

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Buildings
400 North Street
Harrisburg, Pennsylvania 17120

August 28, 2023

C-2022-3032494

TO ALL PARTIES:

Please find enclosed a copy of the “**REPLY TO EXCEPTIONS**” filed by the **COMPLAINT, Dawn J Graham, Trustee, Settlor for Allan L Graham, TR in behalf of Dawn J Graham** who lives at **315 N 54th Street, Philadelphia, PA 19139** in the property in Trust at 315 N 54th Street, Philadelphia, PA 19139 where PGW has provided Natural Gas Service without interruption since June 20, 2020.

Please also let the record reflect that all business conducted in behalf of said property can only be conducted by a Trustee with POA before June 20, 2020 or as the Trustee in behalf of the Allan L Graham, TR, as the original “Formal Complaint” application filed for this case indicates.

Because this complaint was filed May 5, 2022, I, Dawn J Graham, Trustee Settlor, did not indicate on page 5 that the Allan L Graham, TR has an attorney representing the ‘Irrevocable Trust of Allan L Graham’, thus ***anyone making such claims that “they represent the Trust(Inter Vivos) of Allan L Graham” has made statements, enter testimony, etc. that is NOT TRUE or CORRECT and such is subject to the penalties of 18 Pa. C.S. (relating to sworn falsification to authorities).***

We appreciate your continued efforts to ensure compliance afforded to both Supplier and Residential consumers in Pennsylvania.

Application for Service at the Service Address

Please let the record reflect that the said PGW account **3112642674** was never named “Allen Graham”, neither does the Trust created by the Trustor. This fact was never addressed by the witness presented by PGW, that have neither claim nor authority to represent the account holder, his private confidential Trust, nor the five (5) Trustees, or the Beneficiaries, reflected in the fact that this official record reflects spelling errors. **All testimony entered by David Rubin in behalf of his client acting in his own interest and in favor of one beneficiary over the other should be removed from the record, in addition to penalties and remedy allowed under Pennsylvania Civil and Criminal Codes.**

The Trust nor the bills were never addressed to or paid by DAVID RUBIN, Esq. nor ALFRED L GRAHAM, but Allan Graham and by his Trust that requires the Trustee Settlor to handles affairs of the Trust property, as the bills to the Service Property at 315 N 54th Street, Philadelphia, PA 19139 reflect. As Alfred Graham and or David Rubin are acting as “Agent” or “Executor” or “Administrator” as they pretend, PGW should have demanded payment BEFORE PUC complaint process started, instead of testifying to their opinion based on a claim from individuals who claimed to be financially responsible for “Allan L Graham” and his estate and who are not.

66 Pa.C.S. 1403

Section 1403 defines “Customer” thus, **the Living Revocable Trust of Allan L Graham, deeded in the City of Philadelphia, as “Allan L Graham, TR” supersedes the Trust created by David Rubin for one of the Trustees, named “first” not in rank, Alfred L Graham in 2021.** For this reason, if they were now the “owners” of the property then PGW should return all the payments made by Dawn J Graham since according to PGW, David Rubin, Alfred L Graham, and Cherlynn Seay are the owners, not the Irrevocable Trust of Allan L Graham, as the deed dictates; however PGW stated “they were not made aware that the owner died”, when the owner is NOT DEAD, **THE OWNER**, is not “Allen Graham”, Allan Graham who is deceased, **IS THE TRUST.**

Since PGW believe that the aforementioned were the “owners” on account then PGW should have been made the “CUSTOMER” pay the bills before they requested that the Service be removed for the Trustor’s name, knowing the bills were being paid by the resident of the said Trust property. **Claiming to be the CUSTOMER and PGW acting on such should have demanded payment from such persons BEFORE ANY CHANGES TO ACCOUNT.** *The administration of the Trust requires that the bills be paid as required by the Settlor, Executor, Administrator of the Trust or Estate of Allan L Graham for the benefit of the Heir, especially, who lives there.*

Dawn J Graham, is not the Customer because I am a the Heir and with 75% interest in the property and the Trustee Settlor who is administering the Allan L Graham, Tr, per PGW but did not justify the following:

July 22, 2020 PGW received a \$1498.79 via Dawn J Graham for the lien placed on the Graham, Allan L TR dated July 14, 2020 under the Responsible Utility Customer Protection Act (66 Pa. C.S. 1401, et seq.) in the amount of \$1197.09. I was accepted then as a Customer when I authorized payment on July 22, 2020 for an account set to be a “Trust Fund” of Allan L Graham.

Let the record reflect the bill due September 3, 2020 was for \$53.52 reflecting Natural Gas Service from July 9, 2020 until August 7, 2020. ***I never received a bill for Service from August 8, 2020 physically at the Service address until the first PUC complaint filed informally MARCH 29, 2021 CASE #3783460.***

PGW sent a Service Agreement Statement of Account in response to the PUC Informal Complaint that reflects the following to represent a bills that were not sent from PGW because the property has Informed Delivery from the USPS;

Generated PGW Account Transactions

12/11/2020 for 33 days of service due 1/7/2021 for \$506.71 with a Total Balance of \$714.68

01/13/21 33 days of service due 2/8/21 for \$813.08 Total \$1219.37

Credits from WNC2&5, CWVE, LPC, for small amounts from 2/7/2021 - 2/12/2021.
Per the Specific Service Agreement Statement of Account SA-5952126919

Yet, Allan L Graham, TR is not the Customer and Dawn J Graham is not the authorized to represent the Customer, but can pay and be overcharged per the testimony of PGW.

52 Pa.C.S. 56.2

The Service Address was dedeed to “Allen and Delores J Graham” to “Allen L Graham” to “Allan L Graham” to “Allan L Graham, TR” as reflected in official records available in the City of Philadelphia. The then Revocable Living Trust of Allan L Graham is and still is CONFIDENTIAL and PGW never communicated to the Trustor that when he got sick that he would have needed to send over the “Trust Certificate”, the Power of Attorney that is also a part of the Trust, so that the Trustor could still maintain utility services at home and allow his “agent”, his Heir, who is the beneficiary of the Trust living at the address to pay bills and administrate the Trust for the benefit of the beneficiaries.

Let the record reflect that “Allan L Graham” has not owned the property since July 2008. Allan L Graham, TR is the owner and I, Dawn J Graham, am the Heir and Settlor Trustee with 75% interest in the Trust and legal address of the Heir of the property as per the Trust Agreement and the Beneficiary that is living in the property without Landlord or responsible for maintenance but as a Settlor Trustee responsible that the Trust and its assets remain safe and for the benefit of beneficiaries.

Let the record reflect that it is the will and intent of the Trustor thru his Trust that “Dawn J Graham” REMAIN at 315 N 54th Street, Philadelphia, PA and because the PGW bills stop being sent in late 2020 and the bill rates were EXTREMELY HIGH for the usage, PGW blamed INDRA ENERGY for the RATES. The first informal complaint with PUC was about :

1. INDRA ENERGY SLAMMING us into continuing with their RATES for NATURAL GAS and ELECTRIC thru PECO after FEB 2020 when the Trustor both elderly and dying never authorized INDRA, and did not give direction to the POA, Dawn Graham, not Alfred Graham, to continue service with INDRA., **PUC Informal Complaint Indra Energy 386079**

2. Not sending bills for NOVEMBER - December 2020, then no bill January - March 2021 as we have INFORMED DELIVERY thru the USPS. PGW could never prove they sent a bill but did send a created chart table of the charges(not a copy of the bill) once they were FORCED to explain my concerns about our bill for our property once for informal complaint process began.

PGW became aware that POA, Dawn Graham, was responsible to handle affairs and report issues and seek remedy; PGW never asserted with this absurdity the convenient allegation now of me, Dawn J Graham, of not being a legitimate customer after:

1. Paying the bills **since July 2020** and regularly communicating via phone,
2. **Applying my LIHEAPP** funds since 2021 and applying what they wanted for a year or two, but still leaving over a \$1000 on the bill;
3. the **PUC complaint against INDRA ENERGY** for over billing \$1500 thru PGW was at the point of settlement, returning to me the funds that were paid in error to PGW at INDRA's rates.

The billing issue complaints with PGW and INDRA Energy were in the right of Dawn J Graham to file in behalf of the legitimate Trust and as her duty as Trustee Settlor to protect the Trust from false claims and undue waste of assets in Trust for legitimate Beneficiaries . PGW did in fact fail to provide a bill but also over billed the Customer \$1500 per the Settlement Offer of Indra Energy from the PUC Complaint offer to Dawn J Graham.

Please let the record reflect that the Trust document created by David Rubin has no jurisdiction to change the "Intent of the Trust" of the Trustor that was signed by the Trustor, Allan L Graham, and notarized and witnessed in 2008; nor does the Trust reflect that David Rubin or Sherman Toppin are listed as "Attorney of Trust" nor as Trustee to administrate any affairs or business of Allan L Graham or his Trust.

PGW was mislead to believe conveniently as a defense and testimony for this Formal Complaint, that:

1. David Rubin was hired by Allan L Graham to create his Trust that appointed Alfred Graham as an "Executor" in July of 2008.
2. David Rubin nor Alfred L Graham were authorized to open or receive mail for or at 315 N 54th Street, Philadelphia,PA, but used "stolen mail" to access personal, private information belonging to "Allan L Graham", "Estate of Allan L Graham", "Dawn J Graham", or "StudeoKnedles JAUSA Ltd." because there is no provision for David Rubin to arbitrate any matters relating to the Beneficiaries of the estate of Allan L Graham, or he being named as an Authorized Agent or Attorney of Trust.

David Rubin does not replace the Heir of the Trust property of 315 N 54th Street, Philadelphia or act as Arbitrator to the named Trustees on the Irrevocable Trust of Allan L Graham because he **does not work for the American Arbitration Association nor is he or his client Alfred L Graham beneficiaries of the Trust or Estate nor does he possess or have an agreement signed by Allan L Graham or each named Trustee as his appointment to "Agent" or "Trustee" or "Attorney of Trust"**, thus he is offering testimony in defense of the actions of PGW against the best interest of the beneficiary heir living in the residence and violating the

right granted to the Trustor and account holder after his death and supported by his Last Will and Testament and Living Will contained in his Irrevocable Trust.

Please also let the record reflect **that Orphan's Court and the Philadelphia Sheriff's office does not have JURISDICTION over Allan L Graham, TR thus the referred to "EVICTION" was illegal and not enforceable.**

Typical economic FRAUD SCHEME of unscrupulous attorneys has sought to prey on beneficiaries of homes in Philadelphia owned by elders who may not have ESTATE PLANS and immediately look to misinformed and mislead most by creating documents that allow *unauthorized persons to commit Identity fraud, misappropriate funds, breach fiduciary responsibilities and act on or receive confidential information like social security numbers, account numbers to pose or to act as an "agent", "representative" "Attorney of Trust", etc. to mislead and to commit acts of theft and fraud.*

David Rubin and Alfred L Graham have committed fraud by deception, lied under oath, lied to officer's of the Court, violated "**Dead Man's Law**", slander and Mr. Graham is in breach of his responsibilities as a Trustee, personally, in regards to Allan L Graham, TR and Mr. Rubin's behavior as a legal counsel is horrendous. Cheryl Seay and her attorney are also involved and Mrs. Seay has even forfeited any benefits of the Trust by her testimony and **Mr. Graham was never a beneficiary and not entitled to any benefits of the Trust, not can he authorize any changes or omission to invalidate the trust or its benefits to those named.**

42 Pa. C.S. 5930 Dead Man's Rule

The actions of PGW and that of their witnesses are "**adverse to the said right of such deceased...party shall be a competent witness**"

42 Pa. C.S. 5932 Called to Testify against Interest

The presentation of an "InterVivos Trust" by a Trustee and his attorney against the "Intent of the Revocable Living Trust of Allan L Graham", to use such testimony to justify self interest against the will and Trust of the decedent to impede the "Dispute Resolution" process by PGW and to use a responsible party against the will of the decedent is a gross misapplication of the rule seeking to invalidate or to make illegitimate the Trust instrument itself and its Trustee Settlor;

42 Pa. C.S. 5933 Living Witness

Alfred L Graham and Cherlynn Seay are both "incompetent" to handle duties outlined in the Trust Instrument of Allan L Graham thus they individually hired attorneys with free will and to their own interest. David Rubin provided testimony to support an incompetent Living Witness against the will of the decedent and the creation and presentation and sworn admission to the truth of his "InterVivos Trust" to invalidate not only a contestable will, but to invalidate a Trust that can not be invalidated as it is Irrevocable.

This rule is valid as all three requirements are met:

1. The Irrevocable Trust of Allan L Graham has 5 parts. He as Trustor and Trustee in addition to the 4 named Trustees - Alfred L Graham, Julia L Graham, Dawn J Graham, and Cherlynn Seay. The Beneficiary designation is not 50/50, the decedent Trustor's share was given to the Heir/Beneficiary, $\frac{3}{5}$ and $\frac{2}{5}$.

2. The actions of Alfred L Graham as represented by David Rubin, PGW and its representatives and legal counsel are against the interest of the decedent and his Trust and Will.

3. The party of record, the Claimant, the Settlor Trustee, Dawn J Graham, represents the Decedent's interest.

PGW is colluding with Mr. Rubin and the Trustees Mr. Graham and Mrs. Seay against the will and Trust of Allan Graham. The application of law is clearly misguided based on the information that PGW received SOLICITED or UNSOLICITED FROM Mr. Rubin that has been unverified, accepted as true, and worst, entered as testimony that has led to the unfair conclusion that Dawn Graham is somehow illegitimate, not a Heir, not the Beneficiary, and not a Trustee equal in authority to, other than the Trustor.

PGW continues to assert after allowing me to pay bills that they claimed I was not responsible for now, not a customer, for during the PUC hearing, but continued to offer service and took my LIHEAPP, billed me erroneously thru INDRA and when I exercised my consumer rights PGW retaliated, colluded with persons who had COURT DOCUMENTS for Courts that were closed and repeating that a person was evicted when that process too was halted because of COVID, all lies and damaging information in violation of Civil and Consumer Rights and of that also of a Decedent's rights. PGW's attorney stopped the process that PGW participated in from 2021 based on information received from David Rubin and Alfred Graham .

Shut off notices from PGW were generated via mail and handwritten with just the Service Address from April 20, 2022, May 3, 2022, and 9/22/2022, illegal debt collection practices for bills in resolution process and trespassing on property clearly marked by placing handwritten for GAS USER WITHOUT CONTRACT during the PUC Complaint process. Also for reference that the very agent named by David Rubin and Alfred Graham is the very same person that Allan L Graham in 2019 filed a Criminal Complaint on Cherlyne Seay for Theft.

We request to rule in behalf of the interest of the decedent's Irrevocable Trust and its Intent with its Living Will and Pour Over Will (Last Will and Testament) and hold accountable PGW and its representatives to the adherence of this law in PA also.

66 Pa.C.S 332 a

PGW says that resident heir of the Trust at 315 N 54th Street must have the bill in her name, but did not change the bill to reflect the Owner's name when PGW has access to property records that clearly reflect "Allan L Graham, TR". Of course it is illegal to use a decedent tax id number and name that is why "Allan L Graham, TR" has an EIN, but is not a commercial business, it is the will of the decedent Trustor to have all his assets, like the property retitled to "Trust". PGW seeks to invalidate a Trust and service agreement after the fact, colluding with statement presented that are in violation of 18 Pa. C.S. (relating to false statements to authorities).

INDRA ENERGY was not authorized on PGW or PECO after February 2020. PGW continued in 2021 to give conflicting information over the phone about the CAP program, fixed billing rates, etc because PGW changed the physical billing to e-billing on my Wells Fargo account a in November or December of 2020 per the aforementioned Statement received, then after trying to put a lien on the Trust property for a bill NOT IN THE TRUST NAME, but a plan to seek to create "debt" on the Trust that was not legitimate, but a reason to seek "EVICTION" to try to sell a home in Trust with the Resident Heir living there to pay a PGW bill that INDRA Energy conveniently overcharged \$1500.

PUC stated a complaint must be filed on INDRA ENERGY separately along with PGW and when INDRA offered me a \$1500 settlement , PUC was informed that INDRA and Allan L

Let the record reflect that the proofs asserted against PGW are documented in the following PUC complaints:

3783460 March 29, 2021
386079 September 29, 2021.

INDRA ENERGY admitted to at least \$1500 worth of erroneous billing thru PGW. PGW knows we never used \$2800 worth of energy between October 2020 - March 2021, but used every illegal bill collection tactic to force payment and to retaliate and deny service because they agree to be accountable to consumer and government for provided necessary services to US legal residents and citizens who are low income and for some reason never demanded payment from the person who claimed to be "Customers" as they commit Identity Theft and **violate "Dead Man's Law" and the civil and consumer rights of the "Customer" and its representative.**

PGW could clearly see the property is owned by a Trust since 2008 and since the service was active and the property is /was being lived and maintained by the designated representative of the Account named holder owner of the Trust, all that was needed after the requested service concerns were addressed as per the PUC complaint, once the chimney and furnace were repair, in July 2022 were discovered and resolved by October 2022, the SERVICES should have been turned back on as promised by Jessica of the Dispute Resolution Department at PGW as per the Formal PUC Complaint with the bill name being "Allan L Graham, TR", like the deed.

If PGW believed that David Rubin assertions were correct and that Alfred Graham or Cheryl Seay were in possession of a property and knew that there was an outstanding bill, they would cut off the service and leave the property open to mold and freezing pipes without demanding payment arrangements, all the while receiving payments from Dawn J Graham and using the resolution process recommended by the PUC.

PGW has no record of anyone other than Allan L Graham paying his bills for his property and or estate, but Allan or Dawn Graham; thus how conflicting information was solicited against granting a customer their due is unbelievable and irresponsible.

I, Dawn J Graham, also request that the record properly reflect that this matter is Dawn Graham, TTEE in Allan L Graham, TR v Philadelphia Gas Works C-2022-3032494.

Let the record reflect too, that the testimony and witness entered by PGW from David Rubin is reflective of his position in working for his client Alfred L Graham and that they are in fact witnesses that provided misleading and false information used by PGW against the Consumer Customer and legitimate representative. David Rubin, Alfred Graham, Cheryl Seay and Sherman Toppin are responsible for their own actions in regards to their actions and behaviors in reference to of "Allan L Graham, TR"; **the Trust and its beneficiaries are not responsible for the behaviors of those named, not can the Trust instrument provide benefit to any named beneficiary or trustee out of will or intent of the Trustor. The Trustees can not disinherit a Beneficiary and especially one who is also Trustee and Settlor just as the one acting as Settlor can not disinherit or change add or delete a Trustee without agreement or arbitration.**

The behaviors of PGW and its partners have resulted in financial lost of the beneficiary resident, identity theft, misallocation of trusted funds, undue emotion stress and repairable damage to property from lack of heat and increase in maintenance cost of home and inference with administration of the trust of Allan L Graham, TR. As the trust instrument duly executed in the State of Pennsylvania is a statue, Dawn J Graham, is not acting as an "Attorney of Law" or

of Trust as but as rightly fully so according to the Will, recorded in the City of Philadelphia, PA and Intent of the **Irrevocable Trust of Allan L Graham, EIN # 86-6738100**, am the Trustee Settlor.

Based on the aforementioned, we request your reconsideration and seek to hold PGW and its partners accountable to law and the consumer with both remedy and action to the fullest extent and to require INDRA ENERGY to honor its settlement offer along with any remedies afforded by PGW for violations of both Consumer and Civil laws.

I, Dawn J Graham, hereby state that the facts above set forth are true and correct.

x_____ DJG, TTEE_____ . Date: August 28, 2023

Dawn J Graham, TTEE
Trustee Settlor
Allan L Graham, TR
315 N 54th Street
Philadelphia, PA 19139