

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120**

Public Meeting held March 26, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman  
Kimberly Barrow, Vice Chair  
Kathryn L. Zerfuss  
John F. Coleman, Jr.  
Ralph V. Yanora

Shawn Mathis

C-2024-3052143

v.

Philadelphia Gas Works

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Shawn Mathis (Mr. Mathis or Complainant), filed on October 7, 2025, to the Initial Decision (I.D.) of Deputy Chief Administrative Law Judge (ALJ) Christopher P. Pell, issued on September 23, 2025, in the above-captioned proceeding. Therein, ALJ Pell denied the Formal Complaint (Complaint) of Mr. Mathis against Philadelphia Gas Works (PGW or Company) and rejected Mr. Mathis' request for a Commission-issued payment arrangement.

Replies to Exceptions were filed by PGW on October 20, 2025. For the reasons set forth below, we shall deny the Exceptions and adopt the Initial Decision of ALJ Pell without modification.

### **I. History of the Proceeding**

On November 15, 2024, Mr. Mathis filed the instant Complaint with the Commission and stated PGW was threatening to terminate his natural gas service. Complaint at 2. Mr. Mathis also requested a “reasonable and affordable” payment arrangement for any past due billing amounts so that natural gas service would not be terminated during the winter months. *Id.* at 2-3.

On December 9, 2024, PGW filed an Answer to the Complaint (Answer). In its Answer, PGW admitted and denied the various allegations of the Complaint and requested that the Commission deny all relief requested and dismiss the Complaint. Answer at 1-2. In support of its request, PGW averred that Mr. Mathis “has had PGW-issued payment agreements that have not been satisfied as well as a PUC-payment agreement that has not been satisfied.” *Id.* at 1.

By Call-In Telephone Hearing Notice dated December 19, 2024, the Office of Administrative Law Judge (OALJ) notified the Parties that an initial telephonic hearing was scheduled for March 13, 2025, and assigned this matter to ALJ Pell. I.D. at 2.

On December 23, 2024, the ALJ issued a Prehearing Order which, *inter alia*, 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. I.D. at 2.

By Interim Order dated March 6, 2025, ALJ Pell granted the Complainant's Motion for Continuance of the March 13, 2025 hearing. I.D. at 2.

On March 7, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties scheduling an initial telephonic hearing for May 6, 2025. I.D. at 2.

On May 1, 2025, PGW filed a Motion to Continue with the Commission, requesting that the hearing be rescheduled to afford the Complainant additional time to make arrangements to effectuate settlement. PGW indicated that the Complainant agreed with the Motion. I.D. at 3.

On May 5, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties, rescheduling the initial telephonic hearing for June 23, 2025. I.D. at 3.

The ALJ convened the telephonic hearing as scheduled on June 23, 2025, at 10:00 a.m. Mr. Mathis appeared *pro se* and testified on his own behalf. PGW appeared with counsel, who presented the testimony of one witness and offered four exhibits which were all admitted into the record of the proceeding. I.D. at 3.

The record closed on July 1, 2025, upon receipt of the hearing transcript. I.D. at 3.

As mentioned, *supra*, the Commission issued the Initial Decision of ALJ Pell on September 23, 2025, which denied Mr. Mathis' Complaint.

The Commission's Secretarial Letter accompanying the Initial Decision directed that Exceptions be filed within twenty (20) days of the date of the Secretarial

Letter, and that Replies to Exceptions be filed within ten (10) days of the due date for Exceptions (*September 2025 Secretarial Letter*).

As previously noted, the Complainant filed Exceptions on October 7, 2025, consistent with the *September 2025 Secretarial Letter*. An Exhibit to Exceptions was also filed on October 7, 2025.

On October 20, 2025, PGW filed Reply Exceptions, consistent with the *September 2025 Secretarial Letter*.

## **II. Discussion**

### **A. Legal Standards**

#### **1. Burden of Proof**

As the party seeking affirmative relief from the Commission, the complainant in a formal complaint proceeding has the burden of proof. 66 Pa.C.S. § 332(a). The evidence necessary to meet that burden must be substantial. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent utility is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990) (*Patterson*). 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. Such a showing must be by a “preponderance of the evidence.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (1992) (*Lansberry*). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (1950) (*Se-Ling Hosiery*).

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. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 25, 2015, adopting Initial Decision issued May 11, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative defense. *See 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. PUC*, 768 A.2d 1217, 1220 (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*, 768 A.2d at 1220; *see also Burlison v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

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*, 768 A.2d at 1220; *see also, Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993); *see also, Burlison*, 443 A.2d 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<sup>1</sup> may engage in determinations of credibility, accept or reject testimony of any witness in whole or in part, and accept or reject inferences from the evidence. *See Moore*, citing *Suber v. Pennsylvania Com'n on Crime and Delinquency*, 885 A. 2d 678, 682 (Pa. Cmwlth. 2005).

## **2. Payment Arrangements<sup>2</sup>**

Prior to December 31, 2024, the Commission applied the provisions of The Responsible Utility Consumer Protection Act (Act or Chapter 14), 66 Pa.C.S. §§ 1401-1419 (Expired),<sup>3</sup> to consumer complaints alleging a consumer's inability to pay and requesting the Commission issue a payment arrangement. As of December 31, 2024, the Act sunset, according to its provisions, and is not currently in effect. In light of the

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<sup>1</sup> In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

<sup>2</sup> We acknowledge that the Complaint was filed when Chapter 14, and specifically 66 Pa.C.S. § 1405 (Expired), were in effect.

<sup>3</sup> As discussed further, *infra*, Chapter 14 expired December 31, 2024, and will be cited accordingly herein, consistent with the Pennsylvania General Assembly's reference to Chapter 14 on its official website.

sunset of the Act, 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 December 24, 2024) (*Statement of Policy*).<sup>4</sup>

The Commission’s *Statement of Policy* clarified that “the Commission will apply this statement of policy in **all proceedings related to issues in Chapter 14** until further direction is provided.” *Statement of Policy* at 7 (emphasis added). In relevant part, the *Statement of Policy* outlines that:

... with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

As Chapter 14 currently requires, the length of time for a customer to resolve an unpaid balance that is investigated by

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<sup>4</sup> We note that the Commission, at its November 20, 2025, Public Meeting, adopted the Motion of Chairman DeFrank calling on the Commission’s Law Bureau, in conjunction with the Bureau of Consumer Services and other relevant Commission staff, to submit a Notice of Proposed Rulemaking incorporating the provisions of Chapter 14, as were in effect prior to its sunset, into the Commission’s Regulations, including those followed by the Commission pursuant to the *Statement of Policy*. *See*, Docket No. M-2024-3052328 (Motion adopted November 20, 2025). Subsequently, on February 19, 2026, the Commission entered a Notice of Proposed Rulemaking Order proposing to amend its Regulations at 52 Pa. Code Chapter 56 to incorporate these provisions and seeking comments from interested stakeholders regarding the proposed modifications and new regulations. *See Rulemaking to Further Amend the Provisions of 52 Pa. Code Chapter 56*, Docket No. L-2025-3058767 (Notice of Proposed Rulemaking Order entered February 19, 2026).

the Commission and is entered into by a public utility and a customer shall not extend beyond:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
- (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. § 1405(b). The principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024.

*Id.* at 4-5. The *Statement of Policy*, via footnote, clarified that:

[c]onsistent with Chapter 14 at present, after December 31, 2024, utility customers will be eligible for one payment arrangement on arrearages accrued while not on a customer assistance program under such terms, subject to a change in income or a significant change in circumstance as again outlined in the existing statute.

*Id.* at 5, n.3.

The language of the Act relating to a customers' eligibility for a subsequent payment arrangement established by the Commission, as cited by the *Statement of Policy*,

noting that the principles of Section 1405 will continue after the expiration of Chapter 14, stated as follows:

- (d) **Number of payment arrangements.**--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 established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.
- (e) **Extension of payment arrangements.**--If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. § 1405(d)-(e) (Expired). The Act stated that to show a “change in income” a Complainant must show 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 (Expired). The Act also defined “significant change in circumstances,” a definition which has also been adopted by the *Statement of Policy*, stating the Commission may extend a Commission-issued payment arrangement where the following conditions are present:

**“Significant change in circumstance.”** 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.

*Id.*

## **B. Initial Decision**

ALJ Pell made eleven (11) Findings of Fact and reached ten (10) Conclusions of Law. I.D. at 3-4, 9-10. The Findings of Fact and Conclusions of Law are incorporated herein and adopted without modification unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order. Based upon his findings, ALJ Pell concluded that Mr. Mathis had not carried his evidentiary burden and denied the Complaint. *Id.* at 1, 11.

More specifically, in the Initial Decision, ALJ Pell denied the Complaint filed by Mr. Mathis, finding that Mr. Mathis failed to sustain his burden of demonstrating that he should receive a second Commission-issued payment arrangement or an extension of his previous payment arrangement. ALJ Pell also found that Mr. Mathis failed to show PGW had improperly issued notice of termination or failed to follow Commission Regulations regarding the content of termination notices. I.D. at 1, 10.

The ALJ applied the Commission's *Statement of Policy* to Mr. Mathis' request for a payment arrangement on his PGW arrearage, stating that Mr. Mathis would only be eligible for a second Commission-issued payment arrangement or extension of a prior Commission-issued payment arrangement should the evidence submitted meet the

requirements outlined in our *Statement of Policy* and previously codified in Chapter 14. I.D. at 6-7.

Upon review of the record, ALJ Pell held that “[t]he record reflects that the Complainant has received and defaulted on a Commission-issued payment arrangement.” I.D. at 8. ALJ Pell explained that Mr. Mathis was not eligible for a second or subsequent Commission-issued payment arrangement “because he has actually experienced an increase in income since he was awarded his first Commission-issued payment arrangement.” *Id.* at 8. The ALJ found Mr. Mathis’ uncorroborated testimony that his gross monthly income had decreased to be counterbalanced by PGW offering “credible testimony demonstrating that the Complainant’s gross monthly income has actually increased from \$3,000 to \$5,000...” with Mr. Mathis not challenging the testimony offered by PGW. I.D. at 8 (citing Tr. at 12, 32-33). ALJ Pell also concluded that the record contained no indication or evidence Mr. Mathis had defaulted on his prior Commission-issued payment arrangement due to a significant change in circumstances. Absent such evidence, ALJ Pell concluded that Mr. Mathis was not eligible for a six-month extension of the prior Commission-issued payment arrangement. I.D. at 8.

ALJ Pell was unpersuaded by Mr. Mathis’ allegations that PGW failed to adhere to the notice requirements prescribed in 52 Pa. Code §56.91. I.D. at 8-9. After considering Mr. Mathis’ testimony that he did receive a termination notice advising him on the steps he could take to avoid termination and that his natural gas service was never terminated, ALJ Pell found that Mr. Mathis did not meet the evidentiary burden of showing “that PGW improperly issued him a termination notice, or that the contents of the notice issued failed to meet the notice requirements” of 52 Pa. Code §56.91. I.D. at 8-9 (citing Tr. 12-13).

Upon finding that Mr. Mathis failed to sustain his evidentiary burden of showing he was eligible for a second or subsequent Commission-issued payment

arrangement, an extension of his previous Commission-issued payment arrangement, or was served improper notice of termination by PGW, ALJ Pell denied the Complaint in this matter. I.D. at 11.

### **C. Exceptions and Replies**

Mr. Mathis' Exceptions consist of four type-written pages. Specifically, Mr. Mathis raises one issue with the Initial Decision, asking the Commission to reconsider Conclusion of Law Nos. 5-7. Exceptions at 2-3. The Conclusions of Law excepted to by Mr. Mathis pertain to the evidentiary standards for "change in income" and "a significant change in circumstance." Therefore, Mr. Mathis' Exceptions can be read to be contesting ALJ Pell's finding that he was ineligible for another Commission-issued payment arrangement or a six-month extension of his previous Commission-issued payment arrangement. In support, Mr. Mathis avers that he is "[c]urrently [e]xperiencing unforeseen [f]inancial [h]ardship stemming from the most [r]ecent US [g]overnment [s]hutdown." *Id.* at 1. Mr. Mathis also requests "some time" to pay a catch-up amount offered to him by PGW. *Id.* at 3. Attached to Mr. Mathis' Exceptions is a letter purportedly from his employer, the Social Security Administration (SSA), noting that SSA employees have been furloughed during the government shutdown. Mathis Letter at 1.

In its Reply Exceptions, PGW asserts that in his Exceptions, Mr. Mathis fails to identify "any error in fact or law contained in the Initial Decision..." and instead "reiterate[s] the claims and requests made in the Complaint..." R. Exc. at 1-2. Specifically, PGW emphasizes that Mr. Mathis did not establish he had suffered a change in income or a significant change in circumstances as defined by the *Statement of Policy* and the previously enacted Chapter 14. Rather, PGW stresses that Mr. Mathis' income had increased since the issuance of his previous Commission-issued payment arrangement. PGW reiterates that the record in this matter establishes "that [the]

Complainant has failed to make a good faith effort to pay his gas bill, regardless of his employment status or ability to pay.” PGW further submits that Mr. Mathis, by appending the Mathis Letter to his Exceptions, is improperly requesting the Commission to consider new facts outside the record. *Id.* at 2. PGW requests the Commission deny Mr. Mathis’ Exceptions and adopt the Initial Decision of ALJ Pell. *Id.* at 3.

### **III. Disposition**

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

Upon review of Mr. Mathis’ Exceptions, we agree with PGW that the Mathis Letter attached to the Exceptions constitutes an attempt by Mr. Mathis to introduce new evidence and arguments after the closing of the record in this proceeding. The Commission shall deny and decline to review such additional evidence because our Regulations do not provide for the introduction of new or additional evidence at the exceptions stage of a proceeding without good cause shown. 52 Pa. Code § 5.431(b); *see also Application of Apollo Gas Co.*, 81 Pa.PUC 475 (Opinion and Order entered February 10, 1994). In the Mathis Letter, the Complainant attempts to introduce evidence regarding Mr. Mathis’ financial circumstances, for the first time, as part of his Exceptions and such evidence is not otherwise contained in the record. Therefore, we find that the Mathis Letter cannot be admitted into the record at this procedural stage of this case, and we shall reject this extra-record evidence. *Id.*

Furthermore, on review of the record in this proceeding and considering the merits of Mr. Mathis' Exceptions, we shall deny the Exceptions, adopt the Initial Decision of ALJ Pell, and deny the Complaint, consistent with the following discussion.

Our dismissal of Mr. Mathis' Exceptions is guided by an application of the *Statement of Policy, supra*, to the facts set forth in ALJ Pell's Initial Decision. In particular, we note that Mr. Mathis previously received and defaulted on a Commission-issued payment arrangement in August 2024 at BCS Case No. 3991462 (*2024 Payment Arrangement*). I.D. at 4 (citing Tr. at 30; PGW Exh. 1). Further, at the time of his August 2024 Commission-issued payment arrangement, Mr. Mathis' gross monthly income was approximately \$3,000. I.D. at 4 (citing Tr. at 11-12). In this proceeding, the record establishes that Mr. Mathis' current gross monthly income was approximately \$5,000 and that he resided alone at the service address. I.D. at 4 (citing Tr. at 12, 32-33).

The Commission's *Statement of Policy*, as noted *supra*, makes clear that, consistent with the previous language of Chapter 14, the Commission may issue a second or subsequent Commission-issued payment arrangement where a customer has experienced a "change in income," or reinstate and extend a payment arrangement if the customer defaulted as a result of a "significant change in circumstances." For a customer with household income exceeding 200% of the Federal poverty level, a change in income is defined as a decrease in household income of 20% or more. *See Statement of Policy* at 5; *see also* 66 Pa.C.S. §1403 (Expired). Here, Mr. Mathis' gross monthly income of approximately \$5,000 would place him between 375% and 400% of the Federal poverty level.<sup>5</sup> In light of the fact Mr. Mathis' income has increased since the *2024 Payment*

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<sup>5</sup> *See*, 2025 Federal Poverty Guidelines at <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>.

*Arrangement*, he has failed to show a change in income that would allow the Commission to issue a second or subsequent Commission-issued payment arrangement.

The record is also devoid of any evidence showing that Mr. Mathis defaulted on the *2024 Payment Arrangement* based on a “significant change in circumstance.” To show a significant change in circumstance, a customer must prove their default was caused by:

- (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.

*Statement of Policy* at 5 (citing 66 Pa.C.S. §1403 (Expired)). Notably, these circumstances must also be experienced by a customer with household income less than 300% of the Federal poverty level. *Id.* As referenced, *supra*, Mr. Mathis has a gross monthly income between 375% and 400% of the Federal poverty line, above the income required by the *Statement of Policy*. However, even if we were inclined to consider an extension of the *2024 Payment Arrangement*, Mr. Mathis has presented no evidence to support such an extension. Therefore, Mr. Mathis’ Exceptions must be denied as they relate to an extension of the *2024 Payment Arrangement*.

Finally, we agree with ALJ Pell that Mr. Mathis failed to demonstrate that PGW improperly issued him a termination notice or that the contents of the termination notice served upon him were in violation of the requirements of the Code. We, therefore,

also adopt the Initial Decision as to this portion of Mr. Mathis' Complaint, denying the Complaint as it relates to PGW's termination notice.

Based on the foregoing, we shall deny the Exceptions, adopt the Initial Decision of Deputy Chief Administrative Law Judge Christopher P. Pell, without modification, and deny the Complaint of Shawn Mathis.

#### **IV. Conclusion**

Based on the foregoing discussion and our review of the Initial Decision, Exceptions, and the record in this proceeding, we shall deny the Exceptions, and adopt the Initial Decision of Deputy Chief Administrative Law Judge Christopher P. Pell, denying the Complaint of Shawn Mathis, without modification, consistent with this Opinion and Order; **THEREFORE,**

#### **IT IS ORDERED:**

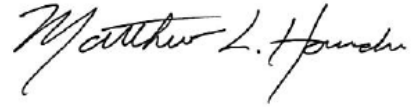
1. That the Exceptions of Shawn Mathis, filed October 7, 2025, to the Initial Decision of Deputy Chief Administrative Law Judge Christopher P. Pell at Docket No. C-2024-3052143, issued on September 23, 2025, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Deputy Chief Administrative Law Judge Christopher P. Pell, issued on September 23, 2025, at Docket No. C-2024-3052143, is adopted, without modification, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Shawn Mathis on November 18, 2024, against Philadelphia Gas Works, at Docket No. C-2024-3052143, is denied, consistent with this Opinion and Order.

4. That this proceeding be marked closed.

**BY THE COMMISSION**

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher  
Secretary

(SEAL)

ORDER ADOPTED: March 26, 2026

ORDER ENTERED: March 26, 2026