

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pamela Brown-Underwood	:	
	:	
v.	:	C-2025-3056623
	:	
Peoples Natural Gas Company, LLC	:	

**INITIAL DECISION**

Before  
Ann Quimby  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies the Formal Complaint of Pamela Brown-Underwood against Peoples Natural Gas Company, LLC because she failed to prove that she was overbilled, or that the public utility violated a statute, regulation, Commission order or tariff.

**HISTORY OF THE PROCEEDING**

On July 25, 2025, Pamela Brown-Underwood (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission), using the standard Formal Complaint form made available by the Commission. Regarding the reason for the Complaint, Ms. Brown-Underwood checked a box to indicate Peoples Natural Gas Company, LLC (Peoples or Respondent) was threatening to

shut off or did shut off her service. Complaint ¶ 4. She also checked the “Other” box, writing as follows:

The expense for the time frame of February – March 2025, is roughly \$500.00. I received a notification of termination dated April 8, 2025, while not actually receiving the form until April 14, 2025, effectively reducing my time to respond and more importantly, pay the expense. I spoke with a representative and also mentioned the amount due, as we’ve been extremely consistent in making payment for years. When I reviewed the utility usage, January was the highest usage per the graph. We only have gas for the boiler system not the stove or any other place, so I question the amount owed. We also keep the temperature between 68-70 degrees.

*Id.* As relief, Complainant indicated she wanted Respondent to “review the graph and explain how, if we only have gas for the boiler, how can we have such a high expense?” Complaint ¶ 5. Complainant further requested “an additional 5-10 days when the mail is sent extremely late” and “more details about payment.” *Id.*

In the “additional space” section of her Formal Complaint, Ms. Brown-Underwood reported she questioned Respondent’s billing based on her usage, wanted Respondent to be “investigated for fraudulent activity,” felt Respondent was “extorting” her, and alleged Respondent was “attempting to hurt [her] reputation.” Complaint, p. 9.

In her Complaint, Complainant selected eFiling as her preferred method of service. Complaint ¶ 9.

On August 8, 2025, Respondent filed an Answer to the Complaint. In its Answer, Respondent averred Complainant owed Respondent \$485.77, and that the disputed bills are correct as rendered. Answer ¶ 4. Respondent further averred on July 28, 2025, it checked Complainant’s gas lines, appliances, and meter. *Id.* Respondent

further averred that there were no problems of any kind detected and Complainant's meter was replaced. *Id.* Respondent asserted it accepts many ways of payment. *Id.*

On August 14, 2025, an Interim Order was issued directing the parties to attempt to resolve the matter themselves and to report to a Mediator with the Office of Administrative Law Judge regarding the status.

On December 3, 2025, an Initial Telephonic Hearing Notice was issued that notified the parties an initial telephonic hearing had been scheduled on January 20, 2026 at 10:00 a.m.

On December 3, 2025, a Prehearing Order was issued that also set forth the date and time of the hearing and informed the parties about applicable procedural rules.

On January 13, 2026, Respondent filed a Certificate of Service, indicating Respondent served on the presiding officer and Complainant copies of its proposed exhibits.

On January 20, 2026, the presiding officer convened the initial telephonic hearing. Complainant appeared, representing herself. Respondent was represented by Jennifer Petrisek, Esquire. Complainant testified on her own behalf and Respondent presented the testimony of Yvonne Zentz, Compliance Specialist 3 with Respondent. Complainant offered two exhibits, both of which were admitted into the record:

Complainant Exhibit 1, meter test results; and  
Complainant Exhibit 2, average temperature information.

Respondent offered one exhibit that was admitted into the record:

Peoples Exhibit 1, statement of account<sup>1</sup>.

The hearing produced a transcript of 79 pages which was filed on February 2, 2026. An Interim Order was issued closing the record on February 5, 2026.

The matter is now ripe for adjudication.

### FINDINGS OF FACT

1. Complainant is Pamela Brown-Underwood.
2. Respondent is Peoples Natural Gas Company LLC, a jurisdictional public utility regulated by the Commission.
3. Complainant resides on Oakmont Street in Pittsburgh, Pennsylvania (service address), where she receives natural gas service from Respondent. Tr. 24, Complaint ¶ 1.

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<sup>1</sup> During the hearing, Complainant reported she was not provided with a copy of Respondent's proposed exhibits in advance of the hearing. Tr. 36-37. Complainant elected in her Complaint to receive documents via eFiling. Complaint ¶ 9. The undersigned Administrative Law Judge (ALJ) noted Complainant was not copied on the email from Respondent's counsel that provided the proposed exhibits to the ALJ. In light of the potential issue with service of the proposed exhibits, Respondent's counsel indicated she wanted to forego the use of Respondent's original proposed exhibits and use the document attached to the Answer as Respondent's sole exhibit instead. Tr. 40. Complainant did not want a continuance of the hearing and did not object to the use of the document attached to the Answer as Respondent's exhibit. Tr. 42. The exhibit was identified as Peoples Exhibit 1 and entered into the record. Tr. 56. On January 20, 2026, after the hearing, Respondent's counsel forwarded the original proposed exhibits to Complainant via email.

4. Complainant has lived at the service address since 2019. Tr. 24-25.
5. Complainant lives in a four-floor, eight-room house with four bedrooms. Tr. 25-26.
6. Complainant's home uses a natural gas water heater, a natural gas dryer, and she heats her home with a natural gas boiler. Tr. 26.
7. Complainant disputes the correctness of her February and March 2025 natural gas bills. Tr. 29.
8. Complainant disputes the correctness of the February and March 2025 bills based, at least in part, on searches she completed on Google for the average temperatures in 2023, 2024, and 2025. Tr. 14, 29.
9. Complainant does not adjust her thermostat in response to the temperature outdoors. Tr. 69.
10. Complainant reported there were no changes in the pattern of natural gas usage in her home during the relevant time period. Tr. 30.
11. Fluctuations in charges can occur due to differences in the cost of natural gas, including the commodity and delivery costs, which are adjusted quarterly. Tr. 51-52.
12. A degree day is "a measurement of coldness of the weather experience based on the extent to which the daily mean temperature falls below reference temperature of 65 degrees." Tr. 65.

13. An increase in degree days generally correlates with an increase in usage because it is colder outside and more natural gas is needed to heat customers' homes with natural gas heat. Tr. 53.

14. Respondent bills customers monthly for a period of time that has already occurred. Tr. 50, Peoples Exhibit 1.

15. On February 8, 2024, Complainant's account was charged \$333.78 for usage of 37.5 MCF<sup>2</sup> and 919 degree days. Tr. 52, Peoples Exhibit 1.

16. On February 7, 2025, Complainant's account was charged \$505.35 for usage of 47.4 MCF and 1,165.5 degree days. Tr. 53, Peoples Exhibit 1.

17. On March 8, 2024, Complainant's account was charged \$234.09 for usage of 25.8 MCF and 641 degree days. Peoples Exhibit 1.

18. On March 7, 2025, Complainant's account was charged \$451.61 for usage of 40.1 MCF and 948 degree days. Peoples Exhibit 1.

19. On April 8, 2025, Complainant's account was charged \$341.11 for the usage of 23.3 MCF and 457 degree days. Peoples Exhibit 1.

20. As of February 8, 2024, Complainant was on a budget plan and the amount she was billed under her budget plan was \$106.00. Peoples Exhibit 1.

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<sup>2</sup> The undersigned ALJ takes judicial notice that MCF, which stands for "one thousand cubic feet" is a standard measurement used in the United States to quantify natural gas.

21. As of March 8, 2024, Complainant was on a budget plan and the amount she was billed under her budget plan was \$166.00. Peoples Exhibit 1.

22. As of February 7, 2025, Complainant was on a budget plan and the amount she was billed under her budget plan was \$165.00. Peoples Exhibit 1.

23. As of March 7, 2025, Complainant was on a budget plan and the amount she was billed under her budget plan was \$197.00. Peoples Exhibit 1.

24. Complainant's usage was in line with the weather. Tr. 66.

25. Complainant received a Notice of Termination via mail on Monday, April 14, 2025, that was dated Tuesday, April 8, 2025. Tr. 29.

26. Respondent's practice for termination of service is that a customer is sent a 10-day termination notice in the mail (and via e-filing if a customer is enrolled in e-billing) and Respondent will attempt to make personal contact by phone twice prior to terminating service. Tr. 47.

27. If phone contact is not available as part of the termination process, Respondent will make a 27-hour post on the property before terminating service. Tr. 47.

28. Respondent has no indication the standard practice for termination of service was not followed in Complainant's case. Tr. 47.

29. Complainant's natural gas service was terminated for nonpayment on an unknown date prior to July 28, 2025. Tr. 46-47, 56.

30. Complainant's natural gas service was restored on July 28, 2025.

Tr. 56.

31. When Complainant's service was restored, Respondent removed the existing natural gas meter and replaced it with a new meter. Tr. 56.

32. Respondent subsequently tested the natural gas meter that was removed, and found it tested slow at 8.85%, meaning it had been under-recording the amount of natural gas Complainant's household used and Respondent underbilled Complainant. Tr. 49, Complainant's Exhibit 1.

33. Respondent did not charge Complainant for the natural gas that was "missed" due to the slow meter. Tr. 49.

### DISCUSSION

In her Formal Complaint, Complainant asserted Respondent was threatening to shut off or did shut off her service, she questioned the usage she was charged, and she reported she did not receive a termination notice in the mail until six days after the date on the notice. Complainant asserted Respondent should be investigated for fraudulent activity, that she was being extorted, and that Respondent was attempting to hurt her reputation.

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). To establish a sufficient case and satisfy the burden of proof, a complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a

preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Here, as the proponent of the request for relief, Complainant bears the burden of proof.

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal weight, Complainant has not satisfied her burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

In cases of alleged high billing, the Commission applies the standards set forth in *Waldron v. Phila. Elec. Co.*, 54 Pa. P.U.C. 98 (1980). *Waldron* indicates that in a billing dispute case, the billing history of the complainant, any changes in the number of occupants of the household, the potential for energy utilization, and any other relevant facts or circumstances raised in the complaint proceeding will be considered along with the accuracy of the meter. *Waldron* at 100.

In *Milkie*, the Commonwealth Court of Pennsylvania expanded the *Waldron* rule. The Court indicated a customer can prove his or her case with circumstantial evidence, even when a utility presents evidence that the customer's meter has been tested and found to be accurate. *Milkie*, 768 A.2d at 1220.

In *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011), the Commission stated that in evaluating a “high bill” complaint, it could consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), *and any other relevant facts or circumstances that come to light during the proceeding*” in addition to the factors set forth in *Waldron. Thomas* at 5. (emphasis in original) (citation omitted). The Commission noted a complainant can establish a *prima facie* case by showing the disputed bill is abnormally high when compared to prior usage patterns and the pattern of usage has not changed, or with other relevant evidence. *Id.*

A violation of the Code can occur when a utility fails to provide reasonable service. The requirement to provide reasonable service is found in Section 1501 of the Code and states, in part, as follows:

**§ 1501. Character of service and facilities.**

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service...

66 Pa.C.S. § 1501.

Assertions, personal opinions, or perceptions do not constitute evidence.  
*Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

Overbilling

Complainant’s testimony indicated she thought her bill was too high in February and March of 2025, based, at least in part, on Google searches she had done. Tr. 14, 29. Complainant asserted her 2023 and 2024 bills were comparable to one another, but in 2025 she was charged a “higher rate than usual.” Tr. 14. Complainant believed she was billed more despite temperatures being warmer. Tr. 14. Complainant reported she keeps her thermostat at essentially the same temperature and does not adjust it based on weather, so she believes her bill should be consistent. Tr. 69. Complainant also reported there were no changes in the pattern of natural gas usage in her home during the relevant time period. Tr. 30. Complainant argued she had not “reached a point of being billed at a rate of \$500 in a particular month” prior to February or March of 2025. Tr. 30.

Respondent presented testimony and evidence regarding the differences in Complainant’s bills. Respondent’s witness testified that generally, fluctuations in charges can occur due to differences in the cost of natural gas, which is adjusted quarterly. Tr. 51-52. Regarding Complainant’s specific bills issued in February and March of 2024 and 2025, Respondent’s evidence, specifically Peoples Exhibit 1, establishes the following usage, degree days, and charges assessed:

	<b>February 8, 2024</b>	<b>February 7, 2025</b>
<b>Usage</b>	37.5 MCF	47.4 MCF
<b>Degree Days</b>	919	1,165.5
<b>Charges</b>	\$333.78	\$505.35

	<b>March 8, 2024</b>	<b>March 7, 2025</b>
<b>Usage</b>	25.8 MCF	40.1 MCF
<b>Degree Days</b>	641	948
<b>Charges</b>	\$234.09	\$451.61

The bill amount evidence set forth above, standing alone, could arguably establish a minimal *prima facie* case of overbilling in relation to Complainant’s disputed bills in February and March of 2025. The evidence to support a *prima facie* case is not extensive, but there is no dispute that Complainant’s February and March 2025 charges were higher than her 2024 charges for the same months, and Complainant reports no significant change in her household’s usage.

Nonetheless, Respondent provided credible evidence to explain the differences in bills and rebut Complainant’s evidence. Complainant may have had higher bills for the months in question, but the time periods she was billed for were generally colder, as evidenced by the number of degree days during those periods. Complainant reported she kept the temperature in her home the same despite the weather, so she would have used more natural gas to heat her home during colder periods. Also, there was some fluctuation due to differences in natural gas costs that could have affected her charges. Further, as Complainant’s Exhibit 2 indicates, when her meter was removed and tested in August of 2025, testing showed the meter was effectively causing Complainant to be underbilled prior to the testing.

The remainder of the testimony and evidence presented by Complainant regarding the overbilling allegation is not persuasive. Complainant’s Exhibit 1 that purports to explain her theory on the temperature differences is unclear and lacks any authenticated source of data and it is therefore given little weight. First, the average temperature listed for March of 2024 is 46.6 F, and for March of 2025 is 45-57 F. Complainant Exhibit 1. Complainant apparently is comparing an average figure with an

average range (that includes the average figure). The use of a range is not explained. A comparison of two dissimilar pieces of data is not useful here. Even if Complainant provided useful pieces of data to compare, Complainant only reported that the data came from a Google search. As the source of Complainant's data has not been specifically identified, there is little assurance of accuracy. Finally, as Respondent's witness explained, Respondent's monthly bills reflect a time period that already occurred. Tr. 50. This is significant because Complainant is apparently arguing her bill was too high considering higher temperatures that occurred in March of 2025, but she would have been billed for the majority of the month of March of 2025 in her April 2025 bill. The April 8, 2025 bill reflected significantly less usage and a smaller number of degree days than the March 7, 2025 bill. Accordingly, Complainant's account was charged \$110.50 less on the April 8, 2025 bill than the March 7, 2025 bill.

Additionally, Complainant provides a chart on Complainant Exhibit 1 titled expense comparison. This expense comparison lists her expense for March of 2024 as \$234.09 and her expense for March of 2025 as \$538.15. *Id.* Looking to Peoples Exhibit 1, it appears Complainant is comparing her charges for the March of 2024 monthly bill with her total plan amount due under her budget billing for March of 2025. Peoples Exhibit 1. Again, these are two dissimilar pieces of data. A comparison of two dissimilar figures is not useful in these circumstances. It is noteworthy that Complainant's bill was paid each month in the months leading up to the March of 2024 bill, but she did not pay each month in full in the months leading up to March of 2025, so her total accumulated balance was higher.<sup>3</sup> Peoples Exhibit 1.

Complainant's testimony in relation to her Complaint and the Exhibits she provided consisted of mostly conclusory, unsupported averments and provided little

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<sup>3</sup> Complainant's account was charged \$451.61 on her March 7, 2025 bill, which is still a significant increase from the March 8, 2024 charge. Still, the totality of evidence fails to establish she was overbilled.

clarification. Assertions, personal opinions, or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). As stated above, Complainant's testimony that she kept her thermostat the same despite the weather supports that she may have fluctuations in bills when the weather fluctuates and weakens her own assertions that her usage was consistent and her bills should remain consistent. Tr. 69. Complainant's testimony was vague and often unresponsive to questioning and is therefore given little weight in relation to the disputed issues in this case. Tr. 11-14, 24-25, 27-29.

Based on a careful review of the evidence, Complainant failed to meet her burden of proof to establish her bills were incorrect or that she was overbilled.

#### Termination Notice

Complainant also took issue with a termination notice sent by Respondent that was dated April 8, 2025, but she did not receive it in the mail until April 14, 2025. Tr. 29. April 8, 2025 was a Tuesday and April 14, 2025 was a Monday. There would have been three business days between April 8 and 14 in 2025. This is not an unreasonable amount of time for mail to be processed and delivered. Respondent's witness testified there was no information to indicate Respondent did not follow standard procedures in Complainant's case when issuing the termination notice. Tr. 47. Complainant has failed to present evidence to show that Respondent did not follow standard procedures or that Respondent acted or failed to act in a way that was a violation of a statute, regulation, Commission order or tariff in relation to the issuance of the termination notice by sending a termination notice dated April 8, 2025 that Complainant received on April 14, 2025.

## Extortion, Fraud, and Injury to Reputation Allegations

Complainant stated in her Complaint that she wanted Respondent to be “investigated for fraudulent activity,” thought Respondent was “extorting” her, and alleged Respondent was “attempting to hurt [her] reputation.” Complaint, p. 9. The record contains no evidence to support the allegations that Respondent engaged in extortion, fraud, or any attempt to hurt Complainant’s reputation. Complainant failed to establish Respondent violated a statute, regulation, Commission order or tariff in relation to these allegations.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.
2. A public utility is required to provide adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.
3. As the party seeking relief, Complainant bears 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).
5. Assertions, personal opinions, or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).
6. The *Waldron* Rule allows a complainant to establish a *prima facie* case in a “high bill” complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high.

