

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Anthony D. Topper	:	
	:	
v.	:	C-2025-3056699
	:	
FirstEnergy Pennsylvania Electric Company	:	

**INTERIM ORDER  
REGARDING THE FILING OF A CERTIFICATE OF SATISFACTION**

On August 4, 2025, Anthony D. Topper (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission or PUC) against FirstEnergy Pennsylvania Electric Company (Respondent, FirstEnergy or the Company). In the Complaint, Mr. Topper stated there was an electric outage at his residence from June 22, 2025 to June 25, 2025. He averred:

Met Ed continuously told us for over two days that the electric would be back on in two hours. They told us this, although they knew and admitted later that the failure was the result of a non-preventable, sudden, and unforeseen equipment failure that caused the outage in our area and they knew it could not be corrected in two hours, but that is what they continued to tell us. If they would have told us the truth, that they did not know when the power would be restored, we could have made plans to save the food, which contained amounts of seafood, meats, etc.

As relief, he requests reimbursement for the food that spoiled due to loss of power and had to be discarded, which he estimates to cost close to \$500. The Complaint was served to FirstEnergy on August 6, 2025.

On August 26, 2025, the Respondent filed an answer to the Complaint. The Respondent admitted that the Complainant experienced a power outage on June 22, 2025 and that FirstEnergy had issued a damage claim denial letter to the Complainant asserting that the

outage was not caused due to any negligence of the Company or its employees. The Respondent denied the remaining material allegations in the Complaint. FirstEnergy requested that the Complaint be dismissed in its entirety and with prejudice or, in the alternative, that the matter be set for mediation.

Also on August 26, 2025, FirstEnergy filed a preliminary objection in response to the Complaint. In its preliminary objection, which was accompanied by a notice to plead, FirstEnergy avers that the sole relief requested by the Complainant is monetary compensation for damages. FirstEnergy requests that the Complaint be dismissed in its entirety and with prejudice, on the basis that the Commission does not have the authority to order the payment of monetary damages. In the alternative, FirstEnergy asks the Commission to strike the request for damages from the Complaint on the basis that it constitutes impertinent matter within the meaning of 52 Pa. Code §5.101(a)(2) and expressly prohibit the Complainant from introducing any testimony or exhibits at any evidentiary hearing regarding alleged damages.

No response was filed to the Respondent's preliminary objection.

On October 30, 2025, a motion judgement assignment notice was issued, assigning me as the presiding officer.<sup>1</sup>

Also on October 30, 2025, FirstEnergy filed a certificate of satisfaction.

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<sup>1</sup> The Commission's records indicate that a motion judge assignment notice for a different docket was served to the parties on October 2, 2025. The error was identified and corrected by issuance of the appropriate notice for this case on October 30, 2025.



**C-2025-3056699 - ANTHONY D TOPPER v. FIRSTENERGY PENNSYLVANIA  
ELECTRIC COMPANY - METROPOLITAN EDISON RATE DISTRICT**

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Served via email October 31, 2025

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Served via eService October 31, 2025

*(Counsel for FirstEnergy Pennsylvania  
Electric Company (Metropolitan Edison Rate District))*