

Background

In 2006, Shira Meng and Master Holding, LP, purchased Subject Property. Between 2006 and 2008, Ms. Meng and Master Holding, LP spent in excess of \$25,000.00 renovating, upgrading and remodeling the Subject Property.

Chicken on the Run, LLC was a Philadelphia-based establishment, originally located at 4728 Oxford Avenue, Philadelphia, PA, with a PGW account #: 04-4600-0318, which was opened on July 02, 2008. A deposit of \$1,616 was required. On December 08, 2008, PGW closed account with a balanced owed of \$408.80. Chicken on the Run, LLC then re-established an account at the Subject Property as of December 05, 2008. According to conversations Complainant Shira Meng had with PGW representative, PGW required a deposit for new accounts. Although Chicken on the Run, LLC had previously tendered a deposit with PGW for 4728 Oxford Avenue; PGW negligently failed to require Chicken on the Run, LLC to post a security deposit for gas service at Subject Property. In February, 2009, Chicken on the Run, LLC vacated Subject Property, but PGW failed to monitor and/or turn-off said gas, before issuing Chicken on the Run's refund of approximately \$1,600.00. Thereafter, Shira Meng and Master Holding, LP were beset by a lien for payment of outstanding gas charges in the amount of \$2,426.92, as of August 31, 2010.

Legal Standard

The United States Supreme Court has recognized *Pro Se* defendants in court. Kolender v. Lawson, 461 U.S. 352 (1983). The judiciary has recognized that an increasing number of defendants/litigants are represented *Pro Se* because of the economic downturn [of the current-Great Recession]. (*See* ABA Journal, "Report on the Survey of Judges on the Impact of the Economic Downturn on Representation in the Courts.")

The mandate of the Pennsylvania Public Utility Commission is to "Balance the needs of consumers and utilities to ensure safe and reliable utility services at reasonable rates, protect the public interest, and further economic development." The Pennsylvania Public Utility Commission has recognized Exceptions proffered by *Pro Se* litigants. (*See* Collazo v. Stillwater Sewer Corporation, Docket #:C-20066892, Pennsylvania Public Utility Commission, November 29, 2007.) Section 1.21 of the Pennsylvania Public Utility Code clearly states, "persons may be represented ... (2) A bona fide officer of a corporation, ... may represent the corporation,"

Application

A. COMPLAINANT SHIRA MENG/MASTER HOLDING, LP MAY APPEAR PRO SE

Contrary to PGW's argument, both Shira Meng and Master Holding, LP may appear *Pro Se* in the within-case. *Pro Se* representation has been acknowledged and recognized by the United States Supreme Court, American Bar Association, Survey of Judges, and the Pennsylvania Public Utility Commission, *supra*. Accordingly, it must be concluded that PGW's raising of the correctness of *Pro Se* representation is only subterfuge to mask their own incompetency in failing to properly monitor Chicken on the Run's usage of gas and entitlement to their "improperly refunded security deposit," which resulted in PGW's assessment of lien on Subject Property. Moreover, as Shira Meng is the owner and officer of Master Holding, LP, Pennsylvania Public Utility Law section 1.21, permits her representation of this business entity.

B. PGW VIOLATED PENNSYLVANIA PUBLIC UTILITY LAW

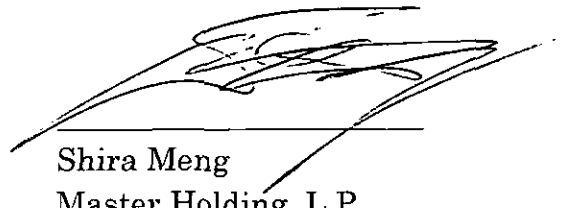
Section 59.14 of Pennsylvania Public Utility Law provides: "If any substantial change is made by a public utility in gas composition, ... or other service conditions which would affect ... operations of commercial customers shall be inspected and, adjusted, without charge by the utility, to meet the new conditions." Here, PGW failed to monitor Chicken on the Run's usage of gas at Subject Property. Moreover, PGW negligently refunded Chicken on the Run's security without first assessing their financial liability for gas usage at Subject Property. As PGW was required to inspect said premises, which would affect the operations of commercial tenants, but failed to do so, it is axiomatic that Shira Meng/Master Holding, LP should not be held responsible for PGW. Therefore, PGW is the "true tort feisor" and should be held "financially responsible" for lien placed on Subject Property.

Too, Shira Meng and Master Holding, LP have spent over \$25,000.00 in upgrading, renovating and remodeling Subject Property for the benefit of the

economic vitality of the City of Pennsylvania. As this is in keeping with Public Utility Commission's mandate of "serving the public interest and furthering economic development," justice and equity dictate that this lien be removed forthwith.

We thank this Honorable Tribunal for review of their findings herein and prompt removal of lien placed on Subject Property. We welcome discussing this matter in greater detail. As such, please contact me directly at 212.965.1982/ 646.378.8877.

Respectfully submitted,



Shira Meng

Master Holding, L.P.

P.O. Box 34

New York, New York 10013

Dated: May 09, 2011

TO: Secretary of the Commission
Second Floor
Keystone Building
400 North Street
Harrisburg, PA 17105

Office of Special Assistants
Third Floor
Keystone Building
400 North Street
Harrisburg, PA 17105

Laureto Farinas, Esquire
Attorney for Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, PA 19122
215.684.6982


BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Shira Meng, Master Holding LP :
v. : Docket No. C-2010-2213316
Philadelphia Gas Works :

AFFIDAVIT

I, Shira Meng, hereby declare that I am a principal, primary owner and officer for complainant Master Holding, LP. I am authorized to submit these papers on behalf of Master Holding, LP. The facts set forth in the foregoing are true and correct to the best of my knowledge, information and belief. As to matters upon information and belief, I believe them to be true based upon records and files maintained herein. This Affidavit is made subject to the penalties of perjury.

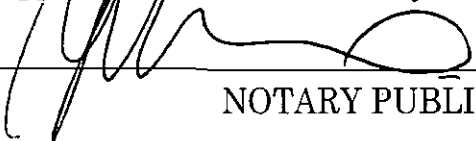
Dated: New Rochelle, New York
May 09, 2011



Shira Meng
MASTER HOLDING, LP

NOTARY

Sworn to before me on this day, May 9th, 2011, Shira Meng personally appeared before me and duly executed this document.



NOTARY PUBLIC

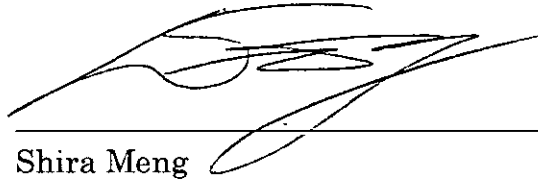
LUIS MORENO
Notary Public, State of New York
Qualified in Westchester County
No. 01MO6111378
My Commission Expires 06-07-2012

P.A.P.U.C.
SECRETARY'S BUREAU

2011 MAY 12 AM 9:51

RECEIVED

DATED: New Rochelle, New York
May 09, 2011

A handwritten signature in black ink, appearing to read 'Shira Meng', is written over a horizontal line.

Shira Meng
Master Holding, LP
P.O. Box 34
New York, New York 10013
212.965.1982/646.378.8877

