

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

Public Meeting held April 30, 2026

Commissioners Present:

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

Bhavesh Patel

C-2025-3055064

v.

Philadelphia Gas Works

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Bhavesh Patel (Mr. Patel or Complainant), filed on November 20, 2025, to the Initial Decision (I.D.) of Deputy Chief Administrative Law Judge (ALJ) Christopher P. Pell, issued on October 31, 2025, in the above-captioned proceeding. Replies to Exceptions were filed by Philadelphia Gas Works (PGW) on December 1, 2025. In the Initial Decision, the ALJ dismissed the Formal Complaint (Complaint) of Mr. Patel against PGW, for failure of the Complainant to meet his burden of proving that he is entitled to a refund. For the reasons discussed below, we shall deny the Exceptions, consistent with this Opinion and Order.

I. History of the Proceeding

On May 9, 2025, the Complainant filed the instant Complaint with the Commission, alleging that PGW was threatening to shut off, or had already shut off, its gas service at his business, Sunrise Social, which is part of Hari Shambhu Philly, LLC.¹ The Complainant also alleged incorrect charges on his bill and that he is not responsible for bills from the previous owner, Brunchaholics LLC (Brunchaholics), at the service address located on Aramingo Avenue in Philadelphia, PA (Service Address). As relief, the Complainant requested that his service be restored. Complaint at 3.²

On May 30, 2025, PGW filed an Answer to the Complaint. PGW confirmed that it shut off gas service at the service address on April 22, 2025, due to nonpayment of bills under Brunchaholics LLC, for service from February 17, 2023, through April 22, 2025. The Company averred that the service was restored after payment was made. The Company requested that the Commission dismiss the Complaint and deny the request for refund. I.D. at 2; Answer at 1-3.

The ALJ convened a telephonic hearing, as scheduled, on August 5, 2025. Counsel appeared on behalf of the Complainant who presented the testimony of one witness, the Complainant, who testified in support of his Complaint. Counsel appeared on behalf of PGW who presented the testimony of one witness, who sponsored five exhibits, which were entered into the record. I.D. at 2.

¹ Sunrise Social is a breakfast and brunch restaurant. Tr. at 11. Throughout the proceeding, the Complainant has been referred to as “Mr. Patel,” “the Complainant,” and “Hari Shambhu Philly, LLC.” Mr. Patel is the sole owner of the limited liability company Hari Shambhu Philly, LLC. *Id.* For purposes of this Opinion and Order, we shall generally refer to the Complainant as Mr. Patel or the Complainant unless the circumstances dictate otherwise.

² At the hearing, the Complainant requested a refund of the money he paid to have gas service restored at the Service Address. I.D. at 2.

Upon receipt of the transcript of the hearing consisting of sixty-two pages, the record was closed on August 12, 2025. I.D. at 2.

On October 31, 2025, the Commission issued the Initial Decision of ALJ Pell. Therein, the ALJ dismissed the Complaint for failure of Mr. Patel to meet the burden of demonstrating that he should receive a refund of the amount he paid to have service restored at the Service Address. I.D. at 10.

As previously noted, Mr. Patel filed Exceptions on November 20, 2025. On December 1, 2025, PGW filed Reply Exceptions.

II. Discussion

A. Legal Standards

Preliminarily, we note that any issue that we do not specifically delineate or address herein shall be deemed to have been duly considered and denied without further discussion. It is well-settled that the Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741, 744 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217, 1222-1223 (Pa. Cmwlth. 1984).

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof, pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. §332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that PGW 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). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 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 PGW. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission's decision 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. *Norfolk & Western Ry. Co v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the customer shifts to the utility. If the evidence presented by the utility is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the utility. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

B. Initial Decision

ALJ Pell made thirty (30) Findings of Fact and reached six (6) Conclusions of Law. I.D. at 2-6, 9-10. 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.

The ALJ dismissed the Complaint for failure of the Complainant to meet his burden of demonstrating that he should receive a refund of the amount he paid to have service restored at the Service Address. The ALJ noted the Complainant's assertion that

he did not have any affiliation with the prior business tenant at the Service Address, and that he should not have been held responsible for the balance owed under the prior customer's account. I.D. at 8.

On review of the record evidence, ALJ Pell concluded that the Complainant was in business with Mr. Aaron Anderson, who was also the franchisor of Brunchaholics – the prior tenant and business at the Service Address. In support, the ALJ referenced two main parts of the record. First, the ALJ found that Mr. Anderson attempted to have the gas service for Sunrise Social restored under the prior account for Brunchaholics. Second, the ALJ emphasized that either the Complainant or Mr. Anderson reported a gas leak to PGW in an attempt to get a faster response to the application for service. I.D. at 8.

Based on Mr. Anderson's history with Brunchaholics, as well as the combined efforts of the Complainant and Mr. Anderson to have service restored at the Service Address, the ALJ found no error by PGW in holding the Complainant responsible for the accrued balance at the Service Address. Accordingly, the ALJ determined that the Complainant was not entitled to a refund of the amount he paid to have service restored. I.D. at 8-9.

C. Exceptions and Replies

In his first and second Exceptions, Mr. Patel objects to Finding of Fact No. 8,³ which stated: "Aaron Anderson is the Complainant's partner in the franchising of Sunrise Social as the Complainant has franchise agreement with Mr. Anderson." Mr. Patel asserts that the evidence of record does not support the finding that Mr. Anderson was his partner. According to Mr. Patel, the relationship between him and

³ I.D. at 3.

Mr. Anderson is that of franchisor and franchisee, which, the Complainant asserts, is a different relationship than being in a partnership. Exc. at 1.

In his third Exception, Mr. Patel disagrees with the ALJ's conclusion that the Complainant is responsible for the accrued balance at the Service Address and was not entitled to a refund of the amount paid to have the service restored. Mr. Patel submits that the ALJ's finding was based on the erroneous conclusion that Mr. Patel and Mr. Anderson are partners and that their business relationship attributes actions of Mr. Anderson and actions of the prior business, Brunchaholics, located at the same business premises (*i.e.*, the Service Address). Exc. at 1-2.

In its reply to Mr. Patel's first Exception, PGW argues that the Complainant has failed to identify any error in law or fact that would support the reversal of the ALJ's finding regarding Mr. Anderson's and Mr. Patel's business relationship. PGW notes that the ALJ explicitly recognized in Finding of Fact No. 8 of the I.D. that Mr. Anderson and Mr. Patel have a franchisor and franchisee relationship. R. Exc. at 2.

Regarding the second Exception, PGW contends that Mr. Patel failed to identify any error in law or fact to support reversal of the finding that the Complainant and Mr. Anderson were "in business together." R. Exc. at 2 (citing I.D. at 8). In PGW's view, Mr. Patel acknowledged that he and Mr. Anderson have a franchisor and franchisee relationship, "which on its face means they conduct business between themselves, or, in other words, 'together.'" R. Exc. at 2.

In its reply to the Complainant's third Exception, PGW submits that the Complainant failed to identify any error in law or fact pertaining to the finding that the Complainant is not entitled to a refund. PGW notes that the Complainant cites no legal authority in any of the Exceptions, but repeatedly states that the Complainant and

Mr. Anderson are in a franchisee/franchisor relationship, which is a form of business relationship with mutual benefit. R. Exc. at 2.

D. Disposition

The crux of this proceeding is whether the Complainant was responsible for the payment of gas service incurred by Mr. Anderson, a prior franchisee at his Service Address. To determine the responsibility for this payment, we must consider whether the Complainant and Mr. Anderson, the franchisor of both Sunrise Social and the prior franchisee, had an interconnected relationship for purposes of obtaining gas service for the Complainant from PGW. The ALJ found that such a relationship existed and that Mr. Patel was responsible for the accrued balance at the Service Address. We agree.

Mr. Patel's Exceptions challenging the Initial Decision are not persuasive. In the Initial Decision, the ALJ found no error in PGW's determination that Mr. Patel was responsible for the accrued balance at the Service Address and, therefore, was not entitled to a refund of the amount he paid to have service restored. The Complainant objects to the finding that Mr. Patel was a partner with Mr. Anderson and that they were in business together. In the Complainant's view, the record demonstrates that the relationship between Mr. Anderson and Mr. Patel is that of a franchisor and franchisee, which is different than a partnership. However, the Exceptions contain no citations to any legal authority or any references to the record in support of these general conclusory statements.

In contrast, we find there was substantial evidence of a business relationship or connection between the Complainant and Mr. Anderson with respect to the establishment of gas service at the Service Address. Mr. Anderson was the franchisor of Brunchaholics, which had its own account for gas service at the Service Address.

Tr. at 13-14. Thereafter, Mr. Anderson terminated the Brunchaholics franchise and entered into a franchise agreement with the Complainant. Tr. at 14.

The Complainant began operating Sunrise Social in February 2025 at the Service Address. However, the Complainant did not have an account for gas service with PGW when he began operations. While operating Sunrise Social, the Complainant testified that his company used gas at the Service Address during February and March of 2025 to operate grills and fryers and for heat. Tr. at 23, 26. However, the Complainant did not pay the gas bill in February or March of 2025 because he assumed Mr. Anderson, as the franchisor, was paying them. Tr. at 27.

Following the termination of gas service at the Service Address on or about April 22, 2025, the Complainant contacted PGW to initiate an account for service for Sunrise Social. Tr. at 25, 40. On April 23, 2025, Mr. Anderson twice contacted PGW regarding the account for service at the Service Address and inquired if service could be turned on under Brunchaholics' account. Tr. at 41; PGW Exh, 1. On April 25, 2025, Mr. Anderson again contacted PGW to check the status of the application for service at the Service Address. Tr. at 42; PGW Exh. 1.

Also on April 25, 2025, an individual called PGW to report a gas leak at the Service Address. Tr. at 42; PGW Exh. 1. In response, a PGW technician visited the Service Address on the same day to investigate and found the gas was shut off, and that there was not a leak. Instead, the technician learned that the customer of record called to try and get a faster response to have the gas service restored. Tr. at 42-43; PGW Exh. 1.⁴

⁴ In his testimony, Mr. Patel stated that he did not make the call reporting the gas leak, but thought Mr. Anderson had made the call. Tr. at 29. However, the Complainant testified that a call reporting a gas leak was indeed made because PGW did not return calls that Mr. Patel made on a daily basis. *Id.* at 30.

On April 30, 2025, PGW received its first contact from the Complainant under Hari Shambhu Philly, LLC. Tr. at 44; PGW Exh. 1. Thereafter, the Complainant paid the outstanding bill of approximately \$12,649 to have gas service restored at the Service Address. Tr. at 19-20, 37; PGW Exh. 5. On May 17, 2025, PGW turned the gas service on at the Service Address under a commercial account for service for Hari Shambhu Philly, LLC. Tr. at 45; PGW Exh. 1.

During the hearing, Mr. Patel testified generally that his connection with Mr. Anderson was not as a partnership, but was a franchise arrangement established by a franchise agreement. The Complainant asserted that Mr. Anderson did not have an ownership interest in Mr. Patel's company, Hari Shambhu Philly, LLC, and was not responsible for running Mr. Patel's business. Tr. at 59. However, Mr. Patel presented no evidence pertaining to who was responsible for gas service at the Service Address for the operation of his business.⁵

In contrast, as outlined above, PGW provided sufficient evidence that Mr. Anderson attempted to obtain gas service on behalf of the Complainant on numerous occasions after beginning operation at the Service Address. The evidence supports a determination that Mr. Patel thought Mr. Anderson was responsible for paying the gas bill at the Service Address related to his operation of his business.

Thus, although Mr. Patel did not believe he was in a partnership with Mr. Anderson, it is clear from the record that there was a sufficient business or operational connection between them with respect to the establishment of gas service for Sunrise Social. Accordingly, we find no error in the ALJ's determination that Mr. Patel

⁵ We note, generally, that the Commission would not have jurisdiction over a dispute between Mr. Patel and Mr. Anderson with respect to any contract responsibility for gas service at the Service Address. *See, e.g., I-A Realty v. PPL Electric Utilities Corp.*, Docket No. F-2010-2166554 (Opinion and Order entered April 12, 2012).

failed to satisfy his burden of proof that PGW improperly required the payment of outstanding bills at the Service Address for the restoration of service. As such, we concur with the ALJ's finding that Mr. Patel is not entitled to a refund.

Based on the foregoing discussion, we shall deny the Exceptions and adopt the Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

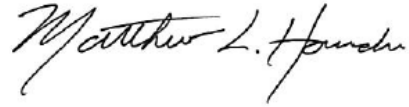
1. That the Exceptions of Bhavesh Patel, filed on November 20, 2025, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Deputy Chief Administrative Law Judge Christopher P. Pell, issued on October 31, 2025, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint of Bhavesh Patel at Docket No. C-2025-3055064, filed on May 9, 2025, is denied and dismissed.

4. That this proceeding 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 initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: April 30, 2026

ORDER ENTERED: April 30, 2026