

September 30, 2014

**Via Electronic Filing**

Rosemary Chiavetta, Esquire  
Secretary  
PA Public Utility Commission  
Commonwealth Keystone Building, 2 North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Docket No. C-2014-2432526  
Mark Mazza v. PECO Energy Company  
Joint Petition for Settlement**

Dear Secretary Chiavetta:

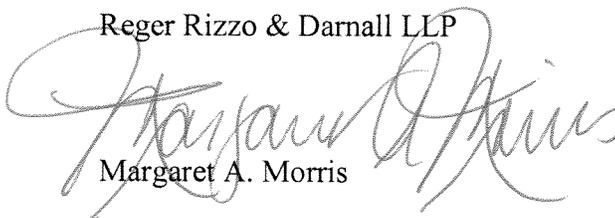
Attached for filing is the Joint Petition for Settlement filed on behalf of PECO Energy Company and Mark Mazza (Complainant) in the above-referenced docket.

A copy of the Joint Petition has been provided to the Complainant in the manner indicated on the attached Certificate of Service.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM  
Enclosure

Cc: The Honorable Angela T. Jones, PA PUC [w/enc.]  
Shawane L. Lee, Esquire, Exelon Business Services [w/enc.]  
Mark Mazza [w/enc.]

**Re: Docket No. C-2014-2432526  
Mark Mazza v. PECO Energy Company  
Joint Petition for Settlement**

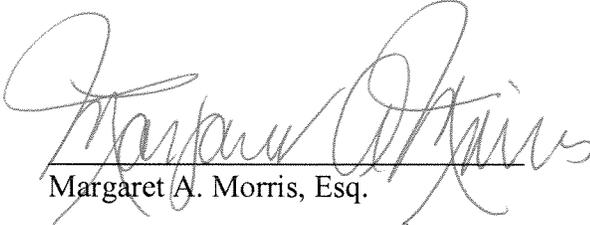
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following person, in the manner indicated, in accordance with the requirements of §1.54 (relating to service by a participant).

**Via 1<sup>st</sup> Class Mail and E-mail**

Mr. Mark Mazza  
1271 Farm Road  
Berwyn, PA 19312  
[mdmjob@verizon.net](mailto:mdmjob@verizon.net)

Dated: September 30, 2014

  
Margaret A. Morris, Esq.

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MARK MAZZA

v.

PECO ENERGY COMPANY

:  
:  
:  
:  
:

Docket No. C-2014-2432526

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**JOINT PETITION  
FOR SETTLEMENT OF FORMAL COMPLAINT**

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**TO THE HONORABLE ANGELA T. JONES, ADMINISTRATIVE LAW JUDGE**

PECO Energy Company (PECO) and Mark D. Mazza (Complainant), (collectively, the Joint Petitioners), submit this Joint Petition for Settlement of the Formal Complaint filed in the above-referenced docket (Joint Petition) and request that the Honorable Angela T. Jones: (1) approve the settlement of this proceeding as set forth in Attachment 1 to this Joint Petition (the Settlement); and (2) recommend that the Commission adopt the Settlement. In support of this Settlement, the Joint Petitioners represent as follows:

**BACKGROUND**

1. On July 7, 2014, the Complainant filed a Formal Complaint in the above-captioned docket alleging that the termination notice, dated June 27, 2014, issued by PECO contained an incorrect amount.
  
2. On August 7, 2014, PECO filed its Answer and New Matter denying the material allegations and requesting that future complaints filed by the Complainant be rejected unless the complaint contained specific rather than vague allegations.
  
3. On August 8, 2014, PECO propounded discovery on the Complainant.

4. On August 18, 2014, a Hearing Notice was issued scheduling an in-person hearing on September 12, 2014 before Judge Jones.

5. No objection to PECO's discovery was filed with the Commission and no response to the discovery was forthcoming.

6. On August 29, 2014, PECO filed a Petition for Emergency Prehearing Conference to address the lack of response to the discovery in light of the scheduled hearing.

7. On September 4, 2014, the telephonic prehearing conference was held and the Complainant provided oral responses to the Interrogatories and agreed to produce the requested documents.

8. At the hearing on September 12, 2014, the parties advised Judge Jones that a settlement agreement had been reached in principle; the hearing was continued until September 30, 2014, so that the parties could reduce the Settlement Agreement to writing.

#### **TERMS AND CONDITIONS OF SETTLEMENT**

9. The Settlement Agreement is attached to this Joint Petition as Exhibit 1 and reflects all the terms and conditions agreed to by the parties.

10. The Commission's approval of the Settlement shall not be construed as approval of any Joint Petitioners' position on any issue, except to the extent required to effectuate the terms and conditions of the Settlement.

11. It is understood and agreed among the Joint Petitioners that the Settlement is the result of compromise and does not necessarily represent the position(s) that would be advanced by any Joint Petitioner in this or any other proceeding, if it were fully litigated.

12. The Settlement is the product of compromise. All issues have been satisfactorily resolved through negotiations with the parties and are incorporated in the Settlement. The very nature of a settlement requires compromise on the part of all parties. This particular agreement exemplifies this principle. The Settlement was achieved after the extensive exchange of information and numerous discussions. This Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position either of the Joint Petitioners may advance on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement.

13. This Settlement is conditioned upon the Commission's approval of the terms and conditions contained herein without modification. If the Commission should disapprove the Settlement or modify any terms and conditions herein, this Settlement may be withdrawn upon written notice to the Commission and all active parties within five (5) business days following entry of the Commission's order by either of the Joint Petitioners and, in such event, shall be of no force and effect. In the event that the Commission disapproves the Settlement or if either of the Joint Petitioners elect to withdraw the Settlement as provided above, the Joint Petitioners reserve their respective rights to fully litigate this case, including but not limited to, presentation of witnesses, cross-examination and legal argument through submission of Briefs, Exceptions and Replies to Exceptions.

14. If Judge Jones, in her Initial Decision, recommends that the Commission adopt the Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions with respect to any issues addressed by the Settlement. However, the Joint Petitioners do not waive their right to file Exceptions with respect to any modifications to the terms and conditions of the Settlement, or any additional matters proposed by Judge Jones in her Initial Decision. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed.

## THE SETTLEMENT IS IN THE PUBLIC INTEREST

15. The Joint Petitioners aver that the Settlement is fair, just, reasonable, lawful and in the public interest.

16. The Commission encourages the settlement of contested proceedings. 52 Pa Code §5.231(a). Settlement is an efficient use of the resources of the Commission and the parties.

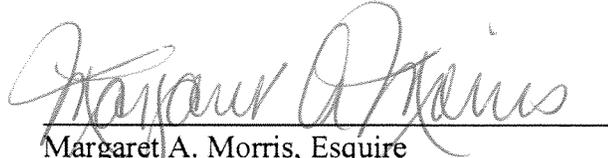
17. The Joint Petitioners submit that the Settlement adheres to Commission policies promoting negotiated settlements. While Joint Petitioners have invested time and resources in the negotiation of the Joint Petition, this process has allowed the parties, as well as the Commission, to avoid expending the substantial resources that would have been required to fully litigate this proceeding while still reaching a just and reasonable result. The Joint Petitioners have thus reached an amicable resolution of this proceeding as embodied in the Settlement. The issues have been carefully discussed and fully negotiated in the Settlement. Approval of the Settlement will permit the Commission and Joint Petitioners to avoid incurring the additional time, expense, and uncertainty of further current litigation in this proceeding and well as future proceedings. See, 52 Pa. Code §69.391.

**WHEREFORE**, the Joint Petitioners respectfully request that Administrative Law Judge Jones and the Commission approve the Settlement embodied in this Joint

Petition, including all terms and conditions thereof.

Respectfully submitted,

Dated: September 30, 2014



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*Attorney for PECO Energy Company*



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Docket No. C-2014-2432526  
Mark Mazza v. PECO Energy Company

**ATTACHMENT 1**  
**SETTLEMENT AGREEMENT**

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MARK MAZZA :  
 :  
 v. : Docket No. C-2014-2432526  
 :  
 PECO ENERGY COMPANY :

**JOINT SETTLEMENT AGREEMENT  
BETWEEN MARK AND LISA MAZZA AND PECO ENERGY COMPANY**

Mark Mazza (Complainant), and PECO Energy Company (PECO), desire to resolve any and all disputes, claims and allegations for utility charges incurred prior to September 29, 2014 and to resolve all pending actions before the Pennsylvania Public Utility Commission (Commission) and the Commonwealth Court of Pennsylvania.

**Stipulated Facts**

1. Mark D. Mazza and Lisa A. Mazza, husband and wife, are listed on the deed for the property located at 1271 Farm Road, Berwyn, Pennsylvania (Service Location).
2. PECO provides and bills for residential electric and gas services to the Service Location under Account No. 72730-01005 (Account).
3. The Account is currently enrolled in Electric Choice; PECO places the charges associated with the electric generation services (EGS) on the Complainant's monthly bill.

4. The Complainant has filed ten formal complaints and one informal complaint since 2008 alleging that the termination notices sent by PECO for non-payment were procedurally defective.

5. The present proceeding involves the tenth Complaint filed on July 7, 2014 alleging the amount past due (\$3,373.96) stated on 10-day termination notice, dated June 27, 2014, was “incorrect.”

6. With the exception of the first formal complaint, which was resolved by a Certificate of Satisfaction, the Commission dismissed every complaint.

7. The Commonwealth Court dismissed the Complainant’s appeal of the final order entered by the Commission regarding Consolidated Complaints #2/3.

8. The Commonwealth Court dismissed the Complainant’s appeal of the final order entered by the Commission regarding Complaint #5 and assessed costs and attorney fees for the filing of a “frivolous” appeal.

9. The Commission dismissed Complaint #6 and found the Complainant had abused the administrative process to avoid the lawful termination of his service and barred the filing of future complaints until the Complainant satisfied the outstanding balance associated with PECO’s last payment agreement (PAR); PAR balance was satisfied on May 16, 2014.<sup>1</sup>

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<sup>1</sup> Docket No. C-2012-2318472, Opinion and Order entered April 23, 2014.

10. The Commission dismissed Complaint #9; the amount of \$679.37 is no longer disputed.<sup>2</sup>

11. The undisputed delinquent balance for the Service Location, as of September 29, 2014, is \$3,373.96.

12. The current charges (\$301.15) stated on the Complainant's September 2014 bill are due on October 7, 2014.

13. The legal principle of "accord and satisfaction" is not applicable to the Complainant's monthly utility charges.

14. Significant time and resources are wasted by the Commission and the parties by the constant filing of complaints at the Commission and appellate filings in the court system.

15. Every privilege conferred and duty required under Chapter 56 imposes an obligation of good faith, honesty and fair dealing on both the Complainant and PECO in its performance and enforcement.

### **Joint Settlement Terms**

1. The Complainant agrees that all PECO charges associated with the Account as of September 29, 2014 are undisputed and not subject to appeal for any reason (procedural or substantive) in any jurisdiction (civil or administrative).

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<sup>2</sup> Docket No. C-2013-2393225, Final Order entered June 20, 2014.

2. PECO has agreed to reduce the undisputed delinquent balance of \$3,373.96 to \$1,686.98 (reduced delinquent balance). A credit of \$1,686.98 will appear on the October 2014 monthly bill.
3. PECO has agreed to enter into a 2-year PAR for the reduced delinquent balance of \$1,686.98; the monthly PAR payment is \$71.00.
4. The PAR will be effective with the due date for the September 2014 bill; Complainant will pay current charges (PECO and EGS) of \$301.15 plus the \$71 PAR payment by the due date of October 7, 2014.
5. Beginning with the October 2014 monthly bill, the amount due stated on the monthly bill will include PECO charges, EGS charges and the PAR payment.
6. The Complainant agrees to pay the amount due set forth on his monthly PECO bill in full and by the due date set forth on the monthly bill.
7. If the Complainant fails to pay the amount due in full or by the due date as stated on his monthly bill, the \$1,686.98 credit will immediately be reversed and due and payable.
8. PECO is authorized to issue a 10-day termination notice to begin termination process for any delinquent monthly charges.

9. The Complainant agrees to a five-year stay out period for the filing of any Commission complaint, informal or formal, arising from the provisions of Chapter 56<sup>3</sup> or the Public Utility Code.<sup>4</sup> The five-year stay out period begins October 1, 2014 until ends September 30, 2019.

10. The Complainant agrees that if he has questions related to his monthly bill, he must contact the designated PECO representative before the due date for that billing period. The Complainant specifically agrees to accept any meter test result, which is within Commission guidelines, as definitive evidence that the usage for that billing period is correct.<sup>5</sup>

11. The Complainant specifically acknowledges and agrees that the filing of any informal or formal Commission complaint, during the five-year stay out period, will not automatically stay any lawful termination of service due to non-payment.

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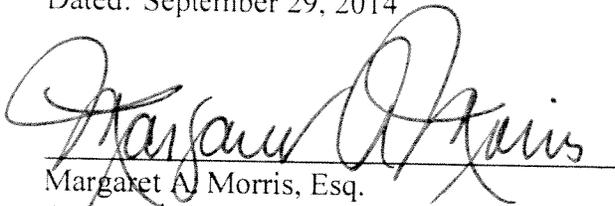
<sup>3</sup> 52 Pa. Cod § 56.1, *et seq.*

<sup>4</sup> 66 Pa. C.S. § 101, *et seq.*

<sup>5</sup> The meter standard for electric meters is set forth in 52 PA. Code § 57.1, *et seq.*; the standard for gas meters is set forth in 52 PA. Code § 59.1, *et seq.*

12. The Complainant agrees to withdraw all filings with the Pennsylvania Commonwealth Court,<sup>6</sup> which attempted to appeal the Final Order in Consolidated Complaints #7, 8 and 9. PECO will draft for the Complainant's signature the appropriate documents to withdraw the pleadings and will file same on the Complainant's behalf with the Court.

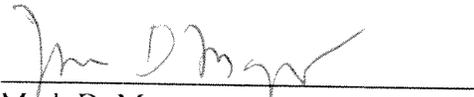
Dated: September 29, 2014



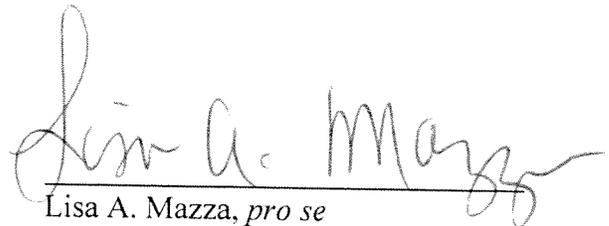
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Counsel for PECO Energy Company

Dated: September 29, 2014



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mdmjob@verizon.net



Lisa A. Mazza, *pro se*  
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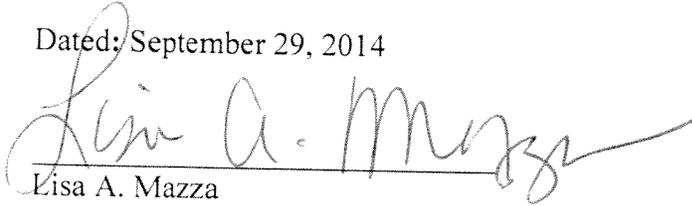
We have reviewed and agree that the terms of the settlement as set forth above fully resolve all issues and disputes associated with the residential electric and gas

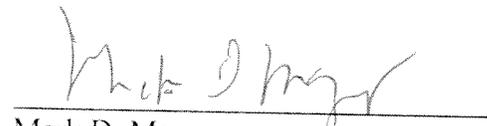
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<sup>6</sup> *Mark Mazza v PA PUC*, No. 1175 C.D. 2014.

services provided to the property located at 1271 Farm Road, Berwyn, Pennsylvania (Service Location) under Account No. 72730-01005. As a condition of this settlement, we specifically agree not to disclose to any other person or entity the terms of this settlement with PECO Energy Company unless we have obtained the written permission from PECO Energy Company to do so.

Dated: September 29, 2014

  
\_\_\_\_\_  
Lisa A. Mazza

  
\_\_\_\_\_  
Mark D. Mazza  
1271 Farm Road  
Berwyn, PA 19312  
610-889-0614  
484-318-6570  
mdmjob@verizon.net

**DRIVERS LICENSE**

No: 20 355 398

DOB: 07/23/1961

Class: C

Expires: 07/24/2016

Com/Mod Rest: Y\*

Issue: 01/11/2013

Signature: *L. Mazza*

LISA ANNE MAZZA  
1271 FAWN ROAD  
BERWYN PA 19312

