

# Complainant's Exhibits with Her FULL EXCEPTIONS Submission

Exhibit A - Complainant's Complaint pgs  
2-7 and pgs 10-12 w Redaction <sup>of personal</sup> <sub>information</sub>

Exhibit B - Complainant's Late / Additional  
Exhibits Submissions

Exhibit C - Complainant's Continued Motion  
for sanctions and motion to compel Resp'

Exhibit D - Comp' Resp to Judge Pell's  
Interim Order

Exhibit E - Comp' Amended Journal Comp

Exhibit F - Comp' Request for Reconsideration  
of Preliminary Objections

Exhibit G - Letter of 06/12/03 Documenting  
Problems with Pw previously

Exhibit H - Comp' Resp to In-Person  
Hearing Motion

Exhibit I - Affidavit of Defense on  
Docket No. 060730129

**RECEIVED**

MAR 22 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey, Complainant

vs

C-2016-2567445

Philadelphia Gas Works, Respondent

RECEIVED  
MAR 22 2018  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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FULL EXCEPTIONS OF (DEBBIE HUGHEY) - COMPLAINANT REGARDING  
THE ALLEGED JUDGE PELL'S INITIAL DECISION

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INTRODUCTION

The Complainant disagrees with the Deputy Chief Administrative Law Judge, Christopher P. Pell's Decision (Introduction) of the Complaint of Debbie Hughey against the Philadelphia Gas Works (PGW). On the contrary, the Complainant had not only proven her burden of proof in showing the deceptions of the Philadelphia Gas Works and the City of Philadelphia, but that of the PGW's Attorney as well as those of Judge Salapa's and the alleged Judge Pell's Violations, Biases, Abuse of Power, Abuse of Discretions, Manipulations, Fraud, Omissions, Lies, and etc... The Complainant as well as PGW's own Attorney have proved that not only did PGW intentionally and fraudulently charged for Gas Services as well as provided the Complainant with unreasonable and inadequate services, tactics, and etc... and that not only did PGW illegally terminated Gas Services, but that the City of Philadelphia via the Philadelphia Gas Works has **planned and plotted to steal our property again**; in which, both Judges (Salapas and Pell) and PGW's Attorney (Ms. G. Christlieb) refused to acknowledge and list in there history pertaining to the Complainant's Claims that the City of Philadelphia, the owner of PGW had planned and plotted in trying to steal her property. Also, Judge Pell did not mentioned the Complainant Amended Complaint and updated responses to PGW's Preliminary Objections were not timely addressed.

HISTORY OF CASE

COMPLAINT'S EXCEPTIONS:

1. (page 1 - paragraph 1) Misleading and Intentional Omissions - Judge Pell's History of the Proceedings are not fully correct as well as he has intentionally performed acts of omissions.

Prior to the Complainant's Formal Complaint of September, 2016, the Complainant, Debbie Hughey, filed an **Informal Complaint** (via Certified Mail # 7015 0640 0007 5103 1448) with the Pennsylvania's Public Utility Commission (PUC) against PGW - Philadelphia Gas Works (Respondent); in which, her Informal Complaint was ignored, and no investigation, and etc... were ever done, and the PUC's Staff kept intentionally giving the Complainant wrong information, by informing her that it takes several months before she would hear anything about her Informal Complaint; in which, the Complainant never heard nor received anything from the PPUC (Commission), since filing her Informal Complaint. Therefore, the Complainant filed a **Formal Complaint**

with the Commission against PGW; which, was dated September 19, 2016. Wherefore, PGW illegally turned off Gas Service to Complainant's Property as a results of the Complaints that the Complainant had filed; which, is a violation of the law because it stated that once a Complaint via Formal or Informal is filed with the PUC, PGW can not terminate Gas Service, but they did it anyway !

2. **(page 2 - paragraph 1)** Correct - this is just one of the Complainant's Complaint against PGW.

3. **(page 2 - paragraph 2)** Misleading - The Gas Meter installed in the Complainant's House is not proving accurate gas usage as proven in the picture that was taken by the Complainant on July 02, 2017, showing the gas usage of **1670 ccfs**, since the Gas Services were terminated on April 27, 2016; whereas, according to PGW's Documents, it state that the Complainant used a total of **2695 ccfs** (total gas usage as submitted within the Complainant's Complaint, when the Gas Services were terminated. Judge Pell does not state in his decision how the Complainant has stated that PGW, the Respondent, has fraudulently obtained funds from her by stating that prior gas bills (RE: prior Terminated Gas Service) which were not in her name would also has to be paid before gas could be turned on. The Complainant documented also because PGW informed the Complainant that she must bring them a copy of the DEED to the house before they would even turn the gas on.

4. **(page 2 - paragraph 3)** Misleading and Omissions - In the attachment as well as in the Complaint, the Complainant complained of "A Bogus, Tampered, and/or Fraudulent Digital Gas Meter was Placed in our house again. Incident of Black vs. White Colored PGW's Workers' apparently clear". There are several pieces of attached documents to the Complaint that Judge Pell has chosen to intentionally ignored. Within the Complaint, page 7 is titled as "ATTACHMENT OF RELIEF SOUGHT IN THE FORMAL COMPLAINT WITH THE PENNSYLVANIA PUBLIC UTILITY COMMISSION"; A copy of PGW's Statement of "YOUR GAS HAS BEEN SHUT-OFF"; A copy of the Complaint's Certified Letter of #7014 2120 0000 4339 4202 - RE: Fraudulent and Inflated Gas Bills; and A copy of PGW's Letter of July 14, 2016 (along with three additional sheets - Meter Testing and Transaction History on the "Specific Service Agreement Statement of Account"), responding to the above listed Certified Letter; whereas in, the letter, it listed the billing amount of \$3,631.45 "represents usage that recorded on your meter from a reading of 0000 (Mtr#2161639) to 2695 for a total of 2695 CCF. The meter at your property is equipped with an Automatic Meter Reading (AMR) device. This allows PGW to obtain the actual usage recording at your meter without having to gain access into the property.". The Claimant never signed nor agreed to an Agreement as the PGW's Representatives kept informing her of that she was on (as evident by the Specific Service Agreement Statement Account as listed above, and when she asked for a copy of the alleged Agreement, they refused to supply her with a copy. Since the commencement of this Formal Complaint, Ms. Christlieb alleged that there is no copy of an agreement; even though, PGW made the Complainant place a down payment as well as payment for pass bills that were not in her name. PGW did violate the Complainant's Rights to Due Process as well as copies of the alleged Agreement that they alleged that the Complainant made with them.

5. **(page 2 - paragraph 4)** Partially Correct - We were able to locate even further documentation of PGW tactics, fraud, violations of the years prior to 2006, but the

Complainant's request to Re-opened the case was denied; so that, this additional information was denied Due Process and etc..., and was not given a chance to submit it on the record.

6. (page 2 - paragraph 5) Misleading and Omission - Judge Pell refused to document the FULL Truth. As well as Judge Pell did not mention anything about the Complainant's Complaint of how "PGW has pervasive illegal and fraudulent business practices of trying to steal our property - see certified mail copy #7017 2120 0000 4339 4202."

Before moving onto paragraph 6 on page 2 (RE: PGW' Submissions), the Claimant needs to clarify several of Judge Pell's intentional omissions, misleading, bias, intentional false statements, violations, and etc..., in this case.

The Complainant's Pennsylvania's Public Utility Commission's (PPUC) Case was initially held under Judge Salapa until the Complainant requested a Live Hearing vs a Telephonic Hearing as well as later the Complainant requested the recusals of Judge Salapa and that of the alleged Judge Pell based on their bias, abuses of power, abuses of discretions, manipulation, slander, fraud, slander, prejudice, and etc..., but the recusals requests were not address by the Secretary of the PPUC. The Complainant even asked for an investigation of the alleged Judge Pell because he was the same Judge (even though the court records listed a different Judge's Name) that illegally handled her Philadelphia's Municipal Case against the Complainant vs Pacific Pulmonary Services Case, where they tried to commit attempted murder on the Complainant's father's (James Hughey) life by their continual denials of Oxygen as well as the damage that one of their employee intentional performed against our property.

This alleged Judge Pell was the same Judge used in that case, and he should have recuse himself or been recuse from this case and investigated ! Both the alleged Judge Pell's and Judge Salapa's Histories on this case continued to be **incorrect, misleading, manipulative, bias, and etc...**, and **they continued to leave out the Complainant's Claims that the City of Philadelphia and the Philadelphia Gas Works continues to try to steal our property by their planning and plotting of the false Lien that they have placed against our property for Utility Bills that we do not owe.** The History on this case is as follows as well as documented in the document labeled as the Claimant's Response to Judge Pell's Interim Order, and her Motion for the Re-Opening of the Evidentiary Record, as listed on the record 10/17 - 11/17.

In addition to the above, the Complainant filed her complaints against PGW based of the following:

- a. Threatening to shut off our Gas Service or has already shut off Gas Service. Gas Service was terminated on April 27, 2016, and they refused to allow Complainant to submit another Medical Necessity Form; in order, to keep the Gas Services on.
- b. Inflated and Illegal Gas Charges, Bad Faith, Fraud, Pervasive Fraudulent Business Practices, Incorrect Billing Charges, Intentional Torts, inaccurate Gas Meter Readings, and etc...
- c. Reliability, Safety, and Quality Problems with PGW's Gas Services. PGW tampered with our gas line; in the dark time (after 6 pm), and after Gas Services were already

turned off on April 27, 2016. PGW Representatives claimed that they were back out to our house to turn the **Gas OFF AGAIN because the Gas Meter was registering usage, and that some customers knows how to turn their Gas Services back on, once terminated by PGW.** Also, PGW gave us the impressions/feelings that they were trying to blow us and our property up by sneaking on the property that late at night; without, even informing us of what they were doing in front of our property. PGW's Attorney, G. Christlieb, stated at the Live Hearing that PGW was out on our property that late at night doing a "well visit check". Even for her to claimed that, just verified that the Gas Service was on as the PGW's Representative had informed us of. PGW stated that we 2965 ccf of Gas Service usage from November, 2014 to April, 2016 at which time the Gas Services were terminated. However, according to the **picture of the Gas Meter on July 07, 2017**, almost a year after the Gas Services were turned off, it listed that **ONLY 1670 ccfs were used, not 2965 ccfs** as PGW and it's Attorney have claimed ! Thus, as documented, PGW has a very pervasive illegal and fraudulent business practices of trying to steal our property, and the Complainant referenced the Certified Letter #7014 2120 0000 4339 4202 that was submitted with the Formal Complaint.

d. Attempted Theft of Property - The City of Philadelphia as owners of PGW and the Philadelphia Water Department are trying to steal our property by placing False Liens on our property. In 2016, the City of Philadelphia Water Department disclosed to us that in 2004 that they placed a Lien of \$40.00 against our property located at 1629 Newport Place in Philadelphia, PA 19122, for an Illegal Water Bill that we did not owe).

e. Retaliation - The City of Philadelphia Water Department had enlighten us in 2016 about the City of Philadelphia's attempted theft of our property via the Water Department's Lien of 2004. PGW and the City of Philadelphia retaliated against Complainant and her family based upon the Complainant's Complaints to the PUC; whereas, in 2016, they added a Water Lien Charge of \$40.00 of **an alleged Lien of over 11 years ago that they never told us about.** They chose at that time (2016) to inform us of what they have done to our house in 2004 (since we filed complaints with the PUC) as well as they stole money from the payments that we were making on the present Water Bills, and applied it to this alleged Lien Amount, and still REFUSED TO REMOVE/ SATISFY THE LIEN. In fact, they took more than \$40.00, and never repaid it back, as the Complainant had already stated that "WE DID NOT AND DO NOT OWE THE CITY OF PHILADELPHIA WATER DEPARTMENT THAT FORTY THAT THEY TOOK FROM US !"

f. A Bogus, Tampered, and Fraudulent Digital Gas Meter was placed in our house AGAIN, and the incidents of how it was maliciously done has been documented regarding the two (black and white) PGW's Workers who were **outside** (white) of our house, waiting for the other (black) PGW's Worker that was **inside** of our house, on the day that the new Gas Meter was being placed in Complainant's House. Also, we have pictures of the two PGW's Worker's Vehicles as well as a picture of the PGW Supervisor's Vehicles who was called to remove the Black Colored PGW's Worker from our property; even though, PGW , and their Attorney still denied that two PGW's Workers were out to service our house on the same day. Later, Ms. Christlieb provided the written proof (proving her and PGW to be liars) that two different PGW's Workers came out to service the Complainant's house on the same day as listed within PGW's own Records that they have already submitted to the Complainant, but continued to refuse to submit to the record as well as the Judges (Salapa and Pell) and the

Commission refused to order PGW and its Attorney Ms. Christlieb to submit the evidence along with a Verification Statement on the record.

Therefore, proving that PGW (Philadelphia Gas Works) and their alleged Attorney, Ms. G. Christlieb, to be **LYING AGAIN AND AGAIN**, when they claimed that only one PGW came out to service the Complainant's House as well as when they lied claiming that no PGW's Supervisor came out to our house regarding the incidents of start-up Gas Services. We have the pictures to prove otherwise; in which, Judge Pell refused to allow the Complainant to submit on the record.

What happened during the turning on of our Gas Services left us **threaten and in danger** by the Black PGW's Worker coming to our house before the white PGW's Worker (who was expected to return to place the new Gas Meter in our house). Even though, the Black-Colored PGW's Worker had a PGW's ID (mainly flipped on the other side) and a PGW's Work Truck was outside of our house, we assumed that PGW sent him to place a new Gas Meter into our house, however, when we asked him his name, he refused to tell us his name, refusing to verify the name on his PGW's ID Card. This Black-Colored Worker kept repeating some numbers, i.e. 1, 2, 3, 4, 6, and we said what? Even my sister asked him his name, and he gave us numbers again, instead of giving us his name. Complainant told her sister to watch him, while she call the Gas Company. PGW's Phone Representative stated that since he came in a PGW' Work Truck, and that he as a PGW's ID, PGW did send him to our property to place the new Gas Meter in our house, but this Phone Representative could not confirmed the name of the PGW's Employee that was sent to service our house.

Then what the Black-Colored PGW's Worker continued to do, by saying weird things out loud, forced us to call for a Supervisor, and when the Supervisor came, the Black-Colored PGW's Worker lied in front of us, and we told the PGW's Supervisor that we want him out of our house. What we did not know was that the White-Colored PGW's Worker was already sitting outside of our property in a different PGW's Vehicle, and the PGW's Supervisor rushed him in; instead, of us being re-scheduled for the Gas Meter installation at a later time; which now, even further proved that this was planned/plotted, and the White-Colored PGW's Worker (the one that we had expected originally; since, he previously informed us that he would be returning to place the new Gas Meter into our house) ended up placing the Gas Meter that the Black-Colored PGW's Worker has left there; instead, of placing the Gas Meter that he brought with him to our house.

g. The meter installed in the Complainant's Residence is not providing accurate Gas Usage Readings. **The Fraudulent Gas Meter as evidenced in the documented pictures of July 02, 2017, showed that the Gas Meter Reading has stopped at 1670 ccf, but PGW's records stated that we used 2695 ccf as of April 27, 2016.** Thus, fraudulently inflated Gas Meter Readings. PGW's Automatic Gas Meter Records stated that **over an extra 1000 ccfs** were used as compared to the amount of ccfs that are still listed on the Gas Meter almost a year later.

h. PGW falsely and fraudulently obtained funds from the Complainant by falsely claiming that an agreement was made for services, and PGW never gave Complainant a copy of the alleged agreement, denying the Complainant of her Due Process Rights, and etc...

i. PGW and the City of Philadelphia falsely and fraudulently placed Liens on our property, and in 2006, the Complainant was never informed that a Lien was placed on her property. In addition, PGW falsely and fraudulently placed additional charges to our previous Gas Bills in 2006, after the fact; whereas, we were no longer using their Gas Services due to their illegal termination.

j. PGW and the City of Philadelphia also planned and plotted to steal Complainant's Property by their demanding a copy of the Complainant's DEED to the property before they could turn the Gas Services on, in November, 2014. Thus, proving further continual **deceptive pervasive practices**.

k. Judge Pell refused to mention about the several Sanctions Requests/Motions that the Complainant has filed against PGW and their alleged Attorney's regarding their continual lies, maliciousness, fraud, harassments, and etc... In this case history, Judge Pell did not mention about the Amended Complaint, Updated Preliminary Objections Responses, and Late Exceptions that were filed by the Complainant nor did the alleged Judge Pell mentioned about the Complainant's Recusal Request/Motion of Judge Salapa, and as a matter of fact, he should have recused himself from this case because he was the Judge that resided over the Complainant's Municipal Court Case against Pacific Pulmonary Pacific Services (PPS); whereas, the Oxygen Company in the Complainant's Opinion tried to commit attempted murder against her father's life on more than one occasion; while, one of their employee (PPS), threaten the Complainant, pushed opened the door to our house, trying to get into the Complainant's House, and maliciously crashed the window of the Complainant's House; while, the Municipal Court's Personnel tampered with the documents that were already submitted to court; so that, they were intentionally not viewable by the Judge as well as the Judge and other court personnel refused to submit the Complainant's additional documents/evidence into the record during that Court Hearing.

Then what ensued next was that the Municipal Court Personnel removed the Complainant's already submitted Affidavit of Defense off the record, and then re-entered them with a different date, to make it look like it was submitted after the court hearing; while still, refusing to accept the rest of the Complainant's Documents. The Municipal Court's Supervisor and the Court's Administrators were already aware of what was done in that Complainant's Case before they even talked to her (Thus, someone else informed them before I even had a chance to inform them of what had happen), but still nothing was done to rectify those injustices, violations, fraud, and etc... However, Judge Pell, ruled against the Complainant in that case, and he should not have resided over this case with the Pennsylvania Public Utility Commission (PPUC) Case. There needs to be an investigation against the alleged Judge Pell and Ms. Christlieb because the lady who identify herself over the phone as being the alleged Attorney for PGW was not the same lady who was present in court on June 15, 2017 as to why she kept fighting against the Complainant's Live Hearing Requests.

Both the alleged Judge Pell, and Judge Salapa have shown and continues to show their biases against the Complainant and prejudiced this case by slandering her name that she was delaying in paying PGW for Bogus Fraudulent Gas Services; while, the two of them, performing unfair illegally tactics, violations of the laws, Abuse of Power, Abuse of Discretions, and etc... The Complainant even documented how Complainants in other PUC's Cases have also complained of inaccurate Gas Meter Readings. Thus, as

the Complainant has stated that this is one of the ways that the City of Philadelphia and PGW have planned/and plotted to steal our property via Fraudulent Liens, pervasive fraudulent billing practices, fraud, and etc...

Please see **A Copy of one of the Complainant's Affidavit of Defense pertaining to one of the Liens that was placed on the Complainant's Property**, that the Complainant filed with the Common Pleas Court; who rejected it, stating that it was too soon to file, but it talks about what PGW and the Philadelphia Water Department have done as well as still are violating the Complainant's Rights to place her statements on the records as it related to the Fraudulent Liens that has been placed on our property that is PGW related. Ms. Christlieb was acting as the Judge over this case; while, still being the Attorney for PGW, and she told Judge Pell that the Complainant can not submit her Affidavit of Defense or any of her letters/statements that she has written on file because the Complainant was already testifying at the hearing. Therefore, saying that the Complainant can chose between having an hearing or submitting documents/ evidence, but that she could not both; like she and her witness was doing; allowing her witness to testify; while still submitting documents. This not only show Judge Pell's Abuse of Discretions, Abuse of Power, Violations, but also his continual biases in this case by allowing Ms. Christlieb to be the Judge and the Attorney for the Respondent. The Complainant had already informed the alleged Judge Pell that no matter what she may had testified to, that she still wanted some of the documents that she had written submitted into evident, and he refused; in violations of the Complainant's Rights as well as in violations of the laws.

Since the alleged Judge Pell falsely claimed that Judge Salapa and himself blatantly claimed that the Complainant did not serve the two of them with documents/ evidence that were submitted to the PUC (but refusing to list the specific documents), the Complainant demanded a signed Affidavit from Judge Pell attesting to what documents that he was claiming that he never received. The Complainant informed the alleged Judge Pell that when his signed Affidavit is signed, submitted, and investigated that she would not only being seeking sanctions, but impeachment ! **THE ALLEGED JUDGE PELL NEVER SUBMITTED THE AFFIDAVIT**, but just continued to make defamatory and prejudicial statements; thereby Abused his Power as well as Abused his Discretion !.

7. **(page 2, paragraph 6)** Gas Services were terminated in violations of the law - that stated that once a Complaint is filed against a Utility Company, they are not allowed to cut off Gas Services.

8. **(page 3, paragraph 1)** Intentionally False Statement - The PGW's Gas Services were not in the Complainant's Name from December, 2007 to May, 2008.

9. **(page 3, paragraph 2)** The Commission may lack jurisdiction over the liens that were placed on the Complainant's Property, but they definitely do not lack jurisdiction of the hearing/ ruling/adjudication of the disciplinary actions to the PGW; of their ruling ability to find in favor of the Complainant that the PGW's Bills are fraudulent, and that the Complaints do not owe them anything for their blatant greed, violations, and fraud, and etc... Thus, making the Respondents by an order of Satisfaction that the Commission does have jurisdiction over, and etc...

10. (page 3, paragraph 3) Disagreed - The Statue of Limitation starts when the Complainant was informed/revealed/discovered the Water and Gas Liens of 2004 and 2006; which were revealed in 2016 in retaliation of the Complainant's Complaint with the PPUC. The Complainant amended her Complaints and updated her responses to the Respondents Preliminary Objections that the Respondents never filed any responses to.

11. (page 3, paragraph 4) As stated above, the Commission may have no jurisdiction over the Liens, but they sure have jurisdiction over the ruling of the fraudulent and inflated bills that lead to the liens, and once these incidents are fairly rule upon, based on the Complainant's proof of he bogus gas usage readings, then the Commission gave issue an Order of Satisfaction that would settle the false liens caused by the intentionally false bills. The Complainant amended her Complaints and updated her responses to the Respondents Preliminary Objections that the Respondents never filed any responses to.

12. (page 4, paragraph 1) Incorrect - The Complainant's Requested Relief is within the PPUC's control. The Complainant amended her Complaints and updated her responses to the Respondents Preliminary Objections that the Respondents never filed any responses to.

13. (page 4, paragraph 2) Misleading - Due to Medical Emergencies, the Complainant filed additional motions/petitions for time; in order, to respond to the Respondent's Filings, New Matter, Preliminary Objections, and etc..., and Commission/Judge Salapa violated the Complainant's Rights, and her Rights to Due Process, by never giving her a response/order for her requests for additional time ! The Complainant asked for additional time to file a response to the Respondent's Preliminary Objections, but the PUC never gave written order of approval or denial. Ten days to respond to a Notice of Plead was not enough time. Also, having a loved one in the Critical Care Unit, necessitated the need for additional time.

14. (page 4, paragraph 3) Violations - Judge Salapa further violated the Complainant by not informing her of her Rights of appealing his order, and etc...

15. (page 5, paragraph 1) False Statements - Judge Salapa did not issue instructions on Subpoena procedures, even after the Complainant asked him how to obtain a Subpoena. Even Judge Pell refused to sign the Complainant's Subpoenas for additional information, stating that this case has been on the docket for too long, and implied that it was time for the Complainant to pay PGW for their fraud, was the reason that he verbally gave the Complainant at the Live Hearing. **Both Judges Salapa and Pell have prejudiced this case by their verbal statements and beliefs that "this case has been going on too long, and that the Complainant must pay the respondents". Proving that they had already decided the case in favor of Ms. Christlieb and PGW, the Respondent.**

16. (page 5, paragraph 2) **BOLD LIE** - PGW's Attorney claimed that she was not serviced with documents; whereas, according to the Commission's Law, it stated that if someone accepts E-Service as in the case of PGW's Attorney, then they properly serve, but Ms. Christlieb kept submitting documents, going on and on about trying to deny the Complainant of her rights to a Live Hearing; instead, of a Telephonic Hearing. The Complainant did not tell Judge Salapa that "the Respondent did not object to rescheduling the hearing" as Judge Pell lied in this initial Decision !

17. **(page 5, paragraph 5)** Another BOLD LIE and misleading. The Complainant only received about a 20 Day Extension. Also, during that hearing, Judge Salapa informed both of them that everything must file with the Commission, and then with a copy to him. Judge Salapa further confirmed that Ms. Christlieb had 20 days; in which, to supply the Complainant with the requested documents that she never filed on the record as well as never filed it with a Verification Statement according to the rules of the Commission. She later filed two Verification on another document, but never referenced that it was pertaining to her response to the Complainant's Request for information, and etc... that were still never filed into the case.

During the Prehearing, Judge Salapa did not include all of the issues that needed to be litigated as well as he disclosed his bias in favor of Ms. Christlieb and the PGW. Later, the Complainant realized that the person (claiming to be Ms. Christlieb) who was presented in court on June 15, 2017 was not the same voice that the Complainant heard over the telephone. Thus, she requested an investigation as to who really is posing as the Attorney for the Philadelphia Gas Works. Not only that, the alleged Judge Pell allowed this alleged person - Ms. Christlieb to play as both the judge in the case as well as the alleged Attorney for PGW, telling the Complainant what she will not be allow to submit to court and etc...; Informing the alleged Judge Pell and the Complainant that since she verbally testified, that she can not submit her written evidence, and the Claimant informed the alleged Judge Pell that in addition to her testimony that she wanted to submit her written and signed documents of her statements, and Ms. Christlieb told the alleged Judge Pell that the Complainant can not submit documents, since she had already testified about her case. They forced the Complainant's witnessed to wait in the hallways during the hearing. Thus, violating the Complainant and her witness's rights.

18. **(page 6, paragraph 1)** Misleading - Please review the record.

19. **(page 6, paragraph 3)** False, Abuse of Power, Abuse of Discretion - Judge Salapa refused to give a timely ruling on the Complainant's Request for Sanctions against the respondent's refusal to supply the Complaint with the requested information. During the Telephonic Hearing, Judge Salapa told the Complainant that the Respondent has 20 days; in which, to comply with the Complainant's Request, and they refused, and Judge Salapa refused to rule on the Complainant's request for Sanctions.

20. **(page 7, paragraph 1-4)** Misleading - Judge Pell does not mention the her Recusal Filing of Judge Salapa in his Initial Decision.

21. **(page 7, paragraph 5)** Misleading - The Complainant offered more than four Exhibits, and Judge Pell denied them ALL as well as he aloud Ms. Christlieb to act as the Judge and Attorney in this case as previously documented in the beginning.

22. **(page 7, paragraph 6)** Misleading and Omission - these alleged Exhibits are still not viewable nor listed within the record nor did Judge Pell list the Complainant's Exhibits that were not listed on the record.

23. **(page 8, paragraph 1)** False - The Complainant was given days after she received the Respondent's Late Exhibits; in which, to respond, and Ms. Christlieb maliciously submitted the documents late to try to make it appear that the Complainant submitted her response late. If Judge Pell received the PGW's proposed Exhibits 10 and 11, then it

makes you wonder as well as proof that Ms. Christlieb intentionally had Fedex to send copies to the Complainant late !

24. **(page 8, paragraph 2)** Even the Commission violated the Complainant's Rights by later removing and blocking the Complainant's Late Filing Documents and attachments /evidence (in which the picture that proved PGW's Fraud of the intentional inflated Gas Services Bills were submitted under here as well), and the statement of, if anyone wanted to see these documents, you must contact the Commission.

25. **(page 8, paragraph 9)** Violations - Judge Pell's Ruling of the Complainant's Amended Complaint was not according to law, and is unacceptable. Further showing his Abuse of Power and Abuse of Discretion.

### FINDING OF FACTS

26. **(pages 9 - 12)** - The Complainant had already addressed some of the things listed under Judge Pell's Finding of Facts within the beginning of her FULL Exceptions Documents; however, her further statements are the following:

a. Judge Pell is incorrect. PGW's Representatives did request and received a copy of the Complainant's DEED to the house; in order, to obtain Gas Services.

b. PGW mislead the Complainant in believing that her Gas Usage was correct as to why she did pay the Gas Bill, until her Workers' Compensation Loss Wages were illegally terminated. The Complainant even requested a fair payment arrangements; in which, they refused to make it fairly; stating that once a down payment of \$700.00 (in 2015) was made, then they may consider monthly payments of \$110.00 along with monthly payments that would be due. It was not until later, did the Complainant started realizing the fraud that was being disclosed within her case with PGW. We realized that the Gas Bills were still too high during the Summer Months; in which, the Gas Bills went from \$500.00 to over \$1,000.00 during the Summer Time; whereas, the Complainant's House do uses Electric Services to cook with not, Gas. Also, the Complainant's was only using Gas during the Summer to heat the Gas Water Tank. Thus, the bills should not have been inflated. Then, the Complainant and family started reflecting back on the incidents of how the Gas Services were turned on regarding the Black and White PGW's Workers, and their Supervisor Issues (which is again, already documented in the beginning of this document).

c. Judge Pell has had some Ex parte Communication with Ms. Christlieb as to why she later sent me a copy of the changing of one of her Exhibits; that again, is not listed on the record.

d. The Complainant have even submitted the picture that proved that PGW has pervasive, inflating, and fraudulent billing; as to, why the Automatic Gas Meter reads the usage of gas in July 07, 2017 is 1670 ccfs; while, according to PGW's documents, it stated that the Complainant consumed 2695 ccfs; which is again, proven to be a lie.

e. During the Live Hearing, the Complainant even proved to Judge Pell how of Ms. Christlieb had lied. The Complainant requested sanctions and again, and what would be done about, but Judge Pell did nothing about the proof of the Respondent's Lies. Instead

of being fair, the Commission and their Judges have erred in this case, and showed their prejudices in favor of the Respondent, PGW, and their alleged Attorney, Ms. Christlieb.

f. The Complainant did contact PGW on more than one occasion about the fraudulent Gas Bills.

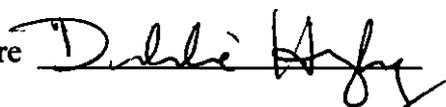
g. All of the documents that the Complainant submitted to er late filing requests are NOT unauthenticated document and un corroborated hearsay. The documents that I personally witnessed are not hearsay. It did not dawn on the Complainant to check the Meter until sometime after the hearing, and it was at that time that on July 02, 2017, that the Complainant took a picture of the Gas Meter Reading, using the Philadelphia Inquirer the date that the pictures of the meter were taken.

WHEREFORE, the Complainant has definitely provide the burden of proof for a ruling in her favor as well as requesting the return of all monies paid for Gas Services, since 2004 to present. Also, requesting orders of satisfying all of the Liens that were placed on the Complainant's Property. Complainant is also seeing penalties, interests, delaying costs, court costs, fees, expenses, and anything else she previously requested as well as anything that the Commission knows tat she is entitle to. In addition, the Complainant is seeking a written letter of Apology from PGW and the Owner of PGW, the City of Philadelphia, for the duress, horrific, actrious prosecution in this case. Also, the Complainant is requesting the removing of any additional fees, collection costs, and a correction to the Credit Reporting Agencies. Please review the list of EXHIBITS that are attached. Thank you.

Signed  Date 03/22/18  
Debbie Hughey

VERIFICATION STATEMENT

I, Debbie Hughey, the Complainant state that the facts above set forth in her Full Exceptions are true and correct to the best of my information, knowledge, and belief. I also understand that the statements contained herein are subject to the Penalties of 18 Pa.C.S.A., Section 4904 relating to unsown falsification to authorities.

Date March 22, 2018 Signature 

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Exhibit A

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3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC
- GAS
- WATER
- STEAM HEAT
- WASTEWATER/SEWER
- TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- MOTOR CARRIER (e.g. taxi, moving company, limousine)

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). PG&W has Pervasive illegal and fraudulent business practices of trying to ~~to~~ steal our property - see certified mail copy # 7014 2620 0000 4339 4202.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

## 5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

Due to outrageous, inflated, and fraudulent PG&W's Gas Bills as well as Bad Faith; Intentional TORTS, Pervasive, Illegal, and fraudulent Business Practices, we ARE SEEKING the removal of ALL of the amounts that PG&W claimed that we owed for Gas Services, Liens (from 2006 to present), Collections, Court Fees, any additional fees, and etc... from the City of Philadelphia, Philadelphia Gas Bureau Rating, and the removal of the amounts of these PG&W's Gas Bills, Liens, Collections, and etc..., totally removed off of our Credit reports since 2006.

- In addition to the above, we aver the following:
1. A Bogus, Tampered, and/or Fraudulent Digital Gas Meter was placed in our house again, Incident of Black vs. white colored PG&W's workers apparently cleared now.
  2. Falsely and fraudulently claiming that an agreement was made for services.
  3. Fraudulently obtaining additional funds under false pretends of claiming that an agreement was made.
  4. NEVER gave us a copy of the alleged agreement.

\*SEE Attachment TO the Relief Sought\*

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

**6. Protection From Abuse (PFA)**

**Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.**

**Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.**

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

**7. Prior Utility Contact**

**a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?**

YES

NO

**Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.**

**b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?**

YES

NO

**Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.**

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why. N/A

CONTACTED COMPANY SEVERAL TIMES

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_  
Street/P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Area Code/Phone Number \_\_\_\_\_  
E-mail Address (if known) \_\_\_\_\_

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. **Verification and Signature**

**You must sign your complaint.** Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

**Verification:**

I, Debbie Hughey, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Debbie Hughey Sept. 19, 2016  
(Signature of Complainant) \* total of 15 pgs (Date)  
N/A Submitted

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. **Two Ways to File Your Formal Complaint**

**Electronically.** You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

**Note:** If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

**Mail.** Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

**ATTACHMENT OF RELIEF SOUGHT IN THE FORMAL COMPLAINT WITH THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Due to outrageous, inflated, and fraudulent PGW's Gas Bills as well as Bad Faith Intentional Torts; Pervasive, Illegal, and Fraudulent Business Practices; we are seeking the removal of all of the amounts that PGW claimed that we owed for Gas Services, Liens (from 2006 to present), Collections, Court Fees, Legal Fees, any additional fees, and etc... from the City of Pennsylvania, Philadelphia Gas Works, and etc... as well as requesting a restoration of Credit Bureau Rating, and the removal of the amounts of these PGW's Gas Bills, Liens, Collections, and etc..., totally removed off of our Credit Reports since 2006.

In addition to the above, we aver the following:

1. A Bogus, Tampered, and/or Fraudulent Digital Gas Meter was placed in our house again. Incident of Black vs. White Colored PGW's Workers apparently clearer now; in order, for the Tampered/Fraudulent/Malfunctioned, and etc... Digital Gas Meter to get placed into our house. The Black Colored allegedly PGW's Worker got to our house before the White Colored PGW's Worker (who came about a week ago) that we were expecting to replace the meter, and the White Guy was surprised as well as we were surprised that a Black PGW's Worker came to put the Gas Meter in. We said that there are two PGW's Worker out there to replace the Digital Gas Meter. This sounded too much like the Cover Tactics that we as a family have been and continued to be subjected to. Why would the Philadelphia Gas Work send out two different workers for the same job ?
2. Falsely and fraudulently claiming that an agreement was made for services.
3. Fraudulently obtaining additional funds under false pretends of claiming that an agreement was made.
4. Never gave us a copy of the alleged agreement.
5. Also, violated our rights to be informed of the alleged agreement. Thus, continual deceptive pervasive practices.
6. Falsely and fraudulently placed Liens on our property to try to steal our property.
7. Falsely and fraudulently placed additional charges to our previous Gas Bills in 2006, especially when we were no longer using the gas services due to PGW's termination of gas services.
8. PGW never informed us that they placed a Lien against our property in 2006.
9. Falsely and fraudulently placed additional charges to our PGW's Gas Bills for Commodity Charges of not even using the gas services.
10. Tampered with the gas line after it was turned off on April 27, 2016, claiming that they wanted to make sure that the Gas was turned off as well as they gave us the impression that they wanted to blow us up as well as our property. The returning of the PGW's Workers to our house a couple of days after the gas was turned off, claiming that they were making sure that the gas was turned off, **proved** that their Digital Gas Meter was reading Gas usage; even though, it was already turned off. Therefore, a defective, malfunctioning, and/or tampered Digital Gas Meter also lead to the PGW's inflated Gas Bills.
11. The City of Philadelphia and the Common Pleas Court of Philadelphia have denied our rights to place our counter statements to their Fraudulent Gas Bills and Liens on the court records on June 22, 2016. *D.H. 09/19/16*

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU  
MAR 22 2018

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09/19/16 Copies submitted with PVC's formal complaint

1 of 2 pages Certified Mail #7014 2120 0000 4339 4202

Ms. Debbie Hugney  
1629 Newport Place  
Philadelphia, PA 19122  
June 11 - 17, 2016

PGW - Philadelphia Gas Works  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
RE: Fraudulent and Inflated Gas Bills;  
Account # [REDACTED]

Dear Representatives:

Your company continued to send us outrageous, inflated, and fraudulent Gas Bill. We do not owe the amount that you claimed of \$3,631.45.

A couple of days after your company turned off the Gas Service to our house, two PGW's Men came to our house and tampered with our Gas Line, like giving us the impression that they were trying to blow our house up. We also feel that an intentionally high registering Gas Meter was placed in our house as to possibly being one reason why the Gas Meter Charges are so high. We know that another reason why our Gas Bill has been inflated is because of your company Commodity (additional fees for not when we do not need to use the) Charges as well as other false charges. The Commodity Charges are higher than the actual Gas Usage. Our Gas Bills went from about an alleged \$800.00 to over \$1,500.00 within six to seven months (non Winter Months); when, we were not even using the gas, except to heat the Gas Water Heater. We only used Gas for heating of the house during the Winter and for heating the water tank. Again, our Gas Bill should not have jumped from over \$500.00 in 2015 to over \$3,500.00 in 2016. About a week ago, there was a reported case on the news that verified the bad faith of PGW: scamming to take a customer property from them.

In addition, PGW has exhibited numerous acts of Bad Faith. At one point they, charged us a \$350.00 when they changed their accounting methods and charged an additional \$300.00 or more dollars to change the Gas Meter to a Digital Gas Meter a couple of years ago. Also, a couple of years ago, they charged us over \$1,000.00; whereas, we were not even using Gas at that time, and we do NOT owe for that as well. Shortly after that time is when we found out about PGW charging us a fees; even, if we do not use their Gas Service, i.e. during the Summer and Spring Months. Recently, it was disclosed to me that the previous \$1,000.00 charged that they illegally and fraudulently placed on our bill, that they placed a Lien on our house in 2006, for those false Gas Bill Charges, but never told us that they placed a Lien for any bills. We do NOT owe for those fraudulent Gas Bills of 2006 !

Since PGW cut our Gas Service off for the fraudulently high bill of \$1,000.00 (est. in 2006), they refused to allow my sister and my brother to obtain Gas Services in their name. Then, I was informed in November, 2014 that the only way that we could have Gas Services turned on, is that you must me the owner of the house, and you must bring

2 of 2 pages Certified Mail #7014 2120 0000 4339 4202

a copy of the deed. PGW is the only Utility Company that has requested a copy of the deed; in order, to receive services. We did not realized that by PGW asking for a copy of the deed was a way of them trying to eventually steal our property by their pervasive illegal and fraudulent business practices.

Also, what PGW did not disclosed to me was that the amount that they required that i pay; in order, to have the Gas turned on was for a payment agreement. I never made nor was asked to be placed on an agreement to pay for services that had not yet began at that time. Thus, this was an additional way to falsely charges you additional fees.

I want to know what will be done about reducing these bills and removing ALL of the Liens that you have falsely placed on our property. I look forward to your response. Please respond by June 30, 2016.

Sincerely,



Ms. Debbie Hughey

cc: files  
cc: News Media

09/19/16 Copies (1 of 4 pages of PGW's response) submitted with PUC formal complaint



PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue • Philadelphia, PA 19122

Telephone 215-787-1288  
Fax 215-684-6996

July 14, 2016

Debbie Hughey  
P.O. Box 41842  
Philadelphia, Pa. 19101-1842

Re: Ac# [REDACTED]  
[REDACTED]

Dear Ms. Hughey,

On June 21, 2016 a dispute was filed regarding the overall balance which represents service from November 10/2014 to April 27, 2016 in the amount of \$3,631.45.

An investigation of your dispute has been completed and it was determined that the bill in question is correct as rendered. These bill represents usage that recorded on your meter from a reading of 0000 (Mtr#2161639) to 2695 for a total of 2695 CCF. The meter at your property is equipped with an Automatic Meter Reading (AMR) device. This device allows PGW to obtain the actual usage recording at your meter without having to gain access into the property.

The bill that you are disputing reflects the actual usage recording on the meter. A gas usage analysis which analyzes your consumption and takes into consideration factors such as the weather conditions was also completed and indicated that there is a consistent pattern of usage at the property. Although there may have been no change in the thermostat settings in the residence, the weather can impact how often the heater operates in order for it to maintain the same internal temperature. To assist you in your review of our findings we are including the following documents:

- 1. A statement of account
- 2. A gas usage analysis
- 3. Utility Report

PGW does offer tips on how to conserve energy and possibly reduce future bills. To learn more, please visit our PGW Energy Sense website at [www.pgwenergysense.com](http://www.pgwenergysense.com) and click on energy sense for homeowners.

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MAR 22 2018

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Exhibit B

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MAR 22 2018

MAR 22 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

BEFORE  
THE PENNSYLVANIA'S PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Debbie Hughey, Complainant

vs.

Docket No. C - 2016-2567445

PGW - Philadelphia Gas Works, Public Utility,  
Respondents

**COMPLAINANT'S LATE/ADDITIONAL EXHIBITS SUBMISSIONS**

Just like the Respondent, PGW, were allowed to submit late exhibits; likewise, here are the Complainant's late exhibits that she wants submitted on the record:

1. C-1, C-2, and C-3 Exhibits were objected to by Ms. Christlieb, and Judge Pell immediately refused to accept them. One was pictures of proof that there were two different PGW's Trucks with different License Plates at our house on the same date of service in November, 2014. The other Exhibits were in reference to signed letters (John and Clara) that family members wrote regarding incidents with PGW's Workers, and the last Exhibits was about the Complainant's written statements of incidents, issues, and etc... with PGW, and Judge Pell denied the Complainant the rights to submit these as well as her own written statements on the record because Ms. Christlieb told Judge Pell that because the Complainant had her day in court, that she was not allowed to submit any documents pertaining to her written statements that she wanted on the record; which is, a major violation of due process as well as of Complainant's Rights.

2. Exhibits C-4 (2 pages) - The Complainant wants the pictures of the Gas Meter that she took on July 02, 2017 entered into evident. These pictures continue to prove the Complainant's Case, and it proves PGW's and the City of Philadelphia's Fraud, Bad Faith, Inflated Billing, Proof of trying to STEAL our property, tactics, illegal actions, violations, and etc... These pictures are a copy of the PGW's Gas Meter #2161639 (AC-250 MAOP 5 PSI #14Y923643) that is placed in said house. The Gas Meter Reading listed that the reading is at 1670 ccf as of July 02, 2017, not at "2695 ccf" on 05/06/16 as said by Ms. Christlieb's as well as listed on PGW's Documents (Exhibits C-5 {2 pages} listing the usage of gas from 11/13/14 to 05/06/16). Please see Ms. Christlieb's Responses #17 (Exhibit C-6), #28 (Exhibit C-7), and #29 (Exhibit C-8). **Thus, where did PGW get a higher Gas Meter Reading from. Thus, the reading of '2695' has been fabricated; in order, to commit fraud by inflating the Gas Bills; in ordered, to try to steal our house as well as causing mental anguish, duress, threats, and etc...** Also, you will see how selective Ms. Graciela Christlieb has been by writing what information was prepared by her (#17 Answer vs #28 and #29), and if not prepared by her, then by whom?); whereas, being PGS's Attorney, she is responsible for ALL information that she obtains and submits, and that is why she still refused to submit her answers on the PUC' Record, along with a Verification Page/Statement as required by law ! She knowingly knows that most of her answers that she submitted to the Complainant are bogus, and she thinks that she would be relieved of fraud charges and Penalties of 18 Pa. C.S.A., Section 4904 relating to unsown falsification to authorities because she chose not to submit it to the record and chose not to submit a Verification Page/Statement.

*with attachments of the two pictures of Meter and 2 pg of  
meter reading transaction list 03/22/18*

Also, a pattern is developing with Ms. Christlieb; in that, she sends me a document that has not and still is not filed with the PPUC (Commission); in order, to wait to see what my responses may be. Even Judge Salapas informed both of us, the Complainant and Ms. Christlieb that every must be filed with/on the Commission's Records, but Ms. Christlieb continues her Ex parate Tactics.

**COMPLAINANT'S STATEMENTS REGARDING THE GAS METER PICTURES OF JULY 02, 2017** - This is to Certify that the Complainant, Debbie Hughey, took the pictures of the Gas Meter and the Gas Meter Reading as of July 02, 2017 as proven by the attached Philadelphia Inquirer's Newspaper that is shown in the pictures; which, is dated July 02, 2017. In the pictures, you can clearly see that the Gas Meter Reading stated that there is "1670" ccf usage; however, the Philadelphia Gas Works; which, is owned by the City of Philadelphia, claimed that we used "2965"ccf, until the Gas Services were illegally terminated in April, 2017. This is the further proof that not only proved the Complainant's Case/Charges/Complaints against PGW and it's Attorney, but it proves the continual **BOLD** pervasive, fraudulent, inflated, Gas Bills, and trying to commit the theft of our property. Signed  07/27/17 Debbie Hughey.

3. Exhibits C-5, C-6, and C-7 are some of Ms. Christlieb's (PGW's Attorney) responses to the Complainant's "Resubmissions and Additions to her Motion to Compel Documents, Records, and Questions Answered by PGW" (Exhibit C-9 {3pages}). Ms. Christlieb refuses as well as Judge Pell, Judge Salapas, and the PPUC all still allowed Ms. Christlieb, not to submit her answers and several of her documents on the record as well as her Verification Statement, proving her fraud under oath !

4. Exhibit C-10 - A Copy of the PGW's Shut-Off Notice proving when the gas was shut-off on April 27, 2016.

5. Exhibit C-11 {2pgs}- A Letter from Clara Hughey with a Verification Statement regarding PGW's Incidents, Bad Faith, and etc...

6. Exhibit C-12 {2pgs}- A copy of the Complainant's Certified Letter #7014 2120 0000 4339 4202 that was sent to PGW in June, 2016.

7. Ms. Christlieb's Answer to #29 (C-7) to the Complainant's "Resubmissions and Additions - Motion to Compel Documents, Records, and Questions Answered by PGW", again proved PGW and Ms. Christlieb's lies, by her saying that only one PGW Employee was at said property on the same day that the Gas Service was turned on; whereas, according to the unlabeled alleged PGW's Document (Exhibit C-13), it listed a Marcus Kelly (who must have been the black man); while, Mr. Nicholas King, must have been the white colored PGW Worker, who were at said property on same day. Thus, proving that two PGW's Workers came to our house to put a new Gas Meter in said property.

8. Exhibit C-15 (3 Pages) - A copy of the Water Department's Bill for the purpose of proving that the City of Philadelphia continually trying to steal our property, by not only by PGW's Issues, Incidents, fraud, violations, Bad Faith, and etc..., but also, by the City of Philadelphia's (Owner) Water Department's Issue, Incidents, Bad Faith, end etc... Also, as the Complainant has stated that the City of Philadelphia Water Department waited until this case with the PPUC was filed and being processed before they informed

the Complainant that they had already placed a Lien on said property over ten years ago, and took money that was paid for water services, and placed on the Water Lien amount on the current Water Bill, and threaten to shut-off the water, if the Water Bill was not paid by a certain date. Forcing the Complainant to make payment arrangements; while, violating Complainant's Rights, and etc... Thus, the City of Philadelphia continued to retaliated against us by informing us that they placed a Lien on our property over 10 years ago, but only disclosing this information in 2017, and placed a charge on our water bill account that had definitely surpassed the statue of limitation; in order, to shut-off the water to said house, in order, to continue their **pattern of trying Deception and trying to STEAL our property**, and etc...

9. Exhibit C-14 (4 pages) - A copy of Complainant's Statement of Case

10. Exhibit C-16 - Certified Letter # 7016 0910 0002 0681 0623 to the CEO or President of The City of Philadelphia Water Revenue Bureau

11. Exhibit C-17 - Letter of June 15, 2017 that Judge Pell refused to submit on the Complainant's behave because Ms. Christlieb directed him not do, and by doing that violated the Complainant' Rights, and her Rights to due Process, and etc...

12. Complainant objects to PGW and Ms. Christlieb's lies that PGW sent their Employees at night to said property for a safety check. As Complainant continues to states that she was informed that the PGW's Workers were sent back out after April, 2017 due to the fact that the Gas was on, and the alleged PGW's Workers were there in the dark, on our property, without our knowledge nor authorization to turn the gas off **AGAIN ! We also feel as though PGW's Workers were there to Blow us and our house up tampering around our house and with equipment to turn the gas on without lighting the pilot light within our house !**

WHEREFORE, the Complainant is not only expecting a ruling in her favor, a Court Order that satisfies the Fraudulent Liens, but the Complainant is also seeking the immediate return of all of the money that was paid, along with pain and suffering, interest, penalties, delaying damages, fines, sanctioned, and etc... against the Philadelphia Gas Works and the owner of PGW, the City of Philadelphia, and anything else that the Complainant is entitled to.

In addition to previous Relief sought, the Complainant is also seeking the removal of all of the PGW's Gas Bills Charges, Fees, Interests, Penalties, Liens, Collections Fees, Costs, Expenses; and any past or present PGW's, City of Philadelphia's, and Third Party's Charges, fees interest, costs, expenses, penalties, Liens, and etc..., as reflecting a zero balance being owed by the Complainant and Owner of the property located at 1629 Newport Place in Philadelphia. The Complainant is also, requesting that Attorneys' Fees, Expenses, and Costs, and Complainant's Expenses, Court Costs, and penalties other fees or/and charges, reconnection fees, digging fees, and etc... pertaining to the PGW's Account # 0915897210 and the property of 1629 Newport Place in Philadelphia, PA 19122 be paid by the City of Philadelphia and PGW. In addition, the Complainant is requesting the removal of **ALL NEGATIVE REPORTING** by the City of Philadelphia and PGW to any Credit Reporting Agencies. Also, the Complainant is requesting a replacement of the present Digital Gas Meter without any fees or charges or etc... being charged to the Owners. The Complainant is also requesting that the City of Philadelphia

and PGW pay for the Complainant's Court Costs, Expenses, Fees, Costs, Attorneys' Fees, Attorneys' Court Costs and Expenses. Also, we want the Liens listed in courts' records as being Satisfied, and a return of all money paid to PGW and the City of Philadelphia, along with interest, fines, penalties, delaying damages, and anything else that the PPUC knows that the Complainant is entitle to. Also, we are seeking charges of fines, fraud, violations, Bad Faith, Attempt of Theft and Deception of property, and etc... against the City of Philadelphia, Philadelphia Gas Works, and their alleged Attorney, Ms. Graciela Christlieb.

VERIFICATION STATEMENT

I, Debbie Hughey, the Complainant verify that the facts set forth in the foregoing statements/documents are true and correct to the best of my information, knowledge, and belief. I also understand that the statements contained herein are subject to the Penalties of 18 Pa.C.S.A., Section 4904 relating to unsown falsification to authorities.

Signed Debbie Hughey Date July 27, 2017  
Debbie Hughey, Complainant

CERTIFICATE OF SERVICE

I, certify this day that I served a true copy of the foregoing document, Complainant's Late/Additional Exhibits Submission, to Ms. Graciela Christlieb, the Attorney for PGW, in accordance with the requirements of 52 Pa Code § 1.54 (Relating to service by a Party) via the PUC Electronic Filing System, since Ms. Graciela Christlieb, the Respondent's Attorney, accepts E-Service.

Signed Debbie Hughey Date 07/27/17  
Debbie Hughey, Complainant



Exhibits  
C-4 (pg1)

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SECRETARY'S BUREAU



CONTACT  
 NUMBER  
 2161639

2161639

**WARNING!**

**CAUTION!**  
 THIS IS A DANGEROUS PRODUCT. IT MAY BE HARMFUL TO YOUR HEALTH AND THE ENVIRONMENT. PLEASE READ THE INSTRUCTIONS CAREFULLY.

2014 PHILADELPHIA INQUIRER  
 216-261-2200

**The Philadelphia Inquirer**  
**Probe of Dougherty, union is key**  
 ...  
 ...  
 ...

*C. & C.*

**DYKSTRA'S  
 CONFESION**



Exhibits C-5 (pg1)

Specific Service Agreement Statement of Account SA- 9924567348

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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Customer Name DEBBIE HUGHEY	From Date 9/21/2013	To Date 3/13/2017		
Service Address <del>XXXXXXXXXXXXXXXXXXXX</del>	Account Number <del>XXXXXXXXXX</del>	S A Number <del>XXXXXXXXXX</del>	Meter 2161639	Rate/Class GS

STATEMENT

Transaction Date	Transaction Type	Read Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
10/31/2014	PAY							Credit Card		(\$123.23)	(\$123.23)	(\$123.23)
11/13/2014	BPTCCG									\$123.23	\$0.00	\$0.00
12/4/2014	BILL	172	R	22	172	7.82	478		12/30/2014	\$248.64	\$248.64	\$248.64
12/30/2014	PAY							Check		(\$95.00)	\$153.64	\$153.64
1/5/2015	PAY							Cash		(\$152.50)	\$1.14	\$1.14
1/6/2015	LPC									\$0.01	\$1.15	\$1.15
1/6/2015	BILL	486	R	31	314	10.13	757		1/30/2015	\$476.06	\$477.21	\$477.21
1/29/2015	PAY							Check		(\$110.00)	\$367.21	\$367.21
2/4/2015	LPC									\$5.50	\$372.71	\$372.71
2/4/2015	BILL	866	R	31	380	12.26	1058		2/27/2015	\$527.69	\$900.40	\$900.40
3/4/2015	LPC									\$13.42	\$913.82	\$913.82
3/4/2015	BILL	1270	R	29	404	13.93	1128		3/27/2015	\$511.69	\$1,425.51	\$1,425.51
3/23/2015	PAY							Check		(\$110.00)	\$1,315.51	\$1,315.51
4/3/2015	LPC									\$19.73	\$1,335.24	\$1,335.24
4/3/2015	BILL	1521	R	29	251	8.66	710		4/28/2015	\$311.09	\$1,646.33	\$1,646.33
4/3/2015	INTAPL									(\$2.05)	\$1,644.28	\$1,644.28
4/3/2015	DEPAPL									(\$142.50)	\$1,501.78	\$1,501.78
5/5/2015	LPC									\$22.23	\$1,524.01	\$1,524.01
5/5/2015	BILL	1594	R	30	73	2.43	274		5/29/2015	\$111.55	\$1,635.56	\$1,635.56
6/3/2015	LPC									\$23.90	\$1,659.46	\$1,659.46
6/3/2015	BILL	1612	R	32	18	0.56	33		6/26/2015	\$37.34	\$1,696.80	\$1,696.80
7/2/2015	LPC									\$24.46	\$1,721.26	\$1,721.26
7/2/2015	BILL	1630	R	29	18	0.62	3		7/28/2015	\$34.51	\$1,755.77	\$1,755.77
8/4/2015	LPC									\$24.98	\$1,780.75	\$1,780.75
8/4/2015	BILL	1643	R	33	13	0.39	0		8/27/2015	\$28.24	\$1,808.99	\$1,808.99
9/2/2015	LPC									\$25.40	\$1,834.39	\$1,834.39
9/2/2015	BILL	1657	R	29	14	0.48	0		9/28/2015	\$29.45	\$1,863.84	\$1,863.84

Transaction Date	Transaction Type	Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
10/3/2015	LPC									\$25.84	\$1,889.68	\$1,889.68
10/3/2015	BILL	1676	R	30	19	0.63	4		10/27/2015	\$35.20	\$1,924.88	\$1,924.88
11/3/2015	LPC									\$26.37	\$1,951.25	\$1,951.25
11/3/2015	BILL	1739	R	29	63	2.17	187		11/27/2015	\$98.62	\$2,049.87	\$2,049.87
12/2/2015	LPC									\$27.85	\$2,077.72	\$2,077.72
12/2/2015	BILL	1836	R	32	97	3.03	383		12/29/2015	\$152.72	\$2,230.44	\$2,230.44
1/5/2016	LPC									\$30.14	\$2,260.58	\$2,260.58
1/5/2016	BILL	1995	R	34	159	4.68	524		1/29/2016	\$263.82	\$2,524.40	\$2,524.40
2/3/2016	LPC									\$34.10	\$2,558.50	\$2,558.50
2/3/2016	BILL	2256	R	29	261	9	867		2/29/2016	\$326.74	\$2,885.24	\$2,885.24
3/3/2016	LPC									\$39.00	\$2,924.24	\$2,924.24
3/3/2016	BILL	2505	R	29	249	8.59	753		3/29/2016	\$325.82	\$3,250.06	\$3,250.06
4/5/2016	LPC									\$43.89	\$3,293.95	\$3,293.95
4/5/2016	BILL	2625	R	30	120	4	400		4/28/2016	\$191.98	\$3,485.93	\$3,485.93
5/3/2016	LPC									\$46.77	\$3,532.70	\$3,532.70
5/6/2016	BILL	2695	R	26	70	2.69	285		6/1/2016	\$98.75	\$3,631.45	\$3,631.45

(CB-pg2)

Exhibit C

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MAR 22 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA'S PUBLIC UTILITY COMMISSION

Debbie Hughey, Complainant

vs.

Docket No. C - 2016-2567445

Philadelphia Gas Works, Respondent

**COMPLAINANT'S CONTINUAL MOTION FOR SANCTIONS AND MOTION TO  
COMPEL RESPONDENT TO FULLY ANSWER THE COMPLAINANT'S  
QUESTIONS, STATEMENTS, REQUESTS, AND ETC...**

The Complainant is still seeking sanctions as well as a Continual Motion To Compel the Respondent, PGW, and their Attorney, Ms. Graciela Christieb, Esquire, to completely answer and to provide the Complainant with the requested information, documents, and etc... The Respondent and their Attorney Christieb did not respond to the Complainant's Motion to Compel in a timely fashion of 20 days.

In addition, the Respondent and their Attorney, Ms. Graciela Christieb, Esquire, have violated 52 Pa. Code, section 5.342(a)(6) by not providing a Verification Statement (truth under oath statement) to their responses, according to section 1.36. The Complainant questions the validity of her's and the Respondent's responses to the Complainant's Requests. Complainant is objecting to the Respondent's and Ms. Christieb's responses to the Complainant's Motion to Compel, and still seeking sanctions against them.

The following were the statements, questions, requests, and etc... that the Complainant has made to PGW, and their responses, and the Complainant's objections:

1. Complainant's Request - A copy of the alleged agreement that PGW claimed was made with Complainant prior to PGW turning on the Gas Service at 1629 Newport Place in Philadelphia, PA 19122 in November, 2014.

Ms. Christieb's Response - Document not provided as there was no agreement made between PGW and the Complainant prior to PGW turning on the gas at the service address in November of 2014.

Complainant's Objections - Complainant is demanding a copy of the agreement that PGW's Worker kept on saying that was made between the Complainant and PGW.

2. Complainant's Request - Why was the Complainant forced to give a copy of the Deed to said property; in order, to have the gas turned on, in November, 2014 ?

Ms. Christieb's Response - Answer not provided as the Complainant was not forced to give a copy of the deed to the property to have the gas turned on in November of 2014.

Complainant's Objections - What does Ms. Christieb based that on. She was not present, and the Complainant surely would not have went back home to obtain the DEED; in order, to give it to PGW; in order, for the Gas to be turned on, and the Complainant wants to know why did PGW informed the Complainant that Gas Services will not be turned on, until she come back with a copy of the DEED of said property. AS stated the

Complainant was FORCED to submit her Deed of said property before Gas Service was supplied.

3. Complainant's Request - Is it a standard practice to require Customers to submit a copy of their Deed; in order, to obtain Gas Services, and if so, when did this practice started and why ?

Ms. Christieb's Response - It is not PGW's practice to require customers to submit a copy of their deeds in order to obtain gas services.

Complainant's Objections - Complainant still wants to know why it was requested her to give a copy of the DEED; in order, to obtain Gas Service.

4. Complainant's Request - What were the determining factors and requests as to why the Gas Service was turned on by PGW in November, 2014 ?

Ms. Christieb's Response - The determining factor and request that prompted PGW to restore gas service to the property in November of 2014 was the Complainant contacting PGW and requesting gas service be restored to the property.

Complainant's Objections - Complainant wants a list of the things that PGW Workers requested from the Complainant before they would even turn on the Gas Services to said Property.

5. Complainant's Request - What were the amounts of the Deposits/Down Payments that the Complainant was required to pay, and why ?

Ms. Christieb's Response - The Complainant was not required to make a down payment.

A credit check of the Complainant determined that she was required to put down a deposit of \$190.00, half of which was required before services would be restored

Complainant's Objections - Complainant wants to know who informed her of that, no written proof has been provided.

6. Complainant's Request - Was any Deposits or Down Payments ever returned to the Complainant, and if so, when, and if not, why not ?

Ms. Christieb's Response - The Complainant only paid \$142.50 towards her deposit. That deposit (\$142.50) was applied to her account balance on April 03, 2015.

Complainant's Objections - This is hearsay. Where is the written proof ? The Respondent and Ms. Christieb still have not provided written proof to the Complainant.

7. Complainant's Request Was any Deposits or Down Payments applied to any Gas Bills, and if so, when and why ?

Ms. Christieb's Response - The Complainant's deposit was applied to her account balance on April 0, 2015, due to lack of payments made on the account.

Complainant's Objections - This is hearsay. Where is the written proof ? The Respondent and Ms. Christieb still have not provided written proof to the Complainant. Who gave PGW the authority to due so. Why was the Complainant not given any notification prior to this being done, and the Complainant is seeking a return of ALL monies that has been paid to PGW, along with fines, interest, penalties, and etc...

8. Complainant's Request Need an itemization of what happened to the Deposits/Down Payments that the Complainant paid ?

Ms. Christieb's Response - Answer not provided as the paid portion of Complainant's deposit was applied to her account on April 03, 2015 and there is no further itemization.

**Complainant's Objections** - Respondent and Ms. Christieb refused to give a list of Deposits/Down Payments.

9. **Complainant's Request** Why were Deposits/Down Payments required to start new Gas Service under the Complainant's Name ?

**Ms. Christieb's Response** - A deposit was required pursuant to the results of a credit report.

**Complainant's Objections** - Respondent and Ms. Christieb refused to fully answer the question.

10. **Complainant's Request** - Why are there higher charges for Gas Services during the Spring and Summer Months; whereas, less Gas was used during those times ?

**Ms. Christieb's Response** - Answer not provided as there are no higher charges for gas services during the spring and summer months.

**Complainant's Objections** - Hearsay. The Respondent and Ms. Christieb still have not provided written proof.

11. **Complainant's Request** - Need copies of All Gas Bills from 2014 to present.

**Ms. Christieb's Response** - Copies of the requested gas bills are attached hereto as Appendix "A".

**Complainant's Response** - Received Gas Bills from December 04, 2014 to May 06, 2016.

12. **Complainant's Request** Why is it that page numbered two is missing from ALL PGW's Gas Bill ?

**Ms. Christieb's Response** - Answer not provided as page two (2) is not missing; it is printed on the back of page one (1).

**Complainant's Objections** - Page two (2) on the PGW's Gas Bills are not listed anywhere on any of the bills. The back of page one (1) is not identified as page two (2) of any of the bills.

13. **Complainant's Request** Why is it that we never received a Lien Notice for the year of 2006 ?

**Ms. Christieb's Response** - Answer not provided as the question relates to a period of time that falls beyond the statute of limitations. Answer not provided pursuant to the Court ruling on January 18, 2017, stating that the Commission lacks jurisdiction to entertain an action that challenges the validity of a lien on the Complainant's property.

**Complainant's Objections** - Respondent and Ms. Christieb refused to answer the question. Even though the Commission may have chosen not to entertain some things as Ms. Christieb has alleged; still does not relieve the Respondent of the duty to answer the Complainant's questions, requests, and etc...

14. **Complainant's Request** Verify and supply copies of all Liens that have been placed on said Property by the City of Philadelphia and or by PGW.

**Ms. Christieb's Response** - Answer not provided as the question encompasses periods of time that fall beyond the statute of limitations. Answer not provided pursuant to the Court ruling on January 18, 2017, stating Commission lacks jurisdiction to entertain an action that challenges the validity of a lien on the Complainant's property.

**Complainant's Objections** - Respondent and Ms. Christieb refused to answer the question. The Respondent has a duty to answer the Complainant's questions, requests,

and etc... THEY HAVE NOT VERIFIED AND SUPPLIED COPIES OF ALL LIENS THAT HAVE BEEN PLACED ON THE PROPERTY OF 1629 NEWPORT PLACE IN PHILADELPHIA, PA 19122.

**15. Complainant's Request** Why are we being denied the ability to submit a Defendant's Affidavit on the Court's (Common Pleas) Records ?

**Ms. Christieb's Response** - Answer not provided as the instant matter lacks a defendant. Answer not provided as PGW lacks the information necessary to answer questions pertaining to the Court of Common Pleas' Records.

**16. Complainant's Request** Need a copy of Work Order for June, 2016 as to why PGW's Work Men came back out to our house to allegedly turn the gas off again that was already turned off ?

**Ms. Christieb's Response** - Document not provided as PGW work men were not at the property in June of 2016 to terminate gas service.

**Complainant's Objections** - Complainant objects to the false statements, the Bad Faith, the Covert Tactics, and etc...

**17. Complainant's Request** - Need a copy of the Gas Meter Reading when the gas was shut-off in April, 2016 ?

**Ms. Christieb's Response** - On April 27, 2016, when the gas service was terminated, the gas meter reading was 2695 CCF. This reading can be found in the last entry on page two of the Specific Service Agreement Statement of Account, attached hereto as appendix "B", in the column marked "Reading".

**Complainant's Objections** - Appendix "B" has no identifying listing/statements as being from the Philadelphia Gas Works. It is a spreadsheet that can or could have been done by anyone. Complainant question the validity of these documents.

**18. Complainant's Request** - Need a copy of what the gas reading was prior to as well as after the Gas Service was turned off again in June, 2016 ?

**Ms. Christieb's Response** - Answer not provided as the gas was not terminated in June of 2016.

**Complainant's Objections** - Respondent and Ms. Christieb refused to answer the question. Complainant did not ask about when the Gas Service was terminated. The Complainant asked for the Gas Readings prior to and after the gas was turned off again in June 2016.

**19. Complainant's Request** - Need a copy of the Work Order as to why two different PGW's Work Men were at said property on the same day and same time, to place Digital Gas Meters in the house at 1629 Newport Place in Philadelphia, PA in 2014?

**Ms. Christieb's Response** - A copy of the meter exchange work order is attached hereto as appendix "C".

**Complainant's Objections** - Appendix "C" has no identifying listing/statements as being from the Philadelphia Gas Works. The document does not even have the Complainant name spelled correctly.

**20. Complainant's Request** - Need copies of the two PGW's Work Men's Identification Cards (with their names, titles, and faces clearly shown) that came to place the Digital Gas Meters in the Complainant's House in November, 2014.

**Ms. Christieb's Response** - Document not provided for safety and security reasons.

**Complainant's Objections** - For Complainant and her family safety and concerns, she demands to fully know who PGW alleged who serviced the said property at 1629 Newport Place in Philadelphia, PA. PGW provides ID Tags for Workers to show to the public, and the Complainant needs to know if the alleged person that PGW claimed that they sent to service the house was black or white, and the Complainant needs to be able to identify them. Also, it goes to show that PGW should have called the Police to alert the public of men claiming to be from PGW, and what PGW is going to do about securing the "PUBLIC" safety from people looking like PGW Workers, with PGW IDs, and driving a PGW's Vehicle. Both the Black and the White PGW's Workers were talking outside of said property as if they knew each other as well as the PGW's Supervisor informed us of which worker was going to finish the placement of the Gas Digital Meter to said property. Thus, all three of them knew each other.

21. **Complainant's Request** Need copies of the two PGW's Work Trucks along with the Truck's Vehicle License Tags and Vehicle ID Numbers that were driven to said property in 2014 on the day that the Digital Gas Meters were placed.

**Ms. Christie's Response** - Documents not provided for safety and security reasons.

**Complainant's Objections** - For Complainant and her family safety and concerns, she demands to know this information to help verify who was at said property.

22. **Complainant's Request** - Need copies of the PGW's Worker who was assigned to place the new Digital Gas Meter.

**Ms. Christie's Response** - Documents not provided due to lack of specificity regarding what information Complainant is requesting.

**Complainant's Objections** - Complaint needs paperwork of who placed the new Digital Gas Meter and the serial Number of that Gas Meter at said property.

23. **Complainant's Request** - Need the name, title, and a copy of the PGW's Supervisor's ID Card that came out, after we again called PGW about the Black PGW Worker's weird behaviors, still constantly refusing to tell the Complainant and her family his name, and etc...

**Ms. Christie's Response** - Answer not provided as PGW has no record of this incident.

**Complainant's Objections** - Complainant objects to the false statements, the Bad Faith, the Covert Tactics, and etc...

24. **Complainant's Request** - Copies of all call logs to and from PGW (and etc...) pertaining to the Complainant and/or said property located at 1629 Newport Place in Philadelphia, PA.

**Ms. Christie's Response** - Documents not provided as PGW was not furnished with a telephone number to be the target of the requested call logs.

**Complainant's Objections** - Complainant objects to the false statements, the Bad Faith, the Covert Tactics, and etc... Both PGW and Ms. Christie already have Complainant's Telephone Number.

25. **Complainant's Request** - Copies of ALL Emergency Calls and Reports made for Gas Leaks/Gas Smells at said property.

**Ms. Christie's Response** - Copies of the work orders pertaining to the emergency/leak calls made during the time that the Complainant was the customer of record are attached hereto as appendix "C".

**Complainant's Objections** - Complainant objects to the false statements, the Bad Faith, the Covert Tactics, and etc... Complainant stills objects to the Respondent's Appendix "C" as well as Respondent and Ms. Christieb continuously refused to answer the question and to supply the document. **THE COMPLAINANT ASKED FOR COPIES OF ALL EMERGENCY CALLS AND REPORTS MADE FOR GAS LEAKS/GAS SMELLS AT SAID PROPERTY.**

**26. Complainant's Request** - Copies of the Medical necessary Certificates that were obtained for James Hughey's Physician; in order, to keep the Gas Service on.

**Ms. Christieb's Response** - Copies of the requested Medical Emergency Certification Forms are attached hereto as appendix "E".

**Complainant's Objections** - Complainant objects to the PGW disclosing to Mr. Hughey's Physician of how much was owed.

**27. Complainant's Request** - Copies of ALL PGW's Bills from 2014 to present.

**Ms. Christieb's Response** - Copies of the requested gas bills are attached hereto as appendix "A".

**Complainant's Response** - Received Gas Bills from December 04, 2014 to May 06, 2016.

**28. Complainant's Request** - Copies of the Gas Reading before Gas Service was turned on in 2014 as well as Gas Reading when the Gas Service was cut off in 2016, and Gas Reading on the day that the PGW's Work Men came out to cut the Gas Service off again (later in 2016).

**Ms. Christieb's Response** - The meter installed in 2014 when the Complainant requested service was installed with a zero reading (0 CCF). This information can be found in the meter exchange work order attached hereto as appendix "C". On April 27, 2016, when the gas service was terminated, the gas meter reading was 2695 CCF. This reading can be found in the last entry on page two of the Specific Service Agreement Statement of Account, attched hereto as appendix "B", in the column marked "Reading". After April 27, 2016, PGW did not again visit the property to terminate service.

**Complainant's Objections** - Complainant objects to Appendix "C" has no identifying listing/statements as being from the Philadelphia Gas Works. It is duplication of documents, and some of the documents do not even have the Complainant name spelled correctly. Complainant questioned the validity of these documents.

**29. Complainant's Request** - Need a copy of the serial numbers and model numbers of both Digital Gas Meters that were sent to the property at 1629 Newport Place on the day of insertion, and which Gas Meter was finally placed in the house, and by whom, and the name of the PGW's Worker who brought which Gas Meter into said house.

**Ms. Christieb's Response** - On November 10, 2014, PGW employee Nicholas King visited the property: he exchanged meter No. 1769076 for meter No. 2161639 and restore the gas services. No other PGW employees brought meters to the property that day. The serial number and model number for meter No. 2161639 are 14Y9256343 and L250, respectively. A copy of the Meter Maintenance information, including the serial and model numbers is attached hereto as appendix "F".

**Complainant's Objections** - Complainant objects to the false statements, the Bad Faith, the Covert Tactics, and etc... Also, Appendix "F" has no identifying listing/statements as being from the Philadelphia Gas Works.

**30. Complainant's Request** - The Digital Gas Meter that was placed in the house of 1629 Newport Place in 2014, was it used somewhere else prior to placing in said house ?  
**Ms. Christieb's Response** - No.

**31. Complainant's Request** - How many complaints to have there been about PGW's Digital Gas Meters, and exactly what are the complaints ?

**Ms. Christieb's Response** - Answer not provided as the requested information is not complied or tracked.

**Complainant's Objections** - Complainant objects to the Respondent's and Ms. Christieb's refusal to answer questions. The Respondent should be able to supply Complainant with a list of Customers' Complaints.

**32. Complainant's Request** - Why was Mr. Hughey charged for the prior Gas Digital Meter Placement (prior to 2014), and how much was he or a member of his household charged, and when, and why ?

**Ms. Christieb's Response** - Answer not provided as the question relates to a period of time that falls beyond the statute of limitations. Answer not provided as the question relates to activity pertaining to an account for which the Complainant is not the customer of record.

**Complainant's Objections** - Complainant objects to the Respondent's and Ms. Christieb's response. The Complainant is a Co-owner; thereby, is entitled for all questions to be answered; irregardless of the date.

**33. Complainant's Request** How many Digital Gas Meters have been placed in the house located at 1629 Newport Place in Philadelphia, PA, and when were they done, and why were they needed.

**Ms. Christieb's Response** - On November 10, 2014, PGW employee Nicholas King visited the property; he exchanged meter No. 1769076 for meter No. 2161639 and restored the gas service. No other gas meters have been installed in the property since that time. The meter is needed to measure the amount of gas being used at the property.

**Complainant's Objections** - Complainant objects to the false statements, the Bad Faith, the Covert Tactics, and etc... Respondent and Ms. Christieb still have not answered the question.

**34. Complainant's Request** How many NEW Digital Gas Reading Meters do PGW obtain each year ?

**Ms. Christieb's Response** - Approximately sixteen thousand (16,000).

**35. Complainant's Request** - Who manufactured the Digital Gas Meters that PGW uses ?

**Ms. Christieb's Response** - PGW has used meters manufactured by American, Rockwell, Sprague, and Itron.

**36. Complainant's Request** - What type and how often do PGW do quality control checks on their Digital Gas Meters ?

**Ms. Christieb's Response** - PGW conducts meter proofing tests on ten percent (10) for every shipment prior to stocking them for installation.

**37. Complainant's Request** - What type of indications are displayed when the Digital Gas Meters are not working effectively ?

**Ms. Christieb's Response** - Answer not provided as the question lacks specificity regarding what is meant by "effectively".

**Complainant's Objections** - Complainant objects to the Bad Faith, the Covert Tactics, and etc... Respondent and Ms. Christieb still have not answered the question. Ms. Christieb is a lawyer. Thus, she is educated enough to know what the word "effectively" means. According to the definition of "effectively", it means - in such a manner as to achieve a desired result. If Ms. Christieb did not understand what was meant by "effectively", she should have looked it up. Complainant stills does not appreciate the continual tactics of the Respondents.

electronically signed on 05/27/17

/s/Debbie Hughey at 11:28 PM

Sign Debbie Hughey  
Debbie Hughey, Pro se

Date May 27, 2017

#### PROOF OF SERVICE

I, Debbie Hughey, stated that I electronically serve a copy of the Complainant's Continual Motion For Sanctions and Motion to Compel Respondent to Fully Answer the Complainant's Questions, Statements, Requets, and Etc... via their Attorney on May 27, 2017 via E-Service of the PUC System.

electronically signed on 05/27/17

/s/Debbie Hughey at 11:28 PM

Sign Debbie Hughey

Date May 27, 2017

Exhibit D

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey, Complainant

Case No. C-2016-2567445

v.

Philadelphia Gas Works, Respondent

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMPLAINANT'S RESPONSE TO JUDGE PELL'S INTERIM ORDER  
OF CLOSING THE HEARING, AND NEW MATTER - MOTION FOR  
THE RE-OPENING OF THE EVIDENTIARY RECORD

Judge Pell's and Judge Salapa's Histories on this case continued to be **incorrect, misleading, and manipulative**. Prior to September 19, 2016, the Complainant, Debbie Hughey, filed an **Informal** Complaint (via Certified Mail # 7015 0640 0007 5103 1448) with the Pennsylvania Public Utility Commission (PUC) against PGW - Philadelphia Gas Works (Respondent); in which, her Informal Complaint was ignored, and no investigation, and etc... were ever done, and the PUC's Staff kept misleading the Complainant, by stating that it takes several months before she would hear anything about her Informal Complaint; in which, the Complainant continued to never hear nor received anything from the PUC. Therefore, in September, 2016, the Complainant filed a **Formal** Complaint, dated September 19, 2016. Wherefore, PGW illegally turned off Gas Service to Complainant's Property as a results of the Complaints that the Complainant has filed.

The Complainant filed her complaints against PGW based of the following:

1. Threatening to shut off our Gas Service or has already shut off Gas Service. Gas Service was terminated on April 27, 2016, and they refused to allow Complainant to submit another Medical Necessity Form.
2. Inflated and Illegal Gas Charges, Bad Faith, Fraud, and Fraudulent Business Practices, Incorrect Billing Charges, Intentional Torts,, and etc...
3. Reliability, Safety, and Quality Problems with PGW's Gas Services. PGW tampered with our gas line; in the dark time (after 6 pm), after Gas Services were already turned off on April 27, 2016. PGW claimed that they were back out to our house to turn the Gas OFF AGAIN because the Gas

Meter was registering usage. Also, PGW gave us the impressions/feelings that they were trying to blow up us and our property by sneaking on the property that late at night; without, even informing us of what they were doing in front of our property.

4. **Attempted Theft of Property - The City of Philadelphia as owners of PGW and the Philadelphia Water Department are trying to steal our property by placing False Liens on our property. In 2016, the City of Philadelphia Water Department disclosed to us that in 2004 that they placed a Lien (for an Illegal Water Bill that we did not owe) against our property located at 1629 Newport Place in Philadelphia, PA 19122. Thus, as documented, PGW has a very pervasive illegal and fraudulent business practices of trying to steal our property, and the Complainant referenced the Certified Letter #7014 2120 0000 4339 4202 that was submitted with the Formal Complaint.**

5. **Retaliation - The City of Philadelphia Water Department had enlighten us in 2016 about the City of Philadelphia's attempted theft of our property via Water Department's Lien of 2004. PGW and the City of Philadelphia retaliated against Complainant and her family based upon the Complainant's Complaints to the PUC; whereas, in 2016, they added an alleged Water Lien Charge of \$40.00 of an alleged Lien of over 11 years ago that they never told us about. They chose at that time to inform us of what they have done to our house in 2004 (since we filed complaints with the PUC) as well as they stole money from the payments that we were making on the present Water Bills to apply to this alleged Lien Amount, and still REFUSED TO REMOVE THE LIEN. In fact, they took more than \$40.00, and never repaid it back. AS, I SAID, WE DID NOT AND NOT OWE THE CITY OF PHILADELPHIA WATER DEPARTMENT THAT FORTY THAT THEY TOOK FROM US !**

6. **A Bogus, Tampered, and Fraudulent Digital Gas Meter was placed in our house AGAIN, and the incidents of how it was maliciously done has been documented regarding the two (black and white) PGW's Workers who were outside (white) of our house, waiting for the other (black) PGW's Worker that was inside of our house, on the day that the new Gas Meter was being placed in Complainant's House. Also, we have pictures of the PGW's Supervisor who was called to remove the Black Colored PGW's Worker from our property; even though, PGW still denied this as well as the proof that two different PGW's Workers came out to service the Complainant's house on the same day is within the PGW's own Records that they have already submitted; proving that PGW (Philadelphia Gas Works) and their**

alleged Attorney, Ms. Graciela Christlieb, to be **LYING AGAIN AND AGAIN !**

7. The meter installed in the Complainant's Residence is not providing accurate Gas Usage Readings. **The Fraudulent Gas Meter as evidenced in the documented pictures of July 02, 2017, showed that the Gas Meter Reading was stopped at 1670 ccf, but PGW's records stated that we used 2695 ccf as of April 27, 2016.** Thus, fraudulently inflated Gas Meter Readings. How is it that PGW's Automatic Gas Meter Records stated that **over an extra 1000 ccfs** were used as compared to the amount of ccfs that are still listed on the Gas Meter almost a year later ?

8. PGW falsely and fraudulently obtained funds from the Complainant by falsely claiming that an agreement was made for services; fraudulently obtaining additional funds under false pretends on claiming that an agreement was made; and PGW never gave Complainant a copy of the alleged agreement, denying the Complainant of her Due Process Rights.

9. PGW and the City of Philadelphia falsely and fraudulently placed Liens on our property, and in 2006, the Complainant was never informed that a Lien was placed on her property. In addition, PGW falsely and fraudulently placed additional charges to our previous Gas Bills in 2006; whereas, we were no longer using their Gas Services due to their illegal termination.

10. PGW and the City of Philadelphia also planned and plotted to steal Complainant's Property by their demanding a copy of the Complainant's DEED to the property before even turning Gas Services on in November, 2014. Thus, continual **deceptive pervasive practices.**

11. Judge Pell, you, refused to mention about the several Sanctions Requests/Motions that the Complainant has filed against PGW and their alleged Attorney's regarding their continual lies, maliciousness, fraud, harassments, and etc... In this case history, Judge Pell, you, did not mention about the Amended Complaint, Updated Preliminary Objections Responses, and Late Exceptions that were filed by the Complainant nor do you mention about the Complainant's Recusal Request/Motion of Judge Salapa, and as a matter of fact, you should have recused yourself from this case because you were the Judge that resided over my Municipal Court Case against Pulmonary Pacific Oxygen Company; whereas, the Oxygen Company in my opinion tried to commit attempted murder against my father's life on more than one occasion, threaten the Complainant, pushed the door opened,

trying to get into the Complainant's House, and maliciously crashed the window of the Complainant's House; while, the Municipal Court's Personnel fixed the documents that were already submitted to court; so that, they were intentionally not viewable by the Judge (you) as well as, you, as the Judge and other court personnel refused to submit the Complainant's additional documents/evidence into the record during that Court Hearing. Then what ensued next was that the Municipal Court Personnel removed the Complainant's already submitted documents off the record, and then re-entered them with a different date, to make it look like it was submitted after the court hearing; while still, refusing to accept the rest of the Complainant's Documents. The Municipal Court's Supervisor and the Court's Administrators were already aware of what was done in that Complainant's Case before they even talked to her (Thus, someone else informed them before I even had a chance to say anything), but tstill nothing was done to rectify those injustices, violations, and etc... However, you, Judge Pell, ruled against Complainant in that case, and you should not have resided over this case with the Pennsylvania Public Utility Commission. There needs to be an investigation against you and Ms. Christieb because the lady who identify herself over the phone as being the alleged Attorney for PGW was not the lady who was present in court on June 15, 2017 as to why she probably kept fighting against the Complainant's Live Hearing Requests.

Both you, Judge Pell, and Judge Salapa have shown and continues to show their biases against the Complainant and prejudiced this case by slandering her name that she was delaying in paying PGW for Bogus Fraudulent Gas Services; while, the two of you still performing unfairness, illegally tactics, violations of the laws, Abuse of Power, Abuse of Discretion, and etc... The Complainant even documented how one Complainant had complained of ineffective Gas Meter Readings, but now the Complainant have researched that there are several Complainants that have complained about false Gas Meter Readings. Thus, as Claimant have said and complained that this is one of the ways that the City of Philadelphia and PGW have planed to steal our property via fraudulent Liens, pervasive fraudulent billing practices, fraud, and etc...

Judge Pell, since you falsely claimed that Judge Salapa and yourself claimed that the Complainant did not serve the two of you with documents/evidence that were submitted to the PUC, the Complainant demands a signed Affidavit attesting to that, and when it is investigated the Complainant would not only being seeking sanctions, but impeachment !

Judge Salapa did not issue instructions on subpoena procedures as well as you, Judge Pell, denied the Complainant Subpoenas Request to obtain additional evidence.

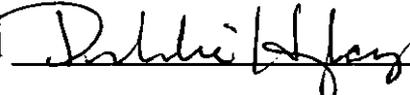
**NEW MATTER - MOTION FOR THE REOPENING OF THE EVIDENTIARY RECORD**

**THEREFORE**, the Complainant is still requesting, and still needing to obtain further evidence as well as witnesses, and the Complainant is requesting a Motion to re-open the record to obtain further evidence.

Signed  Date Oct. 27, 2017  
Debbie Hughey

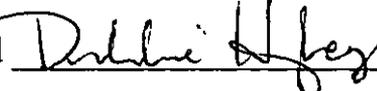
**VERIFICATION STATEMENT**

I, Debbie Hughey, the Complainant verify that the facts set forth in the foregoing statements/documents of the "Complainant's Response to Judge Pell's Interim Order for Closing the Hearing, and New Matter - Motion for the Re-opening of the Evidentiary Record" are true and correct to the best of my information, knowledge, and belief. I also understand that the statements contained herein are subject to the Penalties of 18 Pa.C.S.A., Section 4904 relating to unsown falsification to authorities.

Signed  Date Oct 27, 2017

**PROOF OF SERVICE**

I, certify that on October 27, 2017, the Complainant served a true copy of the Complainant's Response to Judge Pell's Interim Order of Closing the Hearing, and New Matter - Motion for the Re-Opening of the Evidentiary Record, PGW's via their alleged Attorney, Graciela Christlieb, in accordance with the requirements of 52 Pa Code § 1.54 (Relating to service by a Party) via the PUC's Electronic Filing System, since Ms. Graciela Christlieb accepts E-Service as well as sent a copy to Judge Pell via Regular Mail.

Signed  Date Oct 27, 2017

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Service List:**

**Administrative Law Judge Christopher P. Pell  
Pennsylvania Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia, PA 19107**

**Graciela Christlieb, Esquire  
Philadelphia Gas Works  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
via E-Service**

# Exhibit E

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey, **Complainant**

v.

Docket No. C - 2016-2567445

Philadelphia Gas Works,  
**Respondents**

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SECRETARY'S BUREAU

**COMPLAINANT'S AMENDED FORMAL COMPLAINT AND AMENDED  
RELIEF**

COMPLAINANT'S AMENDED FORMAL COMPLAINT

The Complainant is amending her Formal Complaint (Exhibit A {15 pages}) against the Philadelphia Gas Works (PGW) as follows:

1. PGW is threatening to shut off my service or has already shut off my service.
2. Incorrect charges are on my bill.
3. I am having a reliability, safety or quality problem with my utility service, the Philadelphia Gas Works.
4. PGW has pervasive illegal and fraudulent business practices of trying to **steal our property**. Also, it was reported on the news of how PGW has tried to steal other people property as well.
5. PGW falsely and fraudulently inflated the Gas Bills and placed Liens on our property; in order to, plot and planned, to **steal our property**.
6. PGW falsely and fraudulently placed additional charges to previous Gas Bills in 2006; whereas, Gas Services were already terminated. Thus, we kept being billed for increased Gas Services that we never received.
7. PGW informed us that the payments that we were forced to make; in order, to turn on the Gas Service were for previous bills as well as a down payment.
8. PGW demanded a copy of the DEED of said property before they would even start Gas Services.
9. PGW and the City of Philadelphia (the owners of PGW) violated the Municipal Claims and Tax Liens Act by not informing the Complainant that they placed a Lien against our property in 2006.
10. PGW falsely and fraudulently placed additional charges to our PGW's Gas Bills for Commodity Charges; whereas, Gas Services had ceased.

11. PGW tampered with the gas line after it was already turned off on April 27, 2016, claiming that they wanted to make sure that the gas was turned off, due to their Digital Gas Meter was registering gas usage as well as they gave us the impression that they wanted to blow up us and our property.

12. The returning of the PGW's Workers **proved that their Digital Gas Meter was falsely reading that gas was being used**; whereas, we only use gas for the heating our house during the Winter, and for heating the water; in which, both the hot water and the heater were already turned off, but yet they told us that the gas was on, and that the meter was reading gas usage.

13. Even further PGW's deceptive practices are by the City of Philadelphia and the Common Pleas Court of Philadelphia denying our rights to place our counter statement (Affidavit of Defense) to their fraudulent Gas Bills and Liens on the Court's Records.

14. A bogus, tampered, and/or fraudulent Digital Gas Meter was placed in our house again. The Incidents of Black vs. White Colored PGW's Workers both coming to our property to place the Digital Gas Meter at the same time are clearer now of the **continual Covert Tactics**.

15. PGW falsely and fraudulently claiming that an agreement was made for services; whereas, the Complainant never made any agreement.

16. PGW fraudulently obtaining additional funds under false pretends of claiming that an agreement was made, and etc...

17. PGW never gave Complainant a copy of the alleged agreement.

18. PGW violated our rights to be informed of the alleged agreement. Thus, continuing their deceptive pervasive practices.

19. Also, other issues and incidents as listed in the Certified Letter #7014 2120 0000 4339 4202; which is, included in Exhibit A.

20. PGW also violated our rights to Due Process.

21. PGW violated the law by retaliating against the owners of said property, for filing a Formal Complaint against them.

22. PGW never gave full disclosure nor obtained the Complainant's authorization to check Complainant's Credit Report regarding reconnection of Gas Service inquiry.

#### **AMENDED RELIEF**

According to the Complainant's Formal Complaint (see Exhibit A), she is seeking the following reliefs:

1. Due to outrageous, inflated, and fraudulent PGW's Gas Bills as well as Bad Faith, Intentional Torts; and pervasive, illegal, and fraudulent Business Practices, Complainant

is seeking the removal of ALL of the amounts of monies that PGW and/or the City of Philadelphia claimed that is owed for Gas Services, Liens (from 2006 to present), Collections Costs/Fees, Court Fees, Attorney Fees, and any additional fees, and etc...

2. Complainant is also requesting a restoration of our Credit Bureau Rating, and the removal of the amounts of these PGW's Gas Bill, Liens, Collections, negative reporting, and etc... removed off of our credit reports, since 2006 to present.

3. Ruling that the Complainant, the owners, and etc... do not owe PGW nor the City of Philadelphia for any Gas Bills; bringing the balance to zero, and satisfying the fraudulent liens that were illegally placed on the property at 1629 Newport Place in Philadelphia, PA 19122.

4. Rules that PGW and the City of Philadelphia pay for all legal fees, costs, and expenses; Court Costs; Attorney Fees, Cost, and Expenses, interests, penalties, Collections Fees, Reconnection Fees, and any other charges or fees.

5. Rules that the Liens be removed and satisfied on the said property.

6. Reimbursement of ALL monies paid to PGW in 2014 through 2016 along with interest and penalties.

7. Replacement of Digital Gas Meter free of charge to said owners.

8. PGW be fine, disciplined, and etc... for their illegal and fraudulent dealings in this case, and any other sanctions that the PUC feels are appropriate.

9. Anything else that the PUC knows that the Complainant is entitled to.

Signed Debbie Hughey  
Debbie Hughey, Pro se  
Complainant

Date May 26, 2017  
May 23 - 26, 2017

CERTIFICATE OF SERVICE

I, certify that a true copy of the Complainant's Amended Formal Complaint and Amended Relief, is being served as per 52 Pa. Code § 1.54(b)(3)(ii), to the Philadelphia Gas Works' Attorney, Ms. Graciela Christlieb, via the PUC's Website, since she accept E-Service.

Signed Debbie Hughey  
Debbie Hughey, Pro se  
Complainant

Date 05/26/2017  
May 23 - 26, 2017

# Exhibit F

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey, **Complainant**

v.

Docket No. C - 2016-2567445

Philadelphia Gas Works,  
**Respondents**

### COMPLAINANT'S REQUEST FOR RECONSIDERATION TO THE RESPONDENT'S - PHILADELPHIA GAS WORKS - PRELIMINARY OBJECTIONS AND MOTION TO STRIKE

The Complainant still has not been able to fully litigate this case due to illnesses, injuries, covert tactics, lack of funds, cyber attacks, and etc... as well as based on the responses received from the Respondent as it pertained to the Complainant's Motion to Compel PGW, the Complaint is requesting a Reconsideration. The Respondent's Preliminary Objections and Motion to Strike are listed as Exhibit A. The Complainant's Corrected Response/ Answer is listed under Exhibit B. The Complainant was not able to respond to the Respondent's Preliminary Objections and Motion To Strike, like she really wanted to, and is now requesting a Reconsideration of her responses as follows:

1. **Corrected** - The Complainant filed a Formal Complaint with the Pennsylvania Public Utility Commission (PUC) regarding the Respondent's pervasive Fraudulent Billing, Covert Tactics, Inaccurate Gas Meter and Gas Meter Readings, and etc... at the service address of 1629 Newport Place in Philadelphia, PA. **The Complainant had also filed an Informal Complaint with the PUC a year prior to filing the Formal Complaint, but the Complainant never received a response from her Informal Complaint from the PUC nor from the City of Philadelphia nor from PGW.** Thus, the PUC violated Pa Code 52 § 56.441 regarding Informal Complaint, by not intervening, by Complaint not being docketed, and not being investigated by the PUC nor was anything done by the Bureau of Consumer Services (BCS), and etc...

2. **Intentionally Misleading and False** - Complainant referred to not only bills and liens of 2006, but of bills and liens for the years of 2015, and 2016.

**3. Updated - According to the law, fraud voids any Statute of Limitation.**

When the fraud is discovered, it starts the timing for the Statute of Limitation, for disputing any bills or liens, all over again. The Liens of 2006 were not disclosed to the Complainant, and the **Complainant was not aware of the Liens of 2006, until ten years later, in 2016.** The City of Philadelphia and PGW have both violated the Municipal Claims and Tax Liens Act (MCTL), by not informing the Complainant of the Liens placed on the property of 1629 Newport Place located in Philadelphia, PA 19122. In addition, they violated the MCTL again by refusing to allow the Complainant to file an Affidavit of Defense pertaining to these liens.

Thus, the **Statute of Limitation as it related to fighting these Liens, and the Gas Bills pertaining to it, do not begin to toll until 2016.** Therefore, the Complainant is still entitled to receive any monies, refunds, fees, new rulings, and etc... for any alleged billings and liens of 2006, due to Covert Tactics, Bad Faith, pervasive fraudulent practices, violations of the MCTL, violations of the laws, and etc... Furthermore, the Statute of Limitation does not apply to the Gas Bills and Liens of 2015 and 2016, as of yet, **but yet the Respondent tried to manipulatively group all claims of 2006, 2015, and 2016 together,** to state that ALL of the Claims and Liens are passed the Statute of Limitation.

Therefore, the PUC is not deprived of it's functioning duties pertaining to the Complainant's Formal and Informal Complaints. As stated before, the PUC - Public Utility Commission **does** have jurisdiction to not only hear, to investigate, to assign fines for violations, corrections of services and billing, and etc..., and to rule in the Complainant's Cases due to the several patterns of fraud, overcharging, inaccurate meter readings, covert tactics, and etc... that exists in this cases. **This is not the first time that the City of Philadelphia tried to steal our property.** In 2008, the Real Estate Tax Division claimed that we did not pay our Real Estate Taxes for 2006. They waited until after some of our documents and receipts were taken from our house to claim two years later that we never paid Real Estate Taxes for 2006. Therefore, **we were forced to pay those taxes again, due to fraud, Covert Tactics, theft of documents, and etc...**

A couple of months ago, we again received retaliation from the City of Philadelphia (**ANOTHER COVERT TACTIC**), but in the form of the City of Philadelphia Water Revenue, sending the Complainant an alleged Water Bill of over thirteen years old, claiming that a charge of \$40.00 was due, based on an alleged damaged Water Meter. This added charged of \$40.00 inflated the Complainant's Water Bills; so that, the amount that they were

asking, could not be paid; thereby, forcing the Complainant on an agreement; in order, to avoid Shut-off Services. However, the Philadelphia Water Department did not disclose the truth about the agreement nor did they inform us of our rights to obtain a Medical Note nor of our right to dispute the bill would be waived; whereas, it was because of the added charges of \$40.00; is what mainly sent the bill into a Shut-off Status.

**Something that was deviously planned.** Thus, the Water Bill was paid to void the illegal and bogus agreement. Covert Tactics like these continued to show the City's Deceptions, Bad Faith, Intentional Torts, Maliciousness, and etc...

Again, the City of Philadelphia and the Philadelphia Water Department have violated the MCTL again, by not informing the Complainant of this Water Lien in a timely fashion. The Water Lien was placed against said property in 2004, but we were not informed of this lien, until a couple of months ago via the monthly Water Bills. They have retaliated against the Complainant for filing a PUC's Formal Complaint against the PGW and the City of Philadelphia.

4. **Denied** - As stated, fraud voids any Statute of Limitation as it related to the Complainant receiving justice regarding the Bills and the Liens of 2006. The Philadelphia Gas Works and the City of Philadelphia never informed the Complainant about the Gas Lien of 2006; which is, a violation. The Complainant discovered this Lien, while she was reviewing other Court Records in 2016. Thus, the tolling of the Statue of Limitation does not start for the fighting of the 2006 PGW/City of Philadelphia's Liens and PGW's Billings, until 2016. Also, the City of Philadelphia has encumbered said property via fraud, forethought and malice, covert tactics, and etc..., and without affording the Complainant a meaningful opportunity to be heard as well as to submit documentation denying the City's and the PGW's Claims. The Common Pleas Court refused to allow the Complainant to file her rebuttals (Affidavit of Defense) against the City of Philadelphia and PGW's False, Fraudulent, and etc... Claims.

The City of Philadelphia and the Philadelphia Gas Works have also violated the Complainant's 14th Amendment Rights to due process regarding the bills and especially the Liens of 2006, 2015, and 2016. The City Hall Prothonotary's Office, the Judgment Division as well as the Prothonotary himself, all refused to allow the Complainant to file her counter statements (Affidavit of Defense) to said judgments, claims, and liens. Thus, they have ALL violated the law ! They even lied by telling the Complainant that there is nothing that she could file about the Judgement

Exhibit G

1629 Newport Place  
Philadelphia, PA 19122  
June 12, 2003

Certified Mail/ Returned Receipt Requested # 7001- 2510- 0001- 4130- 7833  
CEO / President  
PHILADELPHIA GAS WORKS  
800 W. Montgomery Avenue, Philadelphia, PA 19122-0050

**REFERENCE INVOICE NUMBER 8016871176**

AS OF 3/4/03- 4/2/03

Old Account # 10201603601

As of 4/30/03

New Account Assigned # 9111686935

**AMR** Reading Device # **0003898842**

**Meter # 1769076**

\*\*\*\* **SA ID # 99161242619**

Dear CEO:

During the earlier part of the year I **requested** my gas bill for the last six months. Your company refused to give me a copy. Instead the **Philadelphia Gas Company** sent me a bill that was **erroneous** in nature. The bill that your company sent me around **March & April 2003**, was originally \$ **700.00** and, that **incorrect**. I have never had a gas bill in over **40** years that was \$**700** and, I have had some pretty cold winters.

Last week my daughter tried to find out what the "**adjustment**" listed on **April 2003** \*\*\* **SA ID # 9961242619**- *Six hundred* and *sixty dollars* and *twenty-six cent* ( \$ **660.26**) meant . A **Mr. Ross**, from customer **adamantly** refused to state what the charges were for **nor** would he place his supervisor on the phone when requested. I was also informed that he was quite **hostile**.

I only had my heat turned on for an extremely short time this winter therefore I know that this **inflated** bill is incorrect. I want some one to come out and check my meter.

^ *Check #111 enclosed. Payment made under protest.*

Other people in my neighbor have also complained that there was something suspicious and erroneously wrong with there **inflated** bill as well.

I hope I can look forward to your organization successfully handling this matter.

Sincerely,

James Hughey

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SECRETARY'S BUREAU

Exhibit H

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey, Complainant

vs.

Docket No. C - 2016-2567445

Philadelphia Gas Works, Respondent

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**COMPLAINANT'S RESPONSE/ANSWER TO THE PHILADELPHIA GAS WORKS'  
REPLY TO COMPLAINANT'S MOTION FOR IN-PERSON HEARING**

The Respondent and Ms. Christieb's Reply to the Complainant's Request for a In-Person Hearing are invalid on two levels.

The First Level is that Judge Salapa had already made his ruling to approve the Complainant's Request for the In-Person Hearing on May 15, 2017, and Ms. Christieb's Reply is dated (May 16, 2017) after the Judge's Decision.

The Second Level, Ms. Christieb's Reply is also INVALID because she is **falsely** trying to claim that the she was not timely served.

The Complainant's Request for an In-Person - a "Live Hearing" was submitted to both the PUC and Ms. Christieb. Thus, Ms. Christieb was timely served via the PUC Online Service, since she accept E-Service, and according to 52 Pa. Code § 1.54, the Respondent via their Attorney, Ms. Graciela Christieb, Esquire was properly served. The 52 Pa. Code § 1.54(b) stated that service may be made by one of the following methods:

1. §1.54(b)(1) - First Class Mail
2. §1.54(b)(2) - Personal
3. §1.54(b)(3)(ii) Electronic. The PUC further stated that "Documents filed with the Commission. Service may be made electronically to filing users who have agreed to receive electronic service. Filing users who have agreed to receive electronic service shall be served with an electronic mail notice stating that a document was filed on the electronic filing system. **The notice constitutes service.**" Therefore, AGAIN, the Respondent was served via their Attorney, Ms. Christieb. Section 1.54(b)(3)(ii)(B), even stated that "When a filing user becomes aware that the electronic mail notice was not transmitted successfully, the filing user shall resend the electronic mail notice or serve the document by another method authorized by this subpart." Thus, the Complainant even complied with this law. Once she knew that her email server did not inform her of the error until days later (which is one of the Covert Tactic that the Complainant has been subjected to), the Complainant, resent the email, but irregardless, the Respondent was already served via the PUC's Electronic Server, since their Attorney accepted E-Service from the Pennsylvania Public Utility Commission.

I. COMPLAINANT'S HISTORY OF PROCEEDINGS

First of all, the History that the Respondent, PUC, and some of Judge Salapa's Documentation are not correct.

Secondly, the Complainant filed a **Formal Complaint** with the Pennsylvania Public Utility Commission (PUC) against PGW, and filed an **Informal Complaint** a year prior to the Formal Complaint, but the PUC has done nothing about Complainant's Informal Complaint. The Complainant's Formal Complaints dated September 19, 2016 against PGW are about:

1. "PGW has pervasive illegal and fraudulent business practices of trying to **steal our property**".
2. PGW falsely and fraudulently claiming that an agreement was made for services
3. PGW fraudulently obtaining additional funds under false pretends, and etc... Please review the Complainant's Formal Complaint (**15 pages**) that has been deleted from the PUC's Online Records.
4. The Utility is threatening to shut of my service or has already shut of service.
5. In correct charges are on my bill.
6. I am having reliability, safety, or quality problems with my utility service.
7. PGW has pervasive illegal and fraudulent business practices of trying to steal our property - see Certified Letter #7014 2120 0000 4339 4202, and etc...

Complainant's Second Continuance was granted for about 45 days and not 60 days. Judge Salapa informed the Complainant that there will be no further delays, and Ms. Christieb threaten sanctions, if the June 15, 2017 Hearing is not conducted !

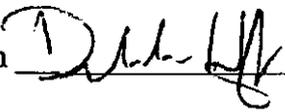
## II. RESPONSE TO MOTION TO REQUEST A LIVE HEARING

PGW's Objections were already stated to the Complainant via Telephone (days before filing her In-Person/Live Hearing) as well as via email, but the Complainant still asserted her rights to have an In-Person Hearing. The Complainant did not have "ample time and opportunity" to address the form of Hearing because the Complainant was not given a choice of a Telephonic Hearing vs. an In-Person Hearing. The Complainant was not aware that the PUC even had Live Hearings/In-Person Hearings. The Complainant was not even aware that the Pennsylvania Public Utility Commission houses a location in Center City Area nor was the Complainant informed that the PUC holds Hearing at this location. The Complainant did not discover these issues until recently. The Complainant does not see why PGW is so opposed to the location change; whereas, their location is in the County of Philadelphia, just like the Complainant's location is in the County of Philadelphia, and as a matter of fact, PGW is just a couple of blocks from said property.

In addition to the above, the Complainant did not like how the Telephonic Pre-Hearing was conducted, and even now, she is seeking the removal of Judge Salapa off of the case based on his prejudicing this case; based on his biases; based on his Abuses of Power; Abuses of Discretions, Slander, Libel, Manipulations; His planned violations of the Law, and etc... Given the Complainant's Injuries, Illnesses, and Disabilities, the Complainant is not participating in a "Dilatory (lazy) Tactic" as Ms. Christlieb has alleged. Furthermore, the Complainant objects to the Ms. Christieb's name calling, assassination of the Complainant's Character, Libelous and Defamatory Statements, and etc... The Complainant sited more than just health issues; like, lack of funds (having less than \$25.00 to try to conduct this case as well as other cases), and etc... **Judge Salapa as well as the Respondent and Ms. Christieb do not have the right to decide what is best for the Complainant.** Thus, The Complainant would still need to sit for a Telephonic

Hearing; just like, an In-Person Hearing. The Complainant wants to see who she is dealing with, and need a Face to Face Hearing/In-Person Hearing. "A new wave of requests for more time will crash upon this case and the undertow pull it further out into 2017" is based on the Respondents and Ms. Christlieb delaying Tactics.

WHEREFORE, The Complainant stills assert her rights right to an In-Person Hearing, and request that the PUC continues to honor Judge Salapa's Order of granting the Complainant's Request for a "Live Hearing/In-Person Hearing. Thank you.

Sign  Date May 28, 2017

#### CERTIFICATE OF SERVICE

I, certify this day that I served a true copy of the foregoing document, Complainant's Response/Answer to the Philadelphia Gas Works' Reply to Complainant's Motion for In-Person Hearing, upon the parties (Ms. Graciela Christlieb) listed below, in accordance with the requirements of 52 Pa Code § 1.54 (Relating to service by a Party) via the PUC Electronic Filing System, since Ms. Graciela Christlieb, the Respondent's Attorney, accepts E-Service.

Signed  Date 05/28/17  
Debbie Hughey, Pro se  
Complainant

Exhibit I

RECEIVED

MAR 22 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

City of Philadelphia, Plaintiff

vs.

Docket No. - 060730129

James R. Hughey, Defendant

**AFFIDAVIT OF DEFENSE**

On July 03, 2006, the City of Philadelphia filed a claim in the Court of Common Pleas of Philadelphia County via Docket No. - 060730129 for the sum of \$728.44, against the following property situate at 1629 Newport Place in Philadelphia, PA 19122; which, is owned by the above listed Defendant, James R. Hughey. We were informed that there are alleged claims for unpaid Gas Services with PGW - Philadelphia Gas Works as well as Liens placed against the said property due to Inflated and Fraudulent Gas Bills, malfunctioning and tampering Digital Gas Meter, Covert Tactics, and etc... The following are the Defendant's Responses to such false claims:

1. This is the Defendant, James R. Hughey, fourth time (since June 22, 2016) trying to file rebuttals/responses to the PGW's alleged Gas Bills and Liens, since the Court of Common Pleas's, (Philadelphia County) Staff continuously denied as well as the Chief Prothonotary denied the Defendant of his rights to file any rebuttals/responses/statements, and etc... to these fraudulent and inflated PGW's Gas Bills and false Liens. Also, the Defendant had tried to also file his responses to these inflated and fraudulent PGW's Gas Bills, fraudulent Liens, and etc... in the Judgement Division of City Hall as well as, but was denied as well.

2. The City of Philadelphia and PGW have violated the MCTL - Municipal Claim Tax Lien Laws. The Defendant's Rights and Rights to Due Process as well as the laws were violated by not informing the Defendant that he could file an Affidavit of Defense as well as **blatantly conspiring in denying the Defendant to file counter statements/responses/rebuttals (an Affidavit of Defense) on more than three different occasions**; whereas, the Common Pleas Court's Personnel **claimed that we do not have a right to dispute a Judgment from the City. Thus, as stated, the City of Philadelphia and PGW have violated the law by not informing and not allowing the Defendant to file an Affidavit of Defense, and etc...**

3. The Defendant do not owe the amount listed under this Docket No. **060730129**, due to outrageously, inflated, and fraudulent accounting and billing practices, deceptive practices, tampered/malfunctioned Digital Gas Meter, the planning and plotting of trying to steal our property, and etc...
  
4. A couple of days after PGW turned off the Gas Service to our house, on April 27, 2016, two PGW's Men came to our house in the dark time (after 6pm), and tampered with the PGW's Gas Line, like giving us the impression that they were trying to blow up us and our house. Also, we feel that **an intentionally high registering Gas Meter was placed in our house** as to possibly being another reason as to why the PGW's Gas Bills are so high.
  
5. We know that another reason why our Gas Bills have been fraudulently inflated is because of the PGW's Commodity (for not even using the Gas) Charges as well as other false charges. The Commodity Charges are higher than the actual Gas Usage. **Our Gas Bills went from about \$800.00 to over \$1,500.00 within six to seven months; when, we were not even using the gas, except to heat the Gas Water Heater.** For an example, from April/May, 2015, an additional \$1,000.00 has been added to our gas bill as of August, 2015. The gas bill in March was an (est.) \$790.00, and then it blew to being over \$1,800.00 (est.) in August. We only used Gas for heating of the house and the Gas Water Heater during the Winter, and we only used Gas during the Summer, Spring, and Fall for heating the Gas Water Tank. Again, our Gas Bill should not have jumped from over \$500.00 in 2015 to over \$3,500.00 in 2016.
  
6. In addition, PGW has exhibited numerous acts of Bad Faith. At one point they charged us a \$350.00 fee when they changed their accounting methods and charged an additional \$300.00 or more dollars to change the Gas Meter to a Digital Gas Meter a couple of years ago, prior to 2014. Then in November, 2014, the PGW's Worker informed us that the Gas Meter had to be changed to a Digital Gas Meter, again. What the Defendant found out later was that the Gas Meter was already changed to a Digital Gas Meter a couple of years ago. Thus, why did it needed to be changed again, in 2014; which, indicated that the Digital Gas Meter was malfunctioning or the deceptiveness of supplying homes with Digital Gas Meters with the ability to be tampered with.
  
7. In November, 2014, when the PGW's (Black) Worker came to place a new Digital Gas Meter into the house, he refused to inform us of his name; even though, he had a PGW's ID, and came in a PGW's Work Truck. This Black PGW's Worker (We had expected the return of the White Colored

PGW's Worker, who came previously because he told us that he would be back to replace the Digital Gas Meter into our house.) kept saying numbers to us each time we asked him what was his name. He refused to confirm the name that was on his PGW's Identification Card. I called PGW about this, and they said, if he has an ID, and is in a PGW's Work Trunk, then it was ok to let him in the house. However, we kept feeling uncomfortable about the way he was acting, and we called for a supervisor. Then, the Black - Colored PGW's Worker lied in front of his supervisor, and we told the supervisor that we do not want him in our house, but what we realized later that his goal was still achieved because the White - Colored PGW's Worker (who was already sitting outside of our house as well {but we did not realized until later}, but in another PGW's Work Truck) ended up replacing the old Digital Gas Meter with the Digital Gas Meter that the Black - Colored PGW's Worker brought into our house.

8. Also, in 2006, PGW charged us over \$1,000.00; even though we were no longer using their Gas Services due to their terminated of our Gas Services, and some time after that is when we found out about PGW's fraudulent inflation of the Gas Bills for Commodity Fees.

9. About 2017, we discovered that the \$1,000.00 Gas Charges of 2006 was used to illegally and fraudulently placed a Lien on our property in 2006, but never informed us about. We do NOT owe for those fraudulent Gas Bills of 2006 or any other year that may come up later nor for any other bills since 2014 due to the Philadelphia Gas Works' continual patterns of deceptions, Covert Tactics, fraud, and etc...

10. Since PGW terminated the Gas Service in 2006 to the said property for fraudulently high bills, Covert Tactics, and etc..., they continued some of the same tactics when another one of the Defendant's Family Member had the Gas Service placed in her name. Then, later, they even refused to allow another member of the Defendant's family place the Gas Service in his name; as to why, the only way that Gas Service would be restored, by the forcing of the submission of the requested DEED to the property in 2014.

11. PGW's Staff refused to allow another member of my family to obtain Gas Services in his own name. Then, we were informed in November, 2014 that **the only way that we could have Gas Services turned on, is that we MUST bring a copy of the DEED to said property. PGW is the only Utility Company that has requested a copy of the DEED; in order, to receive Utility Services. We did not realized that by PGW asking for a copy of the DEED**

**was a way of them trying to eventually steal our property by their pervasive illegal and fraudulent business methods, Covert Tactics, and etc...**

12. Also, what PGW did not disclosed to us was that the amount that they required that we pay; in order, to have the Gas turned on, was for a payment agreement, that they never informed us of. We never made nor were asked to be placed on **an agreement to pay for services that had not yet began at that time**. Thus, this was an additional way that they had falsely charged us additional fees as well as obtained additional money from us for services not received ! Also, when Defendant's Daughter, Debbie Hughey, went to get the gas turned on, she was informed that due to prior issues, there were upfront fees that we would also have to paid before the gas could be turned on. She paid those deposit fees; in addition, to supplying a copy of the DEED. Then, later they started placing additional monthly fees on the bill that we did not know of nor agreed to. When she asked why this was being done, she was informed that you were placed on a payment agreement. She informed PGW's Staff that she was only informed of an amount that had to pay to get the gas turned on, and that's it ! Further, proving their pervasive deceptive business practices, fraud, acts in bad faith, Covert Tactic, and etc...

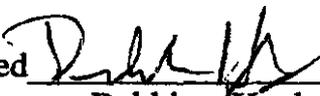
13. Some PGW's Workers came back to our house after they had already turned off the Gas Services on April 27, 2016 because they claimed that they wanted to make sure that the Gas was off because it was reading that gas was being used as well as they gave us the impression that they wanted to blow up us as well as blow up our property. **The returning of the PGW's Workers to our house after the gas was already turned off proved that the Digital Gas Meter was reading Gas usage (that we were not using); even though, it was already turned off. Therefore, proving that a defective, malfunctioning, and/or tampered Digital Gas Meter also lead to the PGW's Inflated Fraudulent Gas Bills to said property and house.**

14. This is not the first time that the City of Philadelphia tried to still the property located at 1629 Newport Place in Philadelphia, PA 19122. In 2008, they recharged us for the 2006 Real Estate Taxes after someone had already came into our house and stole our receipts, forcing us to have to pay Real Estate Taxes again because they waited until 2008, say that we did not pay our 2006 Real Estate Taxes; which, was a lie.

15. Earlier in this year, the City of Philadelphia retaliated against us for filing a Formal and an Informal Complaints against PGW with the Pennsylvania Public Utility Commission (PUC). They added \$40.00 to our

Water Bill for an alleged broken meter of over ten years or more, and we found out this year that they placed a Lien on the property over ten years ago. Again, never informing us of this Lien !

Wherefore, the Defendant and family are seeking the removal of all of the PGW's Gas Bills Charges, Fees, Interests, Penalties, Liens, Costs, Expenses; and any past or present PGW's, City of Philadelphia's, and Third Party's Charges, fees interest, costs, expenses, penalties, and etc..., as reflecting a zero balance being owed by the Defendant. Also, requesting that Attorneys' Fees, Penalties, Expenses, Court Costs, and other fees or/and charges, reconnection fees, digging fees, and etc... pertaining to the PGW's Account # 0915897210 and the property of 1629 Newport Place in Philadelphia, PA 19122 be paid by the City of Philadelphia and PGW. In addition, the Defendant is requesting the removal of **ALL NEGATIVE REPORTING** to any Credit Reporting Agencies. Also, the Defendant is requesting a replacement of the present Digital Gas Meter without any fees or charges or etc... being charged to the Defendant. The Defendant is also requesting that the City of Philadelphia and PGW pay for the Defendant's Court Cost, Expenses, Fees, Attorneys' Fees, Attorneys' Court, Attorneys' Expenses. Also, we want the Liens listed in courts' records as being Satisfied, and a return of all money paid to PGW, along with interest, fines, penalties, and anything thing else that the court knows that the Defendant is entitle.

Signed  Date May 30, 2017  
Debbie Hughey, Pro se  
P. O. Box 41842  
Philadelphia, PA 19101  
(215) 617 - 8047

## Certificate of Service

I, hereby certify that I have this day served a true copy of the foregoing document (Complainant's Full Exceptions) upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by party) via Regular Mailing:

Ms. Rosemary Chiavetta,  
Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Commission's Office of Special Assistant (OSA)  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Ms. <sup>PU</sup>Christine Christlieb, Attorney for PGW  
Philadelphia Gas Works  
800 W. Montgomery Avenue  
Philadelphia, PA 19122

Dated this day of 22nd of March, 2018

Signed

  
Debbie Hughey, Complainant

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MAR 22 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

P.O. BOX 41842  
Phila., PA 19101

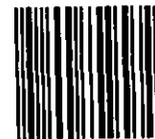


Ms. Rosemary Chianetta,  
Secretary  
Pennsylvania Public Utility  
Commission

P.O. Box 3265  
Harrisburg, PA 17105-3265



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