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April 23, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Mohamed Mansaray v. PECO Energy Company
PUC Docket No.: C-2013-2352692

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company Reply Exceptions* with regard to the matter referenced above:

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long, sweeping underline.

Shawane Lee
Counsel for PECO Energy Company

SL/lo

cc: Mohamed Mansaray (via First Class Mail)

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Mohamed Mansaray (“Complainant”) in the above-referenced matter on April 10, 2014. On February 27, 2013, Complainant filed a formal complaint against PECO Energy. In his formal complaint, Complainant claims that the charges on his electricity bill are high and he does not agree with the amount he is asked to pay every month. The Complainant requested a payment agreement and for an administrative law judge to consider his billing dispute. Respondent, PECO Energy filed an Answer on March 28, 2013, denying the high bill allegations and stated that the Complainant was not entitled to a payment agreement because the account at issue was a commercial account. A hearing was held before Administrative Law Judge Eranda Vero on June 7, 2013. At the hearing, the Complainant raised for the first time his requirement for a Mandigo interpreter.¹ PECO Energy objected to Mr. Mansaray’s request because the Hearing Notice issued on April 4, 2013, clearly stated that if the Complainant required an interpreter, he should contact the Public Utility Commission (“PUC”) at least ten (10) days before the hearing. Specifically, the hearing notice states:

If you require an interpreter to participate in the hearings, we will make every reasonable effort to have an interpreter present. Please call the scheduling office at the Public Utility Commission at least ten (10) business days prior to your hearing to submit your request.

The Complainant failed to contact the PUC to request an interpreter. Nevertheless, ALJ Vero continued the hearing to August 14, 2013, to obtain a Mandigo interpreter. The day of the August 14, 2013, hearing, the PUC obtained the service of translating company but the company

¹ As of 1970, there were approximately 4.2 million speakers of the Mandigo language, primarily living in West Africa. <http://encyclopedia2.thefreedictionary.com/Mandigo>. This is not a standard language spoken in the United States with Mandigo translators readily available.

did not have a Mandigo interpreter available. PECO Energy objected to any additional continuances of the case because the Complainant had not been making any payments to his account. Additionally, it was the second formal complaint filed by the Complainant regarding his balance and billing. Additionally, PECO Energy argued that the Complainant could speak English and was pretending that he could not as a ploy to avoid adjudicating the formal complaint to delay collection on the balance. ALJ Vero proceeded with the hearing and the Complainant was able to put on his case. ALJ Vero issued an Initial Decision on December 18, 2013, wherein she dismissed the formal Complaint against PECO Energy.

The Commission should sustain the initial decision of ALJ Vero. The Complainant argues in his Exception that he required an interpreter and he believes this affected the presentation of his case. PECO Energy avers that the Complainant can and does speak English but is simply using his request for an interpreter as a ploy to prolong the proceedings in this matter and non-payment on his PECO Energy account. The Complainant had a previous formal complaint in the matter Mohamad Mansaray v. PECO Energy Company, C-2011-2258219. The case was adjudicated by Administrative Law Judge Cynthia Williams Fordham. During the case, Mr. Mansaray articulately and intelligently put on his case involving a billing dispute for the same service address at issue before ALJ Fordham. A review of the transcript in that case reveals that at no time did the Complainant ever ask for an interpreter or indicate an inability to speak English. For example, at ALJ Fordham's hearing the Complainant testified as follows:

ALJ Fordham: Was the electric service on in February and March?

Mr. Mansaray: I don't know. I moved in April. She had in April and we agreed.

ALJ Fordham: Do you know if anyone was in the property in February or March?

Mr. Mansaray: No. The owner – the owner was there before---. Somebody was there before we live who had service from PECO. That was before we moved in. But I'm not even talking to him because he cheated me.

ALJ Fordham: And the property we're talking about is the 4419 Frankford Avenue?

Mr. Mansaray: Yes, Your Honor.

ALJ Fordham: Are you still there?

Mr. Mansaray: Yes, Your Honor.

ALJ Fordham: So, in terms of what you're complaining about today, you're complaining about the bills for service for February and March of 2011?

Mr. Mansaray: Yes, Your Honor.

ALJ Fordham: And how much is that?

Mr. Mansaray: I really don't know.

See Transcript, pp. 10-11, Mohamad Mansaray v. PECO Energy Company, C-2011-2258219, attached hereto as Exhibit "1".

Indeed, Mr. Mansaray extensively cross-examined PECO Energy's witness about a date error on a commercial lease agreement he had signed and whether it was signed with a date beginning "2" or "4" as follows:

Mr. Mansaray: Did you know that I went to PECO on two separate occasions, to contest this -- he said he --. I said, oh no, this is not my signature here, this is a forgery. I said it's not two. That is not my four. If you want --- this is four. So the -- is this four or two to you?

PECO Witness: It's a two there.

Mr. Mansaray: No --.

PECO Witness: You put a four on top.

Mr. Mansaray: It said four here. I didn't put the four there, Fatmata put the four there. What I signed here --- when I sign my name Mohamad Mansaray that's not two on top here.

PECO Witness: It's a two there.

Mr. Mansaray: Where?

PECO Witness: It's right here on that line with the rest of the 2-1-11.

Mr. Mansaray: No, no. Your Honor, can you see if that's a two there? That's not a two, that's a four, just one four. Could I submit to you our lease as evidence?

See Transcript, pp. 30-31, attached hereto as Exhibit "2".

It is clear from the transcript of the hearing that took place before ALJ Fordham on February 23, 2012, that the Complainant can speak English and had the ability to put on his case quite effectively. However, the Complainant would have the Commission believe that one year later, he cannot speak English, could not present his case effectively at the hearing before ALJ Vero, and requires a translator. PECO Energy avers that the Complainant's translator allegations are designed to delay the resolution of this matter in order to avoid payment on his account.

Since the inception of this case, PECO Energy was required to suspend collection on the Complainant's \$2,154.77 balance. Since the formal complaint was served on the company on March 14, 2013, the Complainant has made only one payment to his account in the amount of \$420.00 - barely enough to cover the monthly usage charges on his commercial account for a business that he operates at the service address. As such, in addition to the \$2,154.77 suspended from collection, the Complainant has racked up an additional \$1,648.02 in usage charges.

PECO Energy avers that the company and its ratepayers will be severely prejudiced if the Complainant is permitted to have another hearing arising from his allegation that he requires an interpreter. ALJ Vero's decision to dismiss the Complainant's case against PECO Energy should be upheld. For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
Direct Dial: 215.841.6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOHAMED MANSARAY

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

:
:
:
:
:
:
:
:
:
:
:
:

Docket Nos. C-2013-2352692

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a true copy of the foregoing Reply Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Mohamed Mansaray
4419 Frankford Avenue
Philadelphia, PA 19124**

Dated at Philadelphia, Pennsylvania, April 23, 2014



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
Direct Dial: 215.841.6841
Fax: 215.568.3389

EXHIBIT “1”

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Mohamad Mansaray
v.
PECO Energy Company
Initial Hearing

Docket No.: C-2011-2258219

Pages 1 - 41

PUC - Philadelphia
801 Market Street
Suite 4063
Philadelphia, PA 19107

February 23, 2012
Commencing at 2:10 p.m.

BEFORE:

Cynthia Williams Fordham, Administrative Law Judge

APPEARANCES:

MOHAMAD MANSARAY, Pro Se
For the Complainant

TISHEKIA WILLIAMS, Esquire
PECO Energy Company
2301 Market Street
Philadelphia, PA 19103
For the Respondent

REPORTER: SHANNON CONNELL

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<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
Mansaray	7	13		
Tarpley	21	29		

P R O C E E D I N G S

1
2 -----
3 JUDGE CYNTHIA WILLIAMS FORDHAM:

4 Good afternoon. I'm Administrative Law
5 Judge Cynthia Williams Fordham and this is the time
6 and place for a hearing in the matter of Mohamad
7 Mansaray versus PECO Energy Company at
8 Docket Number C-2011-2258219. I note for the record
9 the appearance of Tishekia Williams, Esquire for PECO
10 Energy Company and Mohamad Mansaray, pro se.

11 I don't believe the parties have had an
12 opportunity to talk to each other. Would it be
13 fruitful to have a conversation before we go forward
14 with the hearing?

15 ATTORNEY WILLIAMS:

16 We are willing to talk.

17 JUDGE FORDHAM:

18 Okay. Mr. Mansaray, what I'm proposing
19 is that the parties talk outside of my presence and if
20 you're able to come up with a settlement then we won't
21 have to have a hearing. If you're not able to do so,
22 we'll go forward with the hearing. So I'll give you
23 ten minutes to talk.

24 OFF RECORD

25 JUDGE FORDHAM:

1 We'll go back on the record. While we
2 were off the record I gave the parties an opportunity
3 to talk. Prior to going on the record, I know that
4 Ms. Williams indicated that they had not had an
5 opportunity to talk to the Complainant, however, I
6 believe that the discussions were not successful; is
7 that correct, Ms. Williams?

8 ATTORNEY WILLIAMS:

9 Correct.

10 JUDGE FORDHAM:

11 Okay. We'll go forward with the hearing.
12 Let me explain the procedure. First, we will have the
13 Complainant testify and if he has any exhibits to
14 present during his testimony, we will mark them during
15 his testimony.

16 After the Complainant presents his direct
17 testimony, Ms. Williams will have the opportunity to
18 cross examine him. After Cross Examination, if the
19 Complainant has anything further, he may say it at
20 that time.

21 Then the Respondent will put on their
22 testimony through their witness. After the direct
23 testimony, the Complainant will have the opportunity
24 to cross examine.

25 Any questions that I ask are designed to

1 make sure that the record in this case is complete.
2 After today's hearing, I will review any exhibits that
3 are entered into the record and the transcript that's
4 being generated by the court reporter, who's to my
5 right and your left. I will send my decision to the
6 Harrisburg office of the Commission for distribution
7 to the parties.

8 If either party objects to my decision,
9 you can file exceptions and the full Commission will
10 review my decision. If there are no exceptions filed
11 and no review of my decision, my decision will become
12 final by operation of the law. Are there any
13 questions before we begin? Hearing none, Mr.
14 Mansaray, will you take the stand? I need to swear
15 you in and you can bring your papers with you. You
16 take the stand up here.

17 -----
18 MOHAMAD MANSARAY, HAVING FIRST BEEN DULY SWORN,
19 TESTIFIED AS FOLLOWS:

20 -----
21 JUDGE FORDHAM:

22 Would you state your name and address for
23 the record and please spell your last name?

24 A. Mohamad Mansaray. Mohamad, M-O-H-A-M-A-D,
25 Mansaray, M-A-N-S-A-R-A-Y. Address 4419 Frankford

1 Avenue, Philadelphia, PA, 19124.

2 JUDGE FORDHAM:

3 Thank you. Now Mr. Mansaray, you have
4 filed a complaint against PECO Energy. Could you
5 explain your complaint to me?

6 A. Yes. My complaint was that I went to PECO over
7 and over to schedule and then I --- I signed a lease
8 on the date of --- on the fourth month of the year for
9 them to disregard the two months. PECO refused to do
10 that. So I took the case to --- after a third attempt
11 to talk to PECO, and after a lot of long waiting in
12 the sitting room I started to make complaint to Public
13 Utility. I filed because Fatmata --- he was --- the
14 lease ---. Fatmata wanted to sign the lease but
15 we ---.

16 COURT REPORTER:

17 I'm sorry can you speak a little slower.

18 JUDGE FORDHAM:

19 Okay.

20 A. The lease was prepared in February.

21 JUDGE FORDHAM:

22 Okay. So ---.

23 A. But I signed it in April.

24 JUDGE FORDHAM:

25 Okay. February of what year?

1 A. Of 2000 --- 2011. Yes, 2011 we signed.

2 JUDGE FORDHAM:

3 February of 2011 you signed a lease.

4 A. No, we signed the lease in April.

5 JUDGE FORDHAM:

6 Who prepared the lease in February?

7 A. The landlord.

8 JUDGE FORDHAM:

9 Okay.

10 A. But the lease was signed in April. So we came to
11 the Commission. But we are still having the price
12 rate, everything ---. And we went to the Commission
13 about it. So when we agreed finally, finally in April
14 he put the lease for us to sign. And I said, today
15 --- this lease is prepared in February. We're not
16 supposed to sign it February, so I'll sign four. But
17 I have very bad handwriting. I write a four. He said
18 I must sign two. I say no a two, four --- that is
19 something I need in writing. So I took my paper to
20 PECO to discuss with them at that time. I said it's
21 not legal for us to sign.

22 JUDGE FORDHAM:

23 Okay. Let's go back to the lease now.
24 You're saying that when you signed it, you put four,
25 which is April.

1 A. April.

2 JUDGE FORDHAM:

3 But the landlord put two?

4 A. He prepared it.

5 JUDGE FORDHAM:

6 No, when they signed it, what did they
7 put down?

8 A. They put two. I did not agree to that. I put
9 four. I said I'm not going to sign --- I'm going to
10 sign because I've already given them --- the other
11 people that live there only two months' rent, two
12 month's rent. So they wanted to take my money for
13 that. I said, no, my money I gave you is for
14 security. So I don't think for February --- that's my
15 money --- that's my money for security. So because we
16 are fighting about it, I went to a lawyer about it. I
17 say my two month rent I pay you is for security for
18 two months. So I wouldn't sign two, I would sign
19 four. So when I read the lease --- that's the reason
20 I had the security ---.

21 JUDGE FORDHAM:

22 When did you move into the facility?

23 A. Moved in April. Finally we signed a lease.

24 JUDGE FORDHAM:

25 When did you go to PECO to ask for

1 service?

2 A. Fatmata went one day in April. That's when she
3 went. I did not go. I say for the month to be April.
4 They say Fatmata must sign ---. Fatmata signed papers
5 the woman take my two-month rent and said only ten
6 months you need to pay. So I got back in the rent ---
7 they take my money. Then I said no. I put in my
8 money from April, two months but I'm living here and
9 that would have been my --- my last two months, so I
10 would have to pay my money.

11 JUDGE FORDHAM:

12 Was the electric service on in February
13 and March?

14 A. I don't know. I moved in April. She had in April
15 and we agreed.

16 JUDGE FORDHAM:

17 Do you know if anyone was in the property
18 in February or March?

19 A. No. The owner --- the owner was there before ---.
20 Somebody was there before we live who had service from
21 PECO. That was before we moved in. But I'm not even
22 talking to him because he cheated me. He told me to
23 go --- so come on by the business, he pay --- and I
24 had go --- because that was a business and I put in
25 business. I'm not making no money, no money. My

1 money is gone.

2 JUDGE FORDHAM:

3 And the property we're talking about is
4 the 4419 Frankford Avenue?

5 A. Yes, Your Honor.

6 JUDGE FORDHAM:

7 And are you still there?

8 A. Yes, Your Honor.

9 JUDGE FORDHAM:

10 So, in terms of what you're complaining
11 about today, you're complaining about the bills for
12 service for February and March of 2011?

13 A. Yes, Your Honor.

14 JUDGE FORDHAM:

15 And how much is that?

16 A. I really don't know.

17 JUDGE FORDHAM:

18 Do you have any exhibits that you would
19 like to give to us?

20 A. Yes. You see here, I will show this one, Your
21 Honor. It's the signature Fatmata signed. When
22 Fatmata signed the second and I told her cause
23 everybody lived here. Cross a line through the date.
24 Yes, cross a line through the date.

25 JUDGE FORDHAM:

EXHIBIT “2”

1 Q. I was not there.

2 A. Okay.

3 Q. I did not go. So I was not there. If ---.

4 JUDGE FORDHAM:

5 Okay. You can ask questions and --- no
6 other questions?

7 MR. MANSARAY:

8 I will ask more questions.

9 BY MR. MANSARAY:

10 Q. Did you know that I went to PECO on two separate
11 occasions, to contest this --- he said he ---. I
12 said, oh, no, this is not my signature here, this is a
13 forgery. I said it's not two. That is not my four.
14 If you want --- this is four. So the --- is this four
15 or two to you?

16 A. It's a two there.

17 Q. No ---.

18 A. You put a four on top.

19 Q. It said four here. I didn't put the four there,
20 Fatmata put the four there. What I signed here ---
21 when I sign my name Mohamad Mansaray that's not two on
22 top here.

23 A. It's a two there.

24 Q. Where?

25 A. It's right here on that line with the rest of the

1 2-1-11.

2 Q. No, no. Your Honor, can you see if that's a two
3 there? That's not a two, that's a four, just one
4 four. Could I submit to you our lease as evidence?

5 JUDGE FORDHAM:

6 It's ---.

7 MR. MANSARAY:

8 This page.

9 JUDGE FORDHAM:

10 I have one. I'm looking.

11 MR. MANSARAY:

12 This is a two, this is not a two on top
13 there? There's only one four there.

14 JUDGE FORDHAM:

15 There is a two right there. That's a
16 two. He's looking at the page ---.

17 MR. MANSARAY:

18 This one? This four. This one --- this
19 one is my four.

20 JUDGE FORDHAM:

21 Underneath on that line it says 2/1/11
22 and then there's four overtop of it.

23 MR. MANSARAY:

24 This one here.

25 JUDGE FORDHAM: