

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

Public Meeting held April 16, 2026

Commissioners Present:

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

Katie Paulison

F-2025-3055494

v.

PECO Energy Company – Gas Division

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Katie Paulison (Complainant or

Ms. Paulison), filed on March 4, 2026,¹ to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl, issued on December 19, 2025, in the above-captioned proceeding. In the Initial Decision, the ALJ dismissed the Formal Complaint (Complaint) filed by Ms. Paulison on May 23, 2025.^{2,3} PECO Energy Company – Gas Division (PECO or Company) filed Replies to Exceptions on March 16, 2026.⁴ For the reasons set forth herein, consistent with this Opinion and Order, we shall rescind the Initial Decision of ALJ Guhl and remand this matter to the Office of Administrative Law Judge (OALJ) for further proceedings to cure the procedural defects in the evidentiary record and for the issuance of an Initial Decision on Remand.

¹ On December 19, 2025, the Commission’s Secretary’s Bureau served the Initial Decision on the Complainant by certified mail, advising that Exceptions were due by January 8, 2026. However, on January 21, 2026, the Initial Decision was returned to the Commission as unclaimed by the United States Postal Service and was marked as “Return to Sender; Unclaimed, Unable to Forward.” The Commission subsequently discovered that the address used for service contained a misspelling of the city name (“Telfoed, PA” instead of “Telford, PA”). To ensure due process, the Secretary’s Bureau *sua sponte* re-served the Initial Decision by Secretarial Letter dated February 13, 2026, and provided the Parties twenty days from that date, until March 5, 2026, to file Exceptions. Accordingly, the Complainant’s Exceptions, filed on March 4, 2026, were timely filed under the revised deadline established by the Commission.

² On June 2, 2025, the Complaint was served on PECO for an answer due within twenty days.

³ This Complaint is a timely appeal of the Commission’s Bureau of Consumer Services (BCS) informal decision of April 29, 2025, at BCS Case No. 4041743, which dismissed the Complainant’s Informal Complaint filed against PECO, concluding, *inter alia*, that no billing adjustment was warranted because the bills were correct as rendered, according to PECO’s Commission-approved tariff. *See* Answer, Exh. 3 at 3.

⁴ On March 5, 2026, the Commission’s Secretary’s Bureau issued a letter to the Parties, stating that the Complainant’s timely filed Exceptions did not contain a Certificate of Service or other indication that the Parties of record to the case were served with the Exceptions. Thus, the Secretary’s Bureau enclosed a copy of the Exceptions and notified the Company that any Replies to Exceptions were due by March 15, 2026. Because March 15, 2026 was a Sunday, the actual deadline for the filing of Replies to Exceptions was on the next business day, Monday March 16, 2026.

I. Background and Procedural History

The matter before the Commission is a billing dispute between the Complainant and PECO regarding the accuracy of gas service billing for the Complainant's residence (Service Address).⁵ During the winter of 2024–2025, the Complainant experienced a period in December 2024 in which her apartment lacked heat for approximately ten days, after which she began to question the accuracy of her bills. According to the Complainant, her charges appeared significantly higher than expected when compared with prior usage. The Complainant asserted that the increased bills were inconsistent with her typical usage patterns and requested that PECO investigate the issue and confirm the accuracy of her meter and billing.

Prior to filing the Complaint, the dispute was initially addressed through the Commission's BCS informal complaint process. Through that investigation, it was shown that PECO conducted a high-bill investigation on February 25, 2025. During that investigation, PECO technicians determined that a meter mix-up had occurred at the property, resulting in the Complainant being billed under an incorrect meter designation associated with another apartment in the building. The investigation determined that meter number 115020993 had been incorrectly associated with the Complainant's Service Address and that meter number 015735448 should have been assigned to the Complainant's Service Address. *See* Answer, Exhs. 1-2. After identifying the error, PECO corrected the meter assignment so that future bills would reflect the correct meter and actual usage attributable to the Complainant's Service Address.

⁵ The Complainant established gas service at the Service Address in 2022. The Service Address is a rental property located in a two-story building with eight apartments. I.D. at 3 (citing Tr. at 19). The apartment has a gas house heater and gas water heater. *Id.* at 13.

Following the correction of the meter assignment, PECO conducted a review of the Complainant's account history. According to PECO's utility report dated March 14, 2025, the Company determined that the meter mix-up had resulted in the Complainant being underbilled for gas service for an extended period of time, specifically from December 28, 2022 through March 4, 2025. PECO concluded that the Complainant's account had been billed for approximately 765 kilowatt-hours (kWh), when the correct usage should have been approximately 1091 kWh. *See Answer, Exh. 2.* As a result of this discrepancy, PECO determined that the Complainant had received the benefit of underbilling during that period. Accordingly, the Company determined that no adjustment or credit to the account was warranted and that the Complainant remained responsible for the charges associated with her corrected usage. At that time, the account balance was approximately \$301.71, and PECO advised the Complainant that the investigation had been completed and that the account would be billed correctly going forward.⁶ *See Answer, Exh. 2.*

BCS subsequently issued a decision resolving the informal complaint. In its determination, BCS concluded: (1) that the Company had not billed the Complainant for the full amount of service actually used, due to the meter mix-up, (2) that PECO was entitled under the Commission's Regulations to issue a make-up bill for previously unbilled service, and (3) that billing adjustments were not warranted because the Complainant had been underbilled. BCS further determined that the Company had offered the Complainant a payment arrangement consistent with Commission Regulations and that the bills were correct as rendered. Based on these findings, the informal complaint was dismissed. *See Answer, Exh. 3.*

⁶ At the time of the evidentiary hearing, the Complainant's account balance was \$473.36. Tr at 43.

As previously indicated, dissatisfied with the outcome of the informal investigation, the Complainant filed the instant Complaint with the Commission on May 23, 2025, alleging that there were incorrect charges on her bills. Specifically, the Complainant asserted that she experienced an unusually high gas bill in December despite being without heat for approximately ten days during that month. According to the Complainant, the amount billed was significantly higher than any prior gas bill even though service had been interrupted for a portion of the billing period. The Complainant also expressed uncertainty regarding whether the meter associated with her account was actually connected to her residence and questioned the reliability and accuracy of the meter and billing associated with it. Complaint at 2, 8.

As relief, the Complainant requested that the Commission direct PECO to correct the alleged billing inaccuracies. In particular, she sought an adjustment to her gas bills so that they reflect what she believes to be her actual gas usage. In addition, the Complainant requested that PECO locate and verify the correct gas meter associated with her residence and test the meter to ensure that it is functioning properly and accurately recording usage. The Complainant indicated that these actions are necessary so that she may be billed correctly for the gas service actually used at her residence and to prevent similar billing issues from occurring in the future. Complaint at 3.

On June 19, 2025, PECO filed an Answer denying all material allegations of the Complaint and maintaining that its investigation demonstrated that the Complainant had been underbilled due to the meter mix-up and that the account balance and bills were accurate following the correction of the meter assignment. Answer at 1-2.

By Telephonic Hearing Notice dated July 2, 2025, an Initial Telephonic Hearing was scheduled for September 2, 2025, assigning the matter to ALJ Guhl. Thereafter, ALJ Guhl issued the Parties a Prehearing Order dated July 2, 2025, informing them about the procedural rules for the hearing. I.D. at 2.

On September 2, 2025, ALJ Guhl convened the telephonic evidentiary hearing, as scheduled. The Complainant appeared *pro se*, testified on her own behalf, and presented no other witnesses. PECO was represented by counsel who presented the testimony of one witness, Ms. Ramona Milburn, a Regulatory Assessor at PECO. PECO presented six exhibits (PECO Hearing Exhibits 1-6). I.D. at 2. Although PECO submitted that it served a copy of the Company's Hearing Exhibits on the Complainant via Federal Express, during the evidentiary hearing, it came to light that the Complainant never received PECO Hearing Exhibits 1-6, nor did the Company produce proof of that service. Tr. at 36-38. Accordingly, the ALJ directed the Company to serve PECO's Hearing Exhibits again and provided the Complainant until September 18, 2025, to review and file written objections, if any. Tr. at 40.

The record was closed on October 3, 2025, upon receipt of the hearing transcript.

On December 19, 2025, the Commission issued the Initial Decision of ALJ Guhl, wherein she denied the Complaint, finding that Ms. Paulison did not meet her burden of proving that there were incorrect charges on her bills. I.D. at 7-8. The Secretarial Letter serving the Initial Decision advised the Complainant that she had twenty days from the date of the Secretarial Letter (or by January 8, 2026) in which to file exceptions to the Initial Decision. The Secretarial Letter also included directions regarding how to file exceptions to the Initial Decision.

As no exceptions were filed, on January 21, 2026, the Commission entered its Final Order in this matter, pursuant to 66 Pa.C.S § 332(h) and served it upon the Parties.⁷ Also on January 21, 2026, the Commission received correspondence from the

⁷ By Secretarial Letter dated March 19, 2026, the Commission rescinded its Final Order, entered January 21, 2026, in order to ensure due process by allowing the Exceptions and Reply Exceptions filed in this matter to move forward and be heard.

United States Postal Service indicating that the Initial Decision served on the Complainant was being “Return[ed] to Sender [as] Unclaimed [and] Unable to Forward.”^{8,9}

On February 2, 2026, the Commission received a letter from the Complainant dated January 26, 2026. In the Complainant’s letter, she averred that she never received a copy of the Initial Decision. The Complainant’s letter contained some statements and additional averments that could be construed to be in the nature of Exceptions to the ALJ’s Initial Decision.

To ensure due process, the Commission re-served the ALJ’s Initial Decision by Secretarial Letter dated February 13, 2026, and provided the Parties twenty days from that date, or until March 5, 2026, to file Exceptions.

Although on March 10, 2026, the Commission received correspondence from the United States Postal Service, this time indicating that the Initial Decision served on the Complainant by Secretarial Letter dated February 13, 2026 was being “Return[ed]

⁸ The Complainant selected the option to receive all communications from the Commission via First Class Mail at the address provided by the Complainant on the Complaint form. *See* Complaint at 6.

⁹ Pennsylvania Rules of Civil Procedure define unclaimed mail as mail returned by postal authorities with a notation that it was "unclaimed" by the recipient. Pa.R.C.P. 403. When certified mail is returned as unclaimed, Pa.R.C.P. 403 requires “the plaintiff shall make service by another means pursuant to these rules.” This indicates the mail reached the correct address, but the recipient failed to claim it. Courts have consistently held that when mail is returned “unclaimed,” it suggests “only that defendant did not pick up the certified letter,” rather than indicating an invalid address. *Hoberg v. Smith*, 2005 WL 3675344 (Pa. Com. Pl. 2005)). Undeliverable mail represents a different circumstance where the postal service cannot complete delivery to the address provided. When mail is sent to an address and returned by the postal authorities as undeliverable, it indicates a more fundamental problem with the address itself. *See* 31 Pa. Code § 146a.2, generally; *Angels of Care by TLM, LLC v. Dep’t of Human Services*, 323 A.3d 250 (Pa. Cmwlth. 2024).

to Sender [as] Vacant [and] Unable to Forward,” the Complainant timely filed Exceptions on March 4, 2026, according to the revised deadline established by the Commission. PECO filed Replies to Exceptions on March 16, 2026.

II. Discussion

A. Legal Standards

1. Burden of Proof

As explained, *supra*, we shall exercise our discretion to consider the Complaint as a timely request for review of the BCS informal decision issued in the Informal Complaint proceeding at BCS Case No. 3932540. A timely appeal from an informal decision of the BCS is reviewed *de novo*. 52 Pa. Code §§ 56.173(a), 56.403(a). *De novo* means that the review is based on the evidentiary record created at the hearing and no part of the record in the informal complaint proceeding can be relied upon in the formal complaint proceeding. *Kelvin Thomas v. Philadelphia Gas Works*, Docket Nos. F-2017-2611788, C-2017-2621275 (Order entered August 31, 2018) (*Kelvin Thomas*) at 8. In a *de novo* appeal from a decision of the BCS, the burden of proof remains with the party who filed the original informal complaint.¹⁰ *Id.* (citing, *inter alia*, 52 Pa. Code § 56.173(f)).

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described

¹⁰ In a timely appeal from a BCS informal decision, the burden of proof remains with the Complainant, except for legal or policy issues raised by the utility on appeal, as “it would be absurd to impose the burden of proof concerning a legal and policy issue upon a customer who did not raise the issue and who probably has little knowledge of the issue itself.” *Kelvin Thomas* at 8-9 (citations omitted).

in the complaint in order to prevail. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa.C.S. § 332(a). The evidentiary burden of proof for actions before the Commission is the “preponderance of the evidence” standard. *Suber v. Pennsylvania Com’n on Crime and Delinquency*, 885 A. 2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (1992) (*Lansberry*); *see also North American Coal Corporation v. Air Pollution Commission*, 279 A.2d 356 (Pa. Cmwlth. 1971). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. *See Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854, 855 (Pa. 1950).

The burden of proof comprises two distinct burdens: the burden of production and 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) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative defense. *Id.* It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the 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 Id.* 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. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish the 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, Burleson*; *see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993). 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 ultimate factfinder¹¹ 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 id.* (citing *Suber*).

Finally, adjudications by the Commission must be supported by substantial evidence in the record. 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,

¹¹ 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)).

59 S. Ct. 206, 217 (1983). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Railway Company. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corporation. v. Unemployment Compensation Board of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Commonwealth Department of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlt. 1984).

B. ALJ's Initial Decision

In her Initial Decision, ALJ Guhl made thirteen Findings of Fact and reached seven Conclusions of Law. I.D. at 2-4, 7-8. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In her legal analysis, the ALJ emphasized that under 66 Pa.C.S. § 332(a), the burden of proof rests entirely on the Complainant to demonstrate, by a preponderance of the evidence, that the utility is responsible for improper charges. The ALJ further explained the standards applicable to “high bill” complaints, noting that the Commission evaluates not only meter accuracy, but also factors such as billing history, usage patterns, and household conditions. Even where a complainant establishes a *prima facie* case of abnormally high bills, the utility may rebut that claim with credible evidence. Here, PECO’s evidence regarding the meter mix-up and subsequent underbilling was found persuasive and unrebutted. I.D. at 4-6.

The ALJ determined that the Complainant failed to satisfy her evidentiary burden because she presented no substantive documentation or analysis to support her claim that the bills were excessive. The ALJ explicitly noted that “mere bald assertions” or personal beliefs about usage do not constitute sufficient evidence. I.D. at 6-7. In

contrast, the ALJ noted her reliance on PECO's Hearing Exhibits 1-6 and witness testimony explaining the billing discrepancy and correction.¹² *Id.* As a result, the ALJ concluded that the current bills were accurate and based on actual consumption, following correction of the meter issue. I.D. at 7.

Therefore, the ALJ concluded as a matter of law that the Complainant did not prove that PECO issued incorrect charges and therefore was not entitled to relief. Accordingly, the ALJ denied the Complaint. I.D. at 8-9.

C. Exceptions and Replies

As a threshold consideration, the Complainant's Exceptions consist of three type-written pages in which she generally expresses her disagreement with ALJ Guhl's findings and her decision to dismiss the Complaint; however, the format of the Exceptions does not strictly comply with Section 5.533(b) of the Commission's Regulations, 52 Pa. Code § 5.533(b). These Regulations require that Exceptions be numbered, identify the findings of fact and conclusions of law to which exception is taken, and cite to the relevant pages of the Initial Decision. Nevertheless, because the Complainant is appearing *pro se*, we will accept the Exceptions as filed and consider them on their merits, pursuant to Section 1.2(a) of our Regulations, 52 Pa. Code § 1.2(a), in order to secure a just, speedy, and inexpensive determination of this matter. We also conclude that no prejudice to PECO results from our consideration of the Exceptions of the Complainant on the merits.

¹² It should be noted that the ALJ had not issued an order to enter the PECO Hearing Exhibits 1-6 into the record, and did not make any reference to whether service of the Hearing Exhibits to the Complainant had been perfected, or whether the Complainant did or did not have any objections to the Hearing Exhibits, and if so, whether the objections were denied.

In her Exceptions, the Complainant asserts both procedural and substantive errors in the ALJ's Initial Decision, focusing primarily on lack of notice, improper admission of evidence, and continued disputes regarding meter accuracy and billing validity. First, the Complainant argues that she did not receive key case documents, including PECO's Exhibits and even the Initial Decision itself, because correspondence was sent to an incorrect address. On that basis, she contends that the six Exhibits submitted by PECO should not have been admitted into evidence, as she was deprived of a fair opportunity to review and challenge them, raising concerns related to due process and discovery requirements. Exc. at 1.

Substantively, the Complainant challenges the ALJ's findings regarding the meter investigation and billing accuracy. She disputes the conclusion that a simple meter "swap" occurred, asserting instead that the technician had difficulty locating the correct meter and suggesting that meters are sometimes missing or misidentified, raising doubt about whether the correct meter was ever definitively established. She further claims that multiple, inconsistent meter numbers were provided by PECO at different times, which she argues undermines the reliability of the Company's investigation and supports her position that billing cannot be accurate until the correct meter is conclusively identified. Exc. at 1-2.

Ms. Paulison also contests the ALJ's application of the burden of proof and evaluation of evidence. The Complainant maintains that her testimony, particularly that gas service was shut off for an extended period while bills remained high, should have been treated as sufficient proof of excessive billing. She argues that requiring additional evidence for what she characterizes as a straightforward request (verification of the correct meter) imposes an unreasonable burden. Additionally, she disputes the ALJ's characterization of her claims as "mere bald assertions," emphasizing that her billing concerns were based on personal knowledge of her usage patterns and household conditions. Exc. at 1-2.

The Complainant further objects to certain factual considerations cited in the Initial Decision, such as references to occupancy changes, asserting that such factors were never relevant or discussed in her case. She reiterates that her claim was not that bills should mirror past bills, but rather that they were inconsistent with actual usage in her home. Exc. at 1. Moreover, she introduces additional issues not addressed at the hearing, including a period without hot water allegedly caused by PECO shutting off service and difficulties in obtaining timely customer support, which she argues reflect broader service and billing problems. *Id.* at 2.

Finally, the Complainant concludes that the central issue, accurately identifying and verifying the correct meter associated with her unit, remains unresolved. Exc. at 2. She asserts that until this issue is definitively addressed, any billing determination is premature and unreliable. *Id.* at 2-3. She frames her request as a reasonable and limited one: that PECO physically confirm the correct meter and provide proof of accurate billing, arguing that the failure to do so has prolonged the dispute unnecessarily. *Id.* at 2.

In reply, PECO contends that many of the Complainant's arguments are procedurally defective and outside the permissible scope of exceptions under the Commission's Regulations. Specifically, PECO asserts that the Exceptions fail to comply with 52 Pa. Code § 5.533(b), which requires that exceptions clearly identify challenged findings or conclusions and cite to the record. PECO further argues that a substantial portion of the Complainant's Exceptions improperly rely on non-record evidence and new allegations that were not presented at the hearing, such as additional claims regarding the meter and service issues. Citing Commission precedent, PECO maintains that even *pro se* litigants must adhere to procedural rules, and that arguments based on evidence outside the record should be disregarded. R. Exc. at 4 (citing *Tremayne Shanault Lewis v. PECO Energy Company*, Docket No. C-2010-2189187

(Order entered May 4, 2011); *Adolf H. Blauhut v. PECO Energy Company*, Docket No. C-2009-2087552 (Order entered January 29, 2010)). R. Exc. at 4.

On the merits, PECO reiterates the factual findings relied upon by the ALJ, emphasizing that its investigation revealed a meter mix-up that resulted in the Complainant being underbilled, not overcharged. PECO highlights that its witness testimony and Exhibits demonstrated that the billing was corrected and now reflects actual usage, and that the Complainant failed to produce any evidence, beyond personal assertions, to establish that her bills were excessive. PECO underscores the ALJ's reliance on established legal standards holding that unsupported allegations do not satisfy the burden of proof, and argues that the record fully supports the conclusion that the Complainant did not meet that burden. R. Exc. at 4.

PECO also addresses the Complainant's procedural objections regarding service of documents and admission of Exhibits, arguing that these claims are unfounded. The Company states that its Exhibits were properly served via Federal Express prior to the hearing, as documented in its cover letter, and that the ALJ correctly admitted them into the record. PECO further characterizes the remainder of the Complainant's Exceptions as mere disagreement with the ALJ's factual findings and legal conclusions, rather than identification of any reversible error. R. Exc. at 4-5.

In conclusion, PECO asserts that the Complainant's Exceptions lack merit both procedurally and substantively, and that the evidentiary record clearly supports the ALJ's determination that no billing error occurred. Therefore, PECO requests that the Commission adopt the Initial Decision in its entirety and dismiss the Complaint. R. Exc. at 5.

D. Disposition

Upon review of the record and the pleadings filed in this matter, we find it appropriate to rescind the Initial Decision because the record reflects unresolved procedural defects concerning the Company's Hearing Exhibits 1-6. Most significantly, the record does not adequately establish that the Complainant received the Company's Hearing Exhibits in advance of the hearing and was afforded a meaningful opportunity to review and object to them before they were relied upon in support of the Company's case. The Complainant specifically raised in her Exceptions that she did not receive the six Hearing Exhibits offered by PECO, and that contention goes directly to the fairness of the hearing process and the integrity of the evidentiary record.

We also find that the record is procedurally insufficient with respect to the admission of the Company's Hearing Exhibits. Although the Initial Decision states that PECO offered six Hearing Exhibits and that they were entered into the record, the present record does not provide a sufficient basis for us to conclude that the threshold procedural requirements for admission were satisfied. Under these circumstances, it would be inappropriate for the Commission to reach the merits of the billing dispute, or to evaluate the Initial Decision, without first ensuring that the evidentiary record was properly developed in a manner consistent with due process and the Commission's procedural rules.

Accordingly, we will rescind the Initial Decision and remand this matter to the OALJ for further proceedings limited to curing these procedural defects. On remand, the ALJ shall: (1) establish whether the Complainant received the Company's Hearing Exhibits and was provided with the opportunity to review and object to them; and (2) render a determination regarding whether the Company's Hearing Exhibits should be admitted into the record. After these procedural issues have been resolved, the matter shall be in a posture for the ALJ to issue an Initial Decision on Remand. Because our

action today is based solely on the need to correct procedural deficiencies, we express no opinion at this time on the merits of the Parties' substantive positions.

III. Conclusion

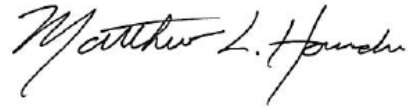
Consistent with the foregoing reasons, we shall rescind the Initial Decision of ALJ Guhl and remand this matter to the OALJ for further proceedings to cure the procedural defects in the evidentiary record and for the issuance of an Initial Decision on Remand, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Initial Decision of Administrative Law Judge Marta Guhl, issued on December 19, 2025, at Docket No. F-2025-3055494, is rescinded, consistent with this Opinion and Order.
2. That this matter is remanded to the Office of Administrative Law Judge for further proceedings and the issuance of an Initial Decision on Remand, consistent with this Opinion and Order.

3. That on remand, the Administrative Law Judge shall: (a) establish whether the Complainant received the Company's Hearing Exhibits and was afforded the opportunity to object to those Hearing Exhibits; and (b) render a determination regarding the admission of the Company's Hearing Exhibits into the record.

BY THE COMMISSION,

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

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: April 16, 2026

ORDER ENTERED: April 17, 2026