

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Harrisburg, Pennsylvania 17120

Bhavesh Patel
v.
Philadelphia Gas Works

Public Meeting held April 30, 2026
3055064-OSA
Docket No. C-2025-3055064

STATEMENT OF VICE CHAIR KIMBERLY BARROW

On May 9, 2025, Bhavesh Patel filed a Formal Complaint on behalf of Hari Shambhu Philly, LLC, against Philadelphia Gas Works (PGW) alleging incorrect charges on the bill, that PGW is threatening to or already has shut off service, and a reliability, safety, or quality of service issue. Mr. Patel explained that he should not be held responsible for an old account from the prior owner.

An evidentiary hearing was held on August 5, 2025, and an Initial Decision was issued on October 31, 2025 denying the Formal Complaint. Mr. Patel has operated a breakfast and lunch restaurant called Sunrise Social at the service address since February 2025.¹ Sunrise Social is part of Hari Shambhu Philly, LLC, a company owned by Mr. Patel.² Sunrise Social is also a franchise, and Aaron Anderson is the franchisor.³ Prior to Sunrise Social's operations, Brunchaholics operated at the service address and had a PGW account.⁴ Mr. Anderson was the franchisor of Brunchaholics and terminated the franchise prior to entering into the franchise agreement with Mr. Patel for Sunrise Social.⁵ The record is devoid of any fact or averments which link Mr. Patel to Brunchaholics or Mr. Anderson prior to the Sunrise Social franchise agreement or February 2025.⁶

Mr. Patel used gas at the service location starting in February 2025, and gas service was subsequently terminated on or about April 22, 2025. Mr. Patel contacted PGW to have gas service restored under the commercial account name of Hari Shambhu Philly, LLC, and was advised that he would be required to pay the outstanding balance of \$12,649 to have gas restored.⁷ The outstanding balance was carried over from the Brunchaholics account.⁸

¹ Hearing Transcript, pg. 12 (August 5, 2025).

² Hearing Transcript, pg. 11 (August 5, 2025).

³ Hearing Transcript, pg. 12 (August 5, 2025).

⁴ Hearing Transcript, pg. 13 (August 5, 2025).

⁵ Hearing Transcript, pg. 14 (August 5, 2025).

⁶ *See e.g.*, Hearing Transcript, pg. 13 (August 5, 2025)(Q: Did you have any business connection, ownership interest or employment connection with Brunchaholics? A: No, not at all.); Hearing Transcript, pgs. 21, 59-60 (August 5, 2025).

⁷ Hearing Transcript, pgs. 18-20, 37 (August 5, 2025).

⁸ Hearing Transcript, pgs. 51-52 (August 5, 2025).

In reviewing the record before us, I find that Mr. Patel made a prima facie case that he should not be held liable for the outstanding balance of the prior tenant, Brunchaholics. PGW did not present any evidence to sufficiently rebut Mr. Patel's prima facie case that he did not have any connection to Brunchaholics or Mr. Anderson prior to the Sunrise Social franchise agreement and prior to when the outstanding bills were accrued. Therefore, I find the Complainant met his burden of proof that he is not responsible for the disputed charges.

April 30, 2026


Kimberly Barrow, Vice Chair