

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jeniqua Bradley	:	
	:	
v.	:	F-2024-3052211
	:	
UGI Utilities, Inc. – Gas Division	:	

**INITIAL DECISION**

Before  
Katrina L. Dunderdale  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies Jeniqua Bradley’s Formal Complaint, alleging incorrect charges on bills from UGI Utilities, Inc. - Gas Division, for failure to meet the burden of proof.

**HISTORY OF THE PROCEEDING**

On November 14, 2024, Jeniqua Bradley (Complainant or Ms. Bradley) filed the Formal Complaint (Complaint)<sup>1</sup> with the Pennsylvania Public Utility Commission (Commission) against UGI Utilities, Inc. – Gas Division (UGI Gas or Respondent) alleging there were incorrect charges on her bills from UGI Gas. Complainant requested the Commission order UGI Gas to issue a credit to her account

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<sup>1</sup> The Complaint is a timely appeal of a decision on November 14, 2024, by the Commission’s Bureau of Consumer Services (BCS) at BCS Case No. 4008755.

because UGI Gas has been enriched unjustly by breaching its fiduciary duties and violating her consumer rights pursuant to the United State Code, at 15 U.S.C. § 1666, *et seq.* In her Complaint, Ms. Bradley requested the Commission serve documents via First Class Mail to the address she provided, which is the service address.

On December 10, 2024, UGI Gas filed its Answer in response to the Complaint. UGI Gas generally denied the allegations and specifically denied its billing statements were incorrect. UGI Gas noted Complainant twice provided letters purporting to be payments on her unpaid balances, but her letters were not legitimate forms of payments.

On the same day, December 10, 2024, UGI Gas filed its Preliminary Objections, pursuant to 52 Pa. Code § 5.101(a)(1). UGI Gas requested the Commission dismiss all portions of the Complaint alleging a violation of the United States Code, specifically 15 U.S.C. § 1666 (relating to the regulation of credit reports). UGI Gas argued the Commission lacks subject matter jurisdiction over the federal claims cited by Complainant.

On December 16, 2024, Complainant filed her Answer to UGI Gas' Preliminary Objections. Complainant asserted UGI Gas is an "Issuer along with the US Bank National Association as a trustee, registrar and paying agent," and argued UGI Gas, as a creditor, was required to follow Truth in Lending regulations when using the credit of customers. Complainant further asserted the laws of the "Commonwealth of Pennsylvania, and the PA Public Utility Commission are derivatives the United States Code and Code of Federal Regulations." Due to her status as a *pro se* complainant and the complexity of her assertions, the Preliminary Objections were held in abeyance, to be resolved in a decision on the merits.

By Initial Call-In Telephone Hearing Notice dated January 2, 2025, the Office of Administrative Law Judge (OALJ) notified the parties that an initial telephonic hearing in this case was scheduled for March 27, 2025. Also, on January 2, 2025, the presiding officer issued a Prehearing Order setting forth the date and time of the scheduled hearing.

On March 20, 2025, Complainant sent an email entitled “FOIA Request” to the presiding officer, with a copy sent to Respondent’s attorneys. The body of the email stated, “Please provide form or let this serve as my formal request for your Oath of Office and Surety Bond details for our upcoming hearing.”

Also, on March 20, 2025, Respondent served on the presiding officer and on Complainant copies of six proposed exhibits via email.

On March 21, 2025, Complainant served on the presiding officer and on Respondent, via email, a 12-page document purporting to be proposed exhibits to be used in the hearing, including her BCS complaint No. 4008755, a copy of IRS Form 3949 and an updated copy of her POA (Power of Attorney).

On March 27, 2025, the presiding officer convened the initial telephonic hearing at which appeared Complainant who represented herself and UGI Gas which was represented by Alice Wade, Esquire. Complainant testified on her own behalf and UGI Gas presented Amy Wynn, a Senior Compliance Representative for UGI Gas, to testify on its behalf. The presiding officer admitted six exhibits into the hearing record, consisting of UGI Exhibits 1 through 6. Complainant and Respondent issued final statements in the hearing record in lieu of filing briefs.

On April 16, 2025, the Commission received the transcript from the initial hearing on March 27, 2025. The transcript consists of 73 pages and includes six exhibits admitted into the hearing record during the initial hearing.

On April 17, 2025, UGI Gas notified the presiding officer via email<sup>2</sup> that Complainant filed a document entitled “Exceptions or Proposed Findings and Conclusions” on April 7, 2025, which document UGI Gas characterized as challenging the presiding officer’s description of the jurisdictional limits of the Commission’s powers. UGI Gas asked the presiding officer to deny the “Exceptions.” UGI Gas noted that Exceptions, in general, may only be filed after the Commission issues a decision, and the Exceptions filed by Complainant are premature because no decision has been issued yet.

Later, on the same day, April 17, 2025, Complainant sent an email to the presiding officer and UGI Gas. Ms. Bradley asserted the presiding officer’s refusal to recognize Title 66 was a direct violation of 52 Pa. Code § 5.484 and that Title 66 Pa. Code § 335(b) permits the filing of an Exception before a decision is issued. Complainant contended she would request punitive damages against UGI Gas if it made any further attempts to violate her rights as a complainant by filing any frivolous filings. Lastly, Complainant argued the transcript would reflect that the presiding officer made decisions to allow irrelevant testimony and prevented proper cross-examination.

On April 28, 2025, the presiding officer issued the Post Hearing Order. The presiding officer granted Complainant’s request to reconsider the evidentiary rulings

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<sup>2</sup> Also, on April 17, 2025, UGI Gas followed up its email by filing a letter with the Secretary’s Bureau which mirrored substantially the statements made in the email.

made during the initial hearing, but Complainant's request to revise the rulings was denied.

On April 29, 2025, the presiding officer issued the Interim Order Closing the Hearing Record.

### FINDINGS OF FACT

1. Complainant, Jeniqua Bradley (Ms. Bradley), resides at 650 Cornell Court, Harrisburg, Pennsylvania (service address), where she has received electric service from Respondent since June 21, 2018. (Tr. 10, 37; UGI Exhibit 1).

2. Respondent, UGI Utilities, Inc. - Gas Division, provides natural gas service to Complainant at the service address. (Tr. 37; UGI Exhibit 1).

3. Complainant asked Respondent to use the interest from her monthly bills to pay on the balance due and use the principal security interest to cover all the debts and obligations owed to Respondent. (Tr. 11).

4. Complainant told Respondent to use the security collateral, which was the application for service she completed and provided in 2017, to pay UGI what it is owed. (Tr. 12, 19).

5. Complainant sent Respondent certified letters on February 10, 2024; March 14, 2024; and in April 2024, explaining how Complainant expected Respondent to get paid. (Tr. 12-15).

6. Prior to 2024, Complainant paid Respondent "in cash, through [her] income." (Tr. 16).

7. The last payment Complainant made on the account was on April 18, 2024, in the amount of \$196.58. (Tr. 38; UGI Exhibit 1).

8. The total unpaid balance on the service account was \$660.76, as of the date of the initial hearing. (Tr. 38; UGI Exhibit 1).

9. Respondent did not assess a security deposit on the service account with Complainant. (Tr. 38).

10. Complainant did not pay a monetary deposit to UGI when she made her application, by telephone, for natural gas service. (Tr. 25-27).

11. Complainant told Respondent to pay the credits listed on the monthly bills to Complainant's principal who is "JENIQUA BRADLEY, the *ENS LEGIS*." (Tr. 17).

12. Complainant sent instructions in her letter dated March 14, 2024, telling UGI Gas that she no longer wanted UGI Gas to keep the security, and further telling UGI Gas that it should apply the security to the account to satisfy the obligations under the account instead of Ms. Bradley paying toward the obligations from her income. (Tr. 26-27).

13. Complainant did not pay cash, a certified check, a money order or a validated check to UGI Gas when she mailed the letter dated March 14, 2024. (Tr. 27-28).

14. Complainant sent Respondent a bill of exchange in February 2024 by endorsing an "instrument" sent to her by UGI Gas and returning it to UGI Gas with "instructions" on how to use the security she previously provided. (Tr. 28-31).

15. The valid forms of payment that UGI Gas will accept are: cash, certified check, money order, a validated check or payment by credit card. (Tr. 40).

16. Respondent notified Complainant its Commission-approved tariff dictates the only form of payment it can accept are cash, certified check money order, validated check or payment by credit card. (Tr. 40-43; UGI Exhibits 3, 6).

## DISCUSSION

### Complainant's Position

Complainant references multiple federal and state statutes and regulations as authority for her position, including: 15 U.S.C.<sup>3</sup> §§ 1601 to 1666 (“Consumer Credit Cost Disclosure”); 18 U.S.C. §§ 473 (“Dealing in Counterfeit Obligations or Securities”); 1962 (“Prohibited Activities” re: racketeering) and 894 (“Collection of Extensions of Credit by Extortionate Means”); 12 C.F.R.<sup>4</sup> § 1026 (“Truth in Lending [Regulation Z]”); 31 U.S.C. § 5103 (“Legal Tender”); 13 Pa.C.S.<sup>5</sup> Chapters 31 through 36 (Uniform Commercial Code) ; and 66 Pa.C.S. §§ 102 (“Rates”), 1305 (“Advance Payment of Rates”) and 1904 (“Unauthorized Securities”).

Ms. Bradley contends she no longer wants to pay out of pocket for natural gas service and, instead, she wants UGI Gas to accept the security collateral, which was her application for service, as the tender of payment which was extended by her “principal” and her principal is “JENIQUA BRADLEY, the *ENS LEGIS*.” Ms. Bradley asserts she provided instructions to UGI Gas, by letters in February 2024 and March 2024, and she

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<sup>3</sup> United States Statutes.  
<sup>4</sup> Code of Federal Regulations.  
<sup>5</sup> Pennsylvania Consolidated Statutes.

contends the letters explained what UGI Gas was to do with the security collateral she provided. Ms. Bradley insists she instructed UGI Gas that it is no longer allowed to keep the security and should apply the security to the account to satisfy the obligations under the account instead of Ms. Bradley paying toward the obligations from her income.

Complainant contends she does not understand why the account statement goes to zero after she pays the amount listed as owing on the bill because she wants the credit balance on the account to be applied to pay for the service rendered. Specifically, Complainant contends UGI Gas' bills are incorrect because there is a positive balance listed on the account which she argues is proof that a credit is due to her.

### Respondent's Position

Respondent contends Complainant failed to show that the Company violated the Public Utility Code, the Commission's orders and regulations, or the Company's Commission-approved tariff. Respondent asserts Ms. Bradley claims she does not have to pay her utility bills, citing to federal statutes to support her claim. UGI Gas argues the Commission does not have the power or authority to adjudicate a dispute concerning the interpretation of federal statutes and regulations.

UGI Gas contends Ms. Bradley's dispute centers around what qualifies as a "negotiable instrument," and she invokes federal law. UGI Gas points out the Commission and presiding officer lack subject matter jurisdiction over an analysis under federal law including the Uniform Commercial Code. The Company cites *Coppedge v. PECO Energy Co.*,<sup>6</sup> as a basis for the public utility's right to determine, with approval by the Commission in its tariff, the form of payment that is reasonable for customers to use.

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<sup>6</sup> *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010); *see also Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012).

UGI Gas notes Complainant refers to the initial application as a “deposit” but the Company points out Complainant admitted she did not make any payment when she filled out and submitted the application.

UGI Gas argues it treats Complainant the same way it treats all customers. Similarly, UGI Gas points out that, while it expects its customers to pay using one of the accepted methods of payment, it also expects Ms. Bradley to pay UGI Gas for the natural gas service she receives at the service address by providing acceptable forms of payment. Respondent asserts the only payments it can receive are payments by cash, certified check, money order, a validated check or with payment by credit card. UGI Gas argues the listed payment types are the only forms of payment it can accept, pursuant to its Commission-approved tariff. UGI Gas contends it can only accept these payment types because it is not permitted to treat Ms. Bradley any differently than it treats its other customers.

### Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence they are entitled to the requested relief.<sup>7</sup> To satisfy this burden, Complainant must show Respondent utility is responsible or accountable for the problem described.<sup>8</sup> Complainant must show this fact to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party.<sup>9</sup> Additionally, any finding of fact necessary to support the Commission’s adjudication must be based

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<sup>7</sup> 66 Pa.C.S. § 332(a).

<sup>8</sup> *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Philadelphia Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976).

<sup>9</sup> *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

upon substantial evidence.<sup>10</sup> Furthermore, more evidence is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.<sup>11</sup>

### Applicable Statutes

A violation of the Public Utility Code may occur when a utility company fails to provide reasonable service, such as improperly proposing to terminate service. The reasonable service requirement found in Section 1501 of the Code reads in pertinent part:

[e]very public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities.<sup>12</sup>

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<sup>10</sup> *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

<sup>11</sup> *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

<sup>12</sup> *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa. 1980).

The term “service” is “used in its broadest and most inclusive sense, includ[ing] any and all acts done, rendered, or performed, and any and all things furnished or supplied ... by public utilities ... in the performance of their duties under [the Public Utility Code.]” 66 Pa.C.S. § 102. Accordingly, a utility company’s practice of billing its customers must be reasonable, adequate and sufficient.

However, the Commission cannot exceed its jurisdiction and must act within the jurisdiction established for the Commission.<sup>13</sup> Jurisdiction may be conferred by the Legislature but may not be conferred by the parties where the Legislature has not conferred jurisdiction previously.<sup>14</sup> The Commission has initial jurisdiction over “matters involving the reasonableness, adequacy or sufficiency of a public utility’s service, facilities or rates.”<sup>15</sup> Subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy.<sup>16</sup> The Commission lacks jurisdiction over federal statutes or regulations.

### Analysis

The Commission has the authority and responsibility to define what constitutes reasonable service for a public utility certificated in Pennsylvania, pursuant to 66 Pa.C.S. §§ 1501 and 1502. The testimony and evidence presented sufficiently proved the following facts:

- (1) Ms. Bradley uses natural gas service provided by UGI Gas;

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<sup>13</sup> *City of Pittsburgh v. Pa. Pub. Util. Comm’n*, 43 A.2d 348 (Pa. Super. 1945).

<sup>14</sup> *Roberts v. Martorano*, 235 A.2d 602 (1967).

<sup>15</sup> *DeFrancesco v. Western Pa. Water Co.*, 435 A.2d 614, 616 (Pa. Super. 1981) *vacated and remanded on other grounds*, 435 A.2d 595 (1982).

<sup>16</sup> *Hughes v. Pa. State Police*, 619 A.2d 390 (1992).

(2) Since April 18, 2024, UGI Gas has not received payment from Ms. Bradley for the natural gas service it provides to her;

(3) Ms. Bradley did not pay a deposit when initiating natural gas service with UGI Gas in 2018;

(4) UGI Gas' tariff permits it to limit the acceptable forms of customer payment to: cash, certified check, money order, validated check or payments by credit card.

(5) The Commission does not have the authority to resolve disputes concerning the Uniform Commercial Code, federal statutes or federal regulations.

Complainant labors under the misapprehension that she has a credit on her account from which UGI Gas can draw down to receive payment for its services. Her misapprehension appears to stem, in part, from the positive numerical figure at the bottom of her bills. Complainant is in error to assert that the positive numerical figure reflects a credit exists on the account. That positive numerical figure reflects the current balance due on her natural gas service account.

UGI Gas was correct to insist Ms. Bradley must pay for the natural gas service she uses, and she must pay by one of five possible payment methods, as specified in UGI Gas' tariff. Complainant refused to use the acceptable payment methods available to her. UGI Gas is not permitted to treat Ms. Bradley differently than it treats its other customers, by allowing her to use a method of payment not available to other customers. Complainant must use one of the five specified methods to make a payment for the natural gas service she uses.

Accordingly, the Complaint will be dismissed in the Ordering Paragraphs below because Complainant failed to meet her burden of proving that UGI Gas failed to provide reasonable and adequate customer service, or failed to comply with the

Commission's orders, regulations or Respondent's tariff, when UGI Gas insisted Complainant must pay her monthly bills by either cash, certified check, money order, validated check or payments by credit card.

### CONCLUSIONS OF LAW

1. Complainant, as the party filing the complaint, bears the burden of proving that he or she is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).

2. "Burden of proof" means a duty to establish one's case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

3. Complainant must show Respondent is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (1982).

5. Complainant failed to carry the burden of proving Respondent failed to provide reasonable and adequate customer service, or failed to comply with the Commission's orders, regulations or Respondent's tariff, when UGI Gas insisted Complainant must pay her monthly bills by either cash, certified check, money order, validated check or payments by credit card. 66 Pa.C.S. § 332(a); 52 Pa. Code § 56.81.

