

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Stacee Banko	:	
	:	
v.	:	C-2025-3054915
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
John M. Coogan
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaint of Stacee Banko for failure to carry her burden of proving that she is eligible for a further Commission-ordered payment arrangement or an extension of a prior Commission-ordered payment arrangement. 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 1, 2025, Stacee Banko (Ms. Banko or Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL). Ms. Banko indicated that she would like a payment agreement. She further stated that there was an amount needed that she

was trying to make work but the day it was due she had a family health emergency and now she is hoping to get a new arrangement or the previous one.

On May 21, 2025, PPL filed an Answer and New Matter to Ms. Banko's Formal Complaint. The New Matter included a notice to plead. PPL admitted that Complainant requested a payment agreement. However, PPL avers that Section 316 of the Public Utility Code bars the Complainant from pursuing her Complaint, in whole or in part, to the extent that it re-raises the same issues that were resolved in three previous formal complaint proceedings by the certificates of satisfaction, to which the Complainant never filed objections. Additionally, PPL alleged that the Complaint is barred because the Complainant's repeated filing of Complaints raising the same issues and requesting the same relief is an abuse of administrative process.

No response to the New Matter was filed.

On July 1, 2025, the Commission issued an Initial Call-In Telephonic Hearing Notice setting a formal call-in telephonic hearing for this matter for August 8, 2025 at 10:00 a.m. and assigned me as the presiding officer. In anticipation of that hearing, I issued a Prehearing Order on July 1, 2025 setting forth various rules that would govern that proceeding.

The hearing convened on August 8, 2025 as scheduled. Ms. Banko appeared, representing herself. Alice Wade, Esq., appeared on behalf of PPL. During the hearing, the parties requested a continuance to allow further settlement discussions, to which I agreed. Tr. 1-6. On August 8, 2025, I issued a Continuance Order. Also on August 8, 2025, the Commission issued a Further Call-In Telephonic Hearing Notice setting a further formal call-in telephonic hearing for this matter for October 3, 2025 at 10:00 a.m. In anticipation of that hearing, I issued a Prehearing Order on August 8, 2025 setting forth various rules that would govern that proceeding.

On October 2, 2025, I received an e-mail from Ms. Banko requesting a continuance of the October 3, 2025 hearing due to ongoing medical issues. Also on October 2, 2025, I received an e-mail from counsel for PPL stating that, under the circumstances, PPL did not oppose the request for a continuance. By e-mail sent on October 3, 2025, I informed the parties that the request for continuance was granted. Also on October 3, 2025, the Commission issued a notice cancelling the October 3, 2025 hearing and setting a further formal call-in telephonic hearing for this matter for December 9, 2025 at 10:00 a.m. In anticipation of that hearing, I issued a Prehearing Order on October 3, 2025 setting forth various rules that would govern that proceeding. On October 7, 2025, a Continuance Order was issued.

The hearing convened on December 9, 2025 as scheduled. Ms. Banko appeared, representing herself. Sydney Rimmer, Esq., appeared on behalf of PPL. During the hearing, the parties requested a brief continuance to allow further steps for potential finalization of a settlement, to which I agreed. Tr. 10-11. On December 9, 2025, the Commission issued a Further Call-In Telephonic Hearing Notice setting a further formal call-in telephonic hearing for this matter for January 12, 2026 at 10:00 a.m. In anticipation of that hearing, I issued a Prehearing Order on January 12, 2026 setting forth various rules that would govern that proceeding. On December 9, 2025, a Continuance Order was issued.

On January 12, 2026, the hearing convened as scheduled. The Complainant appeared *pro se*, testified on her own behalf, and offered no exhibits for the record. Alice Wade, Esquire, appeared on behalf of PPL and presented the testimony of one witness, Wendy Hendricks, a Customer Service Representative with PPL. Ms. Hendricks sponsored nine exhibits, which were admitted into the record without objection. The following exhibits were admitted:

- PPL Exhibit 1 – Account Activity Report
- PPL Exhibit 2 – Customer Contacts
- PPL Exhibit 3 – Payment Arrangement History
- PPL Exhibit 4 – Opening/Closing of BCS No. 4049923
- PPL Exhibit 5 – Opening/Closing of BCS No. 4028641
- PPL Exhibit 6 – Opening/Closing of BCS No. 4020985
- PPL Exhibit 7 – Opening/Closing of BCS No. 3935459
- PPL Exhibit 8 – Opening/Closing of BCS No. 3865688
- PPL Exhibit 9 – Opening/Closing of BCS No. 3795103

The record consists of the 49-page transcript and PPL’s nine exhibits. The record closed on January 29, 2026, when the transcript and exhibits were filed with the Commission.

FINDINGS OF FACT

1. Complainant is Stacey Banko, who receives electric service at 1743 Hastings Road, Bethlehem, Pennsylvania 18017 (Service Address).
2. Respondent is PPL Electric Utilities Corporation, a jurisdictional public utility, which provides electric service to Complainant at the Service Address.
3. Ms. Banko’s gross household income is \$1,535 every two weeks, or \$3,325 a month¹. Tr. 24.
4. Ms. Banko’s household size includes herself and two children. Tr. 25.
5. At the time of the December 9, 2025 hearing, Ms. Banko’s PPL account had an overdue balance of \$10,709.84. Tr. 32; PPL Exhibit 1.

¹ $(\$1,535 \times 26) / 12 = \$3,325.83.$

6. The Commission's Bureau of Consumer Services (BCS) received an informal complaint from Ms. Banko on July 15, 2021 at BCS Case No. 3795103. Tr. 34-35; PPL Exhibit 9.

7. BCS Case No. 3795103 was closed on July 29, 2021, after BCS established a Level 1 payment arrangement for Ms. Banko. Tr. 35; PPL Exhibit 9.

8. BCS received an informal complaint from Ms. Banko on September 20, 2022 at BCS Case No. 3865688. Tr. 37; PPL Exhibit 8.

9. BCS Case No. 3865688 was closed on November 21, 2022, after BCS found Ms. Banko had an unsatisfied Commission-issued payment arrangement. Tr. 37; PPL Exhibit 8.

10. BCS received an informal complaint from Ms. Banko on August 18, 2023 at BCS Case No. 3935459. Tr. 36; PPL Exhibit 7.

11. BCS Case No. 3935459 was closed on October 4, 2023, after BCS found Ms. Banko had an unsatisfied Commission-issued payment arrangement. Tr. 36; PPL Exhibit 7.

12. On November 8, 2023, Ms. Banko filed a formal complaint against PPL with the Commission at Docket No. C-2023-3044124. Tr. 32; PPL Exhibit 2.

13. On January 30, 2024, a certificate of satisfaction was filed at Docket No. C-2023-3044124. Tr. 32-33; PPL Exhibit 2.

14. On April 15, 2024, Ms. Banko filed a formal complaint against PPL with the Commission at Docket No. C-2024-3048421. Tr. 33; PPL Exhibit 2.

15. BCS received an informal complaint from Ms. Banko on September 25, 2024 at BCS Case No. 4020985. Tr. 36; PPL Exhibit 6.

16. BCS Case No. 4020985 was closed on October 16, 2024, as a verbal close between Ms. Banko and BCS. Tr. 36; PPL Exhibit 6.

17. BCS received an informal complaint from Ms. Banko on October 29, 2024 at BCS Case No. 4028641. Tr. 35; PPL Exhibit 5.

18. BCS Case No. 4028641 was closed on November 21, 2024, after BCS found Ms. Banko had an unsatisfied Commission-issued payment arrangement. Tr. 35-36; PPL Exhibit 5.

19. On November 25, 2024, Ms. Banko filed a formal complaint against PPL with the Commission at Docket No. C-2024-3052268. Tr. 33; PPL Exhibit 2.

20. On March 12, 2025, a certificate of satisfaction was filed at Docket No. C-2024-3052268. Tr. 34; PPL Exhibit 2.

21. BCS received an informal complaint from Ms. Banko on March 31, 2025 at BCS Case No. 4049923. Tr. 34; PPL Exhibit 4.

22. BCS Case No. 4049923 was closed on April 24, 2025, after BCS found Ms. Banko had an unsatisfied Commission-issued payment arrangement. Tr. 34; PPL Exhibit 4.

23. Over the past four years, Ms. Banko has been offered or entered into 22 payment arrangements or agreements, which consist of both Commission and PPL issued payment arrangements or agreements. Tr. 37-39; PPL Exhibit 3.

24. Over the past four years, Ms. Banko has not fulfilled the terms of any payment arrangement or agreement. Tr. 39; PPL Exhibit 3.

DISCUSSION

Section 332(a) of the Public Utility Code (Code) provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). 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. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (Opinion and Order entered Feb. 8, 1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (Opinion and Order entered Oct. 6, 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 complainant can meet that burden if they present evidence more convincing, by even the smallest amount, than that evidence presented by Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The offense must be a violation of the Code, a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the

complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on the complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burluson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Payment Arrangement

Ms. Banko's Complaint requests a payment agreement. Complaint ¶¶ 4, 5. Prior to sunset, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419 (Chapter 14), applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provided strict guidelines that the Commission had to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. Chapter 14 has 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) (*Statement of Policy*). With regard to the provision of payment arrangements, the Commission explained that it will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Id.* at 4. In particular, the Commission's *Statement of Policy* states that the principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5. As Chapter 14 required, customers can be provided a

certain length of time to resolve an unpaid balance based upon where their income falls on the federal poverty guidelines. *Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b)).

BCS established a Level 1 payment arrangement for Ms. Banko on July 29, 2021. Tr. 34-35; PPL Exhibit 9. Ms. Banko did not fulfill the terms of this Commission-issued payment arrangement. Tr. 39; PPL Exhibit 3. Chapter 14 previously provided that, absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement. 66 Pa.C.S. § 1405(d). Additionally, Chapter 14 provided that, if a customer defaults on a payment arrangement as a result of a significant change in circumstance, the Commission may reinstate the payment arrangement, extend the remaining term for an initial period of six months, and, for good cause shown, extend the initial extension period by another six months. 66 Pa.C.S. § 1405(e). The Commission's *Statement of Policy* confirms that utility customers are eligible for one payment arrangement, subject to a change in income or a significant change in circumstances as outlined under Chapter 14. *Statement of Policy* at 5, n.3.

Ms. Banko was granted a Level 1 Commission-ordered payment arrangement in 2021 when her gross monthly income was \$0 for a household of three. PPL Exhibit 9. A Level 1 Commission-ordered payment arrangement is granted to households with a gross monthly household income level not exceeding 150% of the Federal poverty level. *Statement of Policy* at 4. Ms. Banko defaulted on her Level 1 Commission-ordered payment arrangement. Tr. 29. As stated above, Ms. Banko is only eligible for one payment arrangement, subject to a change in income or a significant change in circumstances. Chapter 14 defined "change in income" as:

A decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income

of 10% or more if the customer's household income level is 200% or less of the Federal poverty level.

66 Pa.C.S. § 1403.

Therefore, a “change in income” only applies if the customer’s household income decreases from the time of her previous Commission payment arrangement. Ms. Banko testified that her current gross monthly household income is approximately \$3,325 for a household of three. At the time of her 2021 payment arrangement, Ms. Banko’s household income was \$0. Therefore, because Ms. Banko’s income has increased, not decreased, she is not eligible for another Commission-ordered payment arrangement.

Chapter 14 defined “significant change in circumstances” as:

Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer’s residence.
- (4) Increase in the customer’s number of dependents in the household.

66 Pa.C.S. § 1403.

There is no evidence in the record that Ms. Banko defaulted on her 2021 Commission payment arrangement due to any of the four criteria above which Chapter 14

defines as a “significant change in circumstances”. Therefore, there is no basis to reinstate or extend the Commission-issued payment arrangement established in 2021.

Abuse of Administrative Process

PPL avers Ms. Banko’s repeated filing of complaints is an abuse of the administrative process. Accordingly, PPL requests that the Commission bar Ms. Banko from filing any further informal or formal complaints with the Commission until she pays off her balance in full. PPL New Matter ¶¶ 5, 6; Tr. 45.

An abuse of the administrative process is an abuse of the right to due process. *See Grossman v. Bell Tel. Co. of Pa.*, 67 Pa.P.U.C. 714 (1988). The Commission has consistently held that a party can be precluded from filing additional formal or informal complaints if there is an abuse of the administrative process. *See Patora v. UGI Utils., Inc.*, Docket No. C-2024-3050151 (Opinion and Order entered Apr. 30, 2025) (*Patora I*); *Mazza v. PECO Energy Co.*, Docket No. C-2012-2318472 (Opinion and Order entered Apr. 23, 2014); *Seidenstricker v. Metropolitan Edison Co.*, Docket No. F-2008-2019388 (Opinion and Order entered July 28, 2009).

In abuse of administrative process cases, the Commission considers factors such as the number and the nature of complaints, the number of defaulted payments, the use of tactics to avoid payments and service terminations, and the history of payments. *See Hayes v. Phila. Gas Works*, Docket No. F-2023-3042824 (Opinion and Order entered Aug. 22, 2024) (*Hayes*); *Nestorick v. UGI Utils. Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019, Final Order entered Nov. 15, 2019) (*Nestorick*); *Patora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019) (*Patora II*).

In *Hayes*, the Commission found that complainant Hayes had abused the Commission's process by filing nine informal and three formal complaints with the Commission, breaking four PGW-issued payment agreements and one Commission-issued payment arrangement, and only making 18 payments on his account since his account was opened in August 2013 to the time of his hearing in January 2024. As of the date of the scheduled hearing in *Hayes*, complainant Hayes had a customer assistance program balance of \$3,204 and a frozen arrears balance of \$1,400.61. In *Nestorick*, the Commission found that complainant Nestorick had abused the Commission's process by filing four informal and two formal complaints with the Commission, defaulting on two Commission-issued payment arrangements and three UGI-issued payment agreements, filing four bankruptcy petitions, and filing three medical certificates. In *Potora II*, the Commission found that Complainant Potora had abused the Commission's process by filing ten complaints with the Commission, requesting multiple continuances, and failing to appear at many of the scheduled hearings. In all of these cited cases, the Commission precluded the complainants from filing further complaints against their utility on their arrearages, whether informal or formal, until their account was paid in full.

Similar to the circumstances in the cases listed above, Ms. Banko has filed six informal complaints and four formal complaints since July 2021. Additionally, she has not fulfilled the terms of any of the 22 payment arrangements or agreements she has been offered or entered into over the past four years, and she has a substantial overdue balance with PPL of over \$10,000. I find that these facts constitute a pattern of activity designed to avoid or delay payment of Ms. Banko's electric bills and termination of her utility service. PPL has the right to bill and receive payment for the utility service it has provided to Ms. Banko. 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). Otherwise, unpaid customer bills are included in the utility's uncollectibles expense and, ultimately, paid for by the other remaining utility customers. *Potora I* at 18-19 (citing *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d (Pa. Cmwlth. 1982);

Scaccia v. West Penn Power Co., 55 Pa.P.U.C. 637 (1982)). Accordingly, Ms. Banko will be precluded from filing further formal or informal complaints against PPL regarding the arrearages on her electric service account until her existing arrearages of \$10,709.84 are paid in full as directed in the Ordering paragraphs below.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this case. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).
3. The Responsible Utility Customer Protection Act applies to this proceeding. 66 Pa.C.S. §§ 1401–1419; *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).
4. The Commission is authorized to establish a payment arrangement between a public utility and a customer. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (citing 66 Pa.C.S. § 1405(a)).
5. An abuse of the administrative process is an abuse of the right to due process. *Grossman v. Bell Tel. Co. of Pa.*, 67 Pa.P.U.C. 714 (1988).
6. A party can be precluded from filing additional formal or informal complaints if there is an abuse of the administrative process. *Potora v. UGI Utils., Inc.*, Docket No. C-2024-3050151 (Opinion and Order entered Apr. 30, 2025); *Mazza*

v. PECO Energy Co., Docket No. C-2012-2318472 (Opinion and Order entered Apr. 23, 2014); *Seidenstricker v. Metropolitan Edison Co.*, Docket No. F-2008-2019388 (Opinion and Order entered July 28, 2009).

7. In abuse of administrative process cases, the Commission considers factors such as the number and the nature of complaints, the number of defaulted payments, the use of tactics to avoid payments and service terminations, and the history of payments. *Hayes v. Phila. Gas Works*, Docket No. F-2023-3042824 (Opinion and Order entered Aug. 22, 2024); *Nestorick v. UGI Utils. Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019, Final Order entered Nov. 15, 2019); *Potora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

8. A public utility has the right to bill and receive payment for the utility service it provides to its customers. 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).

9. Complainant's multiple informal and formal complaint filings, failure to fulfill the terms of payment agreements and arrangements, and substantial outstanding balance, constitute abuse of the Commission's administrative process. *Hayes v. Phila. Gas Works*, Docket No. F-2023-3042824 (Opinion and Order entered Aug. 22, 2024); *Nestorick v. UGI Utils. Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019, Final Order entered Nov. 15, 2019); *Potora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Stacee Banko in Stacee Banko v. PPL Electric Utilities Corporation at Docket No. C-2025-3054915 is denied.

2. That Stacee Banko is precluded from filing further informal or formal complaints with the Commission regarding the arrearages on the account for electric service rendered by PPL Electric Utilities Corporation until such time as the outstanding arrearages in the amount of \$10,709.84 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.

3. 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.

4. 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 Stacee Banko, any member of her family, or any other person in the household, pertaining to the service address of 1743 Hastings Road, Bethlehem, Pennsylvania 18017, until the outstanding arrearages in the amount of \$10,709.84 are paid in full.

5. That any filing of a new informal or formal complaint by Stacee Banko against PPL Electric Utilities Corporation must include proof that the arrearages in the amount of \$10,709.84 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).

6. 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.

7. That the failure of Stacee Banko to pay the outstanding arrearages in the amount of \$10,709.84, in full, shall be grounds for the PPL Electric Utilities Corporation 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 Stacee Banko's outstanding balance.

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

9. That Docket No. C-2025-3054915 be marked closed.

Date: March 16, 2026

/s/
John M. Coogan
Administrative Law Judge