



Todd S. Stewart
Office: 717 236-1300 x242
Direct: 717 703-0806
tsstewart@hmslegal.com

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

July 5, 2023

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RE: Dr. Stuart Licht v. Interstate Gas Supply, Inc. d/b/a IGS Energy; Docket No. C-2023-3040177; **RESPONSE OF INTERSTATE GAS SUPPLY, INC. D/B/A IGS ENERGY TO COMPLAINANT'S FURTHER PLEADING**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission is the Response of Interstate Gas Supply, Inc. d/b/a IGS Energy to Complainant's Further Pleading in the above-captioned docket. Copies of the Response have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions related to this filing, please do not hesitate to contact my office.

Very truly yours,

Todd S. Stewart
*Counsel for Interstate Gas Supply, Inc. d/b/a
IGS Energy*

TSS/jld
Enclosure
cc: Per Certificate of Service

CERTIFICATE OF SERVICE

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

VIA ELECTRONIC AND OVERNIGHT MAIL

Dr. Stuart Licht
414 Lindy Ln.
Bala Cynwyd, PA 19004
Licht4@verizon.net



Todd S. Stewart

DATED: July 5, 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Dr. Stuart Licht	:	
	:	
v.	:	Docket No. C-2023-3040177
	:	
Interstate Gas Supply, Inc. d/b/a IGS	:	
Energy	:	

**RESPONSE OF
INTERSTATE GAS SUPPLY, INC. D/B/A IGS ENERGY
TO COMPLAINANT'S FURTHER PLEADING**

NOW COMES, Interstate Gas Supply, Inc. d/b/a IGS Energy (“IGS”) offers the following response to the document filed by the Complainant in the above-captioned matter, Dr. Stuart Licht, on or about June 20, 2023. Rather than seek to classify the document, let alone parse it, or move to strike it, IGS believes the better approach is to respond to it, but with the caveat that if IGS’s response is somehow deemed inappropriate, that IGS reserves the right to move to strike the underlying document.

1. On or about April 26, 2023, Dr. Stuart Licht filed the above-captioned Formal Complaint (“Complaint”) with the Pennsylvania Public Utility Commission. On May 4, 2023, IGS filed an Answer and New Matter. The Answer denied the allegations of the Complaint and the New Matter, apart from asserting the application of the statute of limitations, was limited to the following statement:

Dr. Licht’s natural gas contract with DES and then IGS has remained in effect, with the exception of a brief period in 2019 as described above, from his sign up in 2019 through January of 2023. Accordingly, IGS

did not contact Dr. Licht by telephone to sell him natural gas supply service, as IGS was already his supplier.

2. The Answer and New Matter included a Notice to Plead that informed Dr. Licht that answers to the New Matter are due in 20 days, or May 24, 2023. Dr. Licht did not submit any document prior to May 24.

3. On June 20, 2023, Dr. Licht sent the document attached hereto as **Attachment A**, to the Commission's Secretary and sent a copy to the undersigned counsel by federal express.

IGS Response to the Pleading as follows:

1. Let me correct that I did call Dominion to find out why Verde was my supplier on Sept.9 2019. As you are clearly aware Dominion cancelled My account and some how Verde was listed as my supplier.

Admitted in Part Denied in part. It is admitted that on September 16, 2019, Dr. Licht did call Dominion and ask why Verde was his supplier. It is denied that Dominion "cancelled" his account, rather, his account was transferred to Verde by PECO, presumably at Verde's request. A recording of that call was attached to IGS' Answer to the Complaint as Attachment C. While on the call the Dominion representative was able to re-enroll Dr. Licht with Dominion at a lower rate.

2. This informs All concerned why Mr Stewart mentions my account was switched to another supplier. He also states that the rate I chose was for one year. Please direct your attention to the document that clearly of April 1 2019 Shows my time choice was for two years. Also note given lower rate on phone call. Also note I asked for the lowest rate and he agreed. This was in line With my budget needs.

It is admitted that Dr. Licht's account was switched by PECO, from Dominion to Verde as Dr. Licht's natural gas supplier and admitted that Dr. Licht agreed to be served at the rate for a single year, which was the lowest rate. It is denied, as proven by Attachment C, that Dr. Licht selected a two-year rate. It is admitted that when Dr. Licht initially enrolled on April 5, 2019, he

enrolled at a rate of \$0.45/ccf through his April 2021 meter reading. It is also admitted that when Dr. Licht's service was switched to Verde, in September of 2019, that rate was replaced by a new lower rate for a single year, at his own choice. The one-year rate was the lowest of the three rates offered on the September 16, 2019, call. IGS is without knowledge or information sufficient to allow it to form a belief as the veracity of statements regarding Dr. Licht's budgetary needs and such statements are denied and to the extent they are relevant, strict proof is demanded.

3. While we are on this topic may I point out that dominion sent me this form the sign and return even though they had a voice recording of my accepting them As my supplier. I therefore question Mr. Stewarts contention that I was not Solicited by phone or sent a form to sign that IGS was my supplier. As documented by my first letter sent to you and mr Stewart PECO's notice from IGS was July 12, 2022. If I were not solicited by phone or sent a form to sign and return on what basis can they claim to my supplier.

It is admitted that as part of a marketing campaign, Dominion sent a postcard to Dr. Licht in March 2019. It is admitted that Dr. Licht signed and returned that postcard which enrolled him at a rate of \$0.450/ccf through his April 2021 meter reading. Before receiving the signed postcard, Dominion had not had any prior contact with Dr. Licht. When Dr. Licht's service was switched temporarily to Verde in September 2019, Dominion did send a retention postcard to Dr. Licht seeking to retain his business, but Dr. Licht contacted Dominion by telephone on September 16, 2019, and Dominion has no record of ever receiving that postcard from Dr. Licht. Dominion's only voice recording of Dr. Licht agreeing to take service was made on September 16, 2019, when Dr. Licht signed up for a one-year rate at \$0.399/ccf for one year, even though there were offers for 2 years and 3 years at higher rates. Dr. Licht chose the one-year rate. Subsequent to his September 16, 2019 call with Dominion, Dr. Licht contacted IGS on December 14, 2022 to complain about an early termination fee that was never charged to him

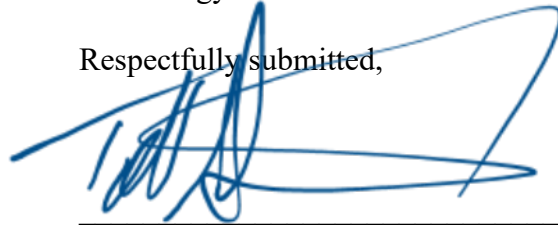
and again on April 4, 2023, when he called to tell IGS that he was going to file a complaint with the Commission. The recording of the April 2023 call was attached to the Complaint as Attachment G, but the December 2022 call was not attached because it was solely related to a non-issue. It will be made available at the hearing in this matter. IGS NEVER solicited Dr. Licht by telephone. IGS became Dr. Licht's supplier as a result of it purchasing the customers of Dominion. A letter was sent to Dr. Licht informing him of that fact as per Commission requirements. Dr. Licht's contract was assignable and his approval of the assignment was not required. At any time after receiving the notice that his supplier was changing, Dr. Licht could have terminated his contract without penalty. IGS has not, to date, been provided with any document by Dr. Licht that shows that IGS became his supplier on July 12, 2022 or provided notice to PECO on that date. However, IGS did provide notice to PECO at that time, in accordance with the required notice provided to its customers and the Commission (Attachment F), to effectuate the transfer of Dr. Licht's service to IGS from Dominion as of his August 2022 meter read. Said notice was not provided as a consequence of any telephone solicitation, which would have been superfluous as Dr. Licht was already becoming an IGS customer.

4. Finally as I have previously stated I will swear under oath that I was solicited by IGS immediately prior to their notice to PECO. I think it only fair to have a Member of their internal marketing (preferably the one who solicited me) To swear under oath that this solicitation did not occur. Please finally note Mr. Stewarts attachment F which shows IGS becomes my supplier as of August 2022. This also suggests the need for me to be solicited so they can notify PECO that they will be my has supplier as of Aug.2022. Please remember that PECO was informed of this change on July 12, 2022.

IGS denies that Dr. Licht was solicited by IGS, or anyone working for IGS, by telephone "immediately prior to" IGS providing notice to PECO that it would be switching Dr. Licht, and many other customers, to IGS service as of their August 2022 meter reads. IGS has no record nor any recollection of any solicitation of customers in the PECO service territory in June/July of

2022, or in Pennsylvania for that matter. IGS will provide such witnesses as it sees fit for the hearing in this matter. IGS suggest that proving a negative in this case is not possible and Dr. Licht carries the burden of proof. As noted above, Dr. Licht's contract with DES was assignable and was assigned to IGS and Dr. Licht's approval of that assignment was not required. There was no need for IGS to contact Dr. Licht, apart from the letter sent to him June 2, 2022 informing him that his supplier would be changing from Dominion Energy Solutions to IGS.

Respectfully submitted,



Todd S. Stewart, Attorney ID No. 75556
Hawke McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101
(717) 236-1300
(717) 236-4841 (fax)
tsstewart@hmslegal.com

DATED: July 5, 2023

*Counsel for Interstate Gas Supply, Inc. d/b/a
IGS Energy*

VERIFICATION

I, Anthony Cusati, III, certify that I am Director of Regulatory Affairs, for Interstate Gas Supply, Inc. d/b/a IGS Energy, and that, in this capacity, I am authorized to and do make this Verification on their behalf, that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing that may be held in this matter. I understand that false statements made therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.



DATED: July 5, 2023