

MARK MAZZA

v.

PECO ENERGY CO

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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

C-2009-2118230

C-2009-2120401

RAL ARGUMENT

REQUESTED

EXCEPTIONS OF COMPLAINANT
MARK MAZZA

MARK MAZZA hereby files exceptions to the initial decision of Administrative Judge Angela T. Jones and hereby submits exceptions to findings of fact and conclusions of law. Mark Mazza reserves the right to supplement and/or revise and/or amend these exceptions and reasons after receipt of any hearing transcripts.

Complainant hereby files exceptions to findings of fact numbers 4, 8, 14, 15, 17, 18, 19, 27, 30, 33, 37, 38, 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and conclusions of law 2, 4, 6. Mark Mazza fully incorporates herein all of the above numbered findings of fact and conclusions of law as though fully set forth herein at length. Further, it is averred the findings of fact ~~and~~ conclusions of law were improper, errors of law and abuses of discretion. This is incorporated in all reasons stated for the exceptions.

Exceptions to 4 and 8 - Reasons - Improper finding
as Mark Mazza had no prior notice of term -

(1)

inaction of service and if he was not home the PECO rep would have shut off service. No prior phone and written notice was received from PECO. It is averred the alleged \$6,000 plus was not solely for gas/electric and improper-ly included late charges, installment payments and other charges. It is averred some or all of the charges were illegal. (Exceptions on pg. 6)

Exceptions to 14-15 - Reasons - Improper as Mark Mezza was unable due to no income unable to maintain payment arrangements. Lack of payment was involuntary and unintentional. Only receipt of notice was when a man on behalf of PECO came to the property to shut off service. There was no notice per rules and regulations and no notice of any kind. (Exceptions on pg. 7)

Exceptions to 27, 30, 33 - Reasons - Current amount due is disputed and averred there was no amendment request by PECO for the current outstanding bill claimed to be included in these proceedings. Including the current balance is improper and a abuse of discretion. There was no willful disregard of payment arrangements, and not a default. There was an inability to pay. There was good faith intention to make payments. It was financially impossible to keep up with payments and PECO refused to allow or consider alternative payment arrangements. It is averred there may have been possible violations of state or federal rules and regulations, and contended the PUC regulations are unconstitutional and discriminatory. (Exceptions to numbers from pg. 8)

Exceptions to 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 - Reasons - Improper ruling on admission of said testimony and evidence, and PECO exhibits overruling objections including hearsay, lack of foundation and lack of record custody. The above were admitted despite continuing objection as to their use and admissibility. PECO submitted no documents or testimony from their outside vendor nor any internal documents supporting it did what PECO claims. The Judge wrongfully denied Mark Mazza continuance request due to pending motion to compel against PECO for failure to answer discovery. The Judge made an improper ruling by applying § 5.342 in that Mark Mazza did not receive any answers or objections to the outstanding discovery. The 10 day rule was inapplicable. The Judge was biased against Mark Mazza, by not continuing the hearing so that answers to discovery could be received or at least have the motion decided. Without the discovery, there was inability to prepare for the last hearing and prevented/precluded ability to cross examine the PECO witness. Applying the above rule or regulation was a abuse of discretion. The decision to deny a continuance request and with inability to thoroughly cross examine without discovery answers effected the substantial rights of Mark Mazza and was a highly prejudicial finding. The Judge knew of the existence of the discovery and motion before the hearing, and by so ruling was directly or indirectly deter-

ming the discovery and motion were not needed and just wanted to complete the proceedings without any interest of allowing Mark Morze a full and impartial hearing. Request to continue the hearing until the motion was decided was wrongfully denied. PECO opposed a continuance request prior to the hearing but failed to copy Mark Morze on same. The Judge made incorrect finding that PECO provided notice of termination without a document, script or even a documented phone message in support of prior notice of termination. The PECO rep did not supply or testify as to any specifics as what messages, if any, were left on a answering machine by PECO or its vendors. PECO admitted they do not have a copy of the termination notice allegedly sent prior to seeking to shut off service, and PECO claims they do not maintain copies of same anywhere.

(Exceptions to numbers from pgs 9-10)
Exceptions to conclusions of law - 2, 4, 6 -

Reasons - Payment arrangements of only 2 years is unconstitutional and discriminatory. Also, denial of due process and equal protection of the applicable state and federal constitutions. The payment arrangement is based on outdated poverty guidelines, and fails to take into consideration serious changes in economic conditions and unemployment. Does not consider impossibility of maintaining payment arrangement, due to limited income and fails to consider Mark Morze's expenses as well as current economic

environments. The payment arrangement rules or regulations are unfairly restrictive and discriminatory, and prejudicially applied to PECO users who reside in more affluent neighborhoods versus those in disadvantaged areas. Statutes and regulations for pay arrangements must be amended or revised to address situations which have arisen in these current economic times. Repayment time periods should be extended.

PECO did not meet its burden of proof in providing notice of termination of services and the case law has been wrongfully applied. PECO provided no phone or written notice that service would be turned off and presented no direct evidence documenting and/or confirming what PECO's vendors actually sent or said on a answering machine (Exceptions to numbers from 09.17-18)

The following is incorporated into reasons for the above exceptions:

The Judge was biased, and partial to the interests of PECO. The Judge stated several times that Mark Mazza had knowledge and understanding of PUC rules, which was untrue and not supported by any evidence. The Judge improperly allowed testimony and evidence, by overruling Mark Mazza objections including but not limited to hearsay, lack of foundation, and lack of record custodian. Mark Mazza was denied a full and fair hearing, including but not

limited to PECO's failure to answer discovery and answer the motion to compel discovery. The continuance request was due to actions or inactions of PECO, not denial of the request effected Mark Mazza's substantial rights. There was denial of Mark Mazza's due process and equal protection rights as a result of these PUC hearings before Judge Jones. There was lack of any consideration of financial hardship in rendering this initial decision.

Mark Mazza was precluded and greatly prejudiced by not receiving discovery answers and was unable to prepare for the hearings. The discovery was timely, prepared and sent after Mark Mazza received a proposed PECO exhibit which he objected to and as a result the Judge continued the hearing so PECO could cure any alleged objections. The Judge showed bias there, even proposing or giving the idea to PECO counsel that she needed a continuance to gather supporting documentary regarding the exhibit in question. The Judge did as much as she could to assist PECO to defend and/or improve their chances of proving their case. The Judge greatly prejudiced Mark Mazza's case and defenses.

Wherefore, it is requested the initial decision be vacated and new hearing scheduled.

(6)

Mark Mazza pro se

MARK MAZZA

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CERTIFICATE OF SERVICE

Exceptions of Mark Mazza were served by first class regular mail on Tishka Williams, Esq. of PECO Energy Company on September 29, 2010.

Mark Mazza,
Pro Se.