

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

Public Meeting held June 18, 2026

Commissioners Present:

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

Mekkah Ali

F-2025-3056660

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Mekkah Ali (Ms. Ali or Complainant), filed on March 19, 2026, to the Initial Decision (I.D.) of Deputy Chief Administrative Law Judge (ALJ) Christopher P. Pell, issued on February 27, 2026, in the above-captioned proceeding. Replies to Exceptions were filed by PECO Energy Company (PECO, Company, or Respondent) on March 30, 2026. For the reasons set forth below, we shall deny the Complainant's Exceptions and adopt the Initial Decision of ALJ Pell, consistent with this Opinion and Order.

I. History of the Proceeding

On July 24, 2025, Ms. Ali filed a Formal Complaint (Complaint) against PECO.¹ Therein, the Complaint alleged that there were incorrect charges on her bills. For relief, the Complainant identified the following, which she requested from the Commission:

I would like my complaint resolved by PUC by ordering Peco utility company to accurately dispute the charges from my recent address ... that they have been charging me for a year and a half at the same time while I'm at my current address ... they called me one of their supervisors and tried to offer me a deal and also let me know that they're going to be taking \$1000 off of my bill while also saying that I didn't order for services to get shut off at that address which I always do and if that's the case then why would they offer me in agreement to deduct \$1000 off of the bill?!

Complaint at 3. The Complainant further explained that she submitted her current lease to PECO but did not hear back from the Company regarding the disputed charges, and subsequently contacted the Commission. Complaint at 4.

On August 25, 2025, PECO filed an Answer denying the material allegations of the Complaint. PECO requested that the Commission dismiss the Complaint in its entirety. Answer at 3-6.

On August 26, 2025, an Initial Telephonic Hearing Notice was issued, and the matter was set for an initial hearing on October 29, 2025 at 10:00 a.m. The case was assigned to ALJ Pell as presiding officer.

¹ The Complaint is an appeal of an informal decision of the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 4054632, issued on July 16, 2025.

On August 29, 2025, ALJ Pell issued a Prehearing Order which addressed procedural matters and hearing procedures.

On September 11, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was issued rescheduling the initial hearing to November 21, 2025 at 10:00 a.m.

The hearing convened, as scheduled, on November 21, 2025. Ms. Ali participated *pro se* and testified. The Respondent appeared and was represented by Margaret Morris, Esquire. Attorney Morris presented the testimonies of Ms. Lisa Crespo, a PECO Senior Regulatory Assessor, and Ms. Gainell Chalmus, a PECO Senior Supervisor for Universal Services Department, and offered seven exhibits, all of which were entered into the record. PECO's Exhibits (Exh.) were the following:

- Exh. 1 – Customer Contacts for Prior Address;
- Exh. 2 – Final Bill for Prior Address, dated September 23, 2024;
- Exh. 3 – Customer Contacts for Service Address;
- Exh. 4 – Statement of Account for Service Address;
- Exh. 5 – CAP History;
- Exh. 6 – Complainant's PECO Payment Arrangements; and
- Exh. 7 – BCS Decision at Case No. 4054632.

The hearing generated a transcript of 56 pages. The record closed on December 9, 2025, when a copy of the hearing transcript was received.

The Initial Decision of ALJ Pell was issued by the Commission on February 27, 2026. Therein, he denied the Complaint. The Exceptions of Mekkah Ali were filed March 19, 2026, and the Commission issued a Secretarial Letter providing service of the Complainant's Exceptions on PECO and directing that Replies to Exceptions be filed no later than March 30, 2026. Replies to Exceptions were timely filed by the Company.

II. Discussion

A. Legal Standards

1. Burden of Proof

Pursuant to Section 332(a) of the Public Utility Code (Code), the proponent of a rule or order bears the burden of proof. 66 Pa.C.S. § 332(a). To satisfy the burden of proof, the Complainant, as the party seeking relief, must establish a sufficient case that the Respondent 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*). 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 (Pa. 1992) (*Lansberry*). That is, the Complainants' evidence must be more convincing, by even the smallest amount, than the evidence presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950) (*Se-Ling Hosiery*). Additionally, this Commission's decisions must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & West Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon presentation by a Complainant of sufficient evidence to initially satisfy the burden of proof, the evidentiary burden shifts to the Respondent to present persuasive evidence rebutting that of the Complainant. If the Respondent's evidence is of co-equal value or weight, the Complainant has not satisfied their burden of proof, and they must provide some additional evidence to rebut that of the Respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983). While the evidentiary 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 to prove its case by a preponderance of the evidence. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Regarding the transfer of accounts, Commission Regulations provide, in pertinent part, that:

A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered.

52 Pa. Code § 56.16(a).

B. The ALJ's Initial Decision

ALJ Pell made fifteen Findings of Fact and reached five Conclusions of Law. I.D. at 3-5, 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 the Initial Decision, ALJ Pell denied the instant Complaint, finding that Ms. Ali failed to meet her burden of demonstrating that PECO incorrectly continued to bill her for service rendered to a prior address after she moved to her current address. The ALJ noted that the Complainant challenged her responsibility for charges that accrued under an account for service in her name after she moved out of a prior service address. ALJ Pell acknowledged that the Complainant maintained that she requested discontinuance of service at the time she moved out of her previous residence. I.D. at 7 (citing Tr. at 16).

The ALJ also found that, in response, PECO's witness, Ms. Crespo, offered credible testimony that the Complainant never contacted the Company to request discontinuance of electric service to her prior address. I.D. at 7 (citing Tr. at 29). Although the Complainant moved to her current address in July 2023, ALJ Pell found that PECO demonstrated that the electric account for service at Ms. Ali's previous address remained active in the Complainant's name from July 26, 2021, through September 21, 2024. I.D. at 4 (citing Tr. at 25). In addition, ALJ Pell noted that PECO issued a final bill to the Complainant, dated September 23, 2024, for the previous service address, in the amount of \$8,513.00. I.D. at 4, FOF No. 9 (citing Tr. at 27; PECO Exh. 2). The ALJ further noted that PECO transferred the balance from the previous address to the Complainant's current account as PECO confirmed that a customer can have more than one account for service. I.D. at 4, FOF No. 11 (citing Tr. at 27).

In the Initial Decision, the ALJ determined that the Complainant was not able to rebut the Respondent's testimony. Pursuant to Section 56.16 of the Commission's regulations, 52 Pa. Code § 56.16(a), ALJ Pell found that PECO acted within its rights when it continued to bill the Complainant for electric service provided to a previous service address after she moved out. I.D. at 7.

In addition, the ALJ noted that PECO's witness, Ms. Crespo, provided evidence that, once the Complainant provided a copy of her lease for the service address, which began on July 1, 2023, PECO credited her account in the amount of \$1,131.00 for all of the charges she was billed between June 30, 2023, through September 21, 2024. I.D. at 5, FOF No. 13 (citing Tr. at 29, 34; PECO Exh. 4). ALJ Pell further stated that PECO's witness explained that the Company removed these charges from the Complainant's bill because she provided proof that she did not reside at her previous address after June 30, 2023, and should not be responsible for the charges billed after that date. I.D. at 5, FOF No. 12 (citing Tr. at 29). The ALJ determined that PECO acted in

accordance with Commission Regulations when it continued to bill her for electric service provided to her prior address after she moved out, but is no longer holding the Complainant responsible for those charges. I.D. at 5, FOF Nos. 12-15 (citing Tr. at 28-29; PECO Exh. 4); I.D. at 8, COL No. 5.

C. Exceptions and Replies

The Complainant's Exceptions² consist of a five-page hand-written document, wherein the Complainant asserts that she disagrees with the final decision in this matter and insists that she provided sufficient evidence that she notified PECO that her services were to be cut off at her previous residence at the time she moved to her current location. Exc. at 1-2. In her Exceptions, Ms. Ali admits that she is aware that she had a pending balance from her previous address and claims that she spoke to PECO on numerous occasions about her high electric bills at her current address.³ *Id.* at 2. In addition, the Complainant reiterates her position that she provided notice to PECO to shut off her electric service to her previous address, stressing that she informed the Company that she was moving to her current address. Ms. Ali further submits that only PECO would have evidence of her phone call that documented her notification to the Company. *Id.* at 4-5.

² We note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will accept the Exceptions as filed, pursuant to Section 1.2(a) of our Regulations, and consider the merits.

³ The Complainant made similar arguments regarding high electric bills at her current address, as documented in PECO's Exhibit 3 but the ALJ did not permit the statements to be admitted into the record, as they were offered in rebuttal testimony rather than direct testimony at the hearing. Tr. at 54.

PECO filed Replies to Exceptions, in which the Company argues that the Commission should deny the Exceptions, affirm the Initial Decision in its entirety, and sustain the dismissal of the Complaint. PECO submits that the Complainant is attempting to further litigate this case by disagreeing with the Initial Decision without identifying any specific error of law or abuse of discretion. The Respondent argues that the Complainant's Exceptions are procedurally improper and should be summarily dismissed. R. Exc. at 4.

Also, PECO submits that the Complainant has rendered only opinion testimony in this case and has not provided any evidence that there are incorrect charges on her account. PECO further submits that the Complainant's assertions, personal opinions, or perceptions do not constitute evidence. *See Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). The Respondent concludes that ALJ Pell thoroughly reviewed the record evidence and found that the Complainant did not carry her burden of proof that the account contained incorrect charges. R. Exc. at 4.

Further, PECO stresses that it has removed the charges disputed by the Complainant in this proceeding. The Respondent states that ALJ Pell previously noted that PECO removed those charges when the Complainant presented her current lease as proof that she had vacated her prior address. Therefore, PECO submits that this argument is moot and requests that the Commission adopt, without modification, the Initial Decision, which dismissed the instant Complaint in this matter. R. Exc. at 5.

D. Disposition

At the outset, we advise the Parties that any issue or argument 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. *Consl. Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).⁴

As stated previously, pursuant to Section 332(a) of the Code, the Complainant in this proceeding bears the burden of proof. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that PECO is responsible or accountable for the problem described in the Complaint. *See Patterson*. Such a showing must be by a preponderance of the evidence. *See Lansberry*. That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by PECO. *See Se-Ling Hosiery*. Based upon the record in this proceeding and our review of Ms. Ali's Exceptions, we agree with the ALJ that the Complainant failed to prove that she had incorrect charges on her electric bill.

In her Exceptions, the Complainant again challenges the accuracy of her bills, claiming that she had notified the Respondent in June 2023 that she had moved from her previous address to her current residence. Upon our review of the record, we find no evidence provided by the Complainant that she properly and timely notified PECO of her move and requested that service be discontinued at her former address. Thus, we concur with the ALJ's finding that the Complainant did not provide any record evidence to document that she timely notified PECO to disconnect service at her previous address when she vacated the premises. *See I.D. at 7*.

⁴ *See also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlth. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlth. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

We also find that PECO presented sufficient record evidence to prove that the charges on the Complainant's electric bill were correct. The Respondent provided several hearing exhibits (Exhibit Nos. 1-4) showing charges for the Complainant's electric service at Ms. Ali's previous address from July 26, 2021, through September 21, 2024. I.D. at 4, FOF No. 8 (citing Tr. at 25). The record also demonstrates that, once the Complainant provided a lease documenting her current address⁵ to PECO, the Respondent promptly removed the charges attributed to Ms. Ali's former residence after the date she vacated the premises. Tr. at 28, PECO Exh. 3. Therefore, to the extent the Complainant argued that PECO incorrectly continued to bill her for service rendered to a prior address after she moved to her current address, the issue is rendered moot by the Company's action in refunding the amounts billed for that period. To the extent the Complainant attempts in her Exceptions to dispute the remaining outstanding balance which was transferred to the new account, the Complainant's arguments were properly barred by the ALJ, as they were offered in rebuttal testimony rather than direct testimony at the hearing. *See* Tr. at 54.

Based upon the record in this proceeding and our regulations, we determine that PECO correctly billed the Complainant for electric service at her former and current residences in accordance with Commission regulations and applicable law. *See* 52 Pa. Code § 56.16(a).

Therefore, based upon our review of the record and the applicable law, we find that the ALJ properly weighed the evidence and testimony presented herein to conclude that the Complainant failed to carry her burden of proof on the Complaint and, therefore, dismissal of the Complaint in this proceeding was appropriate. Accordingly,

⁵ The Complainant provided a lease documenting her current address in May 2025. *See* Tr. 28; PECO Exh. 4.

we shall deny Ms. Ali's Exceptions, adopt the Initial Decision, and dismiss the instant Complaint.

III. Conclusion

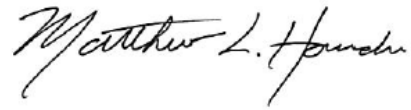
For the reasons set forth in this Opinion and Order, we shall deny the Complainant's Exceptions and adopt the Initial Decision of ALJ Pell, dismissing the Complaint because Ms. Ali failed to meet her burden of proof; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Mekkah Ali, filed March 19, 2026, to the Initial Decision of Deputy Chief Administrative Law Judge Christopher P. Pell, issued on February 27, 2026, at Docket No. F-2025-3056660, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Deputy Administrative Law Judge Christopher P. Pell, issued on February 27, 2026, at Docket No. F-2025-3056660, is adopted, consistent with this Opinion and Order.

3. That the Commission shall mark this matter 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, stylized initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: June 18, 2026

ORDER ENTERED: June 18, 2026