**PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Harrisburg, PA 17120**

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|  | Public Meeting held February 24, 2022 |
| Commissioners Present:  Gladys Brown Dutrieuille, Chairman  John F. Coleman, Jr., Vice Chairman  Ralph V. Yanora |  |
| Pennsylvania Public Utility Commission,  Bureau of Investigation and Enforcement | M-2021-3023026 |
| v. |  |
| Greenlight Energy Inc. |  |

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is the proposed Joint Petition for Approval of Settlement (Settlement), filed on June 24, 2021, by the Commission’s Bureau of Investigation and Enforcement (I&E) and Greenlight Energy Inc. (Greenlight or Company), with respect to an informal investigation conducted by I&E. By Order entered October 28, 2021, relative to the above-captioned proceeding (*October 2021 Order*), we provided interested parties with the opportunity to file comments on the Settlement. Also, before the Commission for consideration and disposition are the Comments of PPL Electric Utilities Corporation (PPL), filed on December 8, 2021, in response to the *October 2021 Order*.

Both I&E and Greenlight filed a Statement in Support of the Settlement (Statement in Support). Further, both I&E and Greenlight 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). *See* Settlement at ¶¶ 12, 46, *infra*.

For the reasons set forth herein, we shall approve the proposed Settlement, consistent with this Opinion and Order.

**History of the Proceeding**

This matter concerns alleged misleading and deceptive telemarketing practices and unauthorized enrollments completed by third-party vendors acting on behalf of Greenlight, a jurisdictional electric generation supplier (EGS).[[1]](#footnote-1) Settlement at ¶¶ 7, 11. I&E and Greenlight 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. Settlement at ¶ 12.

By letter dated January 28, 2021, I&E sent a data request to Greenlight (*January 2021 Letter*), notifying Greenlight that, based on information referred to I&E by the Office of Competitive Market Oversight (OCMO), I&E had instituted an informal investigation of Greenlight and a response to I&E’s set of twenty-five (25) data requests was required by March 1, 2021. On February 26, 2021, Greenlight provided a timely response to I&E’s data requests. On March 26, 2021, I&E requested a response to a second set of data requests. On April 21 and April 22, 2021, Greenlight provided timely responses to I&E’s second set of data requests. Settlement at ¶¶ 19-22.

As previously noted, on June 24, 2021, I&E and Greenlight filed the instant Settlement. Also, as noted earlier, the Parties to the Settlement in this instance have each filed a Statement in Support. *See* Appendix A and B to Settlement, which are Statements in Support filed by I&E and Greenlight, respectively.

In the Commission’s *October 2021 Order*, we directed that notice of the Order and the proposed Settlement be published in the *Pennsylvania Bulletin*, to provide an opportunity for interested parties to file comments with the Commission regarding the proposed Settlement within twenty-five days after the date of publication.

On November 13, 2021, the *October 2021 Order*, along with the Settlement and Statements in Support, were published in the *Pennsylvania Bulletin*, 51 *Pa. B.* 7151 (November 13, 2021). In accordance with the *October 2021 Order*, comments on the proposed Joint Settlement were due on or before December 8, 2021.

On December 8, 2021, comments in response to the *October 2021 Order* were filed by PPL.[[2]](#footnote-2) These comments, in conjunction with our analysis and disposition of the proposed Settlement, will be discussed in this Opinion and Order, *infra*.

**Background**

The basis for the instant Settlement resulted from I&E’s investigation, which included: (1) a review of a referral memo completed by OCMO; (2) five informal customer complaints; and (3) Greenlight’s responses to I&E’s data requests. Settlement at ¶ 23.

On or about November 25, 2020, OCMO sent a memo to I&E referring that on two separate occasions, the Director of OCMO had personally received telemarketing calls concerning Greenlight.[[3]](#footnote-3) Specifically, the referral stated that on October 30, 2020, the Director received an automated/robocall recording stating that due to a mistake on his electric bill, he was due a refund and to press one. The Director detailed that upon pressing one, he was informed by the live agent who conducted the call (and did not identify who he/she was calling on behalf of) that he would receive a 40% discounted electric rate from his current rate of 15 cents per kWh. Further, the Director stated that he was advised by the agent that he was currently being billed at the business rate, which the agent identified as a mistake that would be corrected. Finally, the Director noted that, upon being guided through the verification process, he was successfully enrolled with Greenlight. Settlement at ¶¶ 15-16, 24.

Furthermore, the Director provided that, on November 6, 2020, he received another robocall recording regarding “the recent rate reduction notice [he] received.” Settlement at ¶¶ 17, 24. The Director explained that, upon pressing one, he was informed by the live agent who answered the call (and did not identify who he/she was calling on behalf of) that he will receive a 30% decrease from his current rate of 40 cents per kWh and that “nothing will change, just getting a discount.” *Id.* Further, the Director noted that he was advised by the agent that he would be receiving paperwork in the mail to review and, if he was satisfied with the paperwork, “to sign and return to PPL or to throw it away if not happy with the terms.” Settlement at ¶ 17.Moreover, the Director noted that the agent described the program as Greenlight Energy and, upon realizing that the Director had signed up with Greenlight previously, the agent abruptly ended the call. *Id.*

In addition to the allegations contained in the OCMO referral memo, I&E identified five informal complaints which occurred between August 2020 and November 2020 that alleged an enrollment without authorization or disputed an enrollment.[[4]](#footnote-4) Settlement at ¶ 26. Each customer complaint, as summarized in the Settlement, is reprinted verbatim below:

Customer 1[[5]](#footnote-5) disputed their enrollment with Greenlight, noting that the phone number provided in the verification process was invalid. Greenlight responded to the complaint by canceling the account and issuing a refund.

Customer 2 disputed their enrollment with Greenlight. Greenlight responded that Customer 2’s electric account was enrolled with Greenlight due to a mix-up with the account number and issued a refund.

Customer 3 disputed the enrollment of an elderly mother. Greenlight responded that it was not aware of the power of attorney (“POA”) and cancelled the enrollment.

Customer 4 disputed the enrollment of an elderly father. Greenlight responded that it cancelled the account as requested.

Customer 5 (a male) disputed his enrollment with Greenlight. Greenlight responded by informing Customer 5 of the mistaken enrollment and circumstances and credited the customer’s account. I&E notes that the individual who completed the third-party verification (“TPV”) was a female who did not share the same last name as the customer.

*See* Settlement at ¶¶ 27-31.

In response to the alleged conduct, Greenlight provided that it did not conduct any telemarketing between February 2018 and September 2020; however, Greenlight utilized telemarketing and third-party vendor services from October 2020 through December 16, 2020, at which point Greenlight ceased all outbound telemarketing and third-party vendor service. Further, Greenlight provided that its outbound marketing is currently limited to renewal and retention of existing customers, which is conducted by in-house agents. Moreover, Greenlight asserted that it prohibits and has never utilized robocalls, adding that once it became aware of the Director of OCMO’s telemarketing experience, Greenlight terminated the responsible third-party vendor. Settlement at ¶¶ 33-36.

If this matter had been fully litigated, I&E was prepared to present evidence and legal arguments to demonstrate that Greenlight and/or its agents committed the following alleged violations: (1) Greenlight and/or its agents conducted deceptive and misleading actions, including calling customers on the Do Not Call list, an alleged violation of 52 Pa. Code §§ 54.43(g), 111.10(a) and (b), and 111.12(d) (multiple counts); (2) Greenlight and/or its agents conducted false or deceptive representations, including rates and savings, an alleged violation of 52 Pa. Code §§ 54.122(3) and 111.12(d) (multiple counts); (3) an agent for Greenlight failed to identify himself/herself upon first contact and state that he/she does not work for and is independent of the local EDC, an alleged violation of 52 Pa. Code §§ 111.8(b) and 111.10(a) and (b) (multiple counts); (4) an agent for Greenlight suggested that a customer is required to choose an EGS, an alleged violation of 52 Pa. Code §§ 111.8(f) and 111.10(a) and (b) (multiple counts); and (5) Greenlight and/or its agents’ actions resulted in the unauthorized enrollment of five customers, an alleged violation of 52 Pa. Code §§ 54.42(a)(9) and 111.7 (multiple counts). Settlement at ¶¶ 37(a)-(e).

If this matter had been fully litigated, Greenlight intended to deny each of the alleged violations of the Public Utility Code (Code), the Commission’s Regulations and Orders, as well as to raise defenses to each allegation and defend against the same at hearing. Settlement at ¶ 38.

**Terms of the Settlement**

The Parties state that the purpose of the Settlement is to terminate I&E’s informal investigation and settle this matter completely without litigation. The Parties further note that they recognize that this is a disputed matter and that resolving the disputed issues can be beneficial, given the inherent unpredictability of the outcome of a contested proceeding. Moreover, the Parties acknowledge that approval of this Settlement is in the public interest and is consistent with the Commission’s Policy Statement for evaluating litigated and settled proceedings involving violations of the Code and Commission Regulations, pursuant to 52 Pa. Code § 69.1201. Settlement at ¶¶ 39, 46-47.

The conditions of the Settlement are reprinted verbatim below:

40. Greenlight shall pay a total civil penalty $8,250.00, broken down as follows:

1. A civil penalty of $300.00 for each of the fifteen (15) identified violations related to the October 30, 2020 and November 6, 2020 telemarketing calls received by [the Director of OCMO], totaling $4,500.00.
2. A civil penalty of $750.00 for each of the five (5) complaints related to unauthorized enrollment, totaling $3,750.00.

41. The civil penalty shall not be tax deductible or passed through as an additional charge to Greenlight’s customers in Pennsylvania.

*See* Settlement at ¶¶ 40-41.

The Parties request that the Commission issue an Order approving the Settlement without modification but note that if the terms of the Settlement are “substantively” modified by a Commission Order, then the Parties agree that any party may withdraw from the Settlement. Settlement at ¶¶ 44-45. The Parties indicate that the consequence of any Party withdrawing from the Settlement is that all issues associated with the requested relief presented in the proceeding will be fully litigated unless otherwise stipulated by the Parties, and all obligations of the Parties to each other will cease. Further, if a Party withdraws from the Settlement, then the Parties jointly agree that nothing in the Settlement shall be construed as an admission against, or as prejudice to, any position which any Party might adopt during subsequent litigation of this case. Settlement at ¶ 45.

The Parties acknowledge that the Settlement represents a complete settlement of I&E’s investigation of Greenlight’s alleged violations related to “the misleading and deceptive telemarketing calls made to [the Director of OCMO] and unauthorized enrollments made from August 2020 to December 2020.” Settlement at ¶ 49. The Settlement represents a compromise of positions and does not constitute a finding or an admission concerning the alleged violations of the Code and the Commission’s Regulations. *Id.*

**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).

The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a “burden of proof” standard, as is utilized for contested matters. *Pa. PUC, et al. v. City of Lancaster - Bureau of Water*, Docket Nos. R-2010-2179103, *et al.* (Order entered July 14, 2011). Rather, the benchmark for determining the acceptability of the proposed Settlement is whether the proposed terms and conditions are in the public interest. *Id.* (citing *Warner v. GTE North, Inc.*, Docket No. C-00902815 (Order entered April 1, 1996); *Pa. PUC v. C.S. Water and Sewer Associates*, 74 Pa. P.U.C. 767 (1991)).

Pursuant to the Commission’s Regulations at 52 Pa. Code § 5.231, it is the Commission’s policy to promote settlements. The Commission must, however, 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). Based on our review of the Settlement terms and conditions, we find that the Settlement is in the public interest.

Consistent with the Commission’s policy to promote settlements, we have promulgated a Policy Statement at 52 Pa. Code § 69.1201, which 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 a proposed settlement agreement is in the public interest. The Commission will not apply the factors as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters as long as the settlement is in the public interest.” *Id.* The Policy Statement sets forth the guidelines we use when determining whether, and to what extent, a civil penalty is warranted. In this case, application of these guidelines supports approval of the Settlement.

**A. PPL’s Comments and Disposition**

As previously noted, the Commission received comments from one party, PPL, in response to our *October 2021 Order* issuing the proposed Settlement for comment.

In its Comments, PPL references its recent experience involving EGS practices that impacted PPL’s customers to note that deceptive and unlawful marketing and sales practices used by an EGS will have a large impact on customers.[[6]](#footnote-6) PPL further notes that the *Verde Energy* investigation included: (1) allegations of unauthorized enrollment (or slamming); (2) improper release of customer information; and (3) unauthorized customer account access. To that end, PPL submits that, although the terms of the proposed Settlement are appropriate, additional requirements are necessary to strengthen oversight of Greenlight’s marketing activities and make future allegations easier to investigate. PPL Comments at 4-5.

PPL first recommends that, to improve the conduct of agents and the tracking of customer questions, training on Pennsylvania’s retail competition rules and regulations, including proper customer communication and representation, be required for all Greenlight agents annually, regardless of whether the agents are employed by the Company or a third-party vendor. PPL notes that individual agents should complete this training prior to any customer contact and communication. Further, PPL notes that Greenlight should be required to certify, in writing, that all of its agents have met the necessary training requirements, adding that the written certification should be submitted to the Commission and retained by the Company for future reference. PPL Comments at 6.

PPL also asserts that strong record keeping is essential to investigations that include improprieties. Accordingly, PPL recommends that, for a minimum of four years, Greenlight be required to retain records pertaining to: (1) customer inquiries; (2) customer disputes or complaints; (3) customer communications; (4) customer resolutions; and (5) recorded telemarketing calls. PPL also recommends that, to ensure that customer inquiries are addressed in a timely manner, Greenlight be required to respond to customer inquiries within forty-eight hours. PPL Comments at 7.

Finally, PPL recommends that, to determine compliance with Chapter 111 of the Commission Regulation’s requirements, Greenlight be required to audit the sales activities of its vendors and, if a vendor is found to be out of compliance, then the Company should be required to take remedial measures with the vendor and report the incident(s) to the Commission. PPL adds that suppliers who fail to sufficiently audit their vendors or fail to timely react upon discovering a violation should be assessed increased penalties. PPL Comments at 7-8.

Upon review of PPL’s Comments filed in response to the *October 2021 Order*, we are unpersuaded to modify the proposed Settlement based on PPL’s recommendations. Parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. Here, I&E asserted that the concerns raised by the Company’s conduct are satisfied by Greenlight, upon becoming aware of the deceptive and misleading actions of its third-party vendors, making the business decision to cease outbound telemarketing and use of third-party vendors effective December 16, 2020 (prior to the initiation of I&E’s informal investigation). I&E Statement in Support at 3, 7-8. Further, I&E is satisfied that Greenlight’s business decision “will prevent similar conduct from occurring in the future.” *Id.* at 8. Moreover, Greenlight noted that the Company has implemented the following measures to prevent potential improper practices in the future: (1) Greenlight’s quality assurance team calls every newly enrolled customer; (2) enrollment agreements and an understanding of the service offer are confirmed with all new customers; and (3) enrollment is cancelled and remedial action against the vendor is taken in the event of a misunderstanding or an improper sale. Greenlight Statement in Support at 2-3. Therefore, under the circumstances in this case, we are not inclined to disturb the proposed Settlement by adding PPL’s proposed requirements.

**B. Application of Policy Statement Factors**

The first factor we may consider is whether the conduct at issue is of a serious nature. 52 Pa. Code § 69.1201(c)(1). “When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.” *Id*.

The alleged violations against Greenlight relate to telemarketing calls received by the Director of OCMO and five informal complaints regarding unauthorized enrollments. Settlement at ¶¶ 24, 26-32. I&E identified the telemarketing calls as an example of misrepresentation and characterized the unauthorized enrollments as the result of a mistake, an “account mix-up,” or Greenlight’s lack of knowledge regarding the customer’s capacity or authorization status. I&E Statement in Support at 7. I&E asserted that the nature of such conduct is “less egregious,” which was considered in determining the civil penalty amount. *Id.* Furthermore, Greenlight noted that, although the alleged actions in this case involved improper marketing by a marketing vendor, the consequences of the marketer’s actions were contained because the Company immediately fired the vendor and cancelled the vendor’s limited customer enrollments. Greenlight Statement in Support at 2. We agree that the conduct involved – the telemarketing calls and unauthorized enrollments – was the result of less egregious conduct and, accordingly, we find the proposed penalty to be fair and reasonable given the circumstances.

The second factor is whether the resulting consequences of the conduct are of a serious nature. 52 Pa. Code § 69.1201(c)(2). “When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.” *Id.* Here, I&E submitted that no personal injury or property damage resulted from the alleged violations. I&E Statement in Support at 7. Accordingly, this factor does not warrant a higher penalty.

The third factor is “[w]hether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.” 52 Pa. Code § 69.1201(c)(3). The third factor pertains to litigated cases only. *Id.* Because this proceeding was settled prior to the filing of a complaint by I&E, this factor is not applicable to this Settlement.

The fourth factor is whether the regulated entity made efforts to modify 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). In this case, I&E noted that prior to its investigation, Greenlight became aware of the deceptive and misleading actions of its third-party vendor and, consequently, Greenlight made the business decision to terminate its use of outbound calling and third-party vendors. I&E added that Greenlight solely uses outbound calling for renewal and retention of its existing customers, which is completed by Greenlight’s in-house agents. Accordingly, I&E asserted that Greenlight’s business decision will prevent the occurrence of similar conduct in the future. I&E Statement in Support at 7-8. Greenlight provided that it has improved its vetting process for marketing vendors and its protocols for quality assurance. Greenlight further noted that, to prevent any improper practices from occurring in the future, the Company has implemented the following preventative measures: (1) Greenlight’s quality assurance team places welcome calls to every newly enrolled customer; (2) all new customers are asked to confirm their enrollment agreement and their understanding of Greenlight’s service offer; and (3) in the event of a misunderstanding or an improper sale, Greenlight will cancel the enrollment and take remedial action against the vendor in question. Greenlight Statement in Support at 2-3. Therefore, we conclude that Greenlight’s corrective measures support a lower civil penalty.

The fifth factor is the number of customers affected and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). In calculating the civil penalty, I&E noted that it considered Greenlight’s identified sixteen customer complaints between September 2020 and December 2020. I&E elaborated that those sixteen complaints are comprised of: (1) one payment arrangement request; (2) one service cancellation request; (3) three customers unable to recall enrolling with Greenlight;[[7]](#footnote-7) (4) one high bill complaint; (5) two requests to halt further telemarketing calls; (6) two related to a different EGS; (7) one related to an EDC issue; and (8) the five complaints included in the Settlement. I&E Statement in Support at 8. Given these considerations, we find that this factor is supportive of a lower civil penalty.

We may also consider 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 asserted that it is not aware of any formal complaint being filed against Greenlight regarding this matter. Furthermore, I&E averred that since Greenlight’s application for licensure was granted in 2016, I&E is not aware of any other enforcement action brought against Greenlight in relation to deceptive and misleading telemarketing or unauthorized enrollments. I&E Statement in Support at 8-9. Accordingly, we find that the penalty does not warrant further consideration regarding this factor.

Another factor we may consider is whether the regulated entity cooperated with the Commission’s investigation. 52 Pa. Code § 69.1201(c)(7). According to I&E, Greenlight fully cooperated during the investigation, including in the informal discovery process and settlement process. I&E Statement in Support at 9. Therefore, we find this factor leans toward a lower penalty.

In addition, we may consider the amount of the civil penalty or fine necessary to deter future violations, as well as past Commission decisions in similar situations. 52 Pa. Code §§ 69.1201(c)(8) and (c)(9). I&E submitted that the civil penalty amount, which is not tax deductible, is substantial and sufficient to deter Greenlight from committing future violations. I&E Statement in Support at 9. Greenlight also acknowledged the civil penalty amount, adding that the amount is proportionate to the nature of the incident and the number of affected customers. Further, Greenlight noted the civil penalty amount is consistent with other I&E investigations related to alleged improper EGS sales activities by independent agents. Greenlight Statement in Support at 3. Regarding past Commission decisions, I&E submitted that there are no past Commission decisions that are identical to the instant matter. However, I&E referenced several prior Commission decisions which provide guidance on how the Commission has regarded prior settlement agreements with similar deceptive and misleading conduct.[[8]](#footnote-8) I&E Statement in Support at 9. Considering the terms of the Settlement, we agree and find that the proposed civil penalty will help deter future violations and presents a fair and reasonable outcome.

The tenth factor to consider is other “relevant factors.” 52 Pa. Code § 69.1201(c)(10). We believe that it is in the public interest to settle this matter, so as to avoid the expense of litigation.

Finally, as asserted by the Parties, we agree that it is in the public interest to settle this matter, so as to avoid the expense of litigation and to conserve administrative and judicial resources.

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.

**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, the Commission’s Regulations and policy statements, as well as the foregoing discussion, we find that the proposed Settlement between the Commission’s Bureau of Investigation and Enforcement and Greenlight Energy Inc. is in the public interest and merits approval. Accordingly, we will approve the Settlement, consistent with this Opinion and Order; **THEREFORE,**

**IT IS ORDERED:**

1. That the Joint Approval of Settlement Petition filed on June 24, 2021, between the Commission’s Bureau of Investigation and Enforcement and Greenlight Energy Inc., at Docket No. M‑2020‑3003026, is approved entirely 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 this Opinion and Order becomes final, Greenlight Energy Inc. shall remit a civil penalty of Eight Thousand Two Hundred and Fifty Dollars ($8,250), payable by certified check or money order to “Commonwealth of Pennsylvania” and sent to:

Rosemary Chiavetta, Secretary

Pennsylvania Public Utility Commission

Commonwealth Keystone Building

400 North Street

Harrisburg, PA 17120

1. That a copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Bureau of Administration.
2. That, after Greenlight Energy Inc. remits the civil penalty as set forth in Ordering Paragraph No. 2, above, and upon the receipt of the civil penalty, the Secretary’s Bureau shall mark this proceeding closed.

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Description automatically generated**BY THE COMMISSION,**

Rosemary Chiavetta

Secretary

(SEAL)

ORDER ADOPTED: February 24, 2022

ORDER ENTERED: February 24, 2022

1. Greenlight is licensed by the Commission, at Docket Nos. A-2015-2501712 and A-2018-3000353, to operate in the following electric distribution company (EDC) service territories of Pennsylvania: (1) PECO Energy Company; (2) Citizens Electric of Lewisburg; (3) Duquesne Light Company; (4) Metropolitan Edison Company; (5) Pennsylvania Electric Company; (6) Pennsylvania Power Company; (7) Pike County Light and Power Company; (8) UGI Utilities Inc.; (9) Wellsboro Electric Company; (10) West Penn Power Company; and (11) PPL. Settlement at ¶ 7. [↑](#footnote-ref-1)
2. We note that no response to PPL’s Comments has been filed. [↑](#footnote-ref-2)
3. The Director’s telephone number is on the Do Not Call registry. Settlement at ¶¶ 18, 24. [↑](#footnote-ref-3)
4. I&E noted that the August 2020 complaint concerned an enrollment through Facebook. Settlement at ¶ 26. [↑](#footnote-ref-4)
5. To protect the identity and confidential nature of the complainants, I&E and Greenlight have agreed to remove any identifying information from the allegations. Settlement at ¶ 27. [↑](#footnote-ref-5)
6. *Pa. PUC, Bureau of Investigation and Enforcement v. Verde Energy USA, Inc.*,Docket No.C-2020-3017229 (Order entered October 26, 2021) (*Verde Energy*); *Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2017 Through May 31, 2021* (P‑2016‑2526627); *Petition of PPL Electric Utilities Corporation for Approval of Its Default Service Plan for the Period June 1, 2021 Through May 31, 2025* (P2020‑3019356). [↑](#footnote-ref-6)
7. I&E noted that Greenlight provided valid third-party verifications and I&E was unable to prove a violation. I&E Statement in Support at 8. [↑](#footnote-ref-7)
8. *Pa. PUC v. ResCom Energy LLC,* Docket No.M-2013-2320112 (Order entered November 13, 2014), in which the Commission approved a settlement imposing a civil penalty of $59,000 to resolve allegations of: (1) slamming; (2) unauthorized marketing practices; and (3) Do Not Call violations, which resulted from thirteen complaints comprising forty-nine potential violations and no practical means to accurately determine the amount of violations; *Pa. PUC v. AP Gas & Electric (PA), LLC, d/b/a APG&E*,Docket No. M-2013-2311811 (Order entered October 17, 2013), in which the Commission approved a settlement imposing a civil penalty of $43,200 to resolve allegations of: (1) slamming; (2) unauthorized marketing practices; and (3) Do Not Call violations, which resulted from thirty-seven complaints comprising fifty-four potential violations; *Pa. PUC v. IDT Energy, Inc.*,Docket No. M-2013-2314312 (Order entered October 17, 2013), in which the Commission approved a settlement imposing a civil penalty of $39,000 to resolve allegations of: (1) slamming; (2) fraudulent, deceptive, or unlawful sales and marketing practices; and (3) Do Not Call violations, which resulted from twenty-one complaints comprising thirty-nine potential violations. I&E Statement in Support at 9-10. [↑](#footnote-ref-8)