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March 9, 2016

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor (filing room)  
Harrisburg, PA 17120

Re: Unified Energy Alliance, LLC v. Rodger K. Walter, et al.; Docket No. C-2015-2492473; **NAVIGATE POWER, LLC'S MOTION TO STRIKE WRITTEN TESTIMONY**

Dear Secretary Chiavetta:

Enclosed you will find the Motion of Navigate Power, LLC to Strike Written Testimony in the above-captioned proceeding. Copies of this document will be served in accordance with the Certificate of Service.

If you have any questions, please do not hesitate to contact the undersigned at (717) 236-1300.

Very truly yours,

Thomas J. Sniscak  
Christopher M. Arfaa

*Counsel to Navigate Power, LLC*

CMA/das  
Enclosure

cc: Administrative Law Judge Elizabeth H. Barnes (electronic and first class mail)  
Per Certificate of Service

## CERTIFICATE OF SERVICE

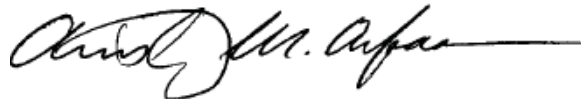
I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in the manner indicated below, and in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

### Via Electronic and First Class U.S. Mail

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Thomas J. Sniscak  
Christopher M. Arfaa

Dated: March 9, 2016

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

UNIFIED ENERGY ALLIANCE, LLC

v.

RODGER K. WALTER, ERNIE HORNING,  
J. NICK STORCH, DUANE ALBRIGHT,  
ANDY YOUNDT, DON SHIPP, FUTURE  
ENERGY SOLUTIONS, LLC, and  
NAVIGATE POWER, LLC

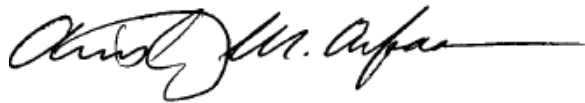
Docket No. C-2015-2492473

**NOTICE TO PLEAD**

TO: **UNIFIED ENERGY ALLIANCE, LLC**

PLEASE TAKE NOTICE that you have **twenty (20) days** from the date of service of the attached motion within which to file an answer or other responsive pleading to the motion. Failure to file a responsive pleading within the time allowed may result in a ruling on the motion adverse to your interests. Your answer or other responsive pleading must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on the undersigned counsel for Navigate Power, LLC.

Respectfully submitted,



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*Counsel for Navigate Power, LLC*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

UNIFIED ENERGY ALLIANCE, LLC

v.

RODGER K. WALTER, ERNIE HORNING,  
J. NICK STORCH, DUANE ALBRIGHT,  
ANDY YOUNDT, DON SHIPP, FUTURE  
ENERGY SOLUTIONS, LLC, and  
NAVIGATE POWER, LLC

Docket No. C-2015-2492473

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**MOTION OF NAVIGATE POWER, LLC  
TO STRIKE WRITTEN TESTIMONY**

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Pursuant to 52 Pa. Code § 5.103 and the October 8, 2015 Procedural Order in the above-captioned matter, Respondent Navigate Power, LLC (“Navigate Power”) moves to strike certain portions of and exhibits attached to the Direct Testimony of Ricardo Hernandez II (UEA St. 1) and the Direct Testimony of Joseph Mazer (UEA St. 3) in its entirety. In support of this Motion, Navigate Power states as follows.

**I. INTRODUCTION**

Complaint United Energy Alliance (“UEA”) filed its formal complaint against Navigate Power and several of its sales representatives (the “Individual Respondents”) on or about July 13, 2015. UEA served the written direct testimony of five witnesses with accompanying exhibits on or about December 18, 2015. This testimony consisted of the statements of three UEA customers and two UEA representatives – Ricardo Hernandez II (UEA St. 1) and Joseph Mazer (UEA St. 3).

Mr. Hernandez’s testimony is shot through with inadmissible hearsay and hearsay within hearsay, generally relating to alleged customer complaints and alleged facts “learned” from or “described by” third parties. His testimony also includes a number of assertions relating to matters of which there is no evidence he has personal knowledge, as required by Pennsylvania Rule of Evidence 602. Finally, Mr. Hernandez’s testimony contains two kinds of irrelevant material. First, it contains assertions relating to UEA’s relationship with certain Individual Respondents against whom no evidence of wrongdoing has been introduced. Second, it alleges purported bad acts that have nothing to do with the deceptive practices alleged in the complaint. Third, it contains testimony relating to the Individual Respondents’ alleged contractual relationship with UEA and attaches their alleged contracts with UEA as exhibits. These alleged contracts are irrelevant to the claims before the Commission—that the respondents engaged in deceptive conduct towards customers—and therefore should be stricken.<sup>1</sup>

Mr. Mazer’s testimony suffers from an entirely different defect. According to exhibits introduced by UEA itself, Mr. Mazer has been convicted of numerous felonies and misdemeanors.<sup>2</sup> Among these is a third-degree felony conviction for criminal conspiracy to commit perjury.<sup>3</sup> Pursuant to 42 Pa. C.S. § 5922, a person who has been convicted of perjury, which includes subornation of or solicitation to commit perjury, “shall not be a competent witness for any purpose” in a civil matter.<sup>4</sup> Therefore, it should be stricken in its entirety.

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<sup>1</sup> A copy of UEA St. 1 (marked to show the portions of Mr. Hernandez’s testimony that are the subject of this motion is attached hereto as **Exhibit A**.

<sup>2</sup> A copy of Mr. Mazer’s criminal record provided by the Pennsylvania State Police is attached as an exhibit to UEA St. 2 (Direct Testimony of Alan Emmel). A copy of the record is attached hereto as **Exhibit B**.

<sup>3</sup> See pages 5-6 of Exhibit B.

<sup>4</sup> A copy of this statute is attached hereto as **Exhibit C**.

## II. ARGUMENT

### A. Legal Standards

Section 332(b) of the Public Utility Code provides:

Any oral or documentary evidence may be received, but the commission shall as a matter of policy provide for the exclusion of irrelevant, immaterial or unduly repetitious evidence.

66 Pa. C.S. § 332(b). Section 5.401 of the Commission's Rules of Practice and Procedure provides:

(a) Relevant and material evidence is admissible subject to objections on other grounds.

(b) Evidence will be excluded if:

- (1) It is repetitious or cumulative.
- (2) Its probative value is outweighed by:
  - (i) The danger of unfair prejudice.
  - (ii) Confusion of the issues.
  - (iii) Considerations of undue delay or waste of time.

52 Pa. Code § 5.401.

The courts nevertheless consider the hearsay rule to be a fundamental principle of law which must be followed by an agency at those points in a hearing where facts crucial to the issue are sought to be placed on the record. Factual findings or adjudications based solely on hearsay will not stand unless other competent evidence is in the record. *Walker v. Unemployment Comp. Board of Review*, 367 A.2d 366 (Pa. Cmwlth. 1967); *Anderson v. Dept. of Public Welfare*, 468 A.2d 1167 (Pa. Cmwlth. 1983); *Answerphone v. Bell Atlantic, Inc.*, Docket No. C-00892636 (Opinion entered April 1, 1993), Slip op. at 13-15. In *Walker*, the Pennsylvania Commonwealth Court set forth the following guidelines to lessen earlier confusion regarding the use of hearsay in administrative proceedings:

- (1) Hearsay evidence properly objected to, is not competent evidence to support a finding of the Board;

(2) Hearsay evidence, admitted without objection, will be given its natural probative effect and may support a finding of the Board, if it is corroborated by any competent evidence in the record, but a finding of fact based solely on hearsay will not stand.

*Walker*, 367 A.2d at 370 (citations omitted). *See also* *Feinberg v. Unemployment Compensation Board of Review*, 539 Pa. 670, 652 A. 2d 840 (1994).

More recently, the Pennsylvania Supreme Court has applied the Rules of Evidence to its review of an administrative proceeding. *Gibson v. Workers' Compensation Appeal Board (Armco Stainless & Alloy Products)*, 861 A.2d 938, 947 (Pa. 2004) (It is fundamental that a witness must have first-hand knowledge of the subject on which he or she is testifying for that testimony to be admissible; therefore, rules 602 (lack of personal knowledge), 701 (opinion testimony by lay witnesses), and 702 (testimony by experts), apply to administrative agencies).

**B. The Hearsay Contained in Mr. Hernandez's Testimony Should Be Stricken**

Navigate Power hereby objects to admission of the following portions of Mr. Hernandez's direct testimony (UEA St. 1) on the ground that they are inadmissible hearsay, and moves that stricken from the record:

In 2014, UEA learned that one or more of the Individual Respondents had been contacting UEA customers far in advance of the end-flow date of the contract to "renew" the contract and lock the customer in for a new term. UEA later learned, however, that the ICPs were not "renewing" contracts with Liberty Power, but were flipping the customers to a new supplier, and were not processing the contracts through UEA. (UEA St. 1, p. 7, lines 5-10)

\* \* \*

In February 2015, UEA learned that the other Respondents were doing the same thing as Respondent Walter, and suspended Respondents Storch, Horning, Albright, Youndt, and Shipp. UEA learned that each of them (directly or through an intermediary) had entered into a relationship with Respondent Navigate Power, and that each of them was actively "flipping" UEA customers to Navigate Power. (UEA St. 1, p. 7, lines 13-17)<sup>5</sup>

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<sup>5</sup> Navigate Power does not object to the statement in this passage that UEA "suspended Respondents Storch, Horning").

\* \* \*

[Complaints from customers] described all manner of unfair, deceptive, and misleading practices. One customer reported that Respondent Albright utilized a false name when he visited her establishment. Another customer reported that Respondent Albright visited while wearing a shirt with the "UEA" logo, despite the fact that he no longer was affiliated with UEA. All of the complaining customers reported that the Individual Respondents failed to disclose their affiliation with Navigate Power. Many customers reported that their electricity supplier had been switched from Liberty Power to another EGS, sometimes without the customers' knowledge, and sometimes based on misrepresentation that the competing EGS was "the same" or a "related company" to Liberty Power. (UEA St. 1, p. 7, line 21 through p.8, line 8)

\* \* \*

UEA learned that most, if not all, of its customers had received one or more of these letters. (UEA St. 1, p. 8, lines 13-14)

\* \* \*

Over time, UEA learned that this had occurred with dozens, and perhaps more than one hundred customers. In fact, more than 40 gave recorded statements to UEA about the Respondents' misleading conduct, and we attached those recorded statements to our Formal Complaint. As the Commission will hear from a few, sample customers who agreed to testify in this matter, this was repeatedly done by each of the Individual Respondents. (UEA St. 1, p. 9, lines 12-18)

\* \* \*

In the course of servicing these accounts, and reaching out to speak with the customers, UEA was informed by many clients that the clients already had been contacted by the Individual Respondents and had already renewed their electricity supply contracts. UEA followed up, and learned that the Individual Respondents had failed to disclose that they had separated from UEA, and also learned that many of the customers were "flipped" from Liberty Power to a different supplier. (UEA St. 1, p. 10, lines 6-12)

\* \* \*

In many cases, the customers revealed that the Respondents had engaged in the deceptive practices that we described in the Formal Complaint. We explained to the customers that the Respondents no longer worked with UEA, and no longer worked with Liberty Power. Upon learning this, many of the customers expressed the desire to remain with UEA and Liberty Power. Those customers who expressed such a desire were asked to give a recorded statement detailing what the Respondents had told them, and stating that they did not know that they were flipped, or did not wish to be flipped, and that they desired to continue working with UEA and Liberty Power. We submitted these recorded statements

with our Formal Complaint. (UEA St. 1, p. 10, line 19 through p.11, line 3)

\* \* \*

When we asked why, for those who were willing to talk to us at all, we were told it was because of the letters and what the Respondents told our customers about us- that we were liars, criminals, and untrustworthy. (UEA St. 1, p. 13, lines 18-20)

All of the foregoing passages attempt to introduce statements made outside the hearing of this matter – primarily by absent customers – in order to prove the truth of the matters asserted – primarily the alleged actions of the Respondents or the alleged effects of such actions on UEA’s customers. The hearsay character of these statements is obvious from Mr. Hernandez’s description of: what UEA “learned” from customers; what was contained in customer complaints allegedly received by UEA; what customers “reported” to UEA; what UEA as “informed” of when it spoke with customers; what customers “revealed” to UEA; what desires customers “expressed” to UEA; what UEA was “told” by customers; and the contents of the customer recordings attached to UEA’s formal complaint (which have not been offered into evidence).

Under the *Walker* rule, in light of Navigate Power’s objection, the foregoing hearsay evidence is not competent to support a finding by the Commission. It should be excluded from the record for the additional reason that its admission risks the danger of unfair prejudice and confusion of the issues. 52 Pa. Code § 5.401(b)(2)(i)(ii). This is because although UEA had initially alleged that scores of customers had complained of alleged deceptive acts by Respondents, it was only able to produce admissible evidence of *three* such complaints (in the form of customer testimony). The hearsay statements in Mr. Hernandez’s testimony concerning the other alleged complaints creates an unfairly prejudicial and confusing impression of a horde of complaining customers, rather than the three whose testimony has been submitted by UEA.

Since the hearsay statements have no probative value under the *Walker* rule, the danger of unfair prejudice and confusion of the issues requires that they be excluded from the record.

**C. Mr. Hernandez's Statements On Matters Of Which His Testimony Fails To Demonstrate Personal Knowledge Are Inadmissible.**

Rule 602 of the Pennsylvania Rules of Evidence provides, in pertinent part: "A witness may testify to a matter only if evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may consist of the witness's own testimony." Pa. R.E. 602. Both the Pennsylvania Supreme Court and this Commission have stated that Rule 602 applies in administrative proceedings. *Gibson v. Workers' Compensation Appeal Board (Armco Stainless & Alloy Products)*, 861 A.2d 938, 947 (Pa. 2004); see *Sarah Bernardi*, C-2014-2453852, 2015 WL 7348595, at \*18 (Oct. 20, 2015) (citing *Gibson*).

The following statements must be stricken because Mr. Hernandez's testimony fails to demonstrate his personal knowledge of the matter asserted:

Additionally, the Respondents have "slammed" numerous customers of UEA. (UEA St. 1 p.6, line 29- p.7 line 1).

\* \* \*

Then, they went and personally visited the customers before they had separated from UEA, and flipped customers to Navigate Power without disclosing their current affiliation or dual-affiliation, and frequently without disclosing the fact that the supplier was changing. Then, after UEA terminated the ICPs, they continued to visit UEA customers without disclosing that they had separated from UEA, and attempted to cause the customers to enter into new contracts through Navigate Power. In some cases, they claimed to be from the customers' "current energy supplier"; in others, they misrepresented or failed to disclose the identity of the new supplier; in others, they claimed that the new supplier was a subsidiary of their current supplier. (UEA St. 1 p.9, line 4-12).

\* \* \*

They [Respondents' letters] had a huge impact. (UEA St. 1 p.13, line 10.)

\* \* \*

These letters caused many of our clients to lose trust in UEA because they were getting conflicting information from Navigate Power and FES about the relationship, and then they were getting mailers suggesting that we were doing something unlawful, or that we could not be trusted as energy consultants. (UEA St. 1 p.13, lines 13-17.)

There is no indication in Mr. Hernandez's testimony that he has personal knowledge of any of the events described in the foregoing passages. Under Rule 602 and *Gibson*, these portions are inadmissible and must be stricken for lack of personal knowledge.

**D. The Portions Of Mr. Hernandez's Testimony That Are Neither Relevant Nor Material To This Proceeding Are Inadmissible.**

Only "relevant and material" evidence is admissible in this proceeding. 52 Pa. Code § 401(a). Mr. Hernandez's testimony contains three kinds of irrelevant and immaterial – and therefore inadmissible -- matter. First, it contains assertions relating to UEA's relationship with certain Individual Respondents against whom no evidence of wrongdoing has been introduced. This testimony comprises the questions and answers relating to UEA's relationships with Respondents Walter, Albright, Youndt and Shipp (UEA St. 1 p.3, line 22 through p.4, line 7, and p.5, line 7 through p.8, line 8).

Second, Mr. Hernandez's statement alleges purported bad acts that have nothing to do with the deceptive practices alleged in the complaint: "First, they took customer lists from UEA which contain detailed information about the customers' current energy supplier contracts, including pricing and end-flow dates." (UEA St. 1 p. 9, lines 1-3.)

Third, Mr. Hernandez has attached twelve documents purporting to be contracts between the Individual Respondents and UEA as Exhibits A through L to his testimony. These

documents are irrelevant to the claims before the Commission—that the respondents engaged in deceptive conduct towards customers—and therefore should be stricken.

**E. Mr. Mazer’s Perjury Conviction Renders Him Incompetent To Testify.**

Pennsylvania Rule of Evidence 601 provides that every person is competent to be a witness “except as otherwise provided by statute.” Pa. R.E. 601(a). Section 5922 of the Judicial Code provides that persons convicted in a Pennsylvania court of perjury are incompetent to testify in civil cases:

In a civil matter, a person who has been convicted in a court of this Commonwealth of perjury, which term is hereby declared to include subornation of or solicitation to commit perjury, shall not be a competent witness for any purpose, although his sentence may have been fully complied with, unless the judgment of conviction be judicially set aside or reversed, or unless the matter is one to redress or prevent injury or violence attempted, done or threatened to his person or property, in which cases he shall be permitted to testify.

43 Pa. C.S. § 5922.

It is undisputed that in 2007 Mr. Mazer was convicted by a Pennsylvania Court of Common Pleas of conspiracy to commit perjury – a class-3 felony – and sentenced to imprisonment for a term of 6-18 months. (See Exhibit B, pages 5-6.) The broad definition of “perjury” in the statute to include subornation or solicitation to commit perjury effectively includes felony conspiracy to commit perjury.<sup>6</sup> Therefore, Mr. Mazer is incompetent to testify in this matter, and his testimony (UEA St. 3) should be stricken in its entirety.

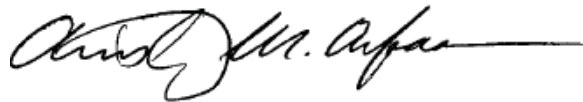
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<sup>6</sup> See 18 Pa. C.S. § 903(a) (definition of criminal conspiracy).

### III. CONCLUSION

For all of the foregoing reasons, Navigate Power respectfully requests that this Motion be granted and that Presiding Officer strike (a) the portions of the Direct Testimony of Ricardo Hernandez II (UEA St. 1) and exhibits identified herein, and (b) the Direct Testimony of Joseph Mazer (UEA St. 3) in its entirety.

Respectfully submitted,



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*Counsel for Navigate Power, LLC*

Dated: March 9, 2016

EXHIBIT A



1 **I. INTRODUCTION AND BACKGROUND**

2  
3 **Q. PLEASE STATE YOUR NAME AND TITLE.**

4  
5 A. My name is Ricardo Hernandez II. I am the president of United Energy Alliance,  
6 LLC (“UEA”). UEA is a Pennsylvania limited liability company that is licensed by  
7 the Commission to act as a broker/marketer to residential, small commercial (25 kw  
8 and under demand), large commercial (over 25 kw demand), industrial, and  
9 governmental customers in all of the electric distribution company (“EDC”) service  
10 territories in the Commonwealth of Pennsylvania.

11  
12 **Q. PLEASE EXPLAIN UEA’S BUSINESS MODEL.**

13  
14 A. UEA is a full-service electrical energy consultant. UEA provides consulting services  
15 and guidance to consumers about their energy needs, and assists customers to obtain  
16 the best energy supply contracts to meet their needs, control their expenses, and  
17 manage their risk to energy market fluctuations. UEA provides ongoing support and  
18 consultation to its customers, handling the customers’ relationship with its energy  
19 supplier, and providing ongoing advice and support for its customers’ energy needs.  
20 UEA engages a team of independent contracting partners (“ICPs”) to solicit and  
21 refer potential customers to UEA. In most cases, we assign pre-existing UEA  
22 Customers to newly engaged ICPs who may be closer based on their home-office  
23 locations. In addition, each ICP is expected to identify potential customers, and  
24 gather information about the potential customer’s energy usage and needs. The ICP  
25 then presents the information to UEA which, in turn, proposes a supplier and  
26 contract to the customer through the ICP. If the customer chooses to enter into a

1 contract recommended by UEA, then UEA earns a commission from the energy  
2 supplier. UEA, in turn, pays a commission to the ICP that identified and referred the  
3 customer to UEA. UEA assigns customers to the ICP – if the customer was  
4 identified by the ICP, it will be assigned to the ICP – and the ICP is responsible for  
5 maintaining UEA’s relationship with the customer, and for providing the ongoing  
6 consultation services relating to the customer’s energy needs.

7  
8 **Q. EXPLAIN HOW THE “BROKER” PROCESS WORKS.**

9  
10 A. UEA, as a broker/marketer, has relationships with various electricity generation  
11 suppliers, each of which offer electricity service in their designated markets on  
12 varying terms. UEA uses its relationships with the suppliers and its knowledge of  
13 each supplier’s product offerings to assist customers to identify the best contract for  
14 the customer’s specific needs. The customer then contracts directly with the  
15 supplier, but the relationship is managed by UEA. For example, UEA assists the  
16 customer with questions about billing and charges; UEA handles most  
17 communications between the supplier and the customer, and UEA continues to  
18 monitor the customer’s business to determine whether the selected contract  
19 continues to meet the customer’s needs or whether some modification is warranted.

20  
21 Most supply contracts are for one year or longer, and many contain provisions that  
22 assess fees for early termination. UEA maintains records of its customers’ contracts,  
23 their monthly energy usage, and their respective end-flow dates, so that UEA is  
24 certain to provide timely consulting services with regard to renewal or replacement  
25 of the contract, whether with the same supplier or a different supplier. UEA,

1 through its ICPs, use this information to fully manage the relationship with the  
2 customers and enable the customers to rely on UEA to provide valuable energy  
3 consulting and brokering services.  
4

5 Although UEA is a broker/marketer for several electricity generation suppliers, UEA  
6 does most of its business with Liberty Power Holdings, LLC (“Liberty Power”). As  
7 it relates to this testimony, all of the customers from whom UEA received  
8 complaints about the Respondents are customers for whom UEA had placed  
9 contracts with Liberty Power, and all of the customers that Respondents deceived or  
10 slammed had contracts with Liberty Power that were brokered and managed by  
11 UEA.

12 **Q. ARE THE ICPS EMPLOYEES OF UEA?**

13  
14 A. No. All of the ICPs are independent contractors. Most contract with UEA  
15 individually, but a few contract with UEA through a sole proprietorship, S  
16 corporation, LLC, or similar small business entity. UEA and the ICP enter into a  
17 formal, written contractual relationship that clearly outlines the relationship of the  
18 parties, the commission structure, the ICP’s responsibilities with respect to  
19 customers, and UEA’s right to remove ICPs and reassign customers if the ICP fails  
20 to meet its obligations, or if the relationship terminates.

21 **IRRELEVANT**

22 ~~Q. WHAT IS UEA’S RELATIONSHIP WITH RESPONDENT RODGER K.~~  
23 ~~WALTER?~~  
24

IRRELEVANT

1 ~~A. Mr. Walter is a former ICP that was associated with UEA. Mr. Walter initially~~  
 2 ~~contracted with UEA in June 2010. A copy of Mr. Walter's ICP Agreement is~~  
 3 ~~attached as Exhibit A<sup>1</sup>. Mr. Walter later signed a second ICP Agreement. Mr.~~  
 4 ~~Walter's ICP Agreement is attached as Exhibit B. UEA suspended Mr. Walter's ICP~~  
 5 ~~Agreement in December 2014 because UEA learned that Mr. Walter had violated the~~  
 6 ~~contract by directing customers to other suppliers and brokers. UEA officially~~  
 7 ~~terminated the ICP Agreement by letter dated March 12, 2015.~~

8  
 9 **Q. WHAT IS UEA'S RELATIONSHIP WITH RESPONDENT ERNIE**  
 10 **HORNING?**

11  
 12 A. Mr. Horning is a former ICP that was associated with UEA. Mr. Horning initially  
 13 contracted with UEA in July 2010. A copy of Mr. Horning's ICP Agreement is  
 14 attached as Exhibit C. Mr. Horning later signed a second ICP Agreement. Mr.  
 15 Horning's ICP Agreement is attached as Exhibit D. UEA suspended Mr. Horning as  
 16 an ICP on February 19, 2015 because UEA learned that Mr. Horning had violated  
 17 the contract by placing contracts through Navigate Power. UEA officially  
 18 terminated the ICP Agreement by letter dated March 12, 2015.

19 **Q. WHAT IS UEA'S RELATIONSHIP WITH RESPONDENT J. NICK**  
 20 **STORCH?**

21  
 22 A. Mr. Storch is a former ICP that was associated with UEA. Mr. Storch actually  
 23 contracted with UEA through his wholly-owned company, Future Energy Solutions,  
 24 LLC ("FES"). Mr. Storch, through FES, initially contracted with UEA in October

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<sup>1</sup> The Contract for Respondents Walter, Horning and Storch identifies Affinity Energy Group (AEG) as a contracting party. AEG changed its name to UEA to avoid confusion with another energy company that used similar initials. AEG and UEA are the same entity.

1 2010. A copy of Mr. Storch's ICP Agreement is attached as Exhibit E. Mr. Storch  
2 later signed a second ICP Agreement. Mr. Storch's ICP Agreement is attached as  
3 Exhibit F. UEA suspended Mr. Storch as an ICP on February 19, 2015 because  
4 UEA learned that Mr. Horning had violated the contract by placing contracts through  
5 Navigate Power. UEA officially terminated the ICP Agreement by letter dated  
6 March 12, 2015.

IRRELEVANT



7 ~~Q. WHAT IS UEA'S RELATIONSHIP WITH RESPONDENT DUANE~~  
8 ~~ALBRIGHT?~~

9  
10 A. Mr. Albright is a former ICP that was associated with UEA. Mr. Albright initially  
11 contracted with UEA in September 2011. A copy of Mr. Albright's ICP Agreement  
12 is attached as Exhibit G. Mr. Albright later signed a second ICP Agreement. Mr.  
13 Albright's ICP Agreement is attached as Exhibit H. UEA suspended Mr. Albright as  
14 an ICP on February 19, 2015 because UEA learned that Mr. Albright had violated  
15 the contract by placing contracts through Navigate Power. UEA officially  
16 terminated the ICP Agreement by letter dated March 12, 2015.

17 ~~Q. WHAT IS UEA'S RELATIONSHIP WITH RESPONDENT ANDY YOUNDT?~~

18  
19 A. Mr. Youndt is a former ICP that was associated with UEA. Mr. Youndt initially  
20 contracted with UEA in October 2012. A copy of Mr. Youndt ICP Agreement is  
21 attached as Exhibit I. Mr. Youndt later signed a second ICP Agreement. Mr.  
22 Youndt's ICP Agreement is attached as Exhibit J. UEA suspended Mr. Youndt as an  
23 ICP on February 19, 2015 because UEA learned that Mr. Youndt had violated the  
24 contract by placing contracts through Navigate Power. UEA officially terminated  
25 the ICP Agreement by letter dated March 12, 2015.

26 ~~Q. WHAT IS UEA'S RELATIONSHIP WITH RESPONDENT DON SHIPP?~~

IRRELEVANT

1  
~~2 A. Mr. Shipp is a former ICP that was associated with UEA. Mr. Shipp initially~~  
3 contracted with UEA in January 2012. A copy of Mr. Shipp’s ICP Agreement is  
4 attached as Exhibit K. Mr. Shipp later signed a second ICP Agreement. Mr. Shipp’s  
5 ICP Agreement is attached as Exhibit L. UEA suspended Mr. Shipp as an ICP on  
6 February 19, 2015 because UEA learned that Mr. Shipp had violated the contract by  
7 placing contracts through Navigate Power. UEA officially terminated the ICP  
8 Agreement by letter dated March 12, 2015.

9 Q. WHAT IS UEA’S RELATIONSHIP WITH FUTURE ENERGY SOLUTIONS?

10  
11 A. Future Energy Solutions is Respondent J. Nick Storch’s wholly-owned LLC through  
12 which he does business as an energy marketing agent.

13 Q. WHAT IS UEA’S RELATIONSHIP WITH NAVIGATE POWER?

14  
15 A. None. UEA has been doing business in the Commonwealth of Pennsylvania for  
16 many years. Navigate Power only obtained its license to operate in the  
17 Commonwealth of Pennsylvania in October 2014. I had never heard of Navigate  
18 Power until I learned that the Individual Respondents had affiliated with Navigate  
19 Power.

20

21 **II. NATURE OF THE HARM AND OF THE COMPLAINTS AGAINST**  
22 **RESPONDENTS**  
23

24 Q. WHAT IS THE NATURE OF THE HARM THAT YOU CLAIM THE  
25 RESPONDENTS ARE CAUSING?

26  
27 A. The ICPs and Navigate Power are engaging in marketing practices that are  
28 misleading, deceptive, and inaccurate, resulting in significant confusion to UEA’s  
29 current and former customers. ~~Additionally, the Respondents have “slammed”~~

LACK OF PERSONAL KNOWLEDGE

1 ~~numerous customers of UEA.~~ As I previously explained, one of the services that  
2 UEA provides to its customers is dispute resolution and assistance in managing their  
3 electricity supply contracts.

HEARSAY

4  
5 ~~In 2014, UEA learned that one or more of the Individual Respondents had been~~  
6 ~~contacting UEA customers far in advance of the end-flow date of the contract to~~  
7 ~~“renew” the contract and lock the customer in for a new term. UEA later learned,~~  
8 ~~however, that the ICPs were not “renewing” contracts with Liberty Power, but were~~  
9 ~~flipping the customers to a new supplier, and were not processing the contracts~~  
10 ~~through UEA. As a consequence, UEA terminated its relationship with Respondent~~  
11 ~~Walter.~~

HEARSAY

HEARSAY

12  
13 In February 2015, UEA ~~learned that the other Respondents were doing the same~~  
14 ~~thing as Respondent Walter, and suspended Respondents Storch, Horning, Albright,~~  
15 ~~Youndt, and Shipp. UEA learned that each of them (directly or through an~~  
16 ~~intermediary) had entered into a relationship with Respondent Navigate Power, and~~  
17 ~~that each of them was actively “flipping” UEA customers to Navigate Power. UEA~~  
18 ~~sent a formal termination notice in March 2015. The suspension email is Exhibit M.~~  
19 ~~The formal termination letters are Exhibit N.~~

HEARSAY

20  
21 UEA received dozens of complaints from customers who had been visited by one or  
22 more of the Individual Respondents, and ~~described all manner of unfair, deceptive,~~  
23 ~~and misleading practices. One customer reported that Respondent Albright utilized a~~

HEARSAY

RH Written Testimony

1 ~~false name when he visited her establishment. Another customer reported that~~  
2 Respondent Albright visited while wearing a shirt with the “UEA” logo, despite the  
3 fact that he no longer was affiliated with UEA. All of the complaining customers  
4 reported that the Individual Respondents failed to disclose their affiliation with  
5 Navigate Power. Many customers reported that their electricity supplier had been  
6 switched from Liberty Power to another EGS, sometimes without the customers’  
7 knowledge, and sometimes based on misrepresentation that the competing EGS was  
8 ~~“the same” or a “related company” to Liberty Power.~~

HEARSAY

9  
10 Upon receiving these various complaints about the Respondents, UEA began to  
11 investigate further into the Respondents’ marketing tactics. UEA then acquired  
12 copies of letters that had been mailed by Respondent Future Energy Solutions, LLC  
13 (and signed by Respondent Storch) and by Navigate Power. UEA learned that most,  
14 ~~if not all, of its customers had received one or more of these letters.~~ The letters  
15 misrepresented the Respondents’ licensure in the Commonwealth, and disparaged  
16 UEA and two of its independent contracting partners.

17  
18 After learning of the letters, UEA elected to take action on its own behalf and on  
19 behalf of its damaged customers to stop the unfair and deceptive acts and practices  
20 being employed by the Respondents.

21  
22 **Q. PLEASE EXPLAIN HOW THE ICPS ARE ENGAGING IN MISLEADING**  
23 **MARKETING?**  
24

Irrelevant (not "misleading customers")

LACK OF PERSONAL KNOWLEDGE

HEARSAY

1 A. The Individual Respondents have been misleading customers in various ways. ~~First,~~  
2 they took customer lists from UEA which ~~contain detailed information about the~~  
~~customers' current energy supplier contracts, including pricing and end flow dates.~~  
4 ~~Then, they went and personally visited the customers before they had separated from~~  
5 UEA, and flipped customers to Navigate Power without disclosing their current  
6 affiliation or dual-affiliation, and frequently without disclosing the fact that the  
7 supplier was changing. Then, after UEA terminated the ICPs, they continued to visit  
8 UEA customers without disclosing that they had separated from UEA, and attempted  
9 to cause the customers to enter into new contracts through Navigate Power. In some  
10 cases, they claimed to be from the customers' "current energy supplier"; in others,  
11 they misrepresented or failed to disclose the identity of the new supplier; in others,  
12 ~~they claimed that the new supplier was a subsidiary of their current supplier. Over~~  
13 ~~time, UEA learned that this had occurred with dozens, and perhaps more than one~~  
14 hundred customers. In fact, more than 40 gave recorded statements to UEA about  
15 the Respondents' misleading conduct, and we attached those recorded statements to  
16 our Formal Complaint. As the Commission will hear from a few, sample customers  
17 who agreed to testify in this matter, this was repeatedly done by each of the  
18 Individual Respondents.

20 Q. HOW DID UEA LEARN OF THE RESPONDENTS' MISLEADING  
21 MARKETING?  
22

23 A. As I mentioned, most of our customers have long-term electricity supply contracts.  
24 Typically, the contracts are between one and three years in duration. UEA monitors  
25 the progress of the contracts and assists the customers as necessary. When the

1 contracts are nearing their end-flow date, typically 60 days or so before the end of  
 2 the term, our ICPs make an appointment to go visit the customer, to evaluate  
 3 whether the customer is happy with the contract, and to make recommendations for  
 4 renewing or replacing the contract.

HEARSAY

5 After the Individual Respondents had separated from UEA, UEA reassigned its  
 6 customers to new ICPs to service the accounts. ~~In the course of servicing these~~  
 7 accounts, and reaching out to speak with the customers, UEA was informed by many  
 8 clients that the clients already had been contacted by the Individual Respondents and  
 9 had already renewed their electricity supply contracts. UEA followed up, and  
 10 learned that the Individual Respondents had failed to disclose that they had separated  
 11 from UEA, and also learned that many of the customers were “flipped” from Liberty  
 12 ~~Power to a different supplier.~~

HEARSAY

14 **Q. WHAT DID UEA DO IN RESPONSE TO LEARNING THAT ITS**  
 15 **CUSTOMERS HAD BEEN FLIPPED BY THE RESPONDENTS?**

16  
 17 A. We assigned new ICPs – either me personally, Joe Mazer, or Brion Ricks – to go  
 18 visit with the customer that had been flipped and find out exactly what they had been  
 19 told by Respondents. ~~In many cases, the customers revealed that the Respondents~~  
 20 had engaged in the deceptive practices that we described in the Formal Complaint.  
 21 We explained to the customers that the Respondents no longer worked with UEA,  
 22 and no longer worked with Liberty Power. Upon learning this, many of the  
 23 customers expressed the desire to remain with UEA and Liberty Power. Those  
 24 customers who expressed such a desire were asked to give a recorded statement  
 25 ~~detailing what the Respondents had told them, and stating that they did not know~~

1 ~~that they were flipped, or did not wish to be flipped, and that they desired to continue~~  
2 working with UEA and Liberty Power. We submitted these recorded statements  
3 ~~with our Formal Complaint.~~

4  
5 **Q. HOW DO YOU KNOW THAT THE RESPONDENTS DID NOT**  
6 **REPRESENT LIBERTY POWER THROUGH THEIR NEW BROKER?**

7  
8 A. Liberty Power sent a letter to our customers informing them that those former UEA  
9 consultants, the Individual Respondents, were no longer authorized to represent  
10 Liberty Power. We merely repeated that information to the customers. A copy of  
11 the Liberty Power letter is Exhibit O.

12  
13 **Q. HOW IS NAVIGATE POWER INVOLVED IN THE DECEPTIVE**  
14 **MARKETING?**

15  
16 A. Navigate Power is the licensed broker through which the Individual Respondents are  
17 operating. As the licensee, it is responsible for all of the actions of its agents,  
18 including all of the individual respondents. In addition, Navigate Power has sent  
19 several letters to UEA's customers that are misleading, deceptive, and cast UEA and  
20 its current ICPs in a false light.

21  
22 First, Navigate Power sent at least two letters to UEA customers on Navigate Power  
23 letterhead and signed by the senior executives of Navigate Power, telling UEA's  
24 customers that Respondent Storch is "your local certified energy consultant," without  
25 disclosing that he had separated from UEA, or that Navigate Power was not  
26 authorized to represent Liberty Power, the customers' current energy supplier. The

1 two letters that we have obtained are Exhibits P and Q.

2  
3 The same letter falsely claimed that “Navigate Power and Nick Storch are licensed to  
4 sell electricity and natural gas in Pennsylvania.” Nick Storch is not licensed at all,  
5 and Navigate Power is not licensed to sell natural gas. A separate letter, also on  
6 Navigate Power letterhead and signed by a senior executive of Navigate Power, states  
7 that “Nick Storch Future Energy Solutions, LLC is licensed to sell electricity and  
8 natural gas in Pennsylvania.” Future Energy Solutions, LLC is owned by Respondent  
9 Storch, and it also is not licensed to sell either electricity or natural gas.

10  
11 Then, Navigate Power sent a letter to UEA customers that falsely suggests that UEA  
12 and its ICPs, Joe Mazer and Brion Ricks, are engaged in “unethical marketing  
13 practices.” This “unethical marketing letter” falsely suggests that UEA or its  
14 representatives were engaged in conduct that is unethical or unlawful, when neither  
15 UEA nor its representatives were being investigated by any local, state, or federal  
16 agency or organization. The “unethical marketing letter” is Exhibit R.

17  
18 Finally, the Individual Respondents – through their lawyer, Wayne Pecht – began  
19 distributing PA State Police Criminal History Reports about me and Joe Mazer to our  
20 customers. Both of us have criminal convictions in our background – as does  
21 Respondent Storch. Mine was when I was seventeen, and Joe’s was a “robbery” that  
22 really was part of a domestic dispute about 8 years ago. We both accepted the

1 consequences of our actions, and have devoted ourselves to our communities and our  
2 careers. Indeed, even Respondents gave video testimonials about UEA, its  
3 commitment to the community, the transparency of the business, that UEA has the  
4 best product in the industry, and that UEA is a great place to work. But now,  
5 Respondents are out trying to scare customers, telling our customers that they cannot  
6 trust UEA or our products or services.

7 **Q. DID NAVIGATE'S LETTERS HAVE ANY IMPACT ON UEA OR ITS**  
8 **CUSTOMERS?**

9  
10 A. ~~They had a huge impact~~ Most of our clients are small businesses – farms,  
11 restaurants, small shops. Most of these clients are fairly unsophisticated when it  
12 comes to the energy market, and it takes a lot of time for us to build up the trust of  
13 these customers as their energy consultants. ~~These letters caused many of our clients~~  
14 ~~to lose trust in UEA because they were getting conflicting information from Navigate~~  
15 ~~Power and FES about the relationship, and then they were getting mailers suggesting~~  
16 ~~that we were doing something unlawful, or that we could not be trusted as energy~~  
17 ~~consultants. In several instances, customers refused to speak with us, or asked us to~~  
18 ~~leave the premises. When we asked why, for those who were willing to talk to us at~~  
19 all, we were told it was because of the letters and what the Respondents told our  
20 ~~customers about us – that we were liars, criminals, and untrustworthy.~~

LACK OF PERSONAL KNOWLEDGE

LACK OF PERSONAL KNOWLEDGE

HEARSAY

21 **Q. WHY DID UEA CHOOSE TO BRING THIS FORMAL COMPLAINT?**


22  
23 A. Because Respondents' actions and misconduct – bullying customers, misrepresenting  
24 products, misrepresenting affiliation, and misrepresenting licensure – have the  
25 combined effect of confusing customers, of undermining the customers' ability to

1 make informed choices, and undermining the competitive market for electricity.  
2 Their conduct affects customers, brokers, and suppliers; but the greatest impact is on  
3 the customers. These small business owners – farmers, shopkeepers, restaurateurs –  
4 typically do not understand the marketplace, and when presented with this deluge of  
5 misinformation and inappropriate marketing, they simply cannot make informed  
6 choices about their energy suppliers or partners. Customers are being slammed, they  
7 are not making informed decisions, and the competitive market is suffering as a  
8 result.

9 **Q. DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**  
10  
11 **A. Yes.**

**List of Exhibits Submitted by Ricardo Hernandez, II**

IRRELEVANT



<b>Exhibit No.</b>	<b>Description</b>
<del>Exhibit A</del>	<del>Mr. Walter's ICP Agreement</del>
Exhibit B	Mr. Walter's ICP Agreement
Exhibit C	Mr. Horning's ICP Agreement
Exhibit D	Mr. Horning's ICP Agreement
Exhibit E	Mr. Storch's ICP Agreement
Exhibit F	Mr. Storch's ICP Agreement
Exhibit G	Mr. Albright's ICP Agreement
Exhibit H	Mr. Albright's ICP Agreement
Exhibit I	Mr. Youndt ICP Agreement
Exhibit J	Mr. Youndt ICP Agreement
Exhibit K	Mr. Shipp's ICP Agreement
<del>Exhibit L</del>	<del>Mr. Shipp's ICP Agreement</del>
Exhibit M	February 2015 Suspension Email
Exhibit N	March 2015 Formal Termination Letters
Exhibit O	Liberty Power Letter
Exhibit P	Navigate Power Letter
Exhibit Q	Navigate Power Letter
Exhibit R	Unethical Marketing Letter

EXHIBIT B

# PENNSYLVANIA STATE POLICE

1800 Elmerton Avenue  
Harrisburg, PA 17110

Control #  
**M13825338**

## REQUEST FOR CRIMINAL RECORD CHECK

**WAYNE PECHT, ESQUIRE**  
**650 NORTH TWELFTH STREET, SUITE 100**  
**LEMOYNE PA 17043**

**TELEPHONE: (000) 000-0000**

### TO WHOM IT MAY CONCERN:

**THE PENNSYLVANIA STATE POLICE DOES HEREBY CERTIFY THAT:**

Name: MAZER, JOSEPH B  
Date of Birth: 08/21/1977  
Social Security #: \_\_\_\_\_  
Sex: M  
Race: White  
Date of Request: 5/11/2015 12:00:00 AM  
Purpose of Request: Other

Maiden Name and/or Alias (1)

(2)

(3)

(4)

**HAS A CRIMINAL RECORD IN PENNSYLVANIA BASED ON A CHECK OF THE ABOVE IDENTIFIERS - CRIMINAL RECORD FOR SID NO: 224-22-01-4 ATTACHED\*\*\***

THE INFORMATION DISSEMINATED BY THE CENTRAL REPOSITORY IS BASED SOLELY ON THE FOLLOWING IDENTIFIERS THAT MATCH THOSE FURNISHED BY THE REQUESTER:

NAME  SOCIAL SECURITY NUMBER  MAIDEN / ALIAS NAME  
 DATE OF BIRTH  RACE  SEX

THE RESPONSE IS BASED ON A COMPARISON OF DATA PROVIDED BY THE REQUESTER AGAINST INFORMATION CONTAINED IN THE FILES OF THE PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY ONLY. PLEASE CONFIRM IDENTIFIERS PROVIDED. POSITIVE IDENTIFICATION CANNOT BE MADE WITHOUT FINGERPRINTS. THE PENNSYLVANIA STATE POLICE RESPONSE DOES NOT PRECLUDE THE EXISTENCE OF CRIMINAL RECORDS, WHICH MIGHT BE CONTAINED IN THE REPOSITORIES OF OTHER LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCIES.

COMPARISON MADE WITH FINGERPRINTS


ADDITIONAL INFORMATION MAY BE AVAILABLE FROM QUERIES OF OTHER STATE AND FEDERAL DATABASES.

SEE WEBSITE <http://www.casafet.org/program-management/volunteer-manage/criminal-bkg-check.htm>

PENNSYLVANIA'S MEGAN'S LAW WEBSITE AT <http://pameganslaw.state.pa.us/>

QUESTIONS CONCERNING THIS CRIMINAL RECORD CHECK SHOULD BE DIRECTED TO THE PATCH HELP LINE TOLL FREE AT 1-888-QUERY-PA (1-888-783-7972)

CERTIFIED BY:



**Lieutenant Kevin J. Deskiewicz**  
DIRECTOR, CRIMINAL RECORDS AND IDENTIFICATION DIVISION  
PENNSYLVANIA STATE POLICE

DISSEMINATED BY: 111317

05/14/2015



FINES AND COSTS/  
RESTITUTION

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD  
SP4-137B

CRIMINAL HISTORY RECORD - CONTINUATION FOR \*\*\* 224-22-01-4 \*\*\*  
COMPILED: 2015/05/15

PAGE: 2 of 6

=====

NAME: HOSTETTER, JOSEPH BRIAN	OTN: E605819-4
ARRESTED: 1996/09/13 PAPSP3100 GETTYSBURG STATE POLICE	OCA: H39742
DISPO DATE: 1997/02/03	
DISTRICT JUSTICE DOCKET NUMBER: CR0779-1996	

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
	CC3502 BURGLARY	1		PLEAD GUILTY/ STATE CORRECTIONAL FACILITY/ 005 YRS - 010 YRS

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD

=====

NAME: MAZER, JOSEPH BRIAN	OTN: E633580-3
ARRESTED: 1996/10/05 PAPSP3100 GETTYSBURG STATE POLICE	OCA: H39741
DISPO DATE:	
DISTRICT JUSTICE DOCKET NUMBER: CR0828-1996	

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
	CC6301 CORRUPTION OF MINORS	1	M1	PLEAD GUILTY/ STATE CORRECTIONAL FACILITY/ 001 YRS - 002 YRS

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD

=====

NAME: MAZER, JOSEPH BRIAN	OTN: E880892-5
ASSOCIATED OTN(s): E734477-2 / E734478-3 / E734479-4 / E734480-5 / E822547-5 / E834786-1	
ARRESTED: 1997/04/28 PAPSP3100 GETTYSBURG STATE POLICE	OCA: H41469
DISPO DATE:	
DISTRICT JUSTICE: 51303	

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
1997/02/02	CC903 CRIMINAL CONSPIRACY RECEIVING STOLEN PROPERTY (CC3925)	1	M1	FOUND GUILTY/ STATE CORRECTIONAL FACILITY/ 002 YRS - 005 YRS
1997/02/02	CC3304A1 CRIMINAL MISCHIEF	1	S	FOUND GUILTY

SP4-137B

CRIMINAL HISTORY RECORD - CONTINUATION FOR \*\*\* 224-22-01-4 \*\*\*  
COMPILED: 2015/05/15

PAGE: 3 of 6

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
1997/02/08	CC903 CRIMINAL CONSPIRACY RECEIVING STOLEN PROPERTY (CC3925)	1	M1	FOUND GUILTY/ STATE CORRECTIONAL FACILITY/ 002 YRS - 005 YRS
1997/02/16	CC3502 BURGLARY	1	F2	FOUND GUILTY/ STATE CORRECTIONAL FACILITY/ 005 YRS - 010 YRS
1997/02/16	CC3503A1 CRIMINAL TRESPASS-BUILDIN G AND OCCUPANTS	1	F2	FOUND GUILTY
1997/02/16	CC903 CRIMINAL CONSPIRACY BURGLARY (CC3502)	1	F2	FOUND GUILTY/ STATE CORRECTIONAL FACILITY/ 005 YRS - 010 YRS
1997/02/16	CC3921 THEFT BY UNLAWFUL TAKING OR DISPOSITION	1	M1	FOUND GUILTY
1997/02/16	CC3925 RECEIVING STOLEN PROPERTY	1	M1	FOUND GUILTY
1997/02/16	CC3304 CRIMINAL MISCHIEF	1	S	FOUND GUILTY
1997/02/17	CC3502 BURGLARY	1	F2	FOUND GUILTY/ STATE CORRECTIONAL FACILITY/ 005 YRS - 010 YRS
1997/02/17	CC3503A1 CRIMINAL TRESPASS-BUILDIN G AND OCCUPANTS	1	F2	FOUND GUILTY
1997/02/17	CC903 CRIMINAL CONSPIRACY BURGLARY (CC3502)	1	F1	FOUND GUILTY/ STATE CORRECTIONAL FACILITY/ 005 YRS - 010 YRS
1997/02/17	CC3921 THEFT BY UNLAWFUL TAKING OR DISPOSITION	1	M1	FOUND GUILTY

SP4-137B

CRIMINAL HISTORY RECORD - CONTINUATION FOR \*\*\* 224-22-01-4 \*\*\*  
COMPILED: 2015/05/15

PAGE: 4 of 6

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
1997/02/17	CC3925 RECEIVING STOLEN PROPERTY	1	M1	FOUND GUILTY
1997/02/17	CC3304 CRIMINAL MISCHIEF	1	S	FOUND GUILTY

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD

=====

NAME: MAZER, JOSEPH BRIAN OTN: K509262-5  
ARRESTED: 2007/02/12 PA0674700 NEWBERRY TWP OCA: UNKNOWN  
DISPO DATE: 2007/11/13 COMMON PLEAS DOCKET: CP-67-CR-0002213-2007  
DISTRICT JUSTICE: 19309

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
2007/02/12	CC3502A BURGLARY	1	F1	PLEAD GUILTY/ STATE CORRECTIONAL FACILITY/ 15 MOS - 30 MOS
2007/02/12	CC3921A THEFT BY UNLAWFUL TAKING OR DISPOSITION	1	F3	PLEAD GUILTY

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD

=====

NAME: MAZER, JOSEPH BRIAN OTN: K422541-0  
ARRESTED: 2007/05/09 PA0211700 SILVER SPRING TWP OCA: UNKNOWN  
DISPO DATE: 2007/05/09  
DISTRICT JUSTICE: 09304  
DISTRICT JUSTICE DOCKET NUMBER: CR1216-2007

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
2007/01/27	CC3924 THEFT OF PROPERTY LOST, MISLAID OR DELIVERED BY MISTAKE	1	M3	PLEAD GUILTY/ FINES

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD

=====

NAME: MAZER, JOSEPH BRIAN OTN: K599097-2  
ARRESTED: 2007/09/27 PA0674700 NEWBERRY TWP OCA: 07M5338  
DISPO DATE: 2008/02/19 COMMON PLEAS DOCKET: CP-67-CR-0000771-2008  
DISTRICT JUSTICE: 19309  
SP4-137B

CRIMINAL HISTORY RECORD - CONTINUATION FOR \*\*\* 224-22-01-4 \*\*\*  
COMPILED: 2015/05/15

PAGE: 5 of 6

\*\*\* COURT DATA \*\*\*

OFFENSE DATE	CHARGE	COUNT	GRADE	DISPOSITION
2007/07/14	CC903 CRIMINAL CONSPIRACY	1	F3	PLEAD GUILTY/ STATE

	PERJURY (CC4902A)			CORRECTIONAL FACILITY/ 06 MOS - 18 MOS PLEAD GUILTY
2007/07/14	CC903 CRIMINAL CONSPIRACY HINDERING APPREHENSION OR PROSECUTION (CC5105A5)	1	F3	
2007/07/14	CC903 CRIMINAL CONSPIRACY OBSTRUCTING ADMINISTRATION OF LAW OR OTHER GOVERNMENTAL FUNCTION (CC5101)	1	M2	PLEAD GUILTY/ COUNTY PROBATION/ 12 MOS CONSECUTIVE WITH CC4902A

FOR MORE INFORMATION, CONTACT THE APPROPRIATE COURT OF RECORD

=====

CUSTODY INFORMATION

FACILITY/ INSTITUTION	ADMISSION DATE	RELEASE DATE
-----	----	----
PA021025C DEPARTMENT OF CORR ECTIONS	2008/10/16	
APPLIES TO OTN(s): E605819-4 / E880892-5		
PA021025C DEPARTMENT OF CORR ECTIONS	2008/10/16	
APPLIES TO OTN(s): E605819-4 / E880892-5		
PA021025C DEPARTMENT OF CORR ECTIONS	2008/10/16	2011/02/28
APPLIES TO OTN(s): K509262-5 / K599097-2		
PA021025C DEPARTMENT OF CORR ECTIONS	2008/10/16	2011/02/28
APPLIES TO OTN(s): K509262-5 / K599097-2		

=====

PROBATION/PAROLE INFORMATION

AGENCY	OCA	START DATE	END DATE	PAR/PRO	LIFE CODE
-----	---	-----	-----	-----	----
PA001013G ADAMS COUNTY	CC-718-9	1996/11/03	1998/10/03	PROBATION	

APPLIES TO OTN: E605819-4  
SP4-137B

CRIMINAL HISTORY RECORD - CONTINUATION FOR \*\*\* 224-22-01-4 \*\*\*  
COMPILED: 2015/05/15

PAGE: 6 of 6

AGENCY	OCA	START DATE	END DATE	PAR/PRO	LIFE CODE
-----	---	-----	-----	-----	----
PA022035G BOARD OF PROBATION AND PAROLE	419BQ	2007/03/08	2008/01/08	PAROLE	

APPLIES TO OTN: E880892-5

=====

ADDITIONAL IDENTIFIERS

AKAs: HOSTETTER, JOSEPH / HOSTETTER, JOSEPH B / MAZER, JOSEPH  
DOBs:

SOCs:  
MNU:

=====

F=FELONY, M=MISDEMEANOR, S=SUMMARY AND THE NUMERIC=DEGREE  
ARREST(S) SUPPORTED BY FINGERPRINT CARD(S) ON FILE  
RESPONSE BASED ON COMPARISON OF REQUESTER FURNISHED INFORMATION AND/OR  
FINGERPRINTS AGAINST A NAME INDEX AND/OR FINGERPRINTS CONTAINED IN THE FILES OF  
THE PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY ONLY, AND DOES NOT PRECLUDE  
THE EXISTENCE OF OTHER CRIMINAL RECORDS WHICH MAY BE CONTAINED IN THE  
REPOSITORIES OF OTHER LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCIES.  
THE PENNSYLVAINA STATE POLICE IS IN THE PROCESS OF SWITCHING FROM SCN CHARGE COD  
ES TO THE PURDON'S FORMAT. RAP RESPONSES MAY SHOW BOTH SCN AND PURDON'S FORMATTE  
D CHARGES.  
\*\*\*\*\* END OF RAP SHEET \*\*\*\*\*

**§ 5922. Disqualification by perjury.**

In a civil matter, a person who has been convicted in a court of this Commonwealth of perjury, which term is hereby declared to include subornation of or solicitation to commit perjury, shall not be a competent witness for any purpose, although his sentence may have been fully complied with, unless the judgment of conviction be judicially set aside or reversed, or unless the matter is one to redress or prevent injury or violence attempted, done or threatened to his person or property, in which cases he shall be permitted to testify.

**Cross References.** Section 5922 is referred to in section 5931 of this title.