

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Florence R. Parker Chaila

Complainant,

V.

C2021-3024417

Metropolitan Edison Company

Choice Energy, LLC, dab 4 Choice Energy, LLC,

Respondents.

**EXEPTIONS TO: INITIAL DECISION
Before John M. Coogan, ALJ**

42 U.S.C. §1981

I. RIGHT TO MAKE AND ENFORCE CONTRACTS

42 U.S. Code § 1981 - Equal rights under the law affords all persons to:

- (a) **Statement of equal rights** - All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

- (b) **“Make and enforce contracts” defined** - For purposes of this section, the term “make and enforce contracts” includes the making, performance, modification, and *termination of contracts*, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

To reach a finding that Parker Chaila did not carry her burden under the state laws of the PAPUC to find no violations occurred, is incorrect. It is incorrect based on both earlier and new evidence enclosed herein. Violations did occur specifically in, Public Utility code

66 Pa.C.S. §332(a)- burden of proof, of the Public Utility Code, under 66 Pa.C.S. § 701, -Complaints; 52 Pa. Code §111.11(c), - receipt of disclosure statement and right to rescind transaction; 52 Pa.Code §111.7, - customer authorization to transfer account; transaction; verification; documentation; 52 Pa. Code §141 - dispute procedures and 66 Pa.C.S. §1303, Adherence to tariffs, et al.

Serious U. S. Constitutional violations occurred that are contrary to, **42 USC §1981 (a)(b) and specifically (c)** provisions. Pennsylvania's state laws discussed in the *Initial Decision impairs her rights to make and enforce contracts under color of those laws* and her rights are impaired by the nongovernmental corporate organizations that discriminated against the enforcement of her rights by the conduct of Met-Ed and Choice Energy in their - Agent and Principal actions carried out in this matter. Their individual and collective conduct is discriminatory in nature that rallied in support of and under color of state laws of Pennsylvania. All state laws and nongovernmental entities have directly impaired her Equal Rights as provided below:

- (c) **Protection against impairment** - The rights protected by this section are protected against impairment by nongovernmental discrimination and impairment under color of State law.

The Initial Decision, under color of state laws, - 52 Pa. Code §111.11(c), - receipt of disclosure statement and right to rescind transaction; [*ALJ, opined Parker Chaila did not rescind timely, therefore, she by implication accepted the contract*]; 52 Pa.Code §111.7, - customer authorization to transfer account; transaction; verification; documentation; [*ALJ, opined Parker Chaila does not have rights to verify or transfer account . . . documentation*] and 52 Pa. Code §141 - dispute procedures - [*ALJ, opined Parker Chaila did not dispute issues according to procedure or carried her burden*].

State laws do however recognize contracting parties rights to terminate or mutually rescind agreements by the parties discussed below. Further her U. S. Constitutional Rights had under 42 U.S.C. 1981, et seq., were both ignored in light of the state's provisions the Initial Decision referenced. Asserted violations for reasons stated are equally supported by the testimony of Mr. Cheung, who under oath testified in, "***Pennsylvania, there is no need***

for customers to sign or acknowledge contracts' entered into via telemarketer energy companies." [para phrased].

If Pennsylvania residents are not required to acknowledge or sign contracts before being enrolled by a utility for service under the laws of this jurisdiction as Mr. Chueng testified, then Pennsylvania has taken away an individual customer's rights of choice. Here the choice to voluntarily make or enter contracts does not exist in Pennsylvania. Does Pennsylvania acknowledge or sign energy contracts for the individual consumers? If Mr. Chueng's testimony about Pennsylvania's energy contracts position is as testified by Mr. Chueng, that law directly voids all individual rights had under 42 U.S.C. §1981 to (1) make, (2) terminate and (3) enforce contracts.

State laws and Mr. Chueng's testimony both supports actions that prohibits the impairment of such rights since the state makes the choice for the individual consumer without acknowledgement and or signature of the individual consumer. As a nongovernmental entity, Choice Energy, Principal and Met-Ed, Agent have both discriminated against the Chaillas' rights to contract. In Choice Energy's instance, it allowed its Agent - via apparent authority or with its ratification - to continue billing and demanding payment of its, 'early cancellation fee.' Nevertheless, Choice Energy on March 22, 2021, mutually agreed to rescind the contract. Either it rescinded the contract or it did not, you - Choice Energy cannot have it both ways. It has allowed Met-Ed to use its' name on all bills sent to the Chaillas since March 22, 2021 through November 15, 2021. Exhibit B - November 15, 2021, Met-Ed utility bill.

No state laws can dictate which contract an individual consumer resident enters or does not enter into; especially when Pennsylvania contract law allows parties to mutually rescind. Urban Sites of Chicago, LLC v. Crown Castle USA, 2012 IL App (1st) 111880, 365 Ill. Dec. 876, 979 N.E.2d 480 (App. Ct. 1st Dist. 2012). That is particularly the case when an individual consumer or resident is not allowed to first review, then sign and acknowledge a contract, as a contracting party consistent with their individual U. S. Constitutional Rights under 42 U.S.C. §1981.

IN CONCLUSION

Parker Chailla's 42 U.S.C. §1981 rights exists to make, enforce and terminate contracts is her right of choice. This jurisdiction's state laws impairs and is contrary to her U. S. Constitutional rights had under the law. Pennsylvania laws represents a State action under color of state laws. They are in violation of her rights to terminate contracts, to make contracts and to amend contracts at her choice.

The U. S. Constitution is the Supreme Law of the Land and it preempts all conflicting state laws where it has occupied the field, as it has. Nongovernmental corporate entities - Met-Ed and Choice Energy - have discriminated her and thereby impaired her 42 U.S.C. 1981 rights to terminate contracts within and outside of conflicting state based rescission terms and conditions. 52 Pa. Code §111.11(c), it is especially violative since the parties agreed to mutually rescind their contract on 3/22/21.

II. ***CONTRACTING PARTIES 'MUTUALLY ASSENTED' TO RESCIND***

Parties to a contract are not forever locked into its terms, Urban Sites of Chicago, LLC v. Crown Castle USA, 2012 IL App (1st) 111880, 365 Ill. Dec. 876, 979 N.E.2d 480 (App. Ct. 1st Dist. 2012) but have the right to amend their contract by *mutual consent*. A & T Siding, Inc. v. Capitol Specialty Ins. Corp., 358 Or. 32, 359 P.3d 1178 (2015).

Accordingly, parties to an existing contract may, by mutual assent, modify it, Large v. Mobile Tool Intern., Inc., 724 F.3d 766 (7th Cir. 2013) (applying Virginia law) ; Allstate Ins. Co. v. Stinebaugh, 374 Md. 631, 824 A.2d 87 (2003) provided the modification does not violate the law Ayres v. Ocwen Loan Servicing, LLC, 129 F. Supp. 3d 249 (D. Md. 2015) or public policy, F.R.S. Development Co., Inc. v. American Community Bank and Trust, 2016 IL App (2d) 150157, 2016 WL 715112 (Ill. App. Ct. 2d Dist. 2016) and provided that there is consideration for the new agreement or that it satisfies a statute or is made under circumstances making consideration unnecessary - [*good will of Choice Energy*]. Allstate Interiors & Exteriors, Inc. v. Stonestreet Const., LLC, 907 F. Supp. 2d 216 (D.R.I. 2012) , aff'd, 730 F.3d 67 (1st Cir. 2013). Furthermore, the parties to a written contract may modify, waive, or make new terms notwithstanding terms in the contract

designed to hamper such freedom. Lone Mountain Production Co. v. Natural Gas Pipeline Co. of America, 984 F.2d 1551 (10th Cir. 1992) (applying Utah law) ; Metzler Contracting Co. LLC v. Stephens, 774 F. Supp. 2d 1073 (D. Haw. 2011) ,aff'd, 479 Fed. Appx. 783 (9th Cir. 2012)

PAPUC' ALJ has not raised issues that found the rescission violated any law.

IN SUMMARY

A contract to be rescinded, there must be a contract to undo in the first place. A contract is a legally binding agreement between at least two competent parties. Assuming a contract existed in this instance, the parties would be the Chaillas' and Choice Energy d/b/a 4 Choice Energy. Metropolitan Edison, an agent of Choice Energy was not a party. It had no say in the making, modifying or termination of the contract, if any, only the parties as they did via their mutual assent that agreed to rescind.

Pennsylvania does recognize parties to a contract can amend, modify or even terminate contracts. The Initial Decision appears to disregard Pennsylvania contract law. In so doing, its decision has violated Parker Chailla' rights had under the U. S. Constitutional provision of 42 U.S.C. §1981 in reaching its' decision.

Effective Cancellation Occurred By *Mutual Assent* to Rescind, March 22, 2021

February 2, 2021, the Chaillas requested cancellation of the 4 Choice Energy account. February 3, 2021, Met-Ed acknowledged closure of the 4 Choice Energy account. Met-Ed was contacted because there was no other information available to contact the entity billed for by Met-Ed.

Mr. Mike Needham of Choice Energy via Express Mail sent his March 22, 2021, letter. Therein, he agreed to cancel the account. Additionally, in his words, 'in good will' he or Choice Energy collectively decided to cover cost of the 'early cancellation fee.'

March 22, 2021, the parties to the contract, if any, were the Chaillas and Choice Energy d/b/a 4 Choice Energy. The alleged customer and energy supplier, as parties to the contract, they both agreed to mutually rescind the contract.

On that date, the principal-agent relationship between Choice Energy and Metropolitan Edison was of no interest or substance to the Chaillas'. As early as March 22, 2021, any and all billing for 4 Choice Energy by law should have ended. It did not.

Despite Title 52 Chapter 56.140 the PAPUC did not stop the disputed billing in spite it knew that the contract was rescinded March 22, 2021. Further, Metropolitan Edison, well aware of the March 22, 2021, rescission it allowed its agent to continue to bill the Chaillas that began March 2021 through November 15, 2021. Without any enforcement of the PAPUC law to stop Met-Ed's billing and harassment practices, it continues for now nine months.

Therefore, since the parties, via mutual assent agreed to cancel the contract, it was effectively cancelled March 22, 2021, by the parties. Yet, Met-Ed, a non-party to the contract, if any, continued to harass the Chaillas for an inordinate period thereafter. It demanded payment of the, 'early cancellation fees' owed to it by Choice Energy.

With regard to the Met-Ed vs. PAPUC tariff agreement recited by its counsel as she examined her witness Ms. Lauri Parker; that extensive contractual agreement between Met-Ed and its regulator, the PAPUC is not common knowledge of consumers. [66 Pa.C.S. §1303, Adherence to tariffs]. To recite §1303 it as if it had particular contractual meaning to consumers or that it held consumers to that level of detailed knowledge to contract for services, is inconsistent with the needs to decide whether or not to make or enter into a contract with an energy supplier. Only the cost of kilowatt hour is important to a consumer., yet, it appears the ALJ found otherwise and has held her to knowing the details of the *Adherence to tariffs*, but it has not held Met-Ed so when that provision applies to it¹.

For nearly a full hour that soliloquy-examination of Ms. Parker continued. It had little or no justification of why Met-Ed continued billing the Chaillas' - despite the provision 1303 clearly states tariff holders. . . are to, "compute bills under the rate most advantageous to the patron." Even more so, why has the PAPUC allowed Met-Ed to continue billing the Chaillas when it also knew the account was closed 2/3/21 and since

¹ § 1303. Adherence to tariffs.

No public utility shall, directly or indirectly, by any device whatsoever, or in anywise, demand or receive from any person, corporation, or municipal corporation a greater or less rate for any service rendered or to be rendered by such public utility than that specified in the tariffs of such public utility applicable thereto. The rates specified in such tariffs shall be the lawful rates of such public utility until changed, as provided in this part. Any public utility, having more than one rate applicable to service rendered to a patron, shall, after notice of service conditions, compute bills under the rate most advantageous to the patron.

Choice Energy confirmed the cancellation occurred on March 22, 2021. To a reasonable prudent person, it appeared as if PAPUC promoted unabated harassment through incorrect billing tactics of Met-Ed.

IN CONCLUSION

Metropolitan Edison Company is not a party to the contract. Yet, it continues still in its November 15, 2021, paper bill to assess a payment for, 'early cancellation fees' to the Chailla's for its Principal, Choice Energy, d/b/a 4 Choice Energy, despite its principal had agreed to cancel the contract. Exhibit A May 17, 2021.

In Federal Courts in California and Massachusetts, actual authority is an agent's power to act based on the principal's manifestations to the agent. Actual authority can be express or implied. Express authority means actual authority that a principal has stated in very specific or detailed language. Conversely, implied authority is actual authority based on an agent's reasonable interpretation of the principal's manifestations under the circumstances. Apparent authority is the power held by an agent to affect a principal's legal relations with third parties when a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations.

It is the Chaillas belief that Met-Ed has apparent authority to act on behalf of Choice Energy. Such can be created only by the *principal's* manifestations to a third party and is not established by only the purported agent's representations of authority to a third person. Ratification is the affirmance of a prior act done by another, whereby the act is given effect as if done by an agent acting with actual authority. To constitute ratification a principal need not explicitly communicate consent to an agent. The ratification can be achieved simply by rewarding or congratulating the agent's behavior or failing to object or repudiate the action as has occurred in this instance.

In this regard Met-Ed's actions implicates its own liability via apparent authority as an Agent. Choice Energy's ratification corroborates Met-Ed's actions and its own liability for harassment and violations done in this matter whether Met-Ed is acting with or without authority against the Chaillas' interests and in the absence of the PAPUC's Order to stop

billing for disputed amounts gives its tacit approval to continue unabatedly contrary to its regulatory enforcement authorities.

III. METROPOLITAN EDISON'S PAPER VS. ELECTRONIC BILLS ARE VERY VERY DIFFERENT 52 PaCode §56.15²

Met-Ed's paper vs. electric bills do in fact differ. The paper bill is made much more clear, detailed and understandable, it has 11 captioned itemized parts in that utility bill.

The cursory *Electronic bill* is dramatically unclear, non-detailed and fails to provide understood information, it has only four captioned similar itemized parts for that version. Exhibit B Nov 15, 2021, paper bills.

The highlighted section is named 'Section (g).' It typifies the distinctions. That section is critical to understanding the bill. It is shown only on the Paper bill from Met-Ed. It is not shown on the Electronic bill, and neither are the other eight parts. See Exhibit B.

III. THREAT TO TERMINATE LANGUAGE WAS MADE BY MET-ED

A threat has been defined to be any menace of such a nature and extent as to unsettle the mind of the person on whom it operates, and *to take away from his acts that free,*

² § 56.15. Billing information. - A bill rendered by a public utility for metered residential public utility service must state clearly the following information: (1) The beginning and ending dates of the billing period. (2) If applicable, the beginning and ending meter readings for the billing period. If a bill is estimated, it shall contain a clear and conspicuous marking of the word "Estimated." (3) The due date on or before which payment shall be made or the account will be delinquent. (4) The amount due for service rendered during the current billing period, specifying the charge for basic service, the energy or fuel adjustment charge, State tax adjustment surcharge if other than zero, State sales tax if applicable and other similar charges. The bills should also indicate that a State gross receipts tax is being charged and a reasonable estimate of the charge. A Class A utility shall include a statement of the dollar amount of total State taxes included in the current billing period charge. For the purpose of this paragraph, a Class A utility shall also include a Class A telephone utility as defined under § 63.31 (relating to classification of public utilities). (5) Amounts due for reconnection charges. (6) Amounts due for security deposits. (7) The total amount of payments and other credits made to the account during the current billing period. (8) The amount of late payment charges, designated as such, which have accrued to the account of the customer for failure to pay bills by the due date of the bill and which are authorized under § 56.22 (relating to accrual of late payment charges). (9) The total amount due. (10) A clear and conspicuous marking of estimates. (11) A statement directing the customer to "register any question or complaint about the bill prior to the due date," with the address and telephone number where the customer may initiate the inquiry or complaint with the public utility. (12) A statement that a rate schedule, an explanation of how to verify the accuracy of a bill and an explanation, in plain language of the various charges, if applicable, is available for inspection in the local business office of the public utility and on the public utility's web site. (13) A designation of the applicable rate schedule as denoted in the officially filed tariff of the public utility. (14) Electric distribution utilities and natural gas distribution utilities shall incorporate the requirements in §§ 54.4 and 62.74 (relating to bill format for residential and small business customers).

voluntary action which alone constitutes consent. Abbott. See State v. Cushing. 17 Wash. 544. 50 Pac. 512; State v. Brownlee, 84 Iowa, 473, 51 N. W. 25; Cote v. Murphy, 159 Pa. 420, 28 Atl. 190, 23 L. R. A. 135, 39 Am. St. Rep. 6S6.

Met-Ed did in fact threaten to terminate the Chaillas' residential services in its January 14, 2021, letter. Exhibit C.

IV. ENROLLMENT — DIS-ENROLLMENT WITH CHOICE ENERGY

Page 11 - The record does indicate that Parker Chailla spoke to a Choice Energy sales agent on January 5, prior to confirming her enrollment via the January 5 TPV call. Choice Energy Exhibit 2, Tr. 87-88, Unlike the January 5, TPV call, there is no oral recording, written transcript or other record of the content of Parker Chailla's *conversation* with Choice Energy sales agent.

Exception (1): ALJ correctly states a January 5, TPV call was recorded. That recording stated by the AUTOMATED VOICE, it did say three-days to rescind.

Objection (1): Neither ALJ, Met-Ed, Choice Energy or 4 Choice Energy Introduced into the record the detailed conversation had between Choice Energy's agent and Parker Chailla that occurred on January 5.

It is noted that the ALJ correctly stated that segment was not recorded. Only Mrs. Parker Chailla had personal knowledge of the facts, conversation and exchange that occurred on January 5, 2021, to which she testified under oath or affirmation. During the Agent - Parker Chailla conversation, Choice Energy's agent, told Parker Chailla that a 10-day period was provided to make a final decision whether to enroll or to dis-enroll.

Parker Chailla's recollection of differences in the rescission periods stated between the AUTOMATED VOICE and the Agent. The agent said 10-days, whereas; the TPV AUTOMATED VOICE said three-days.

Any reasonably prudent person, in hindsight would question whether that was a tactical plot to deceive. The AUTOMATED VOICE says 3-days; whereas the Agent says 10-days and there is no recording to verify the discrepancy is even more suspicious. Choice Energy's Agent did not testify. Absent a recording of the Agent and Parker Chailla's conversation had on January 5, is an issue. But then to cast dispersions on Parker

Chailla's testimony is at best a mockery of her. Offensive, very unpleasant and pointedly unkind to imply that she would under oath or affirmation would make willful misrepresentations to subject herself to perjury. On the parts of Choice Energy's counsel Coyle and Deeney, those were attacks of a person, its' legally filed papers failed to answer pleas, they too were an attack on a person, not the issue, just as Coyle's direct examination of her was an attack illustrative of misconduct by attorneys.

Ignored was a key indicator was Mrs. Parker Chailla's voiced hesitancy during the confirmatory AUTOMATIC VOICE recording, as pointed out at the hearing. Also note the TPV automated system required a 'yes' or 'no' answer only. The binary response allowed for only one of two possible answers. It is understood that the option to say "No" existed; however, a fair minded belief existed that time to review the Contract would occur before a decision to enroll maybe an issue, especially since that too did not occur as is maintained by Mrs. Parker Chailla. Also Pennsylvania does not require a contracting party to sign or to acknowledge a contract as Mr. Chenug testified, that too was not known prior to January 5, or even after, that is until Mr. Chenug testified to his personal knowledge of that fact.

Regarding the 'deception' it cannot be ignored that seven day difference existed between the Agent and the AUTOMATED VOICE's rescission periods. Was it a compounded deception to defraud unwitting consumers? Are fair-minded unwary consumer subjected to falling prey to tricky telemarketing phone sale calls? Without the January 5, Agent and Parker Chailla conversation, that belief is speculative. What the problem is, that same speculation has resulted into a four hour ALJ telephone hearing, a more than 11 month period of back and forth communications, disputes, billed for the 'early cancellation fee' when the Principal agreed to pay it as evidenced in its 3/22/21, letter, threats to terminate services and anxiety over violation of U. S. Constitutional rights, et al.

For whose expediency did Pennsylvania allow an energy supplier to enroll a consumer without the consumer's confirmed acknowledgement, signature and review of an agreement by the consumer beforehand? It is definitely not for the consumer's expediency. What government can force a consumer to enter into a contract unseen and unsigned? This is not just a slippery slope as Mrs. Parker Chailla testified or commented upon. It is a clear violation of all consumer's U. S. Constitutional rights. All consumers make contracts at

their choice. The Constitution does not permit the state to make contracts for the consumer. It is a choice to so do and the decision rests with the consumer, not the state.

To confirm existence of Mr. Chueng's personal knowledge, it is requested that in his counsel's reply to this Exception that he produce a copy of the Pennsylvania provision that allows energy companies to enroll individual consumers into contracts without a consumer's signature and acknowledgement.

Exception and Objection (2): Exercising either the three-day or 10-day right of rescission was prevented. It is maintained that the Chailla's did not receive timely notice. The alleged contract summary of disclosure was not provided timely to respond to either period. It was not received until March 22, 2021, in the letter sent by Mike Needham.

Allegations that the postage paid and properly addressed contract summary of disclosure was delivered to the Chailla's fails to recognize the known instances of "serving the sewer" is also an option for service. It is still maintained today that the alleged contract summary of disclosure was definitely not received by the Chailla's despite the inference that it was mailed timely no actual evidence exists that shows when and whether it was definitely received, when it was not. Without evidence of its actual delivery, that item was not delivered to the Chailla's and that position is still maintained.

Further, according to the United States Postal Service (USPS), the amount of mail that was undeliverable as addressed (UAA) was near 4.7 percent in 2010. The percentage rate of lost mail cannot be measured, because the amount actually lost is unknowable. Calculating the percentage of anything lost is problematic. The USPS does not have methods for collecting data on the number of items lost; if they were able to count them, the items wouldn't be lost. Properly addressed letters may be occasionally misplaced, found and then delivered, but properly addressed items are rarely lost by the USPS.³

IN CONCLUSION

The alleged 'disclosure contract summary' from Choice Energy was not received until its March 22, 2021, letter was received that contained a check. The letter from Mike Needham indicated that the account was in fact closed, or in the language of First Energy's Generation Interconnection, it confirmed the below responsive reply:

³ <https://www.reference.com/business-finance/percentage-lost-standard-usps-mail-839882afe0b991dd>.

Thank you for your inquiry. Our records show that 4 Choice Energy was removed from your account effective 02/03/2021” - stated in FirstEnergy’s External Generation Interconnection Email reply. See March 4, 2021, Exhibit C.

The above reply is to an email from Florence and Optatus Chailla; both of whom sent as a separate emails on February 2, 2021. The first email was sent to Crystie Olszewski of Met-Ed by Mrs. Parker Chailla and the second email was sent to Met-Ed Meter Services Calendar from Dr. Optatus Chailla the same day. See Parker Chailla’s March 4, 2021, letter to PAPUC Exhibits F and E respectively.

V. NATIONAL DO NOT CALL REGISTRY

Initial Decision, pages 15-16 discussed the National Do Not Call Registry. Contrary to the testimony of Mr. Chenug of Choice Energy, the Chaillas’ landline telephone number called by its Agent at 570 424-5386 was registered on the National Do Not Call Registry as early as December 27, 2016, as illustrated below - in the 2nd step is the registration then the confirmation:

STEP ONE REGISTRATION



register@donotcall.gov

To: thebusiness2@yahoo.com

Tue, Dec 27, 2016 at 5:11 PM

Thank you for completing the first step to register your phone number with the National Do Not Call Registry. Please click on the link below to complete your request to register your phone number ending in 5386:

Here is the link (the link will only be available once):

<https://www.donotcall.gov/register/RegConf.aspx?344B2FFB-EF3A-454E-8ED8-1563E305B62F>

Note: you must respond to this email by clicking the link within 72 hours for your registration to be successful. If you don't get a "Registration Complete" message after clicking on the link, or the link does not work, use your "copy" and "paste" functions to insert the entire link in the email into your Web browser's address bar. Once you have successfully registered, the link will no longer be active.

If you don't wish to be registered with the Do Not Call Registry, don't click on link. We won't register your number or retain your information.

Please do not reply to this message as it is from an unattended mailbox. Any replies to this email will not be responded to or forwarded. This service is used for outgoing emails only and cannot respond to inquiries.

Further, the National Do Not Call Registry's confirmation below shows the completed link step was concluded within 72 hours of receipt of its registration as shown on the below registration:

STEP TWO CONFIRMATION



National Do Not Call Registry

En Español

Registration Complete

You have registered the following telephone number in the National Do Not Call Registry:

(570) 424-5386

You may print this page if you wish to retain a copy for your records.

As new confirmatory evidence that the Chaillas' landline telephone was registered supports their position that their privacy was violated, contrary to the finding of the ALJ.

It should be noted that the National Do Not Call Registry carries violations under provisions of the ***Telemarketing Sales Rule (TSR)***, which can be up to \$43,280 per call. Choice Energy d/b/a/ 4 Choice Energy called the Chaillas on January 5, 2021, at their registered home landline telephone when that number was registered on the National Do Not Call Registry December 27, 2016. It has violated the Telemarketing Sales Rule. Additionally, the ***Telephone Consumer Protection Act (TCPA)*** contains a private right of action, which means a ***private individual*** is legally entitled to enforce the statute, often in small claims court. As a result, TCPA violations are enforced through individual lawsuits - *which will be initiated in this matter for this particular case*. This is the primary enforcement mechanism for the TCPA but it is also possible that states can initiate civil actions against offenders and the statute of limitations for a TCPA lawsuit is only 4 years, beginning on the date of this violation - for this matter January 5, 2021 set in motion the violation time line, that provided the Chailla's a private right to action till January 5, 2025. This is the primary enforcement mechanism for the TCPA but it is also possible that ***states*** can initiate civil actions against offenders. The ***Federal Communications Commission (FCC)*** also has the authority to assess penalties for TCPA violations. Those penalties could be as high as \$26,000 per violation.

IN SUMMARY

It is requested that the alleged 'data service company,' be named, its contact information be provided by Choice Energy as testified to by Mr. Cheung. As evidence, it is requested that it be produced and immediately and provided to Parker Chailla.

Under federal laws referenced, Choice Energy and its' 'data company' have both violated the Chailla's privacy rights that existed since 2016. Under the Do Not Call Law, they elected not to be bothered with calls telemarketing calls from uninvited entities. The TCPA is a "strict liability" statute. This means that a violation of the TCPA imposes liability on the offender - or offenders - regardless of intent. Since the Chailla's landline telephone was registered with the National Do Not Call Registry before Choice Energy d/b/a 4 Choice Energy's agent called on January 5, 2021, then that call was in violation of their privacy.

IN CONCLUSION

Rights to make and enforce contracts is a Constitutional Civil Right. No state law can impair that right. No nongovernmental entity can violate or impair that right either. Failure to recognize such rights by application of state laws to do so is a violation of the Chailla's U. S. Constitutional rights under color of state laws. Choice Energy d/b/a/ 4 Choice Energy or Metropolitan Edison cannot force a customer to enter into a contract and neither can the state of Pennsylvania or any state administrative agency for that fact.

The basis of this dispute was to (a) close an account where proper and timely Notice of its activation was not received within the rescission time period contrary to the testimony and findings of the ALJ; (b) to stop billing charges by Met-Edison who for 11-months placed on our monthly utility bills and (c) by what appeared initially to be honest corporate actions, that is the unilateral actions of Choice Energy's choice to pay the 'early cancellation fee' to resolve that issue as among corporate entities on behalf of canceled customer account and rescinded contract; that process went awry. As testified, the \$230.00 check - now lost - was not a refund as it was called in Mike Needham's letter, not in the traditional sense of the word. The Challas' paid no money. The Chaillas' was not entitled to a, "refund." Clear and above board dealings are the ways we do things.

No one has dealt with the issues of: why did Choice Energy send a, "refund" check to the Chaillas when it intended that, 'refund' to cover the 'early cancellation fees' due to Met-Ed? Why did it not send its check directly to Met-Ed, leaving the Chaillas out of corporate internal accounting issues? Why call it a 'refund' when no money was paid to Choice Energy by the Chaillas? Why get the Chaillas caught up in the internal accounting schemes of corporate entities over how each managed their own internal accounting transactions? Why has the Chaillas been now made to appear as the uncooperative party when they cancelled as early as possible given the untimely Notice of rescission to cancel that without actual evidentiary proof of receipt, such Notice was sent 'untimely', is maintained by Parker Chailla?

We chose not to negotiate that check because it was not a 'refund', to call it such was an error on the part of Choice Energy. We choose not to deposit that check into our personal bank account or cash it at all since it was not a "refund" intended for us since we did not pay anything to warrant a 'refund.' Seemingly unrecognized traits - fairness, objectivity and honesty - such are in short supply these days. By not using money we are not entitled to it is a choice - it was our choice.

There are already enough people here and there who attempt to take one's reputation through the muck and mire of defamation, cast dispersions and the like by trying to punch down negative attitudes and interactions. None of those are what, we do not need or want as are typified in this matter.

As PA residents, consumers and individuals we purely sought to present evidence and information to a tribunal in an effort to seek out corrective regulatory agency actions and receive fair and objective treatment. At all reasonable time by reasonable peoples, 'Notice' is a right, even in contractual matters - here no notice of rescission was given. Proper Notice was once a basic tenant of a civilized society that believed laws were the best way for a society to operate, rather than anarchy. However, if the testimony of Mr. Chueng is correct, when a state allows an energy sales telemarketer to decide when to enroll an individual consumer under an energy contract, that can occur without a signature or acknowledgement from the consumer! This state facilitates the broadsiding of the other contracting party to face issues like those experienced herein. If any aspect of Mr. Chenug of Choice Energy testimony made under oath, is remotely true, then this is no longer a civilized society. This jurisdiction has strayed far a field to support the making of contracts for others without their signature or acknowledgement of individual consumers is unbelievable. That is quite truly going some great lengths to embroil consumers in this very types of mess as experienced here.

Nevertheless, here we are more than 11-months of harassment, putrid acts and actions suffered herein akin to personal attacks by counsels. These are not the actions of a civilized fair-minded thinking peoples society. In short this entire matter has been a down right nasty affair orchestrated by Pennsylvania laws that exposes residents to these types of actions, that is if Mr. Cheung's testimony is true as he alleged under oath.

This was a simple request to stop Met-Ed from billing us as consumers when the account had been closed on February 3, 2021, then with Choice Energy's mutual assent on March 22, 2021. Short sighted underestimation of the tenacity of people to assert their rights, it is always a winner. Now damages have arose in crystal clear fashion to show violations of not only *consumer rights* as individuals that occurred under the Telephone Consumer Protection Act (TCPA), but to also unbelievably too, arisen are rather serious U. S. Constitutional deprivations, discrimination and detrimental harms found in application of state action provisions, *under color of laws* and the nongovernmental entities that have discriminated against our rights as both corporate entities have purposefully carried out. These are such significant damages that were intended and targeted to directly undermine rights had by U. S. Citizens to make and enforce contracts, of their choice.

Date: November 15, 2021

Respectfully submitted,

Florence R. Parker Chailla

Florence R. Parker Chailla, JD
P. O. Box 1111
Stroudsburg, PA 18360

CERTIFICATION

I am Florence R. Parker Chailla, I am of full age and do hereby affirm that the foregoing statements made herein are true to the best of my knowledge and belief. I am aware that if any of the foregoing is willfully false, I may be subject to punishment.

Date: November 15, 2021

Respectfully submitted,

Florence R. Parker Chailla

Florence R. Parker Chailla, JD
P. O. Box 1111
Stroudsburg, PA 18360

PROOF OF SERVICE

Today, the below named PAPUC ALJ and legal representatives have been served electronically the contents of this Exception appeal in reply to the ALJ Initial Decision October 26, 2021. I affirm that the foregoing are true to best of my knowledge and belief. I am aware if any of the foregoing is willfully false, I may subject to punishment.

eFile@pa.gov <efile@pa.gov>

The Honorable John M. Coogan Administrative Law Judge Pennsylvania Public Utility
Commission 400 North Street Harrisburg, PA 17120 jcoogan@pa.gov

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Secretary Rosemary Chiavetta, Esq., Pennsylvania Public Utility Commission
rchiavetta@pa.gov

Date: November 15, 2021

Respectfully submitted,

Florence R. Parker Chailla

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P. O. Box 1111
Stroudsburg, PA 18360

January 14, 2021 Met-Ed letter

Threat to terminate service


Submitted to PAPUC 3/4/21 as Exhibit A	Plain language meaning of Exhibit A's paragraph 4
 <p>The image shows a letter from Met-Ed (a FirstEnergy Company) to Optatus N. Chailla at 25 Garden Street, Stroudsburg, PA 18360. The letter is dated January 14, 2021. It informs the customer that they have selected Choice Energy as their electric generation supplier. The letter includes the following text:</p> <p>Service Address: 25 GARDEN ST STROUDSBURG PA 18360</p> <p>Dear: OPTATUS N CHAILLA,</p> <p>We have been notified that you have selected the following company as your electric generation supplier:</p> <p>CHOICE ENERGY 1031 OFFICE PARK RD., #9 WEST DES MOINES IA 50265 (888)565-4490</p> <p>Our records indicate that you have chosen to receive one bill from Met-Ed that will reflect Met-Ed and your new electric generation supplier. If this information is incorrect, please call Choice Center at 1-888-478-2300.</p> <p>If we do not hear from you, your new electric generation supplier will begin providing your service on January 15, 2021. Depending on your supplier agreement, you may drop your service. Regardless of whether or not you choose a supplier, Met-Ed will continue to provide safe, reliable service and respond to outages.</p> <p>Please remember that residential and small commercial customers who fail to pay for generation service provided by an electric generation supplier and billed by Met-Ed may have their service terminated.</p> <p>If you have any questions, call our Retail Choice Center at 1-888-478-2300, Monday through Friday, 8 a.m. to 5 p.m.</p> <p>Sincerely, Met-Ed</p>	<p>On the left is the January 14, 2021 letter from Met-Ed. It is addressed to Optatus N. Chailla and addressed to 25 Garden Street, Stroudsburg, PA 18360. The Customer Number: is not a number recognized in prior Met-Ed customer service number. <u>ALJ Findings of Fact, p. 4, ¶5 and 9 ref. 1/14/21 letter.</u></p> <p>In the fourth paragraph it says:</p> <p>“Please remember that residential and small business customers who fail to pay for generation service provided by an electric generation supplier and billed by Met-Ed may have their service terminated.”</p> <p>The language, applies to residential customers as is the residence of Optatus N. Chailla. <u>ALJ Findings of Fact, p. 3, ¶4.</u></p> <p>The language in the same sentence clearly states, ‘customers who fail to pay for generation service provided by an electric generation supplier and billed by Met-Ed may have their service terminated.’</p> <p>The language in that paragraph is not an equivocation. It is clear. There is no question that if the bill is not paid, it may have service terminated.</p> <p>To the consumer, that is a threat to terminate electric service.</p>

EXHIBIT B - NOVEMBER 15, 2021 PAPER BILL FROM MET-ED



Bill Based On: Actual Meter Reading

Page 1 of 2
M78

October 25, 2021
Account Number: 100 111 671 580
Amount Due: \$247.05
Due Date: November 15, 2021

Billing Period: Sep 22 to Oct 20, 2021 for 29 days
 Bill For: OPTATUS N CHAILLA
 25 GARDEN ST
 STROUDSBURG PA 18380

To report an emergency or an outage, call 24 hours a day 1-888-544-4877 For Customer Service, call 1-800-545-7741 For Payment Options, call 1-800-902-4848 Pay your bill online at www.firstenergycorp.com
 Bill Issued by: Met-Ed, PO Box 16001, Reading, PA 19617-6001

Shopping Information		Account Summary	Amount Due
Customer Number	Rate Category	Previous Balance	261.70
0806360294 0002104205	Standard Residential ME-RESF	Payments/Adjustments	-42.13
		Balance at Billing on Oct 25, 2021	219.57
		Met-Ed - Consumption	27.48
		Amount Due by Nov 15, 2021	\$247.05

Messages
**** REMINDER NOTICE ****
 When this bill was prepared, your account had an unpaid balance. If you have already made this payment, thank you. If not, please promptly pay the overdue amount. Call us if you have questions or for information on payment arrangements.

To avoid a 150% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your current **PRICE TO COMPARE** for generation and transmission from Met-Ed is listed below. For you to save, a supplier's price must be lower.

Standard Residential - 0002104205 - 7.12 cents per KWH

Your next meter reading is scheduled to occur on or about Nov 27, 2021.

Your bill includes \$2.02 in PA taxes, of which \$1.89 is PA gross receipts tax.

Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

The Distribution System Improvement Charge was adjusted on October 1, 2021. This charge recovers costs incurred to repair, improve or replace infrastructure the company uses to deliver electricity to its customers.

Usage Information for Meter Number 5032079850

Oct 20, 2021 KWH Reading (Actual)	7,471
Sep 22, 2021 KWH Reading (Actual)	7,324
KWH used	147

Charges From Met-Ed

When contacting an Electric Generation Supplier, please provide the following Customer Number: 0806360294 0002104205.			
Rate: Standard Residential ME-RESF			
Price to Compare Default Service	147 KWH	x 0.071140	10.46
Customer Charge			9.80
Distribution System Improvement Charge			0.50
Distribution Charge	147 KWH	x 0.053878	7.92
Solar Requirements Charge	147 KWH	x 0.000170	0.02
Default Service Support Charge	147 KWH	x 0.003640	0.52
I.C.I.A. Voluntary Surcharge			-1.74
Current Consumption Bill Charges			27.48

Detail Payment and Adjustment Information

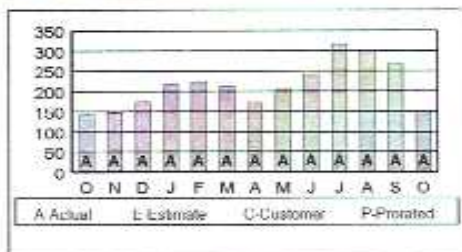
10/06/21 Payment	42.13
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Account Balances by Company

	Previous Balance	Payments/Adjustments	Current Charges	Amount Due
Met-Ed	176.82	-42.13	27.48	162.17
1-Choice Energy	84.88	0.00	0.00	84.88
Total	261.70	-42.13	27.48	247.05

Additional messages, if any, can be found on back.

Usage History



Comparisons

	Last Year	This Year
Average Daily Use (KWH)	5	5
Average Daily Temperature	59	62
Days in Billing Period	20	29
Last 12 Months Use (KWH)		2,020
Average Monthly Use (KWH)		219

