

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Willie Taylor	:	
	:	
v.	:	
	:	F-2024-3052017
Clearview Electric, Inc.	:	
PPL Electric Utilities, Corporation	:	
Interstate Gas Supply, LLC d/b/a IGS Energy	:	

**INITIAL DECISION**

Before  
Steven K. Haas  
Administrative Law Judge

**INTRODUCTION**

This decision dismisses a Formal Complaint filed by a customer of an electric distribution company (EDC) against his EDC and an electric generation supplier (EGS), alleging that he was switched to the EGS without his consent. The Complaint is dismissed because the Complainant failed to meet his burden of proof to demonstrate that either the EDC or the EGS violated the Public Utility Code or a Commission order or regulation.

## HISTORY OF THE PROCEEDING

On November 4, 2024, the Complainant, Willie Taylor, filed a Formal Complaint (Complaint) against Clearview Electric, Inc. (Clearview), PPL Electric Utilities Corporation (PPL) and Interstate Gas Supply, LLC (IGS) with the Pennsylvania Public Utility Commission at Docket No. F-2024-3052017. In his Complaint, Mr. Taylor alleges that he was switched from IGS to Clearview as his electricity supplier without his consent. He requests that the amounts he was billed by Clearview be removed from his account. The Complaint is a timely appeal of a decision of the Commission's Bureau of Consumer Services (BCS) on an informal complaint at BCS Case No. 4001212. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On November 27, 2024, Clearview, PPL and IGS filed Answers to Mr. Taylor's Complaint. In its Answer, Clearview averred that Mr. Taylor enrolled with the company on November 18, 2022, via a third-party broker/marketer. Clearview averred that it sent him a welcome letter and a copy of his terms of service on November 22, 2022, confirming his enrollment. Clearview further averred that it had a conversation with Mr. Taylor on July 17, 2024, at which time he stated that he had requested with PPL to drop Clearview as his electricity supplier. Mr. Taylor's last day of service with Clearview was July 22, 2024. Clearview requested that the Complaint be dismissed.

In its Answer, PPL averred that its actions related to the switch of Mr. Taylor's electricity supplier to Clearview in November of 2022, were in compliance with the Commission's regulations and its Commission-approved tariff.

In its Answer, IGS averred that Mr. Taylor became its electricity supply customer in August of 2019. It averred that it received a drop notice for Mr. Taylor in November of 2022. It averred that he re-enrolled with IGS in July of 2024, and that the

account remains active with IGS. IGS denied that it violated the Public Utility Code, the Commission's regulations or the terms of its contract with him.

By Initial Telephonic Hearing Notice dated January 3, 2025, the parties were advised that an Initial Telephonic Hearing was scheduled for Tuesday, February 11, 2025, and that I was assigned as the Presiding Officer.

On January 31, 2025, IGS filed a Certificate of Satisfaction with the Commission, indicating that it had satisfied Mr. Taylor's Complaint as against IGS.

The hearing was convened as scheduled on February 11, 2025. Mr. Taylor appeared *pro se* and testified on behalf of himself. Bryce Beard, Esquire, appeared on behalf of Clearview and presented the testimony of one witness who sponsored six exhibits (Clearview Ex. Nos. 1, 2, 3, 4, 5 and 6), all of which were admitted into the record without objection. Alice Wade, Esquire, appeared on behalf of PPL and presented the testimony of one witness who sponsored three exhibits (PPL Ex. Nos. 1, 2 and 4), all of which were admitted into the record. IGS did not participate in the hearing. The record consists of a 69-page transcript, six Clearview exhibits, and three PPL exhibits. I closed the record on March 10, 2025, upon my receipt of the transcript.

Mr. Taylor's Complaint is ready for disposition. For the reasons discussed below, the Complaint will be dismissed.

#### FINDINGS OF FACT

1. The Complainant in this case is Willie Taylor.
2. The Respondents identified in the Complaint are Clearview, PPL and IGS.

3. The service address is 47 Indiana Circle, Lemoyne, PA 17043. Tr. 11.
4. PPL is Mr. Taylor's EDC. Tr. 12.
5. Prior to November 2022, Mr. Taylor was enrolled with IGS as his EGS. Tr. 14.
6. Clearview is a licensed EGS in Pennsylvania. Tr. 21.
7. Mr. Taylor first noticed that Clearview was his EGS in the March/April 2024 timeframe, but he did not know when the switch actually occurred. Tr. 13.
8. Mr. Taylor was enrolled with Clearview on November 18, 2022. Tr. 22, 26, 47; PPL Ex. 2.
9. Blitz Ventures, LLC, d/b/a EnergyBot (EnergyBot), is a licensed electricity marketer/broker in Pennsylvania. Tr. 27.
10. Clearview received an electronic request from EnergyBot on November 18, 2022, indicating that Mr. Taylor had enrolled with Clearview as his EGS. Tr. 22, 24, 26, 29; Clearview Ex. 2.
11. The electronic request received from EnergyBot on November 18, 2022, indicated that Mr. Taylor enrolled in Clearview's Clear Guarantee 12-Plus Plan, under which he was charged a monthly base fee of \$9.99, plus 10.09 cents per kWh for 12 months. Tr. 24, 29; Clearview Ex. 2.

12. Clearview has no affiliation with EnergyBot. Tr. 27.

13. When Clearview receives an electronic enrollment request from a third-party broker, it verifies that all of the required fields and information have been completed, and it verifies that the plan being requested is actually available in the customer's area. Tr. 28, 29.

14. Clearview does not verify that the information provided to the third-party broker by the customer is accurate or correct. Tr. 29, 38.

15. Clearview has no knowledge about the enrollment processes or verification procedures followed by third-party brokers. Tr. 28.

16. Licensed third-party electricity marketers/brokers are required to comply with all Commission enrollment and information verification regulations and requirements. Tr. 29.

17. Upon receiving the electronic enrollment request from EnergyBot indicating that Mr. Taylor had enrolled with Clearview, Clearview sent him a welcome packet on November 22, 2022, which contained a welcome letter and the terms and conditions of the plan to which he had enrolled. Tr. 30; Clearview Ex. 3.

18. Clearview's welcome packet was sent to Mr. Taylor at his current address. Tr. 30.

19. Mr. Taylor did not contact Clearview after the welcome packet was sent to him by the company. Tr. 31.

20. On October 10, 2023, Clearview sent to Mr. Taylor a renewal notice indicating that his 12-month, fixed rate plan was ending and informing him of his options. Tr. 31; Clearview Ex. 4.

21. On October 24, 2023, Clearview sent to Mr. Taylor an options notice informing him that if he did not act, he would be switched to a month-to-month plan at a variable rate. Tr. 31-32; Clearview Ex. 5.

22. Mr. Taylor did not contact Clearview after the options notice was sent to him by the company. Tr. 32.

23. Clearview sent to Mr. Taylor variable rate change notices on December 27, 2023, and April 26, 2024, indicating that the variable rate for electricity was changing. Tr. 32; Clearview Ex. 6.

24. Mr. Taylor contacted Clearview on July 17, 2024, to inform the company that he had requested through PPL to drop Clearview as his EGS. Tr. 33.

25. Clearview did not receive a request from PPL to drop Clearview as his EGS. Tr. 33.

26. Based on its contact with Mr. Taylor on July 17, 2024, Clearview issued a drop request to PPL instructing it to drop Clearview as Mr. Taylor's EGS. Tr. 33; 47; PPL Ex. 2.

27. Mr. Taylor was enrolled with IGS as his EGS on July 18, 2024. Tr. 47; PPL Ex. 2.

28. Neither the welcome packet nor any of the subsequent notices sent to Mr. Taylor at his current address by Clearview were returned to Clearview as undeliverable. Tr. 34.

### DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosierey v. Margulies, 70 A.2d 854 (Pa. 1950). As a matter of law, a Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code, the Commission’s regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701. In this proceeding, Mr. Taylor filed a Complaint seeking legal relief. Mr. Taylor, therefore, has the burden of proof in this proceeding.

The gravamen of Mr. Taylor’s complaint is that his EGS was switched to Clearview without his consent. Tr. 13. He testified that he first noticed his EGS had been switched to Clearview in the March/April 2024 timeframe. Tr. 13. He acknowledged, however, that he did not regularly review his electricity bills prior to that timeframe and that he did not know when the switch actually occurred. Tr. 13, 18. He testified that he just assumed that IGS was still his electricity supplier because he had IGS as his natural gas supplier. Tr. 14. Mr. Taylor is disputing charges incurred on his account from March/April 2024, when he first noticed the switch, to August 2024, when he was re-enrolled with IGS. Tr. 14.

Clearview presented the testimony of Nicole Steele, the company's Chief Administrative Officer. Tr. 20. She testified that Clearview received an electronic notification from EnergyBot on November 18, 2022, which indicated that Mr. Taylor had enrolled with Clearview for its Clear Guarantee 12-Plus plan. Tr. 22-24; Clearview Ex. 2. Ms. Steele explained that EnergyBot is a licensed electricity marketer/broker in Pennsylvania. Tr. 22, 27. She testified that when Clearview receives such a notification from a third-party broker, it verifies that all of the required information has been provided and that the plan to which the customer enrolled is, in fact, available in the customer's area. Tr. 29. She explained that Clearview does not check the accuracy of the information it receives from the marketer/broker. Tr. 28, 29, 38. Ms. Steele testified that, as a licensed marketer/broker, EnergyBot is responsible for complying with all Commission enrollment and information verification regulations and requirements. Tr. 29.

Ms. Steele testified that, upon receipt of the electronic notification from EnergyBot, Clearview sent to Mr. Taylor a welcome packet, which contained a welcome letter and the terms and conditions of the service to which he had enrolled. Tr. 30; Clearview Ex. 3. The welcome materials confirmed that Mr. Taylor had enrolled in Clearview's Clear Guarantee 12-Plus plan, pursuant to which he was charged a fixed monthly fee of \$9.99, plus 10.90 cents per kWh, for 12 months. Tr. 24; Clearview Ex. 3. The welcome packet was sent to Mr. Taylor at his current address. Tr. 30. Ms. Steele stated that Mr. Taylor did not contact Clearview after the welcome packet was sent to him. Tr. 31.

Ms. Steele testified that, in addition to the initial welcome packet, Clearview sent to Mr. Taylor a renewal notice on October 10, 2023, which informed him that the initial 12-month plan was coming to an end, and that if he did not act, he would be switched to a month-to-month plan at a variable rate. Tr. 31, 32; Clearview Ex. 4. Further, on October 24, 2023, Clearview sent him an options notice which set forth his various options for continuing service with Clearview. Ms. Steele explained that this notice also informed Mr. Taylor that, with no action from him, he would be switched to a month-to-month plan at

a variable rate. Tr. 31. Ms. Steele stated that Mr. Taylor did not contact Clearview after the subsequent notices were sent to him. Tr. 32.

Ms. Steele also testified that Clearview sent to Mr. Taylor variable rate change notices on December 27, 2023, and April 26, 2024, which indicated that his variable rate was changing. Tr. 32; Clearview Ex. 6. Ms. Steele testified that neither the initial welcome packet nor any of the subsequent notices sent to Mr. Taylor were returned to Clearview as undeliverable. Tr. 34.

Finally, Ms. Steele explained that Clearview was contacted by Mr. Taylor on July 17, 2024, at which time he stated that he had requested with PPL to drop Clearview as his electricity supplier. Tr. 33. Ms. Steele testified that Clearview did not receive any notification from PPL that he had dropped Clearview as his supplier. Accordingly, Clearview issued a drop request to PPL, indicating that Clearview should be dropped as Mr. Taylor's electricity supplier. Tr. 33. She testified that Mr. Taylor's last day of service with Clearview was July 22, 2024. Tr. 33.

PPL presented the testimony of Dana Delong, a Senior Customer Service Representative with the company. Ms. Delong sponsored several PPL business records as exhibits, including a customer account activity statement (PPL Ex. 1) and a customer contact summary (PPL Ex. 2). She testified that PPL's records contain a notation dated November 21, 2022, which indicates that Mr. Taylor enrolled with Clearview for electricity supply service. Tr. 47; PPL Ex. 2. She further testified that the company's records contain a notation dated July 17, 2024, which indicates that he had dropped Clearview as his electricity supplier. Tr. 47; PPL Ex. 2. Finally, she testified that a notation dated July 18, 2024, indicates that IGS was added as his electricity supplier. Tr. 47; PPL Ex. 2. The evidence presented by PPL is consistent with the evidence presented by Clearview.

After a thorough review of the record evidence, I am unable to conclude that Mr. Taylor has proven by a preponderance of the evidence that his electricity supplier was improperly switched to Clearview without his consent. As indicated above, he testified that he did not consent to the switch. Tr. 13. He stated that, although he first noticed that Clearview was his electricity supplier in the March/April 2024 timeframe, he did not know when the switch to Clearview occurred. Tr. 13. He also acknowledged that he did not regularly review his bills. Tr. 18. Other than merely stating his belief that the switch occurred without his consent, he presented no other evidence proving that either Clearview or PPL acted improperly or otherwise violated the Public Utility Code or a Commission Order or regulation.

The evidence presented by Clearview and PPL, on the other hand, indicates no improper or illegal actions by either company related to the switch of Mr. Taylor's EGS from IGS to Clearview in November 2022. As noted above, Clearview processed an electronic request which indicated that Mr. Taylor enrolled with Clearview via a licensed third-party marketer/broker. It processed the request and sent him a welcome packet with the terms and conditions of the service to which he enrolled. At the end of the 12-month fixed rate period, Clearview sent Mr. Taylor a renewal notice and an options notice, both of which explained to him that if he did not take action to renew or change his service, he would automatically be switched to a month-to-month plan at a variable rate. Clearview's witness explained that the welcome packet and all subsequent notices were sent to Mr. Taylor's current address and that he did not contact the company after any of the notices were sent. Mr. Taylor had ample opportunity to question or challenge the switch at or near the time it occurred but failed to do so. It was not until Clearview was contacted by him in July of 2024 that Clearview became aware of his intention to switch his EGS from them back to IGS, which action was promptly completed at that time. The record evidence simply does not support a finding that either Clearview or PPL acted improperly relating to the switch to Clearview in November of 2022, or otherwise violated the Public Utility Code or a Commission regulation or order.

## CONCLUSION

For the reasons set forth above, I find that Mr. Taylor failed to meet his burden of proof to demonstrate that his electricity supplier was improperly switched without his consent, or that the Respondents violated any Commission regulations or orders, or company tariff provisions. Accordingly, Mr. Taylor's Complaint is dismissed.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and parties to this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.
3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).
4. The Complainant failed to meet his burden of proof to demonstrate that his electricity supplier was improperly switched without his consent or that the Respondents violated the Public Utility Code, a Commission regulation or order, or a company tariff provision.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Willie Taylor in Willie Taylor v. Clearview Electric, Inc., Interstate Gas Supply, Inc. d/b/a IGS Energy and PPL Electric Utilities Corporation at Docket Number F-2024-3052017 is hereby dismissed.
2. That the Secretary's Bureau shall mark the proceeding at Docket No. F-2024-3052017 as closed.

Date: June 11, 2025

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/s/  
Steven K. Haas  
Administrative Law Judge