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February 18, 2026

**VIA ELECTRONIC FILING**
Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Erin Brenner v. Philadelphia Gas Works; Docket No. C-2025-3054534

Dear Secretary Homsher:

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

Sincerely,

/s/ Tracy Tripp
Tracy Tripp, Esquire

Enclosure

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

**PHILADELPHIA GAS WORKS**
800 West Montgomery Avenue • Philadelphia, PA 19122

## CERTIFICATE OF SERVICE

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

**VIA FIRST CLASS & ELECTRONIC MAIL**

Erin Brenner
6335 Carnation Street, Apt. B
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*/s/ Tracy Tripp*

Date: February 18, 2026

Tracy Tripp, Esquire

**BEFORE THE**
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

| | | |
|---|---|---|
| Erin Brenner, | : | |
| Complainant, | : | |
| v. | : | Docket No. C-2025-3054534 |
| | : | |
| Philadelphia Gas Works, | : | |
| Respondent. | : | |

**PHILADELPHIA GAS WORKS'**
**EXCEPTIONS TO INITIAL DECISION**

Pursuant to 52 Pa. Code §5.533, the Philadelphia Gas Works ("PGW" or "Respondent") hereby submits the following Exceptions to the Initial Decision in this matter issued on January 29, 2026 ("Initial Decision").

## I. INTRODUCTION

On April 10, 2025 Erin Brenner ("Ms. Brenner" or "Complainant") filed a Formal Complaint ("Complaint") with the Pennsylvania Public Utility Commission ("Commission") against PGW wherein she disputed, *inter alia*, her legal responsibility to pay for charges that had accrued at a prior service address from 2018 through 2020.[1]

On April 30, 2025, PGW filed its Preliminary Objections and Answer with New Matter wherein it argued that Ms. Brenner's complaint was time-barred, and that the Commission lacked jurisdiction to hear the action under Pa. C.S. 66 §3314. PGW further denied any other service, quality or billing issues alleged by Complainant.

On May 8, 2025, Complainant filed a response to PGW's preliminary objections.

On May 19, 2025, presiding officer Administrative Law Judge Emily Farren ("Presiding Officer" or "ALJ") issued an interim order holding the Preliminary Objections in abeyance and scheduling an evidentiary hearing.

A telephonic evidentiary hearing was scheduled for July 10, 2025.

On July 2, 2025, PGW requested a continuance of the evidentiary hearing, and it was rescheduled to October 22, 2025.

[1] Between filing and the hearing date, Complainant discontinued gas service, mooting the shut-off and payment arrangement portions of her complaint.

On October 22, 2025, the hearing convened as scheduled before ALJ Farren; both parties participated. Complainant appeared *pro se*, testified on her own behalf and offered one exhibit. PGW appeared, represented by counsel, presented one witness, and sponsored six exhibits.

On November 10, 2025, the record closed upon receipt of the transcript.

By Secretarial Letter dated January 29, 2026, the Commission served PGW with the Initial Decision.

## II. EXCEPTIONS

1. The ALJ Erred in Applying the Incorrect Statute of Limitations and not Dismissing the Complaint.

"The Public Utility Code contains two sections establishing statutes of limitations. In 66 Pa.C.S. § 1312, the Commission may order refunds of overcharges only for amounts paid within four years of the filing of the complaint. The Code also contains a general statute of limitations of three years that applies to other kinds of action. 66 Pa.C.S. § 3314(a)." *Goss v. UGI Corporation*, C-0093559, 82 Pa.P.U.C. 127, 1994 (Pa.P.U.C.). *Goss* goes on to describe §1312 as a separate and narrower statute of limitations than the statute of limitations found at 66 Pa.C.S. §3314, which states in pertinent part:

> **(a) General rule.--**No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part.

In the Initial Decision, the ALJ incorrectly relies on §1312.[2] Rather than a case regarding refunds – both parties agree the disputed monies have not been paid – the "matter or thing" being prosecuted by Complainant in this case is PGW's alleged failure to terminate Complainant's gas service when she called PGW and asked it do so. She is not alleging overbilling, or even seeking a credit. Her argument is that she should not bear legal responsibility for the contested bills at all, because they were issued after she allegedly called to cancel her service. Therefore, this dispute falls squarely under §3314 and application of §1312 is error.

[2] Initial Decision at p.8; 16-17.

It is undisputed that on March 27, 2020, the Complainant contacted PGW, and that during that call, PGW removed her name from the gas service at Arthur Street and began gas service in her name at Eadom Street.[3] It is also uncontested that during that call, the Complainant entered a dispute with PGW because she, "had moved out of Arthur Street two years ago."[4] Pursuant to 52 Pa. code §56.151, PGW issued its determination and report on the dispute to the Complainant via letter dated April 14, 2020.

Applying §3314, three years from March 27, 2020, would be March 27, 2023. Tolling for the 18 days PGW had the dispute adjusts the run-date to April 14, 2023. The instant complaint was not filed until April 10, 2025; it should be dismissed as time-barred.[5]

2. The ALJ Erred in Finding Complainant's Billing Dispute Was "Ongoing" and Therefore Tolled the Statute of Limitations.

In the Initial Decision, the ALJ held that, "…the issue related to the Complainant's incorrect billing dispute was clearly an ongoing issue. Therefore, the ongoing dispute process tolls the statute of limitations."[6] This holding is error as it is not supported by substantial evidence, misconstrues the procedural details of the case, and would create a standard that does not exist anywhere in the applicable statutes or regulations if upheld.

The evidence put forth in the Initial Decision to support the finding that the dispute was ongoing is that "the Complainant and the company continued to have contact regarding the Complainant's incorrect billing dispute," that the April 14, 2020 letter "provided no basis for further scrutiny by the Complainant," and that PGW reactivated a balance from 2021 in 2024.[7]

To the contrary, the dispute was not "ongoing" – PGW and Complainant did not have contact for months and years at a time. As discussed further below, Complainant did not file a

[3] PGW Exh. 1, p.8.
[4] *Id.*
[5] Even assuming, *arguendo*, that §1312 did apply, four years from the date of the filing of Ms. Brenner's instant complaint would be April 10, 2021, well after any of the Arthur Street balance had accrued.
[6] Initial Decision at p.17.
[7] *Id*. at pp.16-17.

complaint with the Commission regarding the disputed Arthur Street balance until April 10, 2025, well after the appropriate statue had run.[8]

It is uncontested that Complaint first disputed her responsibility for the Arthur Street balance with PGW in March 27, 2020, after she requested gas service at Eadom Street.[9] Pursuant to 52 Pa. code §56.151, PGW issued its determination and report on the dispute to the Complainant via letter dated April 14, 2020. That letter, while admittedly containing a date error[10], clearly stated that the company found she was responsible for the disputed bill and, crucially, contained **both** 1) a telephone number and mailing address where Complainant could have, if confused, contacted PGW for "additional information regarding the content in this letter" and 2) explicit instructions on how to file an informal complaint with the PUC if she did not agree with PGW's findings.[11] There is no evidence that Complainant contacted PGW for further information or filed an informal appeal of the 2020 determination of responsibility.

After her internal dispute was denied, Complainant did not pursue any further redress for the balance transfer from Arthur Street for almost a year, the entire time she was the customer of record at Eadom Street. During that time she enrolled in PGW's Customer Responsibility Program[12], indicating to PGW that she had accepted the April 14, 2020 determination. Gas service was taken out of Complainant's name at Eadom Street on April 9, 2021, when a new tenant called to begin gas service in their name.[13] Complainant then spent years residing at an address without gas service in her name and only revived this dispute in 2024, when she was faced with termination.[14] Although informed when she began service at Carnation Street in May 2024,[15] that her $3,109.48 balance from 2021 – i.e. Eadom Street – would be reactivated,

[8] The ALJ cites to *Core Communications, Inc. v. Verizon Pennsylvania*, C-2011-225370, to support her application of §1312, however, that opinion is inapplicable to the instant case. *Core v. Verizon* dealt with, *inter alia*, refunds between utility service providers pursuant to interconnection agreements, not residential service complaints, and the cited passage holds that certain amendments to pleadings, such as Verizon's Counterclaims, toll the statute of limitations. Firstly, this is not a refund case, and secondly, Complainant filed no pleadings within the statute of limitations, so tolling does not apply regardless of statute.
[9] PGW Exh. 1, p. 8.
[10] Initial Decision at p.16, PGW Exh. 1, p.8
[11] PGW Exh. 1, p. 9.
[12] Tr. at pp.28; 58-59.
[13] PGW Exh. 6, p.1.
[14] Tr. at p. 25.
[15] Complainant's lease at the Carnation St. service address actually began on April 17, 2024, but her first call to request service was May 6, 2024. *See* PGW Exh. 5, p. 2.

Complainant did not immediately enter a dispute. Only in November 2024, when her gas was scheduled to be terminated, was any dispute forthcoming.[16] Complainant, upon receipt of the November 2024 PGW utility report letter, did file an informal complaint with the Commission on December 11, 2024. This complaint *would* have tolled the statute of limitations[17], but at this point, her rights to dispute the Arthur Street balance under § 3314 had already lapsed in 2023.[18] Complainant again failed to follow-up on the informal dispute, but filed a formal complaint in April of 2025, after receiving another shut-off notice. Complaint at ¶4.

This procedural timeline does not substantiate the finding that the Arthur Street dispute was ongoing. It ended in April of 2020, when Complainant failed to follow up on her company dispute with any informal or formal Commission complaint. The ALJ suggests that the date defect in the April 2020 letter/utility report and lack of balance information present in the letter itself[19] "provided no basis for scrutiny" from the Complainant. PGW respectfully suggests the error in question is so obvious, and the rest of the report's language – including detailed appellate rights – so clear, that it simply defies belief that Complainant could read it and believe her dispute had been resolved in her favor and cause her to forgo her appellate rights. Similarly, just because Complainant had her unpaid balance from Eadom Street (aka the "2021 balance") reactivated in May 2024 when she began gas service at Carnation Street, that fact alone doesn't

[16] PGW Exh. 7, p.1. *See also* PGW Exh. 5, p.3 ("cc advised old balance is from 2021"). It is PGW's position, as is clear from the November 2024 utility report and submitted contacts, that Complainant's second company-dispute was in regards to accrued charges at Eadom Street between the time Complainant moved out to the time gas service was requested by the next customer. The testimony at the hearing did not help clarify this point. Regardless, since the statute of limitations on the Arthur Street balance had long since run even in November 2024, nothing changes in the analysis if this subsequent company dispute is also treated as a dispute of the Arthur Street balance.

[17] Again, assuming without conceding for the sake of argument, as it seems the ALJ did, that this informal complaint also related to responsibility for the unpaid Arthur Street balance.

[18] Complainant is very clear in her Complaint that she is only disputing responsibility for the 2018-2020 Arthur Street usage; the ALJ's Initial Decision specifically cites to the "2021" balance. *See* Initial Decision at 17. There is no record evidence to show what monies accrued at which address, or how much of the original balance, if any, was forgiven via Complainant's CRP participation. PGW did not provide payment history information for these time periods as it was not relevant to the Complaint. PGW would respectfully take this opportunity to suggest that, going forward, in situations where the Presiding Officer wishes to gain more insight from the parties before ruling on pre-hearing motions that could prove dispositive, it may behoove the Officer or Commission to schedule a separate date to address the motions *prior* to the evidentiary hearing so that all parties may have certainty around the scope of the litigation as well as the extent of the evidence necessary for the relevant arguments.

[19] It is worth noting that the letter does, in fact, state that a statement of account is included. PGW. Exh. 1, p.8. While PGW did not present that attachment as part of the exhibit, and so cannot argue one way or the other that it was, in fact, included in the mail sent to Complainant, its absence further rebuts the ALJ''s argument that the letter would have not provoked Complainant's scrutiny, and somehow encouraged her assumptions that the Arthur Street dispute was resolved in her favor.

provide substantial evidence that the Arthur Street dispute was somehow ongoing – *especially* when Complainant did not immediately file any sort of complaint in May, upon hearing she had a $3,000+ write-off balance.

If the holding of the Initial Decision is accepted, it would create a new, overbroad standard for tolling the statute of limitations. Currently, either statute of limitation may be tolled by filing an informal complaint with the PUC or by equitable estoppel. *See* *Marisa Diaz-Willis v. PGW,* F-2023-3045048, 2025 WL 636850, at 4 (Feb. 20, 2025). Equitable estoppel only applies if a defendant's fraud or concealment causes a complainant to neglect timely pursuit of their rights. *Id*.

Here, there is no tolling due to estoppel. The ALJ concluded "that the April 14th Letter provided no basis for further scrutiny by complainant;" however, she also found that there was no fraud or misrepresentation by PGW.[20]

Likewise, there should be no tolling due to any notion that this dispute was in any way "ongoing" – the only record evidence that exists of any PUC complaint being filed by Complainant is, generously, from December 11, 2024, well after the applicable statute of limitations would have run on Arthur. Notably, even though Complainant's informal complaint was dismissed in February 2025, she did not file a timely appeal of that decision, and did not characterize this complaint as an appeal of her December informal complaint, further cementing that the true instigation of this specific prosecution – a dispute around the cancellation of service and subsequent legal responsibility for accrued usage – began in April 2025. This case should be time-barred.

If the Initial Decision's holding defining this matter – that is, at the act of filing serial company disputes, not even necessarily on the same matter, and years apart – as an "ongoing" dispute, despite the absence of any filings before the PUC– and is upheld, the Commission will be creating a new, unworkable tolling standard, not supported by any statute or regulation, and opening the door to endless litigation of stale and potentially obstructionist claims, the very problem statutes of limitations are designed to prevent.

[20] Initial Decision at pp.16; 19.

3. The Factual Determination that Complainant Called to Cancel Gas Service in 2018 Is not Substantially Supported by Record Evidence and Should Be Reversed.

Complainant testified that she called PGW to terminate service at Arthur Street at some point, but does not supply an exact date, or year. PGW has no record of any such call.[21] Complainant did not produce any corroborative evidence, such as phone records, emails, texts[22] or testimony or affidavit from a third-party.

"Decisions must be supported by substantial evidence in the record; more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. Pennsylvania Pub. Util. Comm'n, Bureau of Investigation & Enf't, No. C-2024-3049873, (Aug. 14, 2025)(internal citations and quotations omitted).

Complainant's bare assertion, with nothing else, should not be enough to meet this burden.[23] This is true even if the Complainant is found to be credible.[24] The Commission has long held that no matter how honest or strong a complainants' assertions are, they still needed to support their claims with evidence; mere, bald assertions, personal opinions or perceptions do not constitute enough evidence to prevail on a claim.[25]

PGW would also respectfully argue that Complainant was not credible. Credibility is not just about truth-telling vs. intentional falsehood, it is also about the reliability of testimony – that is, a person can be honest, without being credible. At the time that the Complainant moved out of Arthur Street, she was dealing with a boyfriend with whom she was in a dispute,[26] dealing with a situation that was abusive,[27] and being kicked out of her home by the landlord, who was

[21] Tr. 54.
[22] Complainant testified that she had text messages regarding her lease termination, but not the cancellation, at Arthur Street. Ultimately, Ms. Brenner did not provide them either with her Complaint, or, to PGW's knowledge, as late-filed exhibits after the hearing. Tr. 14-18.
[23] *See* Kenneth James Arthurs v. Pen. Elec.Co., No. C-2018-3005331, (Jan. 8, 2020)("Complainant's uncorroborated testimony is insufficient to support his factual averments. Even a pro se complainant must provide relevant and necessary information."(internal citations omitted)).
[24] *See, e.g.,* Rick Iadeluca v. Pen. Elec. Co., No. F-2015-2482361 (Sept. 15, 2016)("The ALJ found the Complainant's testimony to be credible, but noted that the testimony alone is insufficient to satisfy his burden of proof to demonstrate that Penelec violated [regulations].")
[25] Marion Butler v. PGW, No. F-2015-2465407 (Order entered on April 21, 2016), citing Pennsylvania Bureau of Corrections v. City of Pittsburgh, 516 Pa. 75, 532 A.2d 12 (1987); Cuthbert v. City of Philadelphia, 417 Pa. 610, 209 A.2d 261 (1965); and B & K Inc. v. Commonwealth Department of Highways, 398 Pa. 518, 159 A.2d 206 (1960).
[26] Tr. 14.
[27] Tr. 38.

her boyfriend's mother.[28] Despite everything that was going on at the time, the Complainant maintains that she called PGW "multiple" times and asked for the gas at Arthur Street to be taken out of her name.[29] This is belied both by PGW's lack of any record of even **one** such call, her own admission that she did not change her address from Arthur Street until November of 2018[30], although she left sometime before the end July of 2017 or 2018[31], along with the uncontested facts that she left Eadom Street *also* without cancelling her service, and began service at Carnation Street roughly three weeks after her lease began.[32] Complainant's testimony in general is replete with contradictions, amendments, and factual errors and corrections, even when being questioned non-adversarially by the ALJ, rather than cross-examined.[33] Such unreliable testimony should not be deemed credible, no matter how earnest or sympathetic, and is also precisely why a stringent reading of the statutes of limitations should be upheld.

4. The ALJ Erred in Finding that PGW Failed to Conduct the Appropriate Legal Responsibility Analysis under §56.35(a)

The ALJ found that PGW did not conduct a proper analysis under §56.35(a), however, that is not the controlling statute for the instant case. *See, e.g.* *Tiffany Wolfe v. Philadelphia Gas Works*, No. C-2012-2315775, (Oct. 17, 2013).[34]

Complainant is legally liable for services rendered at her prior address(es) under both PGW's approved Tariff and §56.16, which states in pertinent part:

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[28] Tr. 14.
[29] Tr. 19.
[30] Complainant Exh. 1
[31] Tr. p.16, ln.6-7; p17, ln. 23-25; p. 18, ln. 1-10.
[32] PGW Exh. 5, p.2
[33] For example, Complainant testified that when she moved into Eadom Street there was, "no bill" (Tr. 19, 20) but later remembers she did, in fact, get a bill, filed a dispute at that address. (Tr. p.30; ln. 14-19.). *See also* Tr. pp.23-26, where ALJ Farren tries to clarify Complaint's address history.
[34] *Wolfe* is directly analogous to the instant case, where Complaint provided proof of change in residence, but not proof of a service cancellation request. "The Complainant continues to assert that the letter from Lindy Property Management Co. and the copies of her driver's licenses, which she provided to PGW, act as proof that she did not live at the service address during the time period in question, and that she should, therefore, not be held responsible for the account balance associated with the gas service provided at the service address during that time period. However, our review of the record does not show that the Complainant ever requested discontinuance of her gas service from PGW when she moved from the service address. Further, there is nothing in the Petition which would suggest that the Complainant otherwise satisfied her burden of proof. Therefore, she is legally obligated to pay for the gas usage that occurred at the service address while the account was active in her name, pursuant to 52 Pa. Code § 56.16(a)." *Id.*

> (a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. […]
>
> (b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

52 Pa. Code § 56.16.

The ALJ found Complainant's testimony that she called to discontinue service credible, which is her prerogative as factfinder; while that credibility determination might lead a factfinder to rule against PGW's position that Complainant is legally responsible under §56.16, and therefore disallow PGW's attempts to collect those monies, it does not follow, *a priori*, that there was a violation of §56.35(a).

Section 56.35 outlines when, *as a condition of furnishing service*, a public utility may require payment of an outstanding balance. To the extent that §56.35(a) may be applied, *arguendo*, to this case, there is no evidence that Complainant was denied service until she paid any of her back balance from Arthur Street, or that she was required to enter a payment arrangement on that balance before being furnished service at Eadom Street in 2020.[35] In so far as the record indicates that she was advised that PGW "had to reactivate [a write/off] to start service" at Carnation Street, in the amount of $3109.48, there is no indication what *if any* of that amount is attributable to the Arthur Street balance, rather than whatever accumulated at Eadom Street.[36] The next provided contact indicates that the balance is from 2021 – within §56.35(a)'s allowable 4-year timeframe.[37] There is no evidence that PGW violated Commission regulations or statutes for this transfer amount.

[35] PGW would also argue that, no matter the current complaint, her enrollment in CRP at that address for her entire balance indicated she accepted that balance at the time, much the way entering a payment arrangement would have indicated acceptance of a balance and disallowed future disputes on those monies.
[36] PGW Exh. 5, p.2.
[37] *Id.* at p.3

5. The ALJ Erred in Applying the *Rosi* Standards and Assessing a Civil Penalty to PGW.

At the outset, because the ALJ applied the incorrect statute of limitations in her Initial Decision, the Complaint cannot be sustained and therefore no penalty would be warranted. Assuming*, arguendo*, that the Commission sustained some or part of the Initial Decision, there is still nothing in the record to support the assessment of a civil penalty.

Assessing a civil penalty is guided by the *Rosi* standards, a ten-factor test codified in 52 Pa. Code § 69.1201.

As for Factor #1, "whether the violation was of a serious nature or whether it was less egregious, such as an administrative or technical error,"[38] as noted by the ALJ, there was no fraud or misrepresentation present, and, should the Commission uphold the factual finding that Complainant called to cancel service, the company's failure to log that call would arise to a technical or administrative error, warranting a lower civil penalty.

As for Factor #2, the lack of personal injury or property damage calls for no, or a smaller civil penalty.

As for Factor #3, PGW's alleged "improper billing" was not intentional and therefore calls for no, or a lower, civil penalty.

The *Rosi* factors characterize conduct as "intentional" vs. "negligent." In her Initial Decision, the ALJ characterized PGW's "improper billing" as intentional, and makes clear that she is basing this on the fact that "PGW failed to produce any evidence Ms. Brenner continued to reside at the Service Address."[39] Ms. Brenner's residence is beside the point in the analysis. Almost by definition, any complainant disputing a bill for service due to a failure to request discontinuation of service will not have resided at the address where the bill accrued. The crux of the complaint is service cancellation and legal responsibility, not billing. Taking Complainant's assertions as true, *arguendo*, there's nothing in the record to conclude PGW intentionally failed to record her request for service cancellation.

[38] 52 Pa. Code § 69.1201(c)(1).
[39] Tr. 19.

Even taking the Initial Decision on its face, "intentional" "improper billing" would be the result of PGW knowingly and intentionally violating a Commission Regulation, other statute, or its own Tariff based on information it had when it was creating the bills at issue.[40] In short, knowing the bills were somehow wrong or misattributed, but issuing them to a customer anyway, and persisting in the error.[41]

Under either framing of the complaint, this factor warrants no, or a lower, penalty.

As to Factor #4, whether PGW made efforts to modify internal practices and procedures to regarding customer billing and balance transfers here is inapplicable; as the instant case hangs upon a he said/she said factual determination and legal interpretation of the statute of limitations, PGW would necessarily need a ruling from the Commission to review and then modify its practices and procedures with new caselaw accordingly.[42]

As to Factor #5, conduct affecting a single customer weighs in favor of a lower penalty.

As to Factor #6, with no record evidence of PGW's compliance history, this weighs in favor of no, or a lower penalty.

As to Factor #7, PGW agrees it is inapplicable here.

As to Factor #8, the amount of civil penalty necessary to deter future violations: deterrence in inapposite here. The ALJ's conclusion rests on the factual finding that Complainant called PGW to terminate service, therefore she was not legally responsible for the gas usage after she vacated the property; PGW has no evidence of cancellation but for Complainant's word, even after an evidentiary hearing. This is insufficient to settle a case or assume wrongdoing. The case, if it had been litigated within the statute of limitations, presented a genuine issue of material fact, appropriate for adjudication, and necessitating a neutral factfinder's decision. Utilities should not be penalized for litigating meritorious defenses.

[40] I.D. at 18; It is also worth noting, there is no indication PGW was provided information regarding Complainant's address change *at the time of her 2020* dispute, rather, the DMV form was provided only in 2024, after the correct statute of limitations on contesting the relevant balance had run.

[41] This is the type of conduct that resulted in the $1,000 civil penalty the ALJ cites from *Shapiro v. PGW* in fn. 51 of her Initial Decision.

As to Factor #9, the case cited by the ALJ is readily distinguishable from the instant matter. First, as previously stated, this complaint centers on Complainant's dispute of her legal responsibility for a balance that accrued at a property after she moved from that property. *Shapiro* was a true billing dispute and the customer's billed usage was self-evidently problematic – 8 straight months of 5 ccfs of usage were recorded, regardless of degree day, and PGW acknowledged there was a system "glitch" but did not properly explain, either to the customer or presiding officer, the cause, extent, or resolution of the glitch and its impact on that Complainant's billing. *See* *Shapiro v. PGW*, F-2012-02318535 (Order and Opinion entered September 18, 2013.). The dissimilarities and greater intentionality in *Shapiro*, as well as the time between decisions, warrant no, or a lower, civil penalty.

## III. CONCLUSION

WHEREFORE, PGW respectfully requests that the Commission grant these Exceptions and reject the conclusions of the Initial Decision consistent with the foregoing discussion and dismiss the Complaint in its entirety.

Respectfully submitted,

/s/ Tracy Tripp
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Date: February 18, 2026

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