest and most inclusive sense includes all acts done, all things supplied, and all facilities used in service to the public. What is required is safe, adequate, efficient, and reasonable service, not perfect service. *McCauley v. Pennsylvania Electric Company*, 2014 WL 1390779 (Pa.P.U.C.). As the ALJ correctly found, neither Section 1501 of the Code nor our Regulations requires that in order to provide reasonable and reliable service PECO must accept as payment on account any and all legitimate or self-proclaimed forms of payments. I.D. at 4-6.

Mr. Coppedge has failed to prove that PECO, in declining to accept his electronic funds transfer mechanism, has provided unreasonable or unreliable service. During the hearing, Mr. Coppedge described at length his proposed payment processes, which the ALJ accurately and succinctly summarized in her factual findings quoted above. Mr. Coppedge variously asserts that the portion of PECO's bill to him that is to be detached and returned with payment in actuality comprises a coupon, bond, or money order that has a value that he "sets" in accordance with the amount due,<sup>3</sup> and which he then forwards to the Internal Revenue Service to be discharged, essentially using the Internal Revenue Service as his agent for payment to PECO.<sup>4</sup> Mr. Coppedge also testified that in addition to these specific financial mechanisms of his own device, he also does pay occasionally with cash, personal check, certified check, or money order from traditional vendors such as the post office. Tr. at 17, 28. When he does pay by these means, PECO accepts his payments and credits his account. *Id.* Notably, Mr. Coppedge will at times pay by cash, or federal reserve notes as he appears to prefer, even though he believes cash has no value. Tr. at 13. In Mr. Coppedge's opinion, "it's not the amount of money that we're talking about. It's . . . the fact that, they are demanding a specific kind of payment, which . . . is unlawful." Tr. at 13.

Mr. Coppedge raised a similar issue in his complaint in *Coppedge 2010*. In that case, Mr. Coppedge similarly claimed that PECO should be required to accept Internal Revenue Service forms and other instruments of his own design, under authority of the UCC, House Joint Resolution 192, the United States Constitution, and other legal provisions outside the Public Utility Code, as conclusive proof that his self-styled negotiable instruments were legitimate forms of payment acceptable to discharge his debts for his utility service. The ALJ in that proceeding found that each of these sources

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<sup>3</sup> Tr. at 14-16, 22-25, 29-32; PECO Ex. 3 at 3.

<sup>4</sup> *See, e.g.*, Tr. at 11 ("I'm following the law, because, accepting the coupons for value and discharging the debt accordingly, I do it through the IRS. Occasionally, I might send it to . . . the United States treasury and charged into PECO Energy for said amount. I'll issue a money order, and based on my eligible Federal Reserve account, the value number and my account number.")

were outside our subject matter jurisdiction and concluded that our charge is to determine whether Mr. Coppedge's proposed payment methods are reasonable under the Code and our Regulations.

In this proceeding, as we did in *Coppedge 2010*, we agree with the ALJ that Mr. Coppedge did not prove that PECO's policy of accepting only cash, certified checks, validated checks, credit/debit cards, or money orders (of the traditional, commercially-issued kind), is unreasonable or in violation of the Code or our Regulations. PECO has in the past advised Mr. Coppedge that it will not accept his proposed methods of payment and that it will only accept cash, certified checks, commercial money orders, validated checks, credit cards, and debit cards. Tr. at 29, 40-41. We do not find that PECO's limitation to the foregoing means to satisfy his debts for the Company's provision of utility service is unreasonable. Mr. Coppedge's Complaint, therefore, must be dismissed.

### **Conclusion**

Based upon our review of the record and the applicable law, we shall adopt the Initial Decision of the Administrative Law Judge, deny the Exceptions of the Complainant, and dismiss the Complaint, consistent with the foregoing discussion; **THEREFORE,**

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

1. That the Exceptions of James Coppedge filed on August 16, 2014, are denied.
2. That the Initial Decision of Administrative Law Judge Mary D. Long issued on August 8, 2014, is adopted.

3. That the Formal Complaint filed by James Coppedge against PECO Energy Company is dismissed.
4. That the proceeding docketed at F-2014-2406180 be marked closed.

**BY THE COMMISSION,**



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: January 29, 2015

ORDER ENTERED: January 29, 2015