**PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Harrisburg, PA 17120**

Public Meeting held August 5, 2021

Commissioners Present:

Gladys Brown Dutrieuille, Chairman

David W. Sweet, Vice Chairman

John F. Coleman, Jr.

Ralph V. Yanora

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| Pennsylvania Public Utility Commission,  Bureau of Investigation and Enforcement  v.  National Gas & Electric, LLC |  | M-2020-2637688 |

**Opinion and Order**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is a proposed Joint Petition for Approval of Settlement (Settlement, Settlement Agreement, or Petition) filed on November 19, 2020, by the Commission’s Bureau of Investigation and Enforcement (I&E) and National Gas & Electric, LLC (NG&E or Company) [[1]](#footnote-1) (collectively, the Parties), with respect to an informal investigation conducted by I&E. Both Parties submitted Statements in Support of the Settlement. The Parties submit that the proposed Settlement is in the public interest and is consistent with the Commission’s Policy Statement at 52 Pa. Code § 69.1201, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy* (*Policy Statement*). Settlement at 4. For the reasons set forth herein, we shall grant the Petition and, thereby, approve the proposed Settlement, consistent with this Opinion and Order.

**History of the Proceeding**

This matter stems from I&E’s concerns regarding a promotional postcard that NG&E mailed to prospective customers in November 2017. The postcard in question, promoting NG&E’s fixed price electricity supply offer, allegedly may have disclosed confidential information of a PPL Electric Utilities, Inc. (PPL) customer, misrepresented savings with NG&E, and provided inaccurate and untimely information about PPL’s rate; therefore, violating the Public Utility Code (Code) and the Commission’s Regulations. Petition at 4, 7.

Upon determining that the allegations warranted a further investigation to examine whether the actions of NG&E violated Commission Regulations, I&E instituted an informal investigation of NG&E based on information referred to I&E by the Commission’s Office of Competitive Market Oversight (OCMO). Petition at 4.

Thereafter, the Parties entered into negotiations and agreed to resolve the matter in accordance with the Commission’s policy to promote settlements at 52 Pa. Code § 5.231. Petition at 4. The Parties filed the instant Settlement on November 19, 2020. *Id*.

**Background**

On December 1, 2017, OCMO became aware of NG&E’s marketing material, a postcard, that was headlined “**NOTICE OF PPL ELECTRIC RATE INCREASE**.” Petition, Exhibit 1 (emphasis in original). The postcard stated that “PPL’s residential default electric rate **increased 14%** effective June 1st 2017”[[2]](#footnote-2) and that customers could “**Save 25%** compared to PPL’s higher June‑November 2017 rate.” *Id.* (emphasis in original). The postcard also referenced a PPL customer’s name and the last four digits of the customer’s PPL account number. *Id*.

On December 5, 2017, OCMO contacted NG&E regarding the postcards in question and advised NG&E to cease sending the postcards and to review all enrollments resulting from the inaccurate and outdated information on the postcards to ensure that its customers clearly understood the pricing of the NG&E offer and its comparative relationship to the June-November 2017 PPL default rate as well as to the new December 2017 default rate.

In response, NG&E informed OCMO that NG&E had already ceased mailing the postcards in question and that it had instructed its agents to point out to customers the date range on the postcard, June-November 2017, and to inform customers of PPL’s new December 2017 default rate of 7.463 cents per kWh and the accurate percentage of savings to NG&E’s lowest offer, which became 17% savings instead of the 25% savings based upon the quoted June-November 2017 PPL default rate. Petition at 5.

Subsequently, OCMO initiated a referral to I&E regarding NG&E’s marketing material in question.

I&E’s informal investigation concluded that sufficient data had been gathered to substantiate alleged violations of the Commission’s Regulations in connection with the marketing material. Upon investigation, I&E determined that NG&E mailed a total of 155,252 postcards to prospective customers on November 22, 2017 and that approximately 90,634 of NG&E’s prospective customers received a postcard that improperly contained the confidential and personal information of a PPL customer, including the customer’s name and the last four digits of the customer’s PPL account number. I&E also determined that because PPL’s default rate for December 2017 through May 2018 had decreased to 7.463 cents per kWh on December 1, 2017, the postcard misrepresented savings with NG&E and contained inaccurate and outdated information about PPL’s default rate by the time the prospective customers received the postcards. Approximately 2,500 of the prospective customers may have received the postcard in question after PPL’s December 1, 2017 rate decrease. In response to the postcards, seventy customers enrolled with NG&E. Petition at 6-7.

NG&E advised that the printing of the confidential information on the postcards was due to a mail merge error on the part of the vendor that NG&E used for printing and mailing services. NG&E also alleged that the postcards accurately represented the savings compared to the quoted PPL price to compare from June-November 2017, but mis-stated savings with NG&E compared to the new PPL price to compare effective December 1, 2017, and that the postcards contained outdated information about PPL’s price to compare because the delivery schedule for the postcards was inadvertently delayed by the same vendor. According to the Company, the delay is what caused some prospective customers to receive the postcards after PPL’s December 1, 2017 price to compare decrease. Petition at 6.

Upon review of NG&E’s marketing material and NG&E’s responses to I&E’s data requests, I&E identified four types of potential violations. Specifically, I&E was prepared to contend by the filing of a formal complaint that NG&E: (1) failed to maintain the confidentiality of a consumer’s personal information in violation of 52 Pa. Code § 54.43(d),[[3]](#footnote-3) with regard to 90,634 of the 155,252 postcards that were mailed to prospective customers on November 22, 2017; and with regard to the approximately 2,500 postcards that may have been received after December 1, 2017; (2) misrepresented savings offered by NG&E in violation of 52 Pa. Code § 111.12(d)(2);[[4]](#footnote-4) (3) provided inaccurate and untimely information about PPL’s rates being offered in violation of 52 Pa. Code § 111.12(d)(4);[[5]](#footnote-5) and (4) as a result of the postcards that misrepresented savings with NG&E and provided inaccurate and untimely information about PPL’s rates, customers were enrolled with NG&E in violation of 52 Pa. Code § 111.12(d)(1).[[6]](#footnote-6) Petition at 7-9.

Weighing the seriousness of the disclosure of confidential customer information, misrepresentation of savings with NG&E, inaccurate and untimely information related to PPL’s rates, and the customer enrollments against various mitigating circumstances that are present here, I&E determined that the Settlement was appropriate. I&E noted NG&E’s efforts to remediate the situation by addressing the misrepresented savings percentage and inaccurate and untimely information regarding PPL’s rates with customers who received the postcards, as explained above. Additionally, I&E acknowledged that the Company has been cooperative with I&E’s investigation, as exemplified by the Company’s responsiveness to data requests and by identifying policies and procedures that can be further improved to assist NG&E in enhancing consumer protection and its marketing materials and to satisfy the commitments that I&E has required in the settlement process. I&E Statement in Support at 4-5.

By Order entered May 20, 2021, (*May 2021 Order*), the Commission provided interested parties with the opportunity to file comments. In order to be considered timely, comments were due within twenty days of the date of entry of the *May* *2021 Order*. No comments were filed.

**Terms and Conditions of the Settlement**

The Parties indicate that the Settlement, which is attached to this Opinion and Order, has been filed by the Parties to resolve all issues related to I&E’s informal investigation and represents a compromise by both I&E and NG&E of their respective competing positions in this proceeding. Additionally, the Parties submit that the Settlement is in the public interest and is consistent with the Commission’s *Policy Statement*. The Parties further state that the Settlement constitutes a carefully crafted package representing reasonably negotiated compromises on the issues addressed herein. Petition at ¶¶ 41, 43. The Parties urge the Commission to approve the Settlement as being in the public interest. Petition at 15.

The Settlement consists of the Joint Petition for Approval of Settlement containing the terms and conditions of the Settlement, an exhibit, and three appendices. Exhibit 1 contains the postcard received by the Director of OCMO on December 1, 2017. Appendix A contains Proposed Ordering Paragraphs, while Appendices B and C to the Settlement are the Statements in Support of the Settlement submitted by I&E and NG&E, respectively.

The essential terms of the Settlement are set forth in Paragraph 34. Settlement at 10-12. The Parties agreed to the following terms and conditions, excerpted in relevant part, as follows:

1. A. NG&E will pay a civil penalty in the amount of One Hundred and Twenty Thousand Dollars ($120,000.00). Said payment shall be made within thirty (30) days of the entry date of the Commission’s Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the “Commonwealth of Pennsylvania.” The docket number of this proceeding shall be indicated with the certified check or money order and the payment shall be sent to:

Rosemary Chiavetta, Secretary

Pennsylvania Public Utility Commission

Commonwealth Keystone Building

400 North Street

Harrisburg, PA 17120

The civil penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f) and shall not be passed through as an additional charge to NG&E’s customers in Pennsylvania.

B. In addition to the civil penalty above, NG&E will contribute the amount of Thirty Thousand Dollars ($30,000.00) into PPL’s hardship fund. Said contribution shall be made within thirty (30) days of the entry date of the Commission’s Final Order approving the Settlement Agreement. NG&E shall file a verification with the Commission showing its compliance with this settlement term within sixty (60) days of the date of entry of the Final Order in this proceeding.

C. NG&E will take or has taken corrective action and implemented revisions to its operating procedures which will act as safeguards against future distribution of marketing materials that disclose confidential customer information, misrepresent savings, and provide inaccurate and untimely information about rates being offered. The pertinent portions of NG&E’s modified procedures are briefly described as follows:

1. NG&E shall continue its quality and control measures that require NG&E to review and authorize a proof of all marketing materials that are to be printed by a third-party vendor before the mailing occurs;
2. NG&E shall be required to mail out any time-sensitive marketing materials at least two (2) months before an EDC’s price to compare goes into effect to ensure that prospective customers receive information that is accurate and timely;
3. For the next three (3) years, NG&E will provide any future mailing material intended for Pennsylvania customers to I&E for review at least fifteen (15) days prior to printing;
4. NG&E will continue to utilize tracking methods to determine how many customers enrolled in response to each unique mailer, so the scope and impact of any future problems can be quickly identified; and
5. NG&E’s customer service and sales scripts related to the utility price to compare shall continue to specifically state the end date of the current utility price to compare.

Settlement at 10-12.

In response, I&E agrees to forgo the institution of any formal complaint against NG&E with respect to allegations which were subject of I&E’s instant investigation. Petition at 12-13.

The proposed Settlement is conditioned on the Commission’s approval without modification of any of its terms or conditions. If the Commission does not approve the proposed Settlement or makes any change or modification to the proposed Settlement, either Party may elect to withdraw from the Settlement. *Id.* at 13-14.

**Discussion**

Initially, we note that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the Parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *also see, generally*, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

Pursuant to our Regulations at 52 Pa. Code § 5.231, it is the Commission’s policy to promote settlements. The Commission must review proposed settlements to determine whether the terms are in the public interest. *Pa. PUC v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004). In this regard, the Commission’s *Policy Statement* at 52 Pa. Code § 69.1201 sets forth ten factors that we may consider in evaluating whether a civil penalty for violating a Commission order, Regulation or statute is appropriate, as well as if a proposed settlement for a violation is reasonable and approval of the settlement agreement is in the public interest. The *Policy Statement* sets forth ten factors we use when determining whether, and to what extent, a civil penalty is warranted in litigated and non-litigated settled cases. In settled cases, while many of the same factors may still be considered, the settling parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest.” 52 Pa. Code § 69.1201(b). Based on our review of the Settlement, we find, as discussed in more detail below, that the application of these factors supports approval of the Settlement.

The first factor considers whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, or if the conduct was less egregious, such as an administrative or technical error. Conduct of a more serious nature may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(1). As noted, the alleged conduct in this matter involves the following four actions: (1) the disclosure of confidential customer information; (2) the misrepresentation of savings with NG&E; (3) the inaccurate and outdated information related to PPL’s rates; and (4) the customer enrollments resulting from the promotional postcards. The Parties submit that, although any violation of Commission Regulations is serious, in this instance the violations are characteristic of administrative or technical errors, resulting from NG&E’s lack of oversight of its mail fulfillment vendor, which do not rise to the level of willful fraud or misrepresentation. Specifically, I&E noted that the confidential information (a potential customer name along with four digits from the customer’s PPL account number) that was printed on the postcards was due to a technical, mail merge error on the part of the vendor that NG&E used for printing and mailing services. I&E Statement in Support at 9. Likewise, according to NG&E, the alleged violations resulting from the conveyance of outdated information related to PPL’s rates, the misrepresentation of the subsequent potential savings with NG&E and the customer enrollments as a result thereof was due to an unforeseen delay in its vendor’s delivery schedule, which caused some prospective customers to receive the postcards after PPL’s December 1, 2017 price to compare decrease. I&E Statement in Support at 3. Nonetheless, NG&E fully cooperated with I&E during its investigation and accepts responsibility for these errors. NG&E Statement in Support at 5. Furthermore, once NG&E was made aware of the issues with its marketing materials, the Company commenced corrective measures. I&E Statement in Support at 3. While we consider customer privacy, as well as the use of misleading and deceptive marketing materials, whether it be inadvertent or not, as matters of concern, we find that the conduct at issue in this proceeding was not of a serious nature within the context of the *Policy Statement*. Consequently, the less egregious nature of the conduct was considered in arriving at the civil penalty amount in the Settlement.

The second factor considered is whether the resulting consequences of NG&E’s alleged conduct were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(2). The Parties submit that no personal injury or property damage occurred as a result of the alleged violations. I&E Statement in Support at 10; NG&E Statement in Support at 5. Additionally, NG&E noted that while it takes the allegations seriously, as reflected in its agreement to pay a significant civil penalty and make a sizable contribution to PPL’s hardship fund, in this case the 70 customers that enrolled with NG&E as a result of the postcard mailing all realized a sizeable savings in comparison to PPL’s Price to Compare.[[7]](#footnote-7) NG&E Statement in Support at 5. NG&E has proposed and agreed to numerous modifications to its business practices in order to minimize the likelihood of any adverse consequences to the public in the future. NG&E Statement in Support at 5. Regarding the customer information that was inadvertently disclosed on NG&E’s promotional postcard, I&E noted that, according to PPL, the last four digits of a PPL account number will not provide access or allow anyone to gain access to confidential customer information. I&E Statement in Support at 10-11. Therefore, based on this assurance reported by PPL and the fact that no customer complaints were filed regarding the postcard mailing, we find that it does not appear that there have been any adverse consequences resulting from the release of the customer billing information in this instance. Consideration of this factor accordingly supports a lower civil penalty.

The third factor to be considered under the *Policy Statement* is whether the alleged conduct was intentional or negligent. 52 Pa. Code § 69.1201(c)(3). “This factor may only be considered in evaluating litigated cases.” *Id.* Whether NG&E’s alleged conduct was intentional or negligent does not apply because this matter is being resolved via settlement of the Parties. I&E Statement in Support at 11. Therefore, this factor does not need to be considered in this proceeding.

The fourth factor to be considered is whether the Company has made efforts to modify its internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered. 52 Pa. Code § 69.1201(c)(4). As set forth in the Statements in Support of the Settlement, NG&E has agreed to undertake several remedial actions designed to address the conduct at issue by enhancing consumer protection and NG&E’s marketing materials in order to prevent similar conduct from reoccurring. *See* Settlement at ¶ 24(C); I&E Statement in Support at 11; NG&E Statement in Support at 6. Additionally, in response to the technical errors which led to the misleading nature of NG&E’s marketing material, NG&E instructed its agents to point out to customers the date range on the postcard, June-November 2017, and to inform customers of PPL’s new December 2017 default rate of 7.463 cents and the accurate percentage of savings to NG&E’s lowest offer, which became 17% savings instead of the 25% savings based upon the quoted June-November 2017 PPL default rate. I&E Statement in Support at 11. NG&E has taken appropriate action to address the issue and thus decrease the likelihood of similar incidents in the future. Therefore, we find that this factor warrants a lower penalty against NG&E.

The fifth factor to be considered relates to the number of customers affected by the Company's actions and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). I&E’s investigation determined that of the 155,252 promotional postcards mailed to prospective customers on November 22, 2017, approximately 2,500 of NG&E’s prospective customers may have received the postcard in question after PPL’s December 1, 2017 Price to Compare decrease. In response to the postcards, 70 customers enrolled with NG&E. NG&E noted that the breakdown of the 70 enrollments is as follows: (1) forty customers enrolled prior to December 1, 2017 and received 25% savings for at least some period; (2) five customers enrolled between December 1 and December 4, 2017 and received 17% savings; (3) thirteen customers enrolled between December 5 and December 20, 2017 and received 17% savings; and (4) twelve customers enrolled in January 2018 and received 17% savings. NG&E Statement in Support a 6. NG&E also noted that it did not receive any customer complaints regarding its postcard mailing. *Id*. Thus, this information warrants a lower civil penalty.

The sixth factor that may be considered is the compliance history of the regulated entity. 52 Pa. Code § 69.1201(c)(6). “An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.” *Id*. Here, I&E submits that it is not aware of any enforcement action brought against NG&E relating to the disclosure of confidential customer information or marketing materials that misrepresent savings or provide inaccurate or untimely information about rates being offered, nor have there been any formal complaints filed against NG&E regarding this matter. I&E Statement in Support at 12. Thus, we find this factor leans toward a lower penalty.

The seventh factor to be considered relates to whether the Company cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). I&E and NG&E submit that NG&E fully cooperated in the investigation in this matter, including cooperating in both informal discovery as well as settlement discussions. I&E Statement in Support at 12; NG&E Statement in Support at 7. Therefore, NG&E’s cooperation warrants a lower civil penalty.

The eighth factor we may consider is the amount of the civil penalty necessary to deter future violations. 52 Pa. Code § 69.1202(c)(8). Here, NG&E has agreed to pay a civil penalty of $120,000, as well as contributing $30,000 to PPL’s hardship fund. I&E and NG&E both submit that the total amount of civil penalty, which is not tax deductible, and hardship contributions to be made by NG&E is substantial and sufficient to deter NG&E from committing future violations. I&E Statement in Support at 12-13; NG&E Statement in Support at 7. Accordingly, we agree, and therefore, the civil penalty is appropriate.

The ninth factor examines whether the results of a proposed settlement are consistent with past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(9). I&E submits that the instant Settlement Agreement should be viewed on its merits as there are no past Commission decisions that are directly responsive to this matter. I&E Statement in Support at 13. However, NG&E submits that this Settlement is consistent with past Commission actions and presents an appropriate and reasonable outcome. NG&E Statement in Support at 7. Thus, the civil penalty is appropriate.

The tenth standard provides that the Commission may consider “other relevant factors” in assessing a penalty. 52 Pa. Code § 69.1201(c)(10). I&E submits that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the governmental agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser fine or penalty, or other remedial action. Both parties negotiate from their initial litigation positions. The fines and penalties, and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable settlement terms can represent economic and programmatic compromise while allowing the parties to move forward and to focus on implementing the agreed upon remedial actions. I&E Statement in Support at 13. NG&E noted that the reasonable settlement terms agreed to by the Parties provides immediate, concrete benefits to the public that would otherwise be unavailable in the near term. NG&E Statement in Support at 7-8. We agree that it is in the public interest to settle this matter so as to avoid the time and expense of litigation, as well as realize the immediate contribution to PPL’s hardship fund that will result from the Settlement. Therefore, we are of the opinion that other relevant factors weigh in favor of approval of the agreed upon civil penalty, as well as the other settlement terms, established in the Settlement.

For the reasons set forth above, after reviewing the terms of the Settlement, we find that approval of the Settlement is in the public interest and is consistent with the terms of our *Policy Statement* and our past decisions. When considering the appropriateness of a financial penalty, we are cognizant of the fact that the primary purpose of a penalty is to influence future behavior and to ensure that similar events are avoided in the future. Here, the non-financial terms of the proposed Settlement appropriately ensure that NG&E’s procedures are revised in order to safeguard against future distribution of marketing materials that disclose customer information, misrepresent savings, and provide inaccurate and untimely information about rates being offered.

**Conclusion**

It is the Commission’s policy to promote settlements. 52 Pa. Code § 5.231. The Parties herein have provided the Commission with sufficient information upon which to thoroughly consider the terms of the proposed Settlement. Based on our review of the record in this case and the Commission’s Regulations and policy statements, we find that the proposed Settlement between I&E and NG&E is in the public interest and merits approval. We will therefore grant the Petition and, thereby, approve the proposed Settlement, consistent with this Opinion and Order; **THEREFORE,**

**IT IS ORDERED:**

1. That the Joint Petition for Approval of Settlement filed on November 19, 2020, between the Commission’s Bureau of Investigation and Enforcement and National Gas & Electric, LLC is approved in its entirety without modification.

2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa. C.S. § 3301, within thirty (30) days of the date of entry of this Opinion and Order, National Gas & Electric, LLC shall pay a civil penalty of One Hundred and Twenty Thousand Dollars ($120,000). Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania.” The docket number of this proceeding shall be indicated with the certified check or money order and shall be sent to:

Rosemary Chiavetta, Secretary

Pennsylvania Public Utility Commission

Commonwealth Keystone Building

400 North Street

Harrisburg, PA 17120

3. That the civil penalty shall not be tax deductible or passed through as an additional charge to National Gas & Electric, LLC’s customers in Pennsylvania.

4. That, within thirty (30) days of the date of entry of this Opinion and Order, National Gas & Electric, LLC shall pay Thirty Thousand Dollars ($30,000) to PPL Electric Utilities, Inc.’s hardship fund. National Gas & Electric, LLC shall file a verification with the Commission showing its compliance with this settlement term within sixty (60) days of the date of entry of this Opinion and Order.

5. That a copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Bureau of Administration.

6. That the above-captioned matter shall be marked closed upon receipt of the civil penalty of $120,000 and the verification acknowledging that payment of $30,000 has been made to PPL Electric Utilities, Inc.’s hardship fund.

**BY THE COMMISSION,**

Rosemary Chiavetta

Secretary

(SEAL)

ORDER ADOPTED: August 5, 2021

ORDER ENTERED: August 5, 2021

1. By Order entered May 5, 2016, the Commission granted NG&E approval to operate as a licensed electric generation supplier in all of the electric distribution company service territories throughout the Commonwealth of Pennsylvania. *Application of National Gas & Electric, LLC for Approval to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as a Supplier of Retail Electric Power*, Docket No. A-2015-2517744 (Order entered May 5, 2016). [↑](#footnote-ref-1)
2. On June 1, 2017, PPL’s default rate for June through November 2017 increased to 8.493 cents per kilowatt-hour (kWh). However, on December 1, 2017, PPL’s default rate for December 2017 through May 2018 decreased to 7.463 cents per kWh. Petition at 5. [↑](#footnote-ref-2)
3. “A licensee shall maintain the confidentiality of a consumer's personal information including the name, address and telephone number, and historic payment information, and provide the right of access by the consumer to his own load and billing information.” 52 Pa. Code § 54.43(d). [↑](#footnote-ref-3)
4. “A supplier may not make false or misleading representations including misrepresenting rates or savings offered by the supplier.” 52 Pa. Code § 111.12(d)(2). [↑](#footnote-ref-4)
5. “A supplier shall provide accurate and timely information about services and products being offered. Information includes rates being offered, contract terms, early termination fees and right of cancellation and rescission.” 52 Pa. Code § 111.12(d)(4). [↑](#footnote-ref-5)
6. “A supplier may not engage in misleading or deceptive conduct as defined by State or Federal law, or by Commission rule, regulation or order.” 52 Pa. Code § 111.12(d)(1). [↑](#footnote-ref-6)
7. NG&E noted that of the 70 customers that enrolled in NG&E’s fixed rate offer in response to the promotional postcard, 30 customers enrolled after December 1, 2017, realizing a savings of approximately 17% versus the PPL Price to Compare; the 40 customers that enrolled prior to the change in PPL’s Price to Compare realized the full 25% savings for some period of time, thereafter, realizing the reduced savings of approximately 17%. NG&E Statement in Support at 3. [↑](#footnote-ref-7)