

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held September 25, 2025

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Jeniqua Bradley

F-2024-3052211

v.

UGI Utilities, Inc. – Gas Division

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions, filed by Jeniqua Bradley (Complainant or Ms. Bradley) on August 14, 2025, in response to the Initial Decision (Initial Decision or I.D.) of Administrative Law Judge (ALJ) Katrina L. Dunderdale, which was issued on July 17, 2025, in the above-captioned proceeding. UGI Utilities, Inc. – Gas Division (UGI Gas or the Company) filed Replies to Exceptions on August 25, 2025.

In her Initial Decision, ALJ Dunderdale dismissed the Formal Complaint (Complaint) filed by Ms. Bradley on November 14, 2024, based upon her finding that the

Complainant did not carry her burden of proving that UGI Gas had: (1) failed to provide reasonable and adequate customer service; or (2) failed to comply with the Commission's orders, regulations or the Company's tariff when the Company insisted that the Complainant must pay her monthly bills by either cash, certified check, money order, validated check, or credit card. I.D. at 13. For the reasons discussed below, we shall deny the Complainant's Exceptions, adopt the Initial Decision of ALJ Dunderdale, as modified, and dismiss the Complaint, consistent with this Opinion and Order.

I. Background

This matter involves the instant Complaint of Ms. Bradley, filed on November 14, 2024.¹ In the Complaint, Ms. Bradley alleged, *inter alia*, that there were incorrect charges on her UGI Gas bills and that the Company violated her consumer rights pursuant to 15 U.S.C. § 1666, *et seq.*² As relief, Ms. Bradley requested that UGI Gas be required to credit her account “nunc pro tunc.” Complaint at 3.

On December 10, 2024, UGI Gas filed an Answer to the Complaint (Answer) and Preliminary Objections (Preliminary Objections or POs).

¹ The Complaint is a timely appeal from the informal decision of the Commission's Bureau of Consumer Services (BCS), issued on November 14, 2024, at BCS Case No. 4008755. Therein, BCS dismissed Ms. Bradley's informal complaint on the bases that Ms. Bradley had an account balance and that UGI Gas was permitted to require that Ms. Bradley remit payment in an acceptable form. *See* UGI Gas Exh. 4. A timely appeal of a BCS informal decision is subject to *de novo* review. 52 Pa. Code § 56.173(a).

² 15 U.S.C. § 1666, *et seq.*, are federal statutes related to Consumer Credit Protection. Specifically, 15 U.S.C. § 1666, *Correction of billing errors*, establishes, *inter alia*, a definition of “billing error” and the process, notice obligations, and timelines governing billing disputes between obligors and creditors. *See* 15 U.S.C. § 1666.

In its Answer, UGI Gas, *inter alia*: (1) specifically denied that it billed Ms. Bradley incorrectly; (2) averred that the disputed charges were properly billed; and (3) indicated that although Ms. Bradley provided the Company with letters purporting to be payment of an existing arrearage balance in February of 2024, the letters were not legitimate forms of payment. Answer at 1-3.

In its Preliminary Objections, UGI Gas argued that the Complaint should be dismissed pursuant to 52 Pa. Code § 5.101(a)(1) because the Commission lacked subject matter jurisdiction over the federal claims alleged by the Complaint. Specifically, the Company alleged, *inter alia*, that: (1) issues raised in the Complaint relate to claims that UGI Gas was in violation of certain portions of the United States Code, *i.e.*, 15 U.S.C. § 1666 (related to regulation of credit reports); and, (2) application and interpretation of federal law are outside of the Commission’s express jurisdiction of the Pennsylvania Public Utility Code (Code), Commission regulations, or Commission orders. POs at 2-6.

On December 16, 2024, Ms. Bradley filed her Answer to the Preliminary Objections (Answer to POs) requesting that the Preliminary Objections be dismissed. Ms. Bradley asserted, *inter alia*, that: (1) UGI Gas is an “[i]ssuer along with US Bank National Association as trustee, registrar and paying agent”; (2) UGI Gas, as a creditor, was required to follow Truth in Lending regulations and to act in good faith when using the credit of customers; (3) “the laws of the Commonwealth of Pennsylvania, and the PA Public Utility Commission are derivatives of the United States Code and Code of Federal Regulations”; and, (4) “documents were sent [by the Complainant] by registered mail to U.S. Bank National Association as trustee, registrar and paying agent of UGI Utilities to request certificated securities be credited to the account as per Title 13 Section § 8107.”³ Answer to POs at 1-2.

³ The Complainant appears to be referencing 13 Pa.C.S. § 8107, *Whether indorsement, instruction or entitlement order is effective*, which is a provision of the Uniform Commercial Code (UCC). 13 Pa.C.S. § 8107.

An Initial Call-In Telephone Hearing Notice was issued in this case on January 2, 2025, which, *inter alia*, established March 27, 2025 as the date for the telephonic hearing and indicated that ALJ Dunderdale would preside. Also on January 2, 2025, ALJ Dunderdale issued a *Prehearing Order for Telephone Hearing (Prehearing Order)* which established the process and procedures for the Initial Hearing. *Prehearing Order* at 1-6.⁴

At the Initial Hearing on March 27, 2025, Ms. Bradley appeared *pro se* and testified on her own behalf. Alice Wade, Esquire, appeared on behalf of the Company. UGI Gas presented Ms. Amy Wynn, a Senior Compliance Representative as the Company's witness. During the hearing, ALJ Dunderdale admitted six exhibits into the record, consisting of UGI Gas Exhibits 1 through 6.⁵ At the conclusion of the Initial Hearing, the Parties provided closing statements in lieu of submitting briefs. *See* I.D. at 3; Tr. at 61-67.

On April 3, 2025, the Complainant filed a document with the Commission's Secretary's Bureau entitled "Exceptions or Proposed Findings and Conclusions" (April 2025 Exceptions). The April 2025 Exceptions were not served upon ALJ Dunderdale. While the Complainant submitted a certification of service indicating that the April 2025 Exceptions were served upon the Commission's Harrisburg office and UGI Gas' counsel, no service date was identified. *See* April 2025 Exceptions at 3.

⁴ Because of the Complainant's status as a *pro se* party and the complexity of the Complainant's assertions, the ALJ held the Preliminary Objections in abeyance, to be resolved in a decision on the merits. I.D. at 2.

⁵ The six admitted UGI Gas exhibits include the following: (1) Exhibit 1: Statement of Account; (2) Exhibit 2: Listing of Account Note; (3) Exhibit 3: Copy of Informal Report; (4) Exhibit 4: Final Decision; (5) Exhibit 5: Letter from Ms. Bradley to UGI Gas; and, (6) Exhibit 6: UGI Gas Response. Tr. at 45, 47-48.

By an emailed Letter dated April 17, 2025, UGI Gas notified ALJ Dunderdale of the Complainant’s April 2025 Exceptions (UGI Gas Letter). UGI Gas asked the ALJ to deny the April 2025 Exceptions after noting that Exceptions, in general, may only be filed after the Commission issues a decision, and that the Exceptions filed by the Complainant were premature because no decision had yet been issued. UGI Gas Letter at 1 (citing 52 Pa. Code § 5.533(a)).

Also on April 17, 2025, Ms. Bradley sent an email message to ALJ Dunderdale and UGI Gas’ counsel asserting, *inter alia*, that: (1) “Title 66 Pa. Code § 335(b)” permits the filing of an Exception before a decision is issued; and (2) the transcript would reflect that the ALJ allowed irrelevant testimony and prevented proper cross-examination. *See* I.D. at 4 (summarizing email).

By *Post Hearing Order* issued on April 28, 2025, the ALJ denied the Complainant’s request to revise the evidentiary rulings made during the Initial Hearing.⁶ *Post Hearing Order* at 9-10.

By *Interim Order Closing the Hearing Record* issued on April 29, 2025, the ALJ closed the record of this case. *Interim Order Closing the Hearing Record* at 1.

On July 17, 2025, the Commission issued ALJ Dunderdale’s Initial Decision, wherein she, *inter alia*: (1) determined that Ms. Bradley failed to carry the burden of proving that UGI Gas failed to provide reasonable and adequate customer service; (2) determined that Ms. Bradley failed to carry the burden of proving that UGI

⁶ Given Ms. Bradley’s status as an unrepresented litigant, the ALJ elected to treat Ms. Bradley’s April 2025 Exceptions as a request or motion to reconsider the evidentiary rulings made during the Initial Hearing. The ALJ identified the rulings at issue to include “specifically the decision to forestall continued questioning and testifying by Complainant during the cross-examination of the utility’s witness.” *Post Hearing Order* at 6.

Gas failed to comply with the Commission’s orders, regulations, or the Company’s tariff; and, (3) dismissed Ms. Bradley’s Complaint for failure to carry the burden of proof. I.D. at 13-14.

As previously noted, Ms. Bradley filed Exceptions to the Initial Decision on August 14, 2025⁷ and UGI Gas filed Reply Exceptions on August 25, 2025.

II. Discussion

A. Legal Standards

1. General Burden of Proof for Complaint Proceeding

As the party seeking affirmative relief from the Commission, the complainant in this case has the burden of proof. 66 Pa.C.S. § 332(a). The evidence necessary to meet that burden must be substantial. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

⁷ Consistent with our regulation at 52 Pa. Code § 1.11, *Date of filing*, the filing dates for each document referenced in this Opinion and Order are the dates that the Commission’s Secretary’s Bureau received the document. 52 Pa. Code § 1.11(a)(1). Consequently, while the Complainant’s Exceptions were dated for July 28, 2025, they (1) were not filed with the Commission’s Secretary’s Bureau; and, (2) did not contain a Certificate of Service or any other indication that the parties of record to the case were served. On August 14, 2025, after becoming aware of the Exceptions, the Commission’s Secretary’s Bureau served a copy of the Exceptions on UGI Utilities, Inc. – Gas Division and granted UGI Gas ten days, or until August 24, 2025, to file Reply Exceptions. We note that because August 24, 2025 was a Sunday, the actual due date for UGI Gas to file Reply Exceptions was on Monday August 25, 2025.

To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent utility is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Code, a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701. Such a showing must be by a “preponderance of the evidence.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

The burden of proof is comprised of two distinct burdens: (1) the burden of production; and, (2) the burden of persuasion. *Hurley v. Hurley* 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 15, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative defense. *See Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a *prima facie* case with circumstantial evidence. *See Milkie v. Pa. PUC*, 768 A.2d 1217, 1220 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant’s evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant’s burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional

evidence favorable to the complainant's claim. *See Milkie*, 768 A.2d at 1220; *see also Burlison v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie*, 768 A.2d at 1220; *see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993); *see also Burlison*, 443 A.2d at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder⁸ may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pennsylvania Com'n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*)).

2. Adequate, Efficient, Safe, and Reasonable Gas Service

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety

⁸ In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

of its patrons, employees, and the public. Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. Character of service and facilities

Every 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. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

Section 102 of the Code, defines “service” as:

Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities

66 Pa.C.S. § 102. A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990). Accordingly, a utility’s billing practices are included within the scope of reasonable service.

B. ALJ's Initial Decision

ALJ Dunderdale made sixteen (16) Findings of Fact and reached five (5) Conclusions of Law. I.D. at 5-7; 13. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In the Initial Decision, ALJ Dunderdale found that the Complainant did not carry her burden of proving that UGI Gas had: (1) failed to provide reasonable and adequate customer service; or, (2) failed to comply with the Commission's orders, regulations, or the Company's tariff. I.D. at 13. Accordingly, the ALJ recommended that the Complaint be dismissed.

In reaching her determination, the ALJ found that Ms. Bradley erroneously claimed to have a credit on her UGI Gas account, while the evidence demonstrated that, to the contrary, Ms. Bradley had an unpaid balance of \$660.76 at the time of the Initial Hearing. I.D. at 6; FOF No. 8 (citing Tr. 38; UGI Gas Exhibit 1); I.D. at 12. Additionally, the ALJ cited to evidence indicating that UGI Gas has not received a payment from Ms. Bradley since April 18, 2024. I.D. at 6, FOF No. 7; I.D. at 11-12. According to the ALJ, UGI Gas correctly asserted that Ms. Bradley must pay for the natural gas service it has provided to her, and that she must pay by one of five possible payment methods, as specified in UGI Gas' tariff:⁹ cash, certified check, money order, validated check, or credit card. I.D. at 12.

⁹ We note that UGI Gas did not identify the portion of its Commission-approved tariff, UGI Gas – Pa. P.U.C. No. 7 (Tariff No. 7), that specifies acceptable forms of payment, and the record does not include a specific reference to any such provision in the Company's tariff. Further, upon our review of the Company's tariff, it is unclear as to which portion therein specifies this provision. Nonetheless, as explained, *infra*, our disposition is rendered independent of whether the Company's tariff includes a provision that specifies acceptable forms of payment.

In reaching her determinations in this case, the ALJ evaluated the arguments and evidence produced by the Parties. First, the ALJ summarized Ms. Bradley’s position as being reliant upon multiple federal and state statutes and regulations. I.D. at 7. (citing 15 U.S.C. §§ 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. § 1026 (“Truth in Lending [Regulation Z]”); 31 U.S.C. § 5103 (“Legal Tender”); 13 Pa.C.S. Chapters 31 through 36 (Uniform Commercial Code); and 66 Pa.C.S. §§ 102 (“Rates”), 1305 (“Advance Payment of Rates”) and 1904 (“Unauthorized Securities”)).

The ALJ next summarized Ms. Bradley’s assertion that she no longer wanted to pay UGI Gas “out of pocket” for gas service. Instead, the ALJ explained that Ms. Bradley “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[’]. . . .” I.D. at 7. The ALJ noted that Ms. Bradley identified her principal as “JENIQUA BRADLEY, the *ENS LEGIS*.” *Id.* Additionally, the ALJ cited Ms. Bradley’s contention that she provided letters to UGI Gas in February 2024 and March 2024 to instruct UGI Gas to retain the security and apply it to her account in lieu of receiving payment from her income. Finally, the ALJ also recognized Ms. Bradley’s position that her UGI Gas bills are incorrect because there is a positive balance on the account, which, she averred, is proof that the Company owes her a credit. *Id.* at 8.

Next, the ALJ turned to UGI Gas’ arguments. The ALJ summarized the Company’s position that the Complainant failed to show that the Company violated the Code, the Commission’s orders and regulations, or the Company’s Commission-approved tariff. Additionally, UGI Gas averred that the Commission does not have the power or authority to adjudicate a dispute concerning the interpretation of

the federal statutes and regulations raised by the Complainant. UGI Gas also alleged that Ms. Bradley has invoked federal law in her arguments regarding what qualifies as a “negotiable instrument” and that the Commission lacks jurisdiction over the analysis of such law, including the UCC. In support of its contentions, the ALJ noted, UGI Gas cited precedent that supports a 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. I.D. at 8 (citing *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010)(*Coppedge*); *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012)(*Alkhatib*)).

The ALJ also noted that UGI Gas disputed the Complainant’s reference to her initial application for gas service as a “deposit” because the Company pointed out that Ms. Bradley has admitted that she did not make any deposit when she submitted her application. Finally, the ALJ noted UGI Gas’ argument that it has treated the Complainant the same way that it treats all customers by requiring that she submit payments in an acceptable form pursuant to the Company’s Commission-approved tariff (*i.e.*, by cash, certified check, money order, a validated check or with payment by credit card). I.D. at 9.

After setting out the Parties’ positions, the ALJ indicated that Ms. Bradley, as the Complainant, bears the burden of proving by substantial evidence that she is entitled to the requested relief. I.D. at 9 (citing 66 Pa.C.S. § 332(a)). Additionally, the ALJ recognized that Section 1501 of the Code requires that public utilities must, *inter alia*, provide customers with reasonable, adequate and sufficient service, which extends to the utility’s practice of billing its customers. I.D. at 10-11 (citing 66 Pa.C.S. § 1501). At the same time, the ALJ also acknowledged that the Commission cannot exceed its jurisdiction. I.D. at 11 (citing *City of Pittsburgh v. Pa. PUC*, 43 A.2d 348 (Pa. Super. 1945)). The ALJ indicated that the Commission lacks jurisdiction over federal statutes or regulations. I.D. at 11.

After identifying the aforementioned standards, the ALJ determined that Ms. Bradley failed to meet her burden of proving that UGI Gas provided her with unreasonable and inadequate customer service. In reaching her conclusion, the ALJ rejected Ms. Bradley's claim that UGI Gas owed her a credit. Instead, the ALJ indicated that the Complainant erroneously interpreted the positive numerical figure on her bill, because the positive numerical figure represented the balance due and *owed by* Ms. Bradley on her UGI Gas account, and not a credit *owed to* Ms. Bradley.

Additionally, the ALJ found that UGI Gas was correct to insist that Ms. Bradley must pay for her natural gas service using one of the five acceptable payments methods specified in UGI Gas' tariff. The ALJ reasoned that UGI Gas is not permitted to treat Ms. Bradley different than its treats other customers by allowing her to use a method of payment not available to other customers. Moreover, the ALJ concluded that the Commission does not have the authority to resolve disputes concerning the UCC, federal statutes, or federal regulations. In total, the ALJ determined that Ms. Bradley did not prove that UGI Gas failed to comply with the Commission's orders, regulations or the Company's tariff. I.D. at 12. Accordingly, the ALJ dismissed the Complaint.

Id. at 12-13.

C. Complainant's Exceptions

As an initial matter, we note that the Complainant's Exceptions do not conform to Section 5.533(b) of our Regulations, which requires, *inter alia*, that each exception identify the finding of fact or conclusion of law to which the exception is taken

and cite relevant pages of the decision.¹⁰ 52 Pa. Code § 5.533(b). Nevertheless, because the Complainant is appearing *pro se*, we will exercise our discretion to consider the merits of the Exceptions, as filed, pursuant to Section 1.2(a) of our Regulations.

The Complainant's Exceptions are primarily grounded in claims that the ALJ erred by: (1) incorrectly determining that the Complainant failed to meet her burden of proof; (2) inaccurately determining that the Complainant owes UGI Gas an account balance; and, (3) failing to acknowledge that the Complainant provided UGI Gas payment in an acceptable form. A topical summary of the Complainant's Exceptions is provided below.

1. Complainant's Exception Nos. 1 and 6: Burden of Proof

In her first and sixth Exceptions, the Complainant contests the ALJ's determination that the Complainant failed to meet her burden of proof in this case. In her first Exception, the Complainant argues that the Commission has a duty to ensure that UGI Gas complies with the laws of the Commonwealth and of the United States. Exc. at 1 (citing Title 66 §102 [66 Pa.C.S. §102]; § 501 [66 Pa.C.S. §501]; Title 52 § 1.2 [52 Pa. Code §1.2]; § 69.2 [52 Pa. Code § 69.2]). The Complainant also avers that the Commission "cannot base its decisions outside of State or Federal law" and she requests "relevant Title 66/Title 52 statute/law or code that supports this decision." Exc. at 1

¹⁰ Several paragraphs of averments included in the Complainant's Exceptions do not identify the specific findings of fact or conclusions of law to which the Complainant excepts and simply identify page numbers of the Initial Decision. Because the Complainant is appearing *pro se* we will exercise our discretion pursuant to 52 Pa Code § 1.2(a) to consider the Complainant's arguments raised in the context of Exceptions numbered one (1) through ten (10); however, we are compelled to summarize and address the Complainant's Exceptions topically. Finally, we will decline to address the averments that the Complainant raised in paragraphs eleven (11) and twelve (12) because they consist of the Complainant's requests and statements of future intention that cannot be construed as bases for exception. See Exc. at 3.

(citing Exception [I.D.] at 1, Introduction). Additionally, in her sixth Exception, the Complainant asserts that she provided statutes and sections in the Code throughout the complaint process, and she indicates that the Commission does have authority to adjudicate a dispute under the Code. Exc. at 2.

2. Complainant's Exception Nos. 2, 3, 5, 8-10: UGI Gas Bills

In combination, Exception Nos. 2, 3, 5, and 8-10 consist of the Complainant's arguments contesting the ALJ's determination that the Complainant had an unpaid balance of \$660.76 on her UGI Gas account as of the date of the Initial Hearing. In her second and third Exceptions, the Complainant argues, *inter alia*, that she made a lawful deposit to UGI Gas "under the Federal Reserve Act, Truth in Lending, and Title 66 § 1305"¹¹ when she submitted her application for service. Exc. at 1. According to the Complainant, her application served as the "security collateral that funded the account and is prepayment for all obligations due." *Id.* The Complainant further alleges that UGI Gas accepted her security collateral by opening her account, and she cites to

¹¹ The Complainant identifies "Title 66 § 1305" and specifically includes content from the second sentence of 66 Pa.C.S. § 1305, *Advanced payment of rates; interest on deposits*, as follows:

[a]ny deposit made by any domestic consumer, under the provisions of this section or under any repealed statute supplied by this part, **shall be returned with any interest due** thereon to the consumer making such deposit when he shall have paid undisputed bills for service over a period of 12 consecutive months.

Exc. at 1 (emphasis in original).

“Title 66 § 102”¹² as authority for disputing the ALJ’s finding that the Complainant did not pay a deposit to UGI Gas when she made her application for gas service. Exc. at 1-2.

In her fifth Exception, the Complainant argues that UGI Gas has received consideration from her “under Title 66 1901(c), Assumption of securities defined.”¹³

¹² The Complainant identifies “Title 66 § 102” and specifically includes content from the Code’s definition of “Rate” appearing in 66 Pa.C.S. § 102, as follows:

[e]very individual, or joint fare, toll, charge, rental, or other compensation **whatsoever** of any public utility, or contract carrier by motor vehicle, made, demanded, or received for any service within this part, offered, rendered, or furnished by such public utility, or contract or contract carrier by motor vehicle, **whether in currency, legal tender, or evidence thereof, in kind, in services or in any other medium or manner whatsoever**, and whether received directly, and any rules, regulations, practices, classifications or contracts affecting any such compensation, charge, fare, toll, or rental.

Exc. at 1-2 (emphasis in original).

¹³ The Complainant identifies “Title 66 1901(c)” and specifically includes the first sentence of 66 Pa.C.S. § 1901(c), *Assumption of securities defined*, as follows: “[a]ssumption of securities includes any act of a public utility assuming primary or contingent liability for the payment of any dividends upon any stocks or of any principal or interest of any indebtedness, created or incurred by any other person or corporation.” Exc. at 2.

Additionally, the Complainant references “Title 66 §1904,”¹⁴ which she invokes as the authority for her pursuit of a remedy from the Commission. Exc. at 2.

In her Exceptions eight through nine, the Complainant avers that “an overpayment has been made as evidenced by the positive credit balance of all bills issued by the Respondent [UGI Gas].” The Complainant claims that instead of being reflective of a balance owed to UGI Gas, her account reflects a formal accounting “showing the service received and the credit to be applied for the month, displayed as a positive balance. The Complainant further avers that she is not seeking to be treated differently than other UGI Gas customers, but that she does want the Company to conduct business lawfully on the account. Moreover, the Complainant contends that, as she has a contract with UGI Gas, there is an expectation of good faith and fair dealing. The Complainant also argues that “[i]f application is not a security collateral and was not a prepayment, provide law in Title 66, PA Statute or Federal law that states otherwise.” Exc. at 2.

Finally, in her tenth Exception, the Complainant claims that although she submitted “Title 66 evidence” by email in November of 2024, and while she requested that all documents be submitted in evidence on March 20, 2025, the Initial Decision failed to mention “Title 66.” According to the Complainant, Title 66 explicitly states

¹⁴ The Complainant identifies “Title 66 §1904” by including the text of 66 Pa.C.S. § 1904, *Unauthorized securities may be declared void*, as follows:

“[i]n addition to any other penalty provided in this part for any violation of this chapter, the commission, after due consideration of the public interest, may declare void any securities issued, or any assumption of securities made in violation of this chapter. Any such declaration shall not be construed as a bar to the recovery, by an innocent holder-for-value of such securities, of any losses sustained by reason of the wrongful acts of the issuing or assuming public utility.”

Exc. at 2 (citing 66 Pa.C.S. § 1904).

what a prepayment is and how interest should be applied, and failure to consider the Title 66 evidence will be considered a violation of due process. Exc. at 3.

3. Complainant's Exceptions 4 and 7: Acceptable Form of Payment

In her fourth and seventh Exceptions, the Complainant argues that the ALJ incorrectly determined that she did not pay her UGI Gas bill by check. The Complainant asserts that “[a]s Respondent [UGI Gas] is issuing instruments to Complainant with a monetary value and listing Complainant as payee, these are certified checks and a valid form of payment.” The Complainant contends that she provided testimony on the record regarding how checks are defined in “PA Title 13 [UCC],” but that the testimony was suppressed. Additionally, the Complainant avers that UGI Gas has not denied that “an application was provided, that an endorsed instrument was mailed, [and] that instructions were given for the account.” Finally, the Complainant maintains that prepayment was provided to UGI Gas and compensation was provided for services rendered. Exc. at 2.

D. UGI Gas' Reply Exceptions

In its Reply Exceptions, the Company argues that the Commission should deny the Complainant's Exceptions because they are without merit. UGI Gas submits that “the Commission should adopt the ALJ's well-reasoned Initial Decision, without modification, and dismiss the Complaint with prejudice.”¹⁵ R. Exc. at 1-2, 7.

¹⁵ The ALJ did not dismiss the Complaint, with prejudice. *See* I.D. at 12, 14. Accordingly, the Company's request that the Complaint be dismissed, with prejudice, would require modification of the Initial Decision, and is not responsive to the Complainant's Exceptions. *See* 52 Pa. Code § 5.535(a), indicating, in pertinent part, that replies to an exception “may not raise new arguments or issues, but be limited to responding to the arguments or issues in the exception.” Accordingly, we will not consider UGI Gas' procedurally inappropriate request for dismissal of the Complaint, with prejudice.

1. Reply to Complainant's Exceptions 1 and 6: Burden of Proof

UGI Gas argues that the ALJ correctly considered the authority within the Commission's jurisdiction and properly found that the Complainant failed to meet her burden of proving that the Company violated the Code, the Commission's Regulations, or a Commission Order. R. Exc. at 2 (citing I.D. at 13). Specifically, UGI Gas avers that the Complainant did not prove that the Company failed to provide her with reasonable service. Additionally, UGI Gas contends that the Complainant's references to Sections 66 Pa.C.S. §§ 1305, 1901, and 1904 of the Code, regarding Securities, are irrelevant to the Complaint. R. Exc. at 3 (citing 66 Pa.C.S. § 1305; 66 Pa.C.S. § 1901; 66 Pa.C.S. § 1904). UGI Gas further avers that the Complainant's claims about her bills were bald assertions that were unsupported by facts, and that the Complainant misunderstands which authorities apply to her Complaint. R. Exc. at 3-4.

According to UGI Gas, much of the authority that the Complainant relies upon requires interpretation of questions arising under the UCC, which is outside of the Commission's jurisdiction. R. Exc. at 4. UGI Gas submits that the Commission's jurisdiction is limited, and it must only hear complaints regarding the Code, or the Commission Regulations and Orders. *Id.* (citing *Alkhatib*). UGI Gas maintains that the ALJ acted properly within the bounds of the Commission's jurisdiction by finding that the Complainant failed to meet her burden of proof. R. Exc. at 4.

2. Reply to Complainant's Exceptions 2, 3, 5, 8-10: UGI Gas Bills

UGI Gas contends that the ALJ properly considered and rejected the Complainant's claim that she was incorrectly billed for gas service and that she has a positive balance on her account. According to UGI Gas, 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." R. Exc. at 4 (citing

I.D. at 12). UGI Gas also argues that while the Complainant alleged that her application for gas service was itself a deposit that served as her “security collateral,” she also admitted that she did not render payment to UGI Gas as part of her application.

R. Exc. at 5 (citing Tr. at 25-26). Moreover, UGI Gas asserts that the Complainant’s UGI Gas account statement was entered into the evidentiary record and it reflected the charges and payments on the account. Additionally, UGI Gas points out that the Company’s witness, Ms. Wynn, testified that the Complainant had an unpaid account balance due of \$660.70. R. Exc. at 5 (citing Tr. at 38). UGI Gas concludes by averring that the Complainant is required to pay UGI Gas for the gas service she consumes. R. Exc. at 5.

3. Reply to Complainant’s Exceptions 4 and 7: Acceptable Form of Payment

UGI Gas asserts that despite the Complainant’s claims that the ALJ erred in finding that her payment instrument was invalid, utilities are permitted to limit the forms of payment they will accept. R. Exc. at 5 (citing *Coppedge*). In addition, UGI Gas claims that to the extent that the Complainant’s position relies upon assertion of the UCC, such claims are outside of the Commission’s jurisdiction. R. Exc. at 5-6 (citing *Alkhatib; Coppedge*). Finally, UGI Gas cites to the testimony of Ms. Wynn to support its position that the letter submitted by the Complainant was not a valid form of payment, as valid forms of payment accepted by the Company are limited to cash, certified check, a money order, a validated check, or payment by credit card. *Id.* at 6.

E. Disposition

We advise the Parties that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consl. Rail Corp. v. Pa. PUC*,

625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).¹⁶

In this case, we will adopt the ALJ's Initial Decision. We agree with the ALJ's determinations that Ms. Bradley did not meet her burden of proving that UGI Gas (1) failed to provide reasonable and adequate customer service; or (2) failed to comply with the Commission's order, regulations or the Company's tariff.

At the outset, we must reject the Complainant's overarching allegation that the Commission is responsible to ensure that UGI Gas complies with the laws of the Commonwealth and the United States, because such enforcement is inconsistent with the limits of the Commission's jurisdiction. Jurisdiction relates solely to the competency of the particular court or administrative body to determine controversies of the general class to which the case then presented for its consideration belongs. *Riedel v. The Human Relations Comm'n of the City of Reading*, 739 A.2d 121 (Pa. 1999). Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992), *alloc. denied*, 637 A.2d 293 (Pa. 1993).

The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly and contained in the Code. *Shedlosky v. Pa. Elec. Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977); *Norfolk Southern Ry. Co. v. Pa. PUC*, 875 A.2d 1243 (Pa. Cmwlth. 2005). The Commission must act within, and

¹⁶ *See also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlth. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012), citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlth. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order.

cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. PUC*, 43 A.2d 348 (Pa. Super. 1945); *Behrend v. Bell Tel. Co.*, 363 A.2d 1152 (Pa. Super. 1976).

In this case, we agree with the ALJ that the Commission does not have the authority to resolve disputes concerning the UCC, federal statutes, or federal regulations. *See* I.D. at 12. As UGI Gas correctly observes in its Reply Exceptions, the Commission must act within its jurisdiction and may only hear complaints regarding the Code, Commission regulations, or Commission orders. *See* 66 Pa.C.S. § 701; *See also* R. Exc. at 4 (citing *Alkhatib*). Consequently, we must reject Ms. Bradley’s claims predicated upon the Commission’s application of UCC, Title 15 of the United States Code, *Commerce and Trade*, and Title 18 of the United States Code, *Crimes and Criminal Procedure*, because resolving the Complainant’s dispute based upon these statutes would exceed the Commission’s authority. *See* Tr. at 20-24; Exc. at 1.

Consistent with our jurisdictional authority, where Ms. Bradley’s Complaint, testimony, and Exceptions rely upon the Commission’s interpretation and enforcement of provisions of the UCC and federal statutes, they will not be considered in our disposition. *See* Complaint at 3 (citing 15 U.S.C. § 1666 [*Correction of billing errors*]); Answer to POs at 2 (citing various provision of “Title 13” [UCC]); Tr. at 12 (citing 13 Pa.C.S. § 3604 [*Discharge by cancellation or renunciation*]); Tr. at 22 (citing 18 U.S.C. § 473 [*Dealing in counterfeit obligations or securities*]); and Tr. at 23-24 (citing 18 U.S.C. § 1962 [*Prohibited activities*] and 18 U.S.C. § 894 [*Collection of extensions of credit by extortionate means*]); Tr. at 30 (citing 13 Pa.C.S. § 3310 [*Effect of instrument on obligation for which taken*]); and Tr. at 51-53 (citing 13 Pa.C.S. § 3104 [*Negotiable instrument*]).

1. Complainant's Exception Nos. 1 and 6: Burden of Proof

As a threshold matter, we note that Ms. Bradley's Exceptions do not engage with the ALJ's conclusion that Ms. Bradley did not meet her burden of proving that UGI Gas failed to provide her with reasonable and adequate customer service. *See* I.D. at 10-12 (citing 66 Pa.C.S. § 1501). However, the Complainant cites to various sections of Code, including 66 Pa.C.S. § 1305, *Advance Payment of Rates* (Section 1305 of the Code), and Chapter 19 of the Code, 66 Pa.C.S. §§ 1901-1904, *Securities and Obligations*, and argues that UGI Gas has violated those sections through its conduct. We disagree.

First, we find no merit to the Complainant's arguments that UGI Gas violated Section 1305 of the Code, 66 Pa.C.S. § 1305, because the record demonstrates that she did not make an advance payment to UGI Gas. The Complainant's claims that she made an advance payment appear to rely upon acceptance of her argument that by virtue of applying for gas service from UGI Gas in 2017 or 2018, she created a "security collateral" that operated as an advance payment to UGI Gas. Tr. at 11-12; Exc. at 1. Notwithstanding that the Complainant's argument would require the Commission to engage in the extra-jurisdictional interpretation and application of the UCC, which we will not engage in, the record evidence refutes the Complainant's claim. At the hearing, UGI Gas' witness, Ms. Wynn, testified that the Company did not require an advance payment or a security deposit from Ms. Bradley. Tr. at 38. Additionally, the Complainant admits that she did not make a payment to UGI Gas at the time of her application for service. *Id.* at 26. Accordingly, as it is inapplicable here, the Complainant has failed to prove that UGI Gas violated Section 1305 of the Code.

Likewise, we find no merit to the Complainant's arguments that UGI Gas violated any provisions of Chapter 19 of the Code, *Securities and Obligations*, which relates to obligations that utilities must undertake with respect to issuing and assuming

securities, as it is also inapplicable in this case. We note that the Complainant asserted that she is in a consumer credit transaction with UGI Gas for her personal family or household use. Tr. at 16. Additionally, the Company expressly rejected any security interest that the Complainant attempted to convey, by letters issued in February of 2024. *See* UGI Gas Exh. 6 at 1-2. Moreover, no securities certificate evincing UGI Gas' issuance or assumption of securities with the Complainant or her principal is on file with the Commission. *See* 66 Pa.C.S. § 1901. In summary, as Chapter 19 of the Code is inapplicable in this case, the Complainant's claims that UGI Gas violated Chapter 19 are without merit.

Based upon the discussion, *supra*, we will deny the Complainant's first and sixth Exceptions because we conclude that the ALJ properly determined that the Complainant failed to meet the requisite burden of proof.

2. Complainant's Exception Nos. 2, 3, 5, 8-10: UGI Gas Bills

We will also deny the Complainant's Exception Nos. 2, 3, 5, and 8-10 because we agree with the ALJ that UGI Gas did not incorrectly bill the Complainant. Our conclusion is based upon the evidence that UGI Gas provided at the Initial Hearing. Specifically, UGI Gas provided a Statement of Account for the Complainant's UGI Gas account, which reflected the Complainant's payment history and indicated a total balance due in the amount of \$660.76. UGI Gas Exh. 1. Additionally, UGI Gas presented the testimony of Ms. Wynn, who explained the basis and calculation of the Complainant's account balance. *See* Tr. at 37-38.

In turn, the Complainant neither disputed her billed usage for gas service, nor the Company's calculation of her account balance. Instead, the Complainant generally alleges that she made payment to UGI Gas by way of her principal's security interest that was created when she opened her UGI Gas account, which the Complainant

requests be used “to cover all debts and obligations that are owed to UGI.”¹⁷

See Tr. at 11-12; Exc. 2. The Complainant also contends that UGI Gas is issuing instruments to her with a monetary value and listing her as payee, and she avers that these are certified checks and a valid form of payment. Exc. at 2. UGI Gas indicated that the Complainant’s alleged forms of payment were not valid or acceptable and that the Company advised the Complainant of acceptable payment methods. Answer at 2; Tr. at 40; R. Exc. at 6.

As discussed more thoroughly, *infra*, we do not find that UGI Gas’ unwillingness to accept the Complainant’s alleged forms of payment was unreasonable. As UGI Gas did not accept the Complainant’s purported payments made through a security interest or an instrument, we do not find that the Complainant proved that she paid UGI Gas for any portion of the \$660.76 balance reflected on her account at the time of the Initial Hearing. Accordingly, we find that the Complainant failed to prove that UGI Gas billed her incorrectly.

Finally, although the Complainant asserts in her tenth Exception that she has been denied due process because the ALJ failed to mention the “Title 66” evidence she submitted, we find no merit to this claim. See Exc. at 2. The *Prehearing Order* informed the Parties of the process for submitting documents or exhibits at the hearing, and it expressly indicated, *inter alia*, that: (1) “attachments to your Complaint or Answer are not admitted into the record unless submitted separately;” (2) intended exhibits should be served upon the ALJ and all parties, and a certificate of service verifying such service should be filed with the Commission’s Secretary’s Bureau; and (3) pre-served exhibits

¹⁷ The Complainant testified that over the last four or five years, she was making payments to the Company in cash, through her income; however, Ms. Bradley now asserted that she has certain rights due to her in the context of her consumer credit transaction with UGI Gas. As a result, the Complainant asserted that she no longer wants to use her income to pay UGI Gas for service, and that she wished to “redress the contract that I have [she has] with UGI” but the Company refused. See Tr. at 16.

should be available at the hearing. *Id.* Despite the *Prehearing Order's* clear directives, there is no certificate of service demonstrating that the Complainant served proposed exhibits or evidence upon the ALJ and UGI Gas. Additionally, the transcript from the Initial Hearing bears no indication that the Complainant identified or proffered any proposed exhibits or documents at the Initial Hearing. On these facts, we cannot conclude that the Complainant was denied due process.¹⁸

Based on the foregoing, we will deny the Complainant's Exception Nos. 2, 3, 5, and 8-10 because we conclude that they are without merit.

3. Complainant's Exception Nos. 4 and 7: Acceptable Forms of Payment

As noted above, upon our independent review of the Company's Tariff No. 7, it is unclear where, in the Company's tariff, that its acceptable methods of payment are outlined. Accordingly, we shall modify the Initial Decision, including Finding of Fact No. 16, to remove any reliance upon the Company's Tariff No. 7 with respect to the Company's accepted methods of payment. Currently, Finding of Fact No. 16, on page 7 of the Initial Decision reads, as follows:

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).

However, we shall modify Finding of Fact No. 16 to read:

Respondent notified Complainant that the only form of payment it can accept are cash, certified check, money order,

¹⁸ To the extent that the Complainant intended "Title 66" to reference the Code, we note that this Opinion and Order addresses the Complainant's Exceptions alleging violations of the Code.

validated check or payment by credit card. (Tr. 40-43; UGI Exhibits 3, 6).

Moreover, we strongly encourage UGI Gas to file a tariff supplement to more clearly specify, in its Tariff No. 7, the forms of payment that the Company will accept from its customers.

Notwithstanding the above, we shall deny the Complainant's fourth and seventh Exceptions because we conclude that the ALJ correctly determined that the Complainant failed to pay her UGI Gas bill using a reasonable and therefore, acceptable form of payment. In this case, the record indicates that by way of its letter to the Complainant dated March 12, 2024, UGI Gas expressly declined the type of payment that the Complainant purported to offer. Tr. at 39-41; UGI Gas Exh. 6. Additionally, the Company's letter also expressly identified acceptable forms of payment as cash, certified check, money order, a validated check, or payment by credit card. *See* UGI Gas Exh. 6. As precedent and guidance provided by the Commission's Regulations establishes that jurisdictional utilities may establish reasonable acceptable payment methods, we conclude that the ALJ appropriately determined that UGI Gas did not violate the Code, the Commission's Orders, Regulations, or the Company's tariff when it insisted that the Complainant pay her bill using an acceptable method. *See* I.D. at 12-13.

From a precedential standpoint, and as recognized by UGI Gas, the Commission has previously determined that jurisdictional utilities are permitted to limit the forms of payment they will accept. *Coppedge* at 10 (affirming the ALJ's conclusion that the reasonableness of payment method is within the Commission's authority); *Alkhatib* at 7; *See also* R. Exc. at 5 (citing *Coppedge*). We are also guided by the "methods of payment" provision of the Commission's Regulation at 52 Pa. Code § 56.94, *Procedures immediately prior to termination*. Specifically, although 52 Pa. Code § 56.94 does not specifically address the forms of payment which a utility is required to accept

from a customer as payment for services rendered, as it relates to termination of service, the Regulation does provide that a customer may avoid termination if payment in full is tendered in any “reasonable manner.” *See* 52 Pa. Code § 56.94(2). The decision as to the reasonableness of the Complainant’s method of payment is within the Commission’s authority. *See Alkhatib* at 7. In this case, there is nothing in the Complainant’s Exceptions that has caused us to find that UGI Gas’ determination to limit acceptable forms of payment to cash, certified check, money order, a validated check, or payment by credit card is unreasonable. Accordingly, we will deny the Complainant’s Exceptions Nos. 4 and 7.

For the foregoing reasons, we shall deny the Complainant’s Exceptions, adopt the Initial Decision, as modified, and dismiss the Complaint.

III. Conclusion

Based upon our review of the ALJ’s Initial Decision, and the Exceptions and Replies thereto, we shall deny Ms. Bradley’s Exceptions and adopt the ALJ’s Initial Decision, as modified, consistent with this Opinion and Order; **THEREFORE:**

IT IS ORDERED:

1. That the Exceptions of Jeniqua Bradley, filed on August 14, 2025, to the Initial Decision of Administrative Law Judge Katrina L. Dunderdale, issued on July 17, 2025, at Docket No. F-2024-3052211, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Katrina L. Dunderdale, issued on July 17, 2025, at Docket No. F-2024-3052211, is adopted, as modified, consistent with this Opinion and Order.

3. That the Formal Complaint of Jeniqua Bradley, filed on November 14, 2024, at Docket No. F-2024-3052211, is dismissed, consistent with this Opinion and Order.

4. That this proceeding shall be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large, stylized initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: September 25, 2025

ORDER ENTERED: September 25, 2025