

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tiffany Lowes née Barnes	:	
	:	
v.	:	F-2025-3056144
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Eranda Vero  
Administrative Law Judge

**INTRODUCTION**

This Decision denies the Formal Complaint of Tiffany Lowe née Barnes<sup>1</sup> because she failed to carry her burden of proving that: 1) PECO Energy Company failed to mail her monthly bills; and 2) she is eligible for a Commission-issued payment arrangement.

**HISTORY OF THE PROCEEDING**

On June 30, 2025, Tiffany Lowe née Barnes (Complainant or Ms. Lowe) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO, Respondent or Company) with the Pennsylvania Public Utility Commission

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<sup>1</sup> At the hearing, the Complainant explained that her legal name is Tiffany Lowes. Barnes is her maiden name which she used when she established her account with PECO Energy Company. Tr. 9.

(Commission) alleging that she is having a reliability, safety or quality problem with her electricity service and that she is unable to pay her PECO bills. In particular, Ms. Lowe alleges that PECO has failed to send her billing statements by mail despite repeated attempts on her part to correct the issue. As relief, Ms. Lowe requests that PECO acknowledge that there is an issue with its billing system and correct it. She also requests that the Commission issue a payment arrangement for her.

This Complaint is a timely appeal of the informal decision issued by the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 4061845. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

The Secretary's Bureau served the Complaint on Respondent on July 8, 2025.

On July 28, 2025, the Respondent filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

An Initial Call-in Telephonic Hearing Notice dated July 31, 2025, notified the parties that an initial call-in telephone hearing was scheduled for October 7, 2025, at 10:00 a.m., and that the matter was assigned to me.

On August 4, 2025, I issued a Prehearing Order directing the parties to comply with various procedural requirements, reminding them of the time and date of the hearing and providing instructions for calling in to the hearing.

The hearing convened as scheduled on October 7, 2025. Ms. Lowe appeared *pro se* and testified in support of her Complaint. She sponsored two exhibits which were not admitted into the record. Margaret A. Morris, Esq., appeared on behalf of the Respondent and presented the testimony of Lisa Crespo, who is a Senior

Regulatory Assessor with PECO in charge of investigating Informal and Formal Complaints filed with the Commission. The Respondent sponsored seven exhibits which were admitted into the record.

During the hearing, I instructed the Complainant to submit documentation from the United States Postal Service (USPS) to substantiate her claim that she has not received any bill from PECO for over a year. Tr. 88-91. The Complainant was directed to serve me and counsel for PECO with copies of the late-filed exhibits. Tr. 92.

I also instructed counsel for the Respondent to submit as a late-filed exhibit documentation regarding Ms. Lowe's informal complaint at BCS Case No. 4044838. Tr. 108.

The deadline for submitting the late-filed exhibits was October 31, 2025. Tr. 91. The deadline for submitting written objections to the opposing party's late-filed exhibits was November 14, 2025.

On October 9, 2025, PECO submitted via email its late-filed Exhibit 8.

By email dated October 31, 2025, Ms. Lowe submitted 49 separate emails from USPS Informed Delivery Service in addition to a screenshot of an email from USPS Internet Customer Care Center addressed to her. They will be marked for identification as Complainant late-filed Exhibit 3.

Neither party filed written objections to the opposing party's late-filed exhibit. Complainant late-filed Exhibit 3 and PECO late-filed Exhibit 8 are admitted into the record in accordance with the ordering paragraphs below.

The record closed on November 14, 2025, the deadline for filing written objections to the late-filed exhibits.

### FINDINGS OF FACT

1. The Complainant is Tiffany Lowe née Barnes, who resides at 53 Dare Lane, Pottstown, PA 19465 (Service Address or address). Tr. 10.
2. The Respondent is PECO Energy Company.
3. In 2020, Ms. Lowe enrolled in Informed Delivery Service offered by the USPS where any piece of mail ready to be delivered to her address is scanned and emailed to her. Tr. 34.
4. On May 1, 2023, PECO established gas and electric service at the Service Address in Ms. Lowe's name. Tr. 40, 49.
5. On May 1, 2023, Ms. Lowe was enrolled in PECO's Customer Assistance Program (CAP).
6. PECO has generated monthly bills on Ms. Lowe's account and has mailed them to the Service Address. Tr. 52-53; PECO Exhibit 7.
7. None of the bills that PECO has mailed to the Service Address have been returned to the Company as undeliverable. Tr. 53, 56-57.
8. As of September 30, 2025, Ms. Lowe's outstanding balance with PECO was \$2,331.60. Tr. 43; PECO Exhibit 2.

9. Ms. Lowe's entire outstanding balance consists of CAP arrearages.  
Tr. 52, 104.

## DISCUSSION

### Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail, and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C 2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a prima facie case with circumstantial evidence. *See Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient

evidence to establish legal sufficiency of the claim, also called a prima facie case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burlison v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burlison*).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burlison* at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission 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. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

### Missing Bills

Pursuant to Commission regulation on billing frequency, “[a] public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules.” 52 Pa. Code § 56.11(a).

At the hearing, Ms. Lowe testified that she has not received any bills from PECO since around Spring of 2024. Tr. 10, 16. She explained that she had filed for bankruptcy around that time, so at first, she thought that her bills were being sent to her bankruptcy attorney. *Id.* After her bankruptcy petition was discharged, Ms. Lowe learned that this was not the case. *Id.*

Ms. Lowe testified that she contacted PECO on numerous occasions to inquire about her missing bills. Tr. 10-11. PECO representatives informed her that everything was correct on PECO’s end and that she needed to contact the postal service. Tr. 12. However, Ms. Lowe stated that she is enrolled in USPS Informed Delivery Service which provides her with daily screenshots of all mail pieces about to be delivered to her address. Tr. 34. According to Ms. Lowe, screenshots show no bills from PECO for the period covered in her Complaint. Tr. 12, 13, 16. Ms. Lowe also added that she requested USPS to conduct a survey of her mail on two separate occasions. On each occasion, the USPS audited her mail for one week but found no issues with the service. Tr. 16.

Ms. Lowe testified that PECO has consistently denied responsibility for the missing bills claiming to have sent them to her. Tr. 11-12. In order to resolve the issue, Complainant filed an informal complaint with the Commission, as a result of which PECO issued a payment arrangement for Ms. Lowe. Tr. 11. She testified that she was informed by a PECO representative that she would receive a letter explaining the terms of the payment arrangement. Tr. 11, 15. However, Ms. Lowe claims that she never received

such a letter. Tr. 11, 15. After waiting for approximately a month to receive the letter from PECO, Ms. Lowe contacted the Respondent and was informed that she had defaulted on that payment arrangement. Tr. 11, 15.

The Complainant explained that she is only interested in receiving paper bills and does not wish to enroll in online billing. Tr. 11, 17. According to Ms. Lowe she loses track of time and forgets to check her online account until it is too late and she is faced with termination of service. Tr. 11, 17.

In response, PECO witness Lisa Crespo testified that Ms. Lowe established gas and electric service at the Service Address on May 1, 2023. Tr. 40, 43. Since then, Ms. Lowe has made only eight payments to her account with PECO and her outstanding balance was \$2,331.60 as of September 30, 2025. Tr. 43; PECO Exhibit 2.

Ms. Crespo also confirmed that Ms. Lowe filed for bankruptcy in 2024 but denied that the filing had changed the billing address or process. Tr. 73-74. Most importantly, she testified that PECO had generated bills and mailed them to Ms. Lowe every month, without fail or delay, from May of 2024 onwards. Tr. 43; *see also* PECO Exhibit 7. Ms. Crespo added that none of the bills were returned to PECO by the postal service as undeliverable. Tr. 51, 53, 57-58. Furthermore, Ms. Crespo confirmed that Ms. Lowe had contacted PECO claiming not to have received her PECO bills. Tr. 70; PECO Exhibit 1. PECO informed Ms. Lowe that bills were issued to her address monthly and that none of them were returned as undeliverable. She was instructed to check with her post office. Tr. 70; PECO Exhibit 1. Ultimately, Ms. Crespo testified that PECO does not have an explanation for Complainant's claim of not receiving the monthly bills from PECO. Tr. 53. She added that PECO is not responsible for the service provided by USPS. Tr. 53.

During the hearing, I instructed the Complainant to submit documentation from the USPS to substantiate her claim that she has not received any bill from PECO for over a year. Tr. 88-91. In particular, she was instructed to submit at least one month of consecutive “Daily Digest” communications from the USPS Informed Delivery Service. Tr. 89-90. In the alternative, Ms. Lowe was instructed to submit one week’s worth of consecutive “Daily Digest” communications following the billing dates that appear in her Account Statement from PECO. Tr. 90; PECO Exhibit 2. In addition, I instructed Ms. Lowe to submit copies of the two surveys conducted by the USPS. Tr. 92. The Complainant was directed to serve me and counsel for PECO with copies of the late-filed exhibit. Tr. 92.

By email dated October 31, 2025, Ms. Lowe submitted 49 “Daily Digest” emails from USPS Informed Delivery Service covering the period July through October 2024. Complainant late-filed Exhibit 3. These documents, however, do not comply with any of my instructions regarding the late-filed exhibit, and therefore have little to no evidentiary value. First, each of the four months reflected in the exhibit have several missing dates. Ms. Lowe did not provide a single month of consecutive “Daily Digest” communications from USPS. For example, for the month of September 2024, Complainant late-filed Exhibit 3 is missing the “Daily Digest” emails for September 2, 3, 4, 13, 15, 20, 21, and 27. For the months of October 2024, Complainant late-filed Exhibit 3 is missing the “Daily Digest” emails for October 4, 11, 14, 18, 20, 25, 27, 30 and 31. In addition, Ms. Lowe submitted only two “Daily Digests” communications for the month of July 2024 and only five for the month of August 2024.

Second, none of the four months reflected in Complainant late-filed Exhibit 3 contains one week’s worth of consecutive “Daily Digest” communications following the billing dates that appear in her Account Statement. For example, PECO Exhibits 2 and 7 show that the Company generated a bill on September 25, 2024. Complainant late-filed Exhibit 3 contains the “Daily Digest” for September 25, 26, 28, 29, and 30, but not

for September 27, 2025. Similarly, PECO Exhibits 2 and 7 show that the Company generated a bill on October 25, 2024. Complainant late-filed Exhibit 3 contains the “Daily Digest” for October 26, 28, 29, and, but not for October 25, 27, 30 and 31, 2024. In addition, PECO generated a bill on July 26, 2024, but the only “Daily Digest” communications submitted by the Complainant for the month of July 2024 are for July 25 and 27, 2024. Complainant late-filed Exhibit 3. Lastly, PECO generated a bill on August 26, 2024, but the only “Daily Digest” communications submitted by the Complainant for the month of August 2024 are for August 24, 26, 27, 28 and 29, 2024. *Id.* I note that the “Digital Digest” email for August 26, 2024 – the day PECO generated the monthly bill for Ms. Lowe – announces nine pieces of mail to be delivered to her but shows only three scanned envelopes. *Id.*

Third, Ms. Lowe failed to submit copies of the two surveys conducted by the USPS. In her testimony, Ms. Lowe described the surveys as follows:

They did two surveys on my mail, which is basically when the poster (sic) service, like, I guess whoever the postmaster is there in that office or the supervisor, they take my mail from the carrier and they hand inspect my mail before it goes out to make sure everything that was scanned in goes and that there's no problems or anything. So it's a double check. That's done for a week, and I requested that twice and there was no issue.

Tr. 16. Instead of the surveys, Ms. Lowe submitted a screenshot of an email from USPS Internet Customer Care Center addressed to her, which informs Ms. Lowe that she can only view archived images of her mail for up to seven days. Complainant late-filed Exhibit 3.

Because crucial information is missing from Complainant late-filed Exhibit 3, it fails to corroborate Ms. Lowe’s claim that she has not received any monthly PECO bills for the past year. Ms. Lowe has failed to rebut the evidence presented by PECO

showing that the Company has generated monthly timely bills for her account and mailed them to her address. PECO Exhibits 6 and 7. Consequently, the Complainant has failed to successfully carry her burden of proving that PECO has failed to provide her with timely monthly bills.

Payment Arrangement

In her Formal Complaint and at the hearing, Ms. Lowe stated that she is unable to pay her outstanding balance accumulated in her account with PECO and requested that the Commission establish a payment arrangement for her. In response, Ms. Crespo testified that Ms. Lowe was initially enrolled in PECO's CAP on May 1, 2023, and that she continues to participate in the program. Tr. 44-46, 49; PECO Exhibit 4. She further explained that Ms. Lowe's entire outstanding balance consists of CAP arrearages. Tr. 52, 104.

The Responsible Utility Customer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This Act provided strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement. I note that Chapter 14 has subsequently sunset, effective December 31, 2024, and is not currently in effect.

However, in its Statement of Policy entered December 24, 2024, the Commission clarified that its regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024). In particular, the Commission's Statement of Policy states that the principles of Chapter 14 of the Code, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), and specifically Section 1405 and

definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5.

Section 1405(c) of the Public Utility Code prohibits the Commission from establishing a payment arrangement on any outstanding CAP arrears. 66 Pa.C.S. § 1405(c). Because Complainant’s entire outstanding balance of \$2,331.60 is composed of CAP arrears, the Commission cannot grant the Complainant a payment arrangement.

Based on the foregoing, I find that Complainant has failed to carry her burden of proving that she is eligible for a Commission-issued payment arrangement. Accordingly, the Complaint is denied in its entirety.

#### CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is on Complainant. 66 Pa.C.S. § 332(a).

3. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The Commission’s decision must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere “trace of evidence or a suspicion of the existence of a fact”

is insufficient. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

5. A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules. 52 Pa. Code § 56.11(a).

6. Following the sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code, the Commission's regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

7. The principles of Section 1405 and definitions of Section 1403 of the Pennsylvania Public Utility Code will continue after the expiration of Chapter 14 on December 31, 2024. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

8. Section 1405(c) of the Public Utility Code prohibits the Commission from establishing a payment arrangement on any outstanding CAP arrears. 66 Pa.C.S. § 1405(c).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That Complainant late-filed Exhibit 3 is admitted into the record.

2. That PECO late-filed Exhibit 8 is admitted into the record.
3. That the Formal Complaint of Tiffany Lowe née Barnes in Tiffany Lowe née Barnes v. PECO Energy Company, at Docket No. F-2025-3056144, is denied.
4. That Docket No. F-2025-3056144 be marked closed.

Date: February 9, 2026

\_\_\_\_\_/s/\_\_\_\_\_  
Eranda Vero  
Administrative Law Judge