

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman)	
19 Linden Ave)	
Lansdowne, PA 19050)	
)	C-2025-3057175
Petitioner)	
)	
Vs.)	
)	
PECO Energy Company)	
Exelon Business Services)	
2301 Market Street S23-1)	
Philadelphia, PA 19103)	
)	
Respondent)	

PETITIONER DJ NORMAN PRE-TRIAL MEMORANDUM

I. FACTS

On August 27, 2025, Deree J Norman (“Petitioner”) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (“PUC”) against PECO Energy Company (PECO or Respondent) in which he alleged that PECO unjustifiably refused to activate natural gas service to his residence. On September 25, 2025, PECO filed an Answer in which it denied the material allegations in the Complaint. By Interim Order, dated October 10, 2025, the Parties were instructed to resolve the matter themselves, via conference to be held no later than October 30, 2025. Neither the PUC nor PECO took into consideration that Petitioner was unjustifiably being denied heat and hot water due to the actions of PECO. A conference was held on October 22, 2025, where PECO failed to provide any real or immediate resolution, thereby further prolonging the absence of gas service at Petitioner’s residence.

By Notice dated November 17, 2025, a telephonic hearing was scheduled for January 9, 2026, before Administrative Law Judge Erin Gannon. Considering the appalling notion of being denied heat and hot water until January, on November 19, 2025, Petitioner filed a Petition for Interim Emergency Order (Emergency Petition) seeking expedited review of his request for the activation of natural gas service to his residence. By Judge Change Notice dated November 20, 2025, this proceeding was transferred from Judge Gannon to Judge Haas. A telephonic hearing was held on the Emergency Petition on November 25, 2025. Petitioner appeared on his own behalf and Khadijah Scott appeared on behalf of PECO and had two witnesses who were prepared to testify. Prior to the taking of testimony, however, the parties discussed and agreed upon settlement terms as a resolution of the Emergency Petition. Under the settlement, PECO agreed to coordinate with a plumber selected by Petitioner and cover the cost of the pressure tests needed to effectuate completion of the activation of natural gas service to the residence of Petitioner. As a result of this agreement, Mr. Norman agreed to withdraw his Emergency Petition.

II. ARGUMENT

PECO has failed to produce any legal document that supports PECO's assertion that it is a customer's responsibility to pay for a gas pressure test.

PECO has failed to identify its escalation procedures or the specific individual that was involved in the initial negligent misrepresentation that resulted in this formal Complaint.

PECO is in violation of PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW ACT OF DECEMBER 17, 1968, P.L. 1224, AS AMENDED, 73 P.S. 201-1, et seq.

PECO violated Petitioner's Constitutional Rights as afforded by the Fifth Amendment and Fourteenth Amendment and is currently in breach of a mutually agreed upon settlement.

PECO by and through Counsel violated 18 Pa. C.S. §4904.

III. WITNESSES

Khadijah Scott

Lisa Crespo

John Leu

Eric (PECO Representative – refused to identify) (using Zac Marcella VM)

Nichole Pinata

Seven (7) unidentified PECO employees (See: Ex 5, 7, 12, 13 and 14)

IV. EXHIBITS

Ex. 1: Invoice

Ex. 2: Invoice

Ex. 3: Invoice

Ex. 4 – 14: Pictures

V. DAMAGES

\$50,000.00

VI. SETTLEMENT NEGOTIATIONS

None (as of this date)

VII. DURATION OF HEARING

Estimated hearing time is one day.

Date: December 31, 2025,

Respectfully submitted

By: /s/ Deree J. Norman
Deree J. Norman
19 Linden Ave
Lansdowne, PA 19050
(267) 304-2162
dereenorman@yahoo.com