



**PHILADELPHIA GAS WORKS**

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April 16, 2025

**VIA ELECTRONIC FILING**

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

Re: Shasta-Patrice Brown v. Philadelphia Gas Works; Docket No. C-2024-3050761

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Philadelphia Gas Works' Replies to Complainant's Exceptions to the Initial Decision issued in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

*/s/ Graciela Christlieb*

Graciela Christlieb, Esquire

Enclosure

cc: Cert. of Service [w/enc.]

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Reply to Exceptions upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

**VIA FIRST CLASS MAIL**

Shasta Patrice Brown  
P.O. Box 4523  
Philadelphia, PA 19131

Date: April 16, 2025

*/s/ Graciela Christlieb*

Graciela Christlieb, Esquire

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shasta-Patrice Brown,	:	
Complainant,	:	
v.	:	Docket No. C-2024-3050761
	:	
Philadelphia Gas Works,	:	
Respondent.	:	

**REPLIES OF THE PHILADELPHIA GAS WORKS TO EXCEPTIONS**

Pursuant to 52 Pa. Code §5.535 and the Secretary’s Letter dated April 3, 2025, the Philadelphia Gas Works (“PGW” or “Respondent”) hereby submits the following Reply to the Exceptions filed by Shasta-Patrice Brown (“Complainant”) to the Initial Decision in this matter issued on March 18, 2025 (“Initial Decision”).

**I. INTRODUCTION**

On July 30, 2024, the Complainant filed a Formal Complaint against PGW wherein she stated the following: There are errors and admissions contained in the application for service pertaining to the address and the endorsement. We were approached harshly and signed in blank. We have a disability and need the provisions provided under the American Disabilities Act as our disabilities pertain to law and payments. We are unable to pay according to Public Law 73-10 and HJR 192.<sup>1</sup> As relief, the Complainant requested “that the address be updated to the assignee of PECO. Our delegation needs to be updated as creditors. We desire access to the custodial account and want to surrender the account for performance and have all dividends, proceeds, and interest returned. We have NOT abandoned our interest in the account and operate under the maxims of equity as we are all created equal by Elohim God. We wish to receive a return on our interest in the contract. We know the application has declared value upon signing and wish to have that value returned. We request a setoff, and settlement, and monthly allowance for the open account and setoff, settlement, and closure of the “closed” account ending in 8000.”<sup>2</sup>

On September 9, 2024, PGW filed Preliminary Objections to the Complaint wherein it asserted that the Complaint lacks specificity, pursuant to 52 Pa. Code § 5.101(a)(3) and argued that the Complaint does not contain information specific enough to allow PGW to understand the

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<sup>1</sup> Complaint ¶ 4.

<sup>2</sup> Complaint ¶ 5.

allegations against it to conduct a meaningful investigation of the allegations and to prepare a coherent response or defense. PGW additionally asserted that the Complaint is legally insufficient, pursuant to 52 Pa. Code § 5.101(a)(4), arguing that the Complaint fails to set forth any facts that could be construed as PGW's violation of a Commission regulation, statute, or order. PGW concluded its Preliminary Objections by requesting dismissal of the Complaint. By way of information, PGW stated that PGW has no record of the Complainant being a PGW customer at the address indicated in the Complaint as the address in question, 3051 N. Stillman Street, Philadelphia, PA or the address listed in the Complaint as the Complainant's mailing address, 5233 Heston Street, Philadelphia, PA. PGW did not file an Answer to the Complaint as it was not required to file an Answer.<sup>3</sup>

On September 26, 2024, The Complainant filed an Answer to the Preliminary Objections, alleging that PGW is guilty of fraud in factum, deceptive business practices, deprivation of rights, theft by deception, and unjust enrichment.

On October 18, 2024, the Commission issued a Motion Judge Assignment Notice, assigning Alphonso Arnold III ("Judge Arnold") as Presiding Officer over this proceeding.

On October 31, 2024, the Commission issued Judge Arnold's Order Granting Preliminary Objection and Directing Complainant to File an Amended Complaint wherein he granted PGW's Preliminary Objection regarding insufficient specificity and directed the Complainant to file an Amended Formal Complaint.

On November 13, 2024, The Complainant filed an Amended Formal Complaint wherein she stated that "[t]he account contains errors and omissions as the application was endorsed in blank. The assignee needs to be updated to the assignee bank. Our interest in the note was assumed/presumed abandoned. There is not a contract between Ariana Martin/Shasta Brown with PGW. The contract is between PGW and the GSA with the contract #47PA0420D0009. The Principal parties are not citizens, human beings, slaves, residents, or employees. These are all presumptions. The account needs to be liquidated as we have an interest in the note (account). We were approached harshly, and the application was signed in blank. We request the original receipt and acknowledgment letter from PGW that was taken to the federal reserve window and exchanged on our behalf. We required the original book entries, and the entire portfolio exchanged @ the TT&L window of the federal reserve. The general ledger should be correct to show us as creditors.

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<sup>3</sup> 52 Pa. Code § 5.101(e)(1).

As stakeholders we have the right to our interest in the original application which is a promissory note.”<sup>4</sup> As relief, the Complainant stated “[p]rove a contract. We require the accounting including the general ledger and original portfolio exchanged on our behalf. We require a return on our interest. Correct the billing errors and note the true creditors and true parties of interest of the original note (application). We are acting in equity. Prove that we are citizens, human beings, slaves, residents, and employees. Full disclosure was not given. Leading to deceptive business practices, fraud in factum, deprivation of rights, and unjust enrichment. Order PGW to return the credits.”<sup>5</sup>

On December 6, 2024, PGW filed Preliminary Objections to the Amended Complaint wherein PGW again asserted that the Amended Complaint lacks specificity, pursuant to 52 Pa. Code § 5.101(a)(3), and is legally insufficient, pursuant to 52 Pa. Code § 5.101(a)(4). PGW reiterated that it has no record of the Complainant being a PGW customer at the address indicated in the Complaint as the address in question, 3051 N. Stillman Street, Philadelphia, PA or the address listed in the Complaint as the Complainant’s mailing address, 5233 Heston Street, Philadelphia, PA.<sup>6</sup> PGW requested dismissal of the Amended Complaint. PGW again did not file an Answer to the Amended Complaint.

On December 19, 2024, The Complainant filed an Answer to PGW’s Preliminary Objections to the Amended Complaint.

On March 18, 2025, Judge Arnold issued the Initial Decision wherein he granted PGW’s Preliminary Objection and dismissed the Amended Formal Complaint.

By Secretarial Letter dated April 3, 2025, the Commission served PGW with the Complainant’s Exceptions to the Initial Decision. PGW’s Reply follows.

## **II. EXCEPTIONS AND REPLIES**

### **Exception 1**

The Complainant’s Exception 1 alleges that the Commission mischaracterized her claims as sovereign citizen arguments.

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<sup>4</sup> Amended Complaint ¶ 4.

<sup>5</sup> Amended Complaint ¶ 5.

<sup>6</sup> While PGW has determined that the name and account number of Ariana Martin mentioned by the Complainant in the Amended Formal Complaint correspond to a former PGW customer who has been identified as a relative of the Complainant; the Complainant bears no financial liability for any balance accrued under that account and the inclusion of her information does nothing to cure the defects in the complaint.

## **Reply**

The Complainant's Exception 1 neither identifies any error in fact or law contained in the Initial Decision nor demonstrates that the Initial Decision is unsupported by substantial evidence. Rather, the Complainant seeks to correct what she deems a mischaracterization of her claims as sovereign citizen arguments. However, the Initial Decision is clear that the Amended Complaint was dismissed due to the fact that it was legally insufficient, not due to the arguments made within it being characterized a certain way. In the Initial Decision, Judge Arnold states:

“Viewing the Amended Complaint in the light most favorable to Ms. Brown, I find that the Amended Complaint is legally insufficient. The Amended Complaint contains no allegations concerning any violation of any law that the Commission has jurisdiction to administer, or of the Pennsylvania Public Utility Code, any Commission Regulation, or order, by PGW. In fact, the opposite is true, in that the Amended Complaint contains allegations concerning violations of laws by PGW that the Commission has no jurisdiction over. For example, the Amended Formal Complaint raises issues such as fraud in factum, deceptive business practices, deprivation of rights, theft by deception, and unjust enrichment, all of which are issues over which the Commission lacks jurisdiction.”<sup>7</sup>

## **Exception 2**

The Complainant's Exception 2 alleges that PGW's billing and accounting methods require full review under PUC and FERC Regulations.

## **Reply**

The Complainant's Exception 2 neither identifies any error in fact or law contained in the Initial Decision nor demonstrates that the Initial Decision is unsupported by substantial evidence. In place of an actual exception to the Initial Decision, the Complainant makes a baseless statement. Not only is this not a proper exception, nothing in the Complainant's filings or Exceptions support the demand she is making; in fact, the Formal Amended Complaint was dismissed because it failed to specify anything that PGW did or failed to do that would require such a review.

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<sup>7</sup> Initial Decision, p. 8.

### Exception 3

The Complainant's Exception 3 alleges that the Amended Complaint contained sufficient specificity to warrant a review.

### Reply

The Complainant's Exception 3 neither identifies any error in fact or law contained in the Initial Decision nor demonstrates that the Initial Decision is unsupported by substantial evidence. Instead of addressing the actual reasons for the dismissal of the Amended Formal Complaint, the Complainant simply states that she outlined billing errors and requested a financial reconciliation, without giving any other information whatsoever; other than just generally saying "billing errors" no errors have been alleged. As a baseline, the Commission's formal complaint form asks complainants to "[p]rovide dates that are important and an explanation about any amount or charges that you believe are not correct." Despite filing a Formal Complaint and an Amended Formal Complaint, the Complainant has still not provided even that much information or addressed the fact that she is not and has never been the customer of record at either 3051 N. Stillman Street, Philadelphia, PA or 5233 Heston Street, Philadelphia, PA.

As a substitute for actually addressing the deficiencies in the Amended Formal Complaint, the Complainant falls back on pointing out that PUC precedent supports allowing pro se complainants an opportunity to be heard, citing due process and the public interest. What the Complainant fails to consider is that utilities are also entitled to due process and that the public interest cuts both ways. A formal complaint must set forth "the act or thing done or omitted to be done" by a public utility "in violation, or claimed violation, of any law which the commission has jurisdiction to administer, or of any regulation or order of the commission." 66 Pa. C.S. § 701; 52 Pa. Code § 5.22(a)(4). The Commission's regulations require that a complaint contain a clear statement of the relief sought. 52 Pa. Code § 5.22(a)(5). A complaint should contain information specific enough to allow the respondent to understand the allegations against it, in order to conduct a meaningful investigation of the allegations and to prepare a coherent response or defense. Angelo Rodriguez v. Philadelphia Gas Works, Docket No. F-2009-2110772, Initial Decision (Final Order entered Jan. 5, 2010). Moreover, 52 Pa.Code § 5.21(d) authorizes the Commission to dismiss a complaint if a hearing is not necessary and specifically references the filing of preliminary objections to be filed in response to a complaint. This provision serves judicial economy and the public interest by avoiding unnecessary hearings. There is no feature of

due process or the public interest that necessitates that a hearing be convened just to see what happens, even when the complainant is pro se.

### III. CONCLUSION

WHEREFORE, PGW respectfully requests that this Commission deny Complainant's Exceptions and adopt the Initial Decision.

Respectfully submitted,

*/s/ Graciela Christlieb*

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Date: April 16, 2025

*Counsel for PGW*