
Alice A. Wade

alice.wade@postschell.com
412-506-6364 Direct
412-227-9065 Direct Fax
File #: 209801

August 25, 2025

VIA EMAIL

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17120

**Re: Jeniqua Bradley v. UGI Utilities Inc. - Gas Division
Docket No. F-2024-3052211**

Dear Secretary Homsher:

Attached for filing is the Reply to the Exceptions of Jeniqua Bradley on behalf of UGI Utilities, Inc. – Gas Division in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Alice A. Wade
Associate

AAW/sa
Attachments

cc: The Honorable Katrina L. Dunderdale (*via email; w/attachment*)
The Office of Special Assistants (*via email; w/attachment*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST CLASS MAIL

Jeniqua Bradley
650 Cornell Court
Unit 204
Harrisburg, PA 17111
auqinejb@yahoo.com

Date: August 25, 2025



Alice A. Wade

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jeniqua Bradley,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2024-3052211
	:	
UGI Utilities, Inc. – Gas Division	:	
	:	
Respondent.	:	

**REPLIES OF UGI UTILITIES, INC. – GAS DIVISION
TO THE EXCEPTIONS OF JENIQUA BRADLEY**

UGI Utilities Inc, - Gas Division (“UGI Gas” or the “Company”), pursuant to 52 Pa. Code § 5.535, hereby respectfully submits these Replies to the Exceptions of Jeniqua Bradley (“Complainant”). In her Exceptions, the Complainant disputes Administrative Law Judge Katrina L. Dunderdale’s (“ALJ”) Initial Decision (“ID”) dismissing the above-captioned Formal Complaint (“Complaint”). Specifically, the Complainant insists that she has a security interest in her account that allows UGI Gas to apply credits in lieu of the Complainant providing payment for the service she uses.

For these reasons and as further explained below, UGI Gas respectfully requests that the Pennsylvania Public Utility Commission (“Commission”) deny the Complainant’s Exceptions, adopt the well-reasoned ID without modification, and dismiss the Complaint with prejudice.

I. INTRODUCTION

On November 14, 2024, the Complainant filed the Complaint against UGI Gas claiming that there were incorrect charges on her bill and that her consumer rights had been violated pursuant to federal law.

On December 10, 2024, UGI Gas filed an Answer to the Complaint.

Also on December 10, 2024, UGI Gas filed a preliminary objection to the Complaint. The Complainant did not file a timely response to the preliminary objection.

On December 16, 2024, the Complainant filed an Answer to UGI Gas's Preliminary Objections.

On January 2, 2025, the ALJ issued a hearing notice and prehearing order indicating that an evidentiary hearing in the matter would be held on March 27, 2025.

On March 27, 2025, the evidentiary hearing was held as scheduled.

On July 17, 2025, the ALJ's ID issued, which dismissed the Complaint due to the Complainant's failure to carry her burden of proof.

On July 30, 2025, UGI Gas received the Complainant's Exceptions to the ID.

For the reasons explained in more detail below, the Complainant's Exceptions are without merit. Accordingly, the Commission should adopt the ALJ's well-reasoned ID without modification and dismiss the Complaint with prejudice.

II. REPLIES TO EXCEPTIONS

A. REPLY TO EXCEPTIONS NO. 1 AND 6: THE ALJ PROPERLY FOUND THAT THE COMPLAINANT FAILED TO MEET HER BURDEN OF PROOF THAT THE COMPANY VIOLATED THE PUBLIC UTILITY CODE, THE COMMISSION'S REGULATIONS, OR A COMMISSION ORDER

The ALJ correctly considered the authority within the Commission's jurisdiction, and correctly found that the Complainant failed to meet her burden of proof that the Company violated the Public Utility Code, the Commission's Regulations, or a Commission Order. (ID at 13.) The Complainant, in her Exceptions, suggests that the ALJ did not consider the authorities she provided, and therefore should not have dismissed the case based on the Complainant's failure to meet her burden. (Exceptions at 1.) As discussed in section B, *infra*, the sections of the Public

Utility Code that the Complainant references regarding Securities in Section 66 Pa. C.S. §§ 1305, 1901, and 1904 are irrelevant to the Complaint. Further, the ALJ properly considered the statutes applicable to the Complaint, 66 Pa.C.S. §§ 1501¹ and found that the Complainant did not meet her burden to prove that UGI Gas failed to provide reasonable service. Further, the ALJ properly found that the Commission’s jurisdiction is limited and that it lacks jurisdiction over federal statutes or regulations. (ID at 11).

Regarding the ALJ’s application of the burden of proof, under Section 332(a) of the Public Utility Code, 66 Pa. C.S. § 332(a), “the proponent of a rule or order has the burden of proof.” Here, it is the Complainant, and not the Company, that is the proponent. It is well-established that “[a] litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). The preponderance of evidence standard requires proof by a greater weight of the evidence. *Commonwealth v. Williams*, 557 Pa. 207, 732 A.2d 1167 (1999). This standard is satisfied by presenting evidence more convincing, by even the smallest amount, than that presented by another party. *Brown v. Commonwealth*, 940 A.2d 610, 614 n.14 (Pa. Cmwlth. 2008). However, to establish a *prima facie* case, more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.² Mere bald assertions, personal opinions, or perceptions, when unsubstantiated by facts, do not constitute evidence.³ Here, the ALJ correctly found that the Complainant did not meet her burden. The ALJ has indicated as discussed in paragraph B, *supra*, that much of the Complainant’s case results from a

¹ ID at 11.

² *Lyft, Inc. v. Pa. PUC*, 145 A.3d 1235, 1240 (Pa. Cmwlth. 2016) (citing *Norfolk and Western Ry. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980)).

³ *Pa. Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

misunderstanding about her bills. (ID at 13.) The Complainant's beliefs about her bills, were ultimately bald assertions, unsupported by facts. Similarly, because of this basic factual misunderstanding, the Complainant also misunderstands which authorities apply to her Complaint.

Further, the Complainant argues that, “[u]nder the supremacy clause of the Constitution, the Pennsylvania Public Utility Commission cannot base its decisions outside of State or Federal law.” (Exceptions at 1.) However, the Commission's jurisdiction is limited. The Commission must act within its jurisdiction and may only hear complaints regarding the Public Utility Code, Commission regulations, or Commission orders. See *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125, 2012 Pa. PUC LEXIS, at 13-14 (Jan. 12, 2012) citing 66 Pa. C.S. § 701. Much of the authority on which the Complainant relies requires interpretation of questions, such as those arising under the UCC, that are outside of the jurisdiction of the Commission. The Complainant appears to misunderstand the role of the forum in which she has made her Complaint. The ALJ has properly articulated the limited jurisdiction of the Commission,⁴ and found that the Complainant did not meet her burden of proof.

The ALJ properly acted within the bounds of Commission jurisdiction and found that the Complainant failed to meet her burden of proof. The Exceptions should be denied.

B. REPLY TO EXCEPTIONS NO. 2, 3, 5, 8, 9, 10 – THE ALJ CORRECTLY FOUND THAT THE COMPLAINANT MISUNDERSTANDS HER BILLS

The ALJ correctly found that the “Complainant labors under a misapprehension that she has a credit on her account from which UGI Gas can draw down to receive payment for its services.” (ID at 12). In her exceptions, the Complainant makes a number of claims regarding

⁴ ID, at 11.

having a positive balance on her account and claiming there is a security interest on her account from which UGI Gas should be able to draw. (Exceptions 1-2). These claims were properly considered and rejected by the ALJ.

The Complainant, in her testimony, claimed that she had a security interest in her account. (Tr. at 11.) The Complainant claimed in her testimony that the “application” she submitted to begin service was itself a deposit and that it was her “security collateral”. (Tr. at 25-26). She admitted on cross, however, that she rendered no payment as part of that application. (Tr. at 26.) UGI Gas offered testimony that no deposit was ever assessed on the Complainant’s account (Tr. at 38). UGI Gas also offered into evidence the Complainant’s account statement, which showed the charges and payments on the account. (Tr. at 45). UGI Gas’s witness Amy Wynn testified that the Complainant had an unpaid account balance due of \$660.70. (Tr. at 38). Contrary to what the Complainant raises in her exceptions, there was no overpayment. (Exceptions at 2.)

The Complainant’s relationship with UGI Gas is no different than that of any other customer. UGI Gas provides gas service and the Complainant is required to pay for that gas service. The provisions of the Public Utility Code that the Complainant invokes regarding securities are irrelevant. The Complainants’ exceptions should be denied.

C. REPLY TO EXCEPTIONS NO. 4, 7 – THE ALJ CORRECTLY FOUND THAT THE COMPLAINANT DID NOT RENDER A FORM OF PAYMENT THAT UGI GAS WOULD ACCEPT

The Complainant claims in her exceptions that the ALJ erred in finding that her payment instrument was invalid. However, utilities are permitted to limit the forms of payment they will accept. *See Coppedge v. PECO Energy Co.*, Docket No. F-2014-2406180 (Opinion and Order entered Jan. 29, 2015). Further, to the extent that the Complainant invokes Title 13, the Commercial Code, the Commission does not have jurisdiction to interpret the Uniform Commercial Code. *See Haleema B. Alkhatib v. PECO Energy Company*, Docket No. C-2011-

2242125 (Opinion and Order entered January 12, 2012); *James Coppedge v. PECO Energy Company*, Docket No. F-2009-2135893 (Opinion and order entered August 3, 2010). The Commission must act within its jurisdiction and may only hear complaints regarding the Public Utility Code, Commission regulations, or Commission orders. See *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125, 2012 Pa. PUC LEXIS, at 13-14 (Jan. 12, 2012) citing 66 Pa. C.S. § 701.

The Complainant is asking the Commission to make determinations about whether the form of payment she submitted is valid. This is outside the Commission's jurisdiction, however, the Commission has permitted utilities to limit the forms of payment they will accept. As discussed in the testimony of Amy Wynn, the letter submitted by the Complainant was not a valid form of payment, and valid forms of payment include cash, certified check, money order, a validated check, or payment by credit card. (Tr. at 40). The exceptions should be denied.

D. REPLY TO EXCEPTIONS 1, 11 AND 12

UGI Gas notes that exceptions 1, 11 and 12 request relief and state plans for further action based on the Commission's decision. (Exceptions at 3.) To the extent relief is request, such relief should be denied and, therefore, so should these exceptions.

III. CONCLUSION

WHEREFORE, for all the foregoing reasons, as well as those more fully explained in the well-reasoned Initial Decision of Administrative Law Judge Katrina Dunderdale, UGI Utilities, Inc – Gas Division, respectfully requests that the Pennsylvania Public Utility Commission: (1) deny the Exceptions filed by Jeniqua Bradley; (2) adopt the Initial Decision without modification; and (3) dismiss the Formal Complaint at Docket No. F-2024-3052211 with prejudice because the Complainant has not met her burden of proof.

Respectfully submitted,



Michael Swerling (ID # 94748)
Lindsay Berkstresser (ID # 318370)
UGI Corporation
500 North Gulph Road
King of Prussia, PA 19406
Phone: 610-992-3763
Phone: (610) 768-6799
E-mail: SwerlingM@ugicorp.com
E-mail: BerkstresserL@ugicorp.com

Devin T. Ryan (ID # 316602)
Alice A. Wade (ID # 335228)
Post & Schell, P.C.
One Oxford Centre
301 Grant Street, Suite 3010
Pittsburgh, PA 15219
Phone: 717-612-6052
Fax: 717-731-1985
E-mail: dryan@postschell.com
alice.wade@postschell.com

Megan Rulli (ID # 331981)
Post & Schell, P.C.
17 North Second St., 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-612-6012
Fax: 717-731-1985
E-mail: mrulli@postschell.com

Date: August 25, 2025

Attorneys for UGI Utilities, Inc – Gas Division