

**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**SHASTA BROWN**

Complainant

v.

**PECO ENERGY COMPANY**

Respondent

**Docket No. C-2024-3050759**

**REPLY TO PECO'S REPLY EXCEPTIONS**

By Shasta Brown, in Propria Persona and Under Divine Law

To the Honorable Members of the Commission and ALJ Brady:

I, Shasta Brown, respectfully submit this reply to PECO Energy Company's Reply Exceptions dated April 23, 2025. PECO's filing is not only misleading but constitutes a deliberate effort to conceal material facts, evade lawful claims, and commit fraud through omission and misrepresentation.

Moreover, this Public Utility Commission (PUC) has, by its own procedures and involvement, established a trust relationship with me, the beneficiary. Under trust law, once such a relationship is established, fiduciary duties are triggered—including the duty of full disclosure, impartiality, loyalty, and prudence. By failing to uphold these duties—especially after having received and failed to act upon fiduciary documents like Form 56, the Revocation of Election, and equity-based instruments—the Commission is not merely neglecting its administrative role; it is actively breaching its fiduciary obligation under the trust it created.

- "A faithful man shall abound with blessings: but he that maketh haste to be rich shall not be innocent." — Proverbs 28:20

**I. PECO IS ENGAGED IN SYSTEMATIC FRAUD**

PECO has admitted on record that it refuses to accept lawful financial instruments tendered in good faith, including Certified Tender of Payment, Promissory Notes, and other UCC-supported payment options. These are not frivolous documents but are recognized instruments under commercial law, especially for parties operating in private capacity or equity jurisdiction. By rejecting these instruments outright, without lawful cause or adjudicated rejection, PECO effectively declares itself above Uniform Commercial Code

(UCC) obligations, while continuing to charge interest and penalties. This double standard is evidence of bad faith and fraudulent intent, which, if permitted by the PUC, amounts to regulatory complicity. They have also explicitly refused IRS Form 56 and Form 56-F, which designate a fiduciary relationship, as well as my Revocation of Election, which lawfully rebuts the presumption that I operate as a voluntary taxpayer under their statutory framework. These denials show PECO's refusal to acknowledge my lawful standing as a private administrator, creditor, or fiduciary.

By rejecting these forms, PECO commits constructive fraud, as they are knowingly suppressing material facts and misclassifying me as a mere debtor or consumer, thereby forging a false legal relationship without informed consent. This constitutes constructive fraud under 18 Pa.C.S. § 3922 (Theft by deception) and potentially securities fraud due to the undisclosed securitization of energy contracts.

- “He that is unjust, let him be unjust still: and he which is filthy, let him be filthy still: and he that is righteous, let him be righteous still: and he that is holy, let him be holy still.” — Revelation 22:11

## **II. PECO SUPPRESSES RIGHTS UNDER EQUITY AND DIVINE LAW**

This Commission is reminded that utility services are a fundamental public necessity, not a discretionary contract subject to private corporate whims. PECO's denial of equitable relief is tantamount to denial of life and dignity, which Divine Law, Natural Law, and even the Pennsylvania Constitution do not permit.

Additionally, PECO's reliance on tariffs as the sole governing document is misleading:

- Tariffs are contractual terms subject to equitable principles and federal laws they claim no jurisdiction over.
- PECO's tariff explicitly incorporates Uniform Commercial Code (UCC) provisions, which they reject in practice.
- This inconsistency raises questions about their billing and payment processing practices with customers like myself.
- Furthermore, PECO's accounting methods deviate from:
  - Federal Energy Regulatory Commission (FERC) accounting standards requiring investor-owned utilities like PECO to use accrual accounting
  - Generally Accepted Accounting Principles (GAAP) which also recommend accrual basis for revenue recognition
  - Their own tariff provisions discussing flexible 'Payment Arrangements' in Section 15, implying accommodation for non-cash payments like mine

- The Pennsylvania Public Utility Code (66 Pa.C.S. § 501) also mandates rates be “just and reasonable,” overriding tariff terms if unjust.

- Notably, PECO accepts federal tariffs from the General Services Administration (GSA), implying acknowledgment of:

- Federal law governance over their contracts
- Equity principles embedded in federal agreements
- Contradicting their claim that this Commission lacks jurisdiction over federal laws and equity claims

PECO and this Commission may attempt to assert jurisdictional bounds or procedural rules, but equity overrides form where injustice results from adherence to form, as is the current case. This case cannot be sanitized by hiding behind technicalities; the underlying facts show:

- Billing based on misrepresented contract terms
- Inaccurate account establishment without mutual meeting of the minds
- Refusal to recognize lawful payments tendered in good faith

Utility service is not a privilege but a necessity, and therefore cannot be denied due to disputes over contract construction. My governance arises not from man-made statutes but from the Divine Creator, yet PECO operates in equity and commerce. Under maxims of equity, “he who comes into equity must come with clean hands.”

PECO has:

- Failed to disclose the securitization of my application,
- Refused lawful equity-based payments,
- Ignored proper fiduciary designations under Form 56,
- Assumed jurisdiction post Revocation of Election,
- Committed constructive fraud through material omission of my creditor/investor status.

They are thereby acting in ultra vires and bad faith.

Relevant Authorities:

- Maxim of Equity: “Equity regards as done that which ought to be done.”
- Trust Law: Silence when there is a duty to speak constitutes fraud. (United States v. Tweel, 550 F.2d 297)
- 15 U.S.C. § 78j(b): Securities fraud
- Truth in Lending Act, 15 U.S.C. § 1601 et seq.
- 18 Pa.C.S. § 3922: Theft by deception
- 42 U.S.C. § 1986: Neglect to prevent
  - “Woe unto them that decree unrighteous decrees, and that write grievousness which they have prescribed.” — Isaiah 10:1

Note: While I do not operate under these codes or statutes, PECO and this Commission do, and are thus bound to uphold them.

### III. ACCRUAL ACCOUNTING AND CREDITOR STATUS

I operate under accrual accounting principles, which recognize the investor-creditor structure inherent in private equity. PECO's forced use of cash accounting is a commercial trick to deny the equity standing of the living woman. Their silence about the monetization or securitization of the original application demonstrates willful concealment and fiduciary breach.

Relevant Authorities:

- 26 CFR § 1.446-1: Methods of accounting
- UCC 3-603 & 3-501: Discharge and presentment
- UCC 1-103.6: Equity principles preserved in commercial law

- "Render therefore to all their dues: tribute to whom tribute is due; custom to whom custom; fear to whom fear; honour to whom honour." — Romans 13:7

### IV. PECO WANTS THIS COMMISSION TO VALIDATE FRAUD

The Commission must now decide whether it will:

1. Uphold the truth and equity, protecting the people it was created to serve;
2. Or become a rubber-stamp to corporate entities abusing legal language to marginalize people who assert alternative legal and spiritual standings.

If this Commission proceeds to adopt PECO's reply, it will knowingly affirm conduct that violates public trust and equity, effectively endorsing corporate supremacy over Divine authority and fundamental rights. Failure to recognize fiduciary corrections, equity tenders, and unlawful securitization makes this Commission a co-conspirator under 42 U.S.C. § 1986.

PECO claims this filing relitigates prior issues, yet ignores that: My initial Formal Complaint (Docket No. C-2024-3050759) alleged unjust enrichment, fraud, and deceptive practices, which were unlawfully disregarded by this Commission without investigation or ruling.

Specifically, I identified a billing error and asserted my status as creditor/investor, which PECO and this Commission failed to acknowledge or correct, notably:

- The account currently shows a positive balance, confirming excess payments from my principal and establishing creditor status.
- This positive balance is solely due to securitization revenue credits generated by the sale of my energy account to investors.

-These dividend payments or settlements are owed to me, a creditor/investor not PECO.

-Additionally, PECO ignored my formal request for a securitization audit of my account, violating transparency obligations and confirming bad faith and fraudulent intent.

-This omission constitutes additional evidence under 42 U.S.C. § 1986 and 15 U.S.C. § 78j(b).

This omission constitutes a deliberate concealment of material facts and breach of fiduciary duty. Furthermore, PECO is already estopped from claiming this filing relitigates prior issues because: PECO received my Notice of Estoppel alongside my filed Writ of Quo Warranto challenging their authority, which is currently pending before this Commission. Meanwhile, the Internal Revenue Service (IRS) has already received and acquiesced to my allegations of PECO's unlawful activities by not objecting after receiving:

- My Notice of Estoppel
- Form 56 and Form 56-F designating PECO's fiduciary role and my creditor status.

PECO is therefore barred from claiming these issues were previously resolved. PECO cites Coppedge v. PECO as a defense, but that case is distinguishable because: Coppedge did not allege fraud, unjust enrichment, and deceptive practices like my initial Formal Complaint did. Coppedge did not provide evidence of billing errors or assert creditor/investor status as I have. Coppedge did not serve PECO with a Notice of Estoppel or notify the IRS of PECO's fiduciary role and unlawful activities as I have. This Commission should not rely on Coppedge to dismiss my legitimate claims. The administrative convenience of jurisdictional limits does not nullify equity when harm results. The Commission's failure to act will prolong the undue stress, mental anguish, and emotional distress inflicted upon me by PECO's unlawful practices.

- "It is a joy to the just to do judgment: but destruction shall be to the workers of iniquity." — Proverbs 21:15

## **V. CONCLUSION AND RELIEF REQUESTED**

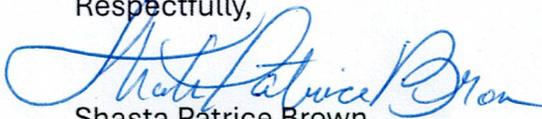
Accordingly, I demand:

1. An investigation into PECO's accounting, securitization, and rejection of fiduciary corrections;
2. A stay on all adverse actions against me pending an equity hearing;
3. Reversal of any decisions upholding PECO's refusal to recognize lawful payment and fiduciary status;

4. Affirmation that utility services cannot be conditioned on participation in commercial fraud;
5. Acknowledgment and restoration of the Public Utility Commission's fiduciary duty to me as a beneficiary under trust, and immediate action to fulfill said duty.
6. Rescission of any presumed contractual relationship between me and PECO, as the actual agreement is between PECO and the General Services Administration (GSA), and I deny being a consumer/participant in that contract.
7. Damages for emotional distress caused by PECO's actions.
8. Punitive damages for PECO's fraudulent behavior.
9. Removal of negative credit reports related to this account.
10. Commission investigation into PECO's securitization and billing practices.
11. Personal liability of PECO executives for their company's fraudulent actions.
12. Distribution of securitization revenue credits owed to me as creditor/investor.
13. Cancellation of the securitized energy contract asset from investor portfolios.
14. Correction of account records to reflect zero debt owed by me to PECO.
15. Acknowledgment of my net credit balance with PECO, including securitization revenue credits owed to me.
16. SEC enforcement action against PECO for securities fraud.
17. I request the Commission respond to this filing within 14 days and take decisive action within 30 days to address the unlawful practices and restore my rights.
18. If resolution is not reached within 30 days, I reserve my right to pursue arbitration under applicable laws and codes.

Submitted under Divine Law, all rights reserved, without prejudice.

Respectfully,



Shasta Patrice Brown

Living Woman & Beneficiary

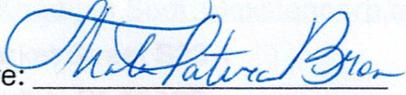
c/o 5233 Heston Street Philadelphia, PA 19131

Email: [shastapbrown@gmail.com](mailto:shastapbrown@gmail.com)

**VERIFICATION OF SERVICE**

I, Shasta Patrice Brown, hereby verify that the facts set forth in this Reply to PECO's Reply Exceptions are true and accurate to the best of my knowledge, information, and belief. I understand that false statements herein may subject me to penalties under law.

Date: April 24th, 2025

Signature: 

Shasta Patrice Brown  
Living Woman & Beneficiary

Service was made in accordance with the Pennsylvania Public Utility Commission's rules and regulations.

Date: April 24th, 2025

Signature: 

Shasta Patrice Brown  
Living Woman & Beneficiary

## CERTIFICATE OF SERVICE

I hereby certify that on April 24th, 2025, I electronically filed the foregoing Reply to PECO's Reply Exceptions with the Pennsylvania Public Utility Commission through its e-filing system and served a copy via email on:

Khadijah Scott, Counsel for PECO Energy Company

Email: [Khadijah.Scott@exeloncorp.com](mailto:Khadijah.Scott@exeloncorp.com)

2301 Market Street S23-1

Philadelphia, PA 19103

Service was made in accordance with the Pennsylvania Public Utility Commission's rules and regulations.

Date: April 24th, 2025

Signature:



Shasta Patrice Brown

Living Woman & Beneficiary