

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Heather Nitch	:	
	:	
v.	:	C-2025-3055390
	:	
FirstEnergy Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Mark A. Hoyer
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses, with prejudice, the Formal Complaint of Heather Nitch against FirstEnergy Pennsylvania Electric Company because she failed to appear for her hearing and prosecute her Complaint. This Decision also bars Complainant from filing any further informal or formal complaints related to her outstanding balance, until such time as that balance has been paid in full, due to her abuse of the administrative process.

HISTORY OF THE PROCEEDING

On May 27, 2025, Heather Nitch (Complainant) filed a Formal Complaint (Complaint) against FirstEnergy Pennsylvania Electric Company (FirstEnergy or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, Complainant placed checkmarks in the boxes indicating: “The utility is

threatening to shut off my service or has already shut off my service” and “I would like a payment arrangement.” Complainant requested a new payment arrangement as relief.

In her Complaint, Complainant selected the option to receive all communications from the Commission via eService through an eFiling account she registered with the Commission at the email address provided by Complainant on the Complaint. Complaint ¶ 9.

On June 16, 2025, Respondent filed an Answer and New Matter in which it denied the material allegations of fact and conclusions of law in the Complaint. In New Matter, Respondent averred, among other things, that “Complainant’s conduct of filing meritless complaints to prevent lawful termination is an abuse of the Commission’s complaint process.” New Matter ¶ 24. Respondent also averred that “Commission precedent supports the finding that the Complainant has abused the complaint process and as a result she should be barred from the filing of any complaint until the balance is paid in full.” New Matter ¶ 25. Respondent requested that the Complaint be dismissed with prejudice or denied in its entirety. Respondent further requested that, “[d]ue to the size of the delinquent balance, the Company requests that a hearing be scheduled as soon as practicable.” Answer and New Matter at 8.

Respondent’s Answer and New Matter included a “Notice to Plead” informing Complainant that “[p]ursuant to 52 Pa.Code § 5.63, you are hereby notified that if you do not file a written response answering the enclosed New Matter of FirstEnergy Pennsylvania Electric Company within twenty (20) days from service of this notice, the facts set forth by FirstEnergy Pennsylvania Electric Company in the New Matter may be deemed to be true, whereby requiring no other proof.”

Complainant did not file a response to FirstEnergy’s New Matter.

On July 25, 2025, an Initial Telephonic Hearing Notice was served on the parties scheduling an initial telephonic hearing on September 22, 2025, at 10:00 a.m., and the matter was assigned to me. The Hearing Notice provided the parties with the Toll-Free Bridge Number and the PIN to call and participate in the telephonic hearing. The Hearing Notice further stated as follows:

FAILURE TO APPEAR: You may lose the case if you do not take part in this hearing and present evidence on the issue(s) raised. Your case may be dismissed “with prejudice” which means that you will be barred from filing another complaint raising the same claim(s) and issue(s) presented in the dismissed complaint.

CONTINUANCES. You may request a continuance of the hearing if you have a good reason. All continuances will be granted only for good cause. To request a continuance, you must submit a written request (a “motion”) at least five (5) days before the hearing. Your motion should include: 1) The case name, number, and hearing date; 2) The reason for the request; and 3) Whether the other party agrees (or if you do not know).

On July 25, 2025, a Prehearing Order for Telephone Hearing was served on the parties reminding them of the date and time of the hearing. The Prehearing Order also stated the potential consequences if a party failed to appear at the hearing. Additionally, the Prehearing Order informed the parties about the applicable procedural rules and again included the procedure to follow for hearing continuances.

The Hearing Notice and Prehearing Order were eServed to Complainant in the ordinary course of the Commission’s business to the email address that was registered with the Commission by Complainant. Neither the Hearing Notice nor the Prehearing Order were returned to the Commission as undeliverable.

On September 22, 2025, the hearing convened as scheduled. Complainant was not present at the start of the hearing. After a short recess to allow time for

Complainant to appear, the hearing proceeded in Complainant's absence. Margaret A. Morris, Esquire, appeared on behalf of Respondent and presented the testimony of Charles Howlett, a Senior Compliance Specialist at FirstEnergy. Respondent offered 13 exhibits, which were entered into the record. Tr. 34-36.

Counsel for Respondent moved that the Complaint be dismissed with prejudice (Motion) and requested that Complainant be barred from filing any informal or formal complaints related to the account balance and that such prohibition be stated in the initial decision and final order; and that the Secretary's Bureau and the Bureau of Consumer Services (BCS) be provided a copy of the initial decision and final order so there is no confusion regarding the acceptance of a complaint. Tr. 7, 37-38. In accordance with Commission policy, I am granting the Motion and also directing that the Complainant be barred from filing further informal and formal complaints on her current balance, which on the date of the hearing was \$11,663.82. Tr. 17.

The record was closed by Interim Order Closing the Hearing Record on October 10, 2025, upon the filing of the transcript with the Commission.

FINDINGS OF FACT

1. Complainant is Heather Nitch.
2. Respondent is FirstEnergy Pennsylvania Electric Company.
3. Complainant receives residential electric utility service from FirstEnergy at 206 Euclid Avenue, New Castle, Pennsylvania. Tr. 14-15; Exh. 2.
4. On May 27, 2025, Complainant filed a Formal Complaint against Respondent.

5. On June 16, 2025, Respondent filed an Answer and New Matter in response to the Complaint.

6. On July 25, 2025, an Initial Telephonic Hearing Notice was served on Complainant scheduling an initial telephonic hearing on September 22, 2025, at 10:00 a.m.

7. On July 25, 2025, a Prehearing Order for Telephone Hearing was served on Complainant reminding her of the date and time of the hearing and providing additional information regarding the hearing.

8. Both the Hearing Notice and Prehearing Order were served on Complainant by eService to the email address Complainant provided to and registered with the Commission.

9. Both the Hearing Notice and Prehearing Order provided the Complainant with the procedure for requesting a continuance and the possible consequences of failing to appear at the hearing.

10. Neither the Hearing Notice nor the Prehearing Order were returned to the Commission as undeliverable.

11. Complainant failed to appear and participate in the scheduled telephonic hearing on September 22, 2025.

12. The court reporter, counsel for Respondent and its witness, Charles Howlett, were present and prepared to proceed at the September 22, 2025, hearing. Tr. 6, 9.

13. Complainant has not contacted the Commission to explain why her failure to appear at the hearing was unavoidable.

14. Complainant's account balance on September 1, 2025, was \$11,663.82. Tr. 17; Exh. 2.

15. Between January 1, 2022 and September 3, 2025, Complainant made only 5 successful payments on her account. Tr. 18; Exh. 3.

16. Between January 1, 2022 and September 3, 2025, Complainant made 6 unsuccessful payments on her account in the total amount of \$15,127.13 that were denied by her banking institution for insufficient funds. Tr. 19; Exh. 3.

17. Complainant's last payment on her account was on August 25, 2024, in the amount of \$171.55. Tr. 19; Exh. 2 and Exh. 3.

18. Respondent issued a 10-day Termination Notice to Complainant on September 15, 2025. Tr. 19.

19. Complainant entered into four Company Payment Arrangements (PARs) with FirstEnergy between April 15, 2019 and October 12, 2023 and defaulted on all four PARs due to non-payment. Tr. 20-22; Exh. 4.

20. On May 6, 2022, Complainant opened an informal complaint with the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 3836998. The informal complaint was closed on May 9, 2022, and Complainant was awarded a Level 2 PAR on an outstanding balance of \$6,409.76. This PAR was not appealed. Tr. 22; Exh. 5 and Exh. 6.

21. Complainant defaulted on the Commission PAR granted at BCS Case No. 3836998 by failing to pay. Tr. 22; Exh. 6.

22. On October 31, 2022, Complainant opened a second informal complaint with the BCS at BCS Case No. 3875160. Tr. 25; Exh. 7.

23. BCS Case No. 3875160 was closed and dismissed on December 14, 2022. Complainant's household size and composition was the same as it was when she was previously granted a PAR by the BCS and her household monthly income had increased by \$300 from when she was awarded her Commission PAR at BCS Case No. 3836998. Tr. 25; Exh. 7.

24. On May 31, 2023, Complainant filed a Formal Complaint against Respondent at Docket No. C-2023-3040977. The parties settled and agreed to the fourth and last Company PAR (2023 Company PAR), and a Certificate of Satisfaction was filed. Tr. 22-23, 27; Exh. 2, Exh. 5 and Exh. 8.

25. Complainant failed to pay as required and the 2023 Company PAR defaulted due to non-payment. Tr. 22-23, 27; Exh. 2, Exh. 3 and Exh. 8.

26. On April 28, 2024, Complainant filed her second Formal Complaint against Respondent at Docket No. C-2024-3048738. Tr. 28; Exh. 5 and Exh. 9.

27. On September 6, 2024, a Certificate of Satisfaction was filed at Docket No. C-2024-3048738. Tr. 28; Exh. 5 and Exh. 9.

28. Complainant agreed to pay \$4,479.70 to reinstate the 2023 Company PAR in order to settle the complaint proceeding at Docket No. C-2024-3048738. Tr. 28; Exh. 9.

29. Complainant paid \$4,000 to reinstate the 2023 Company PAR but it was not a good payment, and it was returned by her banking institution. Tr. 28.

30. On October 25, 2024, Complainant filed her third Formal Complaint against Respondent at Docket No. C-2024-3051809. Tr. 28; Exh. 5 and Exh. 10.

31. On April 9, 2025, a Certificate of Satisfaction was filed at Docket No. C-2024-3051809. Tr. 28; Exh. 5 and Exh. 10.

32. Complainant agreed to make a payment in the amount of \$8,800 by April 17, 2025, to reinstate the 2023 Company PAR but she failed to follow through and make the required payment. Tr. 28-29; Exh. 10.

33. Respondent issued nine 10-day termination notices to Complainant between January 1, 2023 and September 3, 2025. Tr. 33.

34. Since May 2022, and in less than three years' time, Complainant has filed two informal complaints and four formal complaints. Tr. 23; Exh. 5- Exh. 10.

DISCUSSION

Due Process and Notice

Administrative agencies, such as the Commission, are required to provide due process to the parties appearing before them. *Schneider v. Pa. Pub. Util. Comm'n*, 479 A.2d 10 (Pa. Cmwlth. 1984). This due process requirement is satisfied when the parties are provided notice and the opportunity to be heard. *Id.*

The record shows that Complainant was provided notice and the opportunity to be heard. First, on July 25, 2025, the Commission served Complainant a Hearing Notice which advised the parties of the date and time of the hearing, and how to participate. Second, on July 25, 2025, the Commission served Complainant a Prehearing Order which reminded the parties of the date and time of the hearing, and how to participate. Further, both documents advised the parties, *inter alia*, how to request a continuance prior to the hearing if needed. Finally, both documents advised Complainant that failure to appear may result in the dismissal of the Complaint with prejudice, which means that Complainant would be barred from filing another complaint raising the same claim(s) and issues(s) presented in the dismissed complaint.

Both the Hearing Notice and Prehearing Order were eServed to Complainant at the email address she registered with the Commission. Neither was returned to the Commission as undeliverable. Notice eServed to a party's registered email address with no notification that service failed is presumed to have been received. *Hu v. PECO Energy Co.*, Docket No. C-2019-3012075 (Order entered Dec. 19, 2019); *Zirkel v. Phila. Gas Works*, Docket No. C-2016-2561176 (Final Order entered Apr. 7, 2017); *Morella v. PECO Energy Co.*, Docket No. C-2016-2553416 (Final Order entered Jan. 31, 2017).

Complainant had notice of the hearing and an opportunity to be heard in this proceeding. Therefore, Complainant's due process rights have been fully protected. *Sentner v. Bell Tel. Co. of Pa.*, Docket No. F-00161106 (Opinion and Order entered Oct. 25, 1993).

Failure to Appear, Waiver and the "Unavoidable" Standard

Once a hearing is scheduled and the parties are duly notified by the Commission, it is the responsibility of the parties to appear and participate in the hearing.

Mumma v. PPL Elec. Utils. Corp., Docket No. C-00014869 (Opinion and Order entered Jan. 28, 2002). Both the Public Utility Code and the Commission's regulations provide that, after being notified, a party who fails to appear at a scheduled hearing shall be deemed to have waived the opportunity to participate in the hearing and shall not be permitted to later reopen the matter or be permitted to recall excused witnesses. 66 Pa.C.S. § 332(f); 52 Pa. Code § 5.245(a). However, these provisions in the Code and in the Commission's regulations do not apply if the presiding officer determines that the party's failure to appear at the hearing was unavoidable and that the interests of the other parties and of the public would not be prejudiced by permitting the reopening or further examination. 66 Pa.C.S. § 332(f); 52 Pa. Code § 5.245(b).

The party who failed to appear at the hearing has the burden of explaining why his/her failure to appear was unavoidable. 66 Pa.C.S. § 332(a); *Herr v. West Penn Power Co.*, Docket No. C-2021-3028202 (Opinion and Order entered Sept. 15, 2022). When there are no facts in the record that the party's failure to appear was unavoidable, the complaint should be dismissed. *Brown v. PECO Energy Co.*, Docket No. C-2019-3009486 (Opinion and Order entered Apr. 22, 2022); *Little v. Pittsburgh Water & Sewer Auth.*, Docket No. F-2021-3027107 (Opinion and Order entered Feb. 7, 2022); *Williams v. PECO Energy Co.*, Docket No. C-2018-3000734 (Opinion and Order entered Mar. 14, 2019); *Jefferson v. UGI Utils., Inc.*, Docket No. Z-00269892 (Opinion and Order entered Dec. 26, 1995); 66 Pa.C.S. § 332(f); 52 Pa. Code § 5.245(a).

Complainant failed to appear for the hearing despite receiving notice and despite the undersigned allowing additional time for Complainant to appear. To date, there has been no communication to the Office of Administrative Law Judge or me by, or on behalf of, Complainant explaining why Complainant's failure to appear at the hearing was unavoidable.

Consequently, I find that Complainant waived the opportunity to participate in a hearing on the matters raised in the complaint, Complainant's absence was not unavoidable, and the complaint should be dismissed with prejudice.

Burden of Proof and Dismissal of Complaint

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, a complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

As the proponent of any request for relief, Complainant bears the burden of proof. By failing to participate and proffer any evidence to support the complaint, Complainant has failed to meet this burden. Thus, it is appropriate to dismiss the Complaint with prejudice. *Brown v. PECO Energy Co.*, Docket No. C-2019-3009486 (Opinion and Order entered Apr. 22, 2022); *Williams v. PECO Energy Co.*, Docket No. C-2018-300734 (Opinion and Order entered Mar. 14, 2019) (citing *Jefferson v. UGI Utils., Inc.*, Docket No. Z-00269892 (Opinion and Order entered Dec. 26, 1995)). Accordingly, the merits of the Complaint will not be addressed.

Respondent's Motion to Dismiss with prejudice will be granted.

Abuse of Process/Complainant Bar

In addition to its Motion to Dismiss, FirstEnergy argues that Complainant is abusing the Commission's process and complaint procedures to avoid termination. Thus, FirstEnergy requests that Complainant be barred from filing further formal or informal complaints until her outstanding arrearages are paid in full.

The Commission has found an abuse of administrative due process in numerous other cases. In *Grossman v. Bell Telephone Co. of Pennsylvania*, 67 Pa.P.U.C. 714 (1988) (*Grossman*), the Commission stated that abuse of administrative process is an exploitation of due process. The *Grossman* case involved a *pro se* litigant who abused the regulatory practice by frequently requesting continuances of hearings without showing good cause, and then not appearing for his scheduled hearings and not honoring a settlement with the utility. *Id.* Abuse of administrative process cases often involve Complainants filing consecutive pleadings, complaints and motions for continuance of hearings in order to avoid payment and termination of services. As the Commission stated in *Argento's Pizza v. Philadelphia Gas Works*, Docket No. C-2009-2138055 (Final Order entered Oct. 1, 2010), the factors to be considered include the following: 1) the number and nature of complaints; 2) the number of defaulted payments; 3) the use of tactics to avoid payments and service terminations that became due; and 4) the history of payments. Similarly, in *Mazza v. PECO Energy Co.*, Docket No. C-2012-2318472 (Opinion and Order entered Apr. 23, 2014), the Commission ultimately found an abuse of process and precluded the filing of future complaints until the arrearage on the account was satisfied.

In this matter, Complainant has filed numerous informal and formal complaints related to her account with FirstEnergy. Complainant has filed two informal complaints and four formal complaints in less than three years. Tr. 23. Complainant has entered into four Company PARs with FirstEnergy and failed to make payments causing

all four Company PARs to default. Complainant obtained a Commission PAR from the BCS and failed to make payments on that PAR causing it to default. Complainant has settled three previous formal complaint proceedings with FirstEnergy, promising to make payment, and has not made the required payments she agreed to provide. Complainant's last payment on her account was on August 25, 2024, in the amount of \$171.55. Tr. 19; Exh. 2 and Exh. 3. Between January 1, 2022 and September 3, 2025, Complainant made only five successful payments on her account. Tr. 18; Exh. 3. During this same time frame, Complainant made six unsuccessful payments on her account in the total amount of \$15,127.13, that were denied by her banking institution for insufficient funds. Tr. 19; Exh. 3. Complainant's failure to make payments, or honor both Company and Commission PARs, has resulted in Complainant's current outstanding balance rising to \$11,663.82.

The Respondent has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303, *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa.P.U.C. 213 (1990). In fact, the Commission has consistently held that:

A public utility is entitled to full payment for service provided to customers and all customers are obligated to pay for the utility service provided to them. Otherwise, a customer's unpaid bills are included in the utility's uncollectible expenses and ultimately paid for by other utility customers.

Griggs v. Phila. Gas Works, Docket No. F-2020-3021754 at 4 (Opinion and Order entered July 15, 2021), citing *Scaccia v. W. Penn Power Co.*, 55 Pa. P.U.C. 637 (1982); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Bolt v. Duquesne Light Co.*, Docket No. Z-8712758 (Order entered Apr. 8, 1988). The record in this case highlights a disturbing trend in Complainant's use of the Commission's informal and formal complaint procedures to avoid paying her electric bills while evading the Company's termination procedures.

In New Matter, FirstEnergy set forth its intention, among other things, to seek to bar Complainant from filing any informal or formal complaints until her outstanding balance is paid in full. Complainant was thereby put on notice that FirstEnergy wanted the Commission to bar her from filing any more complaints. A Notice to Plead was attached to FirstEnergy's Answer and New Matter. Complainant failed to file a response to the New Matter and then subsequently failed to appear at the hearing scheduled on her Complaint.

Based on the foregoing, I find Complainant is abusing the administrative process in order to avoid paying her electric bills and having her service terminated. Accordingly, I will grant FirstEnergy's request to bar Complainant from filing any further informal or formal complaints related to her current outstanding balance with FirstEnergy until it is paid in full. Further, FirstEnergy is authorized to terminate Complainant's electric service upon issuance of a final order by the Commission.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.
2. The Commission is required to provide due process to the parties appearing before them; this due process requirement is satisfied when the parties are provided notice and the opportunity to be heard. *Schneider v. Pa. Pub. Util. Comm'n*, 479 A.2d 10 (Pa. Cmwlth. 1984).

3. Notice eServed to a party's registered email address with no notification that service failed to be delivered to that email address is presumed to have been received. *Hu v. PECO Energy Co.*, Docket No. C-2019-3012075 (Order entered Dec. 19, 2019); *Zirkel v. Phila. Gas Works*, Docket No. C-2016-2561176 (Final Order entered Apr. 7, 2017); *Morella v. PECO Energy Co.*, Docket No. C-2016-2553416 (Final Order entered Jan. 31, 2017).

4. After being notified, a party who fails to appear at a scheduled hearing shall be deemed to have waived the opportunity to participate in the hearing and shall not be permitted to later reopen the matter or be permitted to recall excused witnesses. 66 Pa.C.S. § 332(f); 52 Pa. Code § 5.245(a).

5. If there are no facts in the record that a party's failure to appear at a hearing was unavoidable, the complaint should be dismissed with prejudice. *Brown v. PECO Energy Co.*, Docket No. C-2019-3009486 (Opinion and Order entered Apr. 22, 2022); *Little v. Pittsburgh Water & Sewer Auth.*, Docket No. F-2021-3027107 (Opinion and Order entered Feb. 7, 2022); *Williams v. PECO Energy Co.*, Docket No. C-2018-3000734 (Opinion and Order entered Mar. 14, 2019); *Jefferson v. UGI Utils., Inc.*, Docket No. Z-00269892 (Opinion and Order entered Dec. 26, 1995).

6. Complainant's due process rights have been fully protected and Complainant's failure to appear was not unavoidable. *Schneider v. Pa. Pub. Util. Comm'n*, 479 A.2d 10 (Pa. Cmwlth. 1984); 66 Pa.C.S. § 332(f); 52 Pa. Code § 5.245(a).

7. As the party seeking relief, Complainant bears the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

8. By failing to participate in the hearing and proffer any evidence to support the Complaint, Complainant has failed to meet the burden of proof. 66 Pa.C.S. § 332(a).

9. By law, a public utility is entitled to receive payment for the service it provides, and the Complainant must pay the Respondent for the service she consumes. *Scaccia v. W. Penn Power Co.*, 55 Pa.P.U.C. 637 (1982); *Kea v. Peoples Nat Gas Co.*, 60 Pa. PUC 215 (1985); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982).

10. The Respondent has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303, *Neal v. Phila. Gas Works*, Docket No. Z-00871874, (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa.P.U.C. 213 (1990).

11. The Commission may preclude a party from filing further informal or formal complaints when the party has abused the Commission's complaint procedures in order to avoid the termination of his or her service. *Mazza v. PECO Energy Co.*, Docket No. C-2012-2318472 (Opinion and Order entered Apr. 23, 2014); *Argento's Pizza v. Phila. Gas Works*, Docket No. C-2009-2138055 (Final Order entered Oct. 1, 2010); *Grossman v. Bell Tel. Co. of Pa.*, 67 Pa.P.U.C. 714 (1988).

12. Complainant has abused the administrative due process by filing multiple similar complaints, incurring a substantial outstanding balance, and evidencing a poor payment history, in an attempt to avoid termination and payment for services. *Mazza v. PECO Energy Co.*, Docket No. C-2012-2318472 (Opinion and Order entered Apr. 23, 2014); *Argento's Pizza v. Phila. Gas Works*, Docket No. C-2009-2138055 (Final Order entered Oct. 1, 2010); *Grossman v. Bell Tel. Co. of Pa.*, 67 Pa.P.U.C. 714 (1988).

ORDER

THEREFORE,

IT IS ORDERED:

1. That FirstEnergy Pennsylvania Electric Company's motion to dismiss the Formal Complaint of Heather Nitch with prejudice and bar her from filing any informal or formal complaints related to the account balance at Docket No. C-2025-3055390 until the arrearage balance on the account is paid in full, is granted.

2. That the Formal Complaint filed by Heather Nitch in Heather Nitch v. FirstEnergy Pennsylvania Electric Company at Docket No. C-2025-3055390, is hereby dismissed with prejudice.

3. That Heather Nitch is precluded from filing further informal or formal complaints with the Commission regarding the arrearages on her account for electric service rendered by FirstEnergy Pennsylvania Electric Company until such time as the outstanding arrearages in the amount of \$11,663.82 are paid in full, and that the filing of any complaint pertaining to those arrearages which are the subject of this proceeding shall be rejected without further proceedings.

4. That the filing of any other pleading related to this case, concerning the same subject matter be, and hereby is, deemed not to stay implementation of this Order.

5. That Commission staff (including but not limited to the Bureau of Consumer Services and the Secretary's Bureau) shall reject any formal or informal complaint that is filed with the Commission by Heather Nitch or any member of her household, pertaining to electric service provided to Heather Nitch at 206 E. Euclid Avenue, New Castle, Pennsylvania, until the outstanding arrearages in the amount of \$11,663.82 are paid in full.

6. That any filing of a new informal or formal complaint by Heather Nitch against FirstEnergy Pennsylvania Electric Company must include proof that the arrearages in the amount of \$11,663.82 have been paid in full (e.g., billing statement, account statement, receipt of payment, cancelled check, bank statement, proof of discharge of the arrearages in bankruptcy, or correspondence with the utility confirming payment in full).

7. That, if proof that the outstanding arrearages have been paid in full is not provided, the Secretary's Bureau and Bureau of Consumer Services are directed to reject the complaint, without a hearing before the Office of Administrative Law Judge.

8. That the failure of Heather Nitch to pay the outstanding arrearages in the amount of \$11,663.82, in full, shall be grounds for FirstEnergy Pennsylvania Electric Company to take any necessary steps and actions under the Pennsylvania Public Utility Code and Commission Regulations, including but not limited to, termination of service, to address Heather Nitch's outstanding balance.

9. That a copy of this decision/order shall be served to the Commission's Bureau of Consumer Services and the Secretary's Bureau.

