

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PA 17120**

**Pramukh Swami Maharaj, LLC
v.
Liberty Power Holdings, LLC**

**Public Meeting – September 3, 2015
2419263-ALJ
Docket No. C-2014-2419263**

**JOINT MOTION OF COMMISSIONER PAMELA A. WITMER
AND CHAIRMAN GLADYS M. BROWN**

Before the Pennsylvania Public Utility Commission (Commission) today is the Complaint of Praamukh Swami Maharaj, LLC (Complainant) against Liberty Power Holdings, LLC (Liberty Power). In the Complaint, Complainant alleges that there were excessive charges on its bill and that Liberty Power unilaterally, without notice, increased Complainant's rate.

In the Initial Decision, upon noting that the Complainant is not a small business customer, the Administrative Law Judge dismisses the case by stating that certain sections of the Commission's regulations do not apply here (namely 52 Pa. Code §§ 54.4(a) and 54.5(a)), and thus the Commission "lacks the authority to refund charges for the electric generation supply service provided in this case." I.D. at 9. While nothing that the ALJ says is technically incorrect, in our opinion, this analysis misses the point in this proceeding.

We agree with the ALJ's ultimate conclusion that the Complaint at issue should be dismissed, but not for the reasoning proffered. In this case, the Complaint should be dismissed outright because the Complainant failed to satisfy its burden of proof to show that Liberty Power, in this instance, violated any Commission regulation, order or statute.

Specifically, the facts in this case show the following: (1) that in April of 2011, Complainant willingly enrolled with Liberty Power for a 30 month fixed price contract that was set to expire in December, 2013; (2) that, at the time of enrollment, Complainant was informed that upon expiration of the initial term and receipt of two reminder notices, absent any affirmative action by the Complainant, the contract at issue would switch to a variable rate; (3) that Liberty Power sent two reminder notices that were not returned as undeliverable and received no reply from the Complainant; and (4) that, upon demonstration of non-action by the Complainant, the contract at issue switched to a variable rate.

We understand the Complainant's frustration with receiving a variable rate for two billing cycles before they instituted a de-enrollment. However, we believe that the clarification in the reasoning for dismissal of the Complaint is necessary to remind all customers of the importance of understanding the terms of their contracts, of reading renewal notices and of being aware of the potential implications of not doing so. This case also illustrates the benefits of accelerated

switching timeframes, which did not exist at the time of this proceeding, allowing a consumer to effectuate a switch for any reason.

THEREFORE, WE MOVE THAT:

The Office of Special Assistants prepare an order consistent with this motion.

DATE: September 3, 2015



PAMELA A. WITMER
COMMISSIONER



GLADYS M. BROWN
CHAIRMAN