

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Harrisburg, Pennsylvania 17120

Willie Taylor
v.
**Clearview Electric, Inc., PPL Electric
Utilities Corporation, and Interstate Gas
Supply, LLC d/b/a IGS Energy**

Public Meeting held August 14, 2025
3052017-ALJ
Docket No. F-2024-3052017

MOTION OF VICE CHAIR KIMBERLY BARROW

On November 4, 2024, Mr. Willie Taylor filed a Formal Complaint against PPL Electric Utilities Corporation (PPL), Interstate Gas Supply, LLC, d/b/a IGS Energy (IGS Energy), and Clearview Electric, Inc. (Clearview) alleging slamming. He requested that the extra charges for the unauthorized switch be removed from his account.

On January 31, 2025, counsel for IGS Energy filed a Certificate of Satisfaction, stating that Taylor and IGS Energy have resolved their issues raised in the Formal Complaint.

An evidentiary hearing was held on February 11, 2025 and an Initial Decision was issued on June 11, 2025 dismissing the Formal Complaint. The Administrative Law Judge (ALJ) found that Clearview processed an electronic request in November 2022 which indicated that Taylor enrolled with Clearview via a licensed third-party broker/marketer. 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 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. Taylor testified that he did not become aware of the switch until March/April 2024.

I agree with the ALJ's dismissal of the Formal Complaint as it relates to PPL and IGS. However, the nuance of this case is that a third-party broker/marketer, EnergyBot,¹ completed the enrollment, and purportedly the verification, and that Clearview did not complete its own verification.² Of concern, the Clearview witness testified that Clearview has no control over the enrollment and verification process of the marketer/broker, but simply confirms that all information is completed and that the plan offered is still valid.³ Clearview pays the broker/marketer a commission for the enrollment.⁴

¹ EnergyBot operates under the name of Blitz Ventures, Inc. and holds a license as a broker/marketer with the Commission at Docket No. A-2018-2647582. *Application of Blitz Ventures LLC for Approval to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as a Broker/Marketer*, Docket No. A-2018-2647582 (Order entered May 3, 2018)(Order modified via Secretarial Letter dated January 28, 2019).

² Hearing Transcript, pgs. 21-22, 24-25 (February 11, 2025).

³ Hearing Transcript, pg. 28-29.

⁴ Hearing Transcript, pg. 27.

Section 54.43(f) of the Commission’s Regulations provides that “A licensee is responsible for any fraudulent deceptive or other unlawful marketing or billing acts performed by the licensee, its employes, agents or representatives.”⁵ The Commission’s Regulations further define an agent as:

A person who conducts marketing or sales activities, or both, on behalf of a licensed supplier. The term includes an employee, a representative, an independent contractor or a vendor. The term also includes subcontractors, employees, vendors and representatives not directly contracted by the supplier who conduct marketing or sales activities on behalf of the supplier.⁶

The plain language of the Regulation does not include an exception for a licensed entity or third-party broker/marketer. Additionally, Section 111.7 provides:

(a) A supplier shall establish a written, oral or electronic transaction process for a customer to authorize the transfer of the customer’s account to the supplier.

(1) A document used to complete a transaction must include a means to identify, when an agent is involved, the agent who completed the transaction and a notation indicating whether the transaction was the result of:

(i) A door-to-door call or other in-person contact with an agent.

(ii) A telephone contact with an agent.

(iii) A written document completed and mailed to a supplier by a customer outside the presence of, or without interaction with, an agent.

(iv) An electronic document completed and uploaded to a supplier’s web site or e-mailed to a supplier by a customer outside the presence of, or without interaction with, an agent.

(2) A supplier shall provide a copy of documentation used in a customer transaction to the Commission upon request.

(b) A supplier shall establish a process to verify a transaction that involved an agent. The process shall confirm that the customer authorized the transfer of the customer’s account to the supplier.⁷

This case may present the Commission with the novel questions of whether a third-party broker/marketer can be an agent of an electric generation supplier (EGS) in the residential customer space, and how the use of a third-party broker/marketer impacts an EGS’s obligation to complete a customer verification upon enrollment.⁸ Notably, EnergyBot was not added to the

⁵ 52 Pa. Code § 54.43(f).

⁶ 52 Pa. Code § 111.2.

⁷ 52 Pa. Code § 111.7.

⁸ I am aware of one case which Clearview cited to in its Answer and New Matter. Clearview Electric, Inc.’s Answer and New Matter (filed November 27, 2024)(citing *Hickory Hollow Farms c/o Lamar Harnish v. Liberty Power*

case and thus a remand is appropriate to add EnergyBot as an indispensable party. Some facts which would aid the Commission in rendering its decision include the relationship between Clearview and EnergyBot, the relationship between Taylor and EnergyBot, and whether EnergyBot completed a verification.

THEREFORE, I MOVE THAT:

1. The Initial Decision of Administrative Law Judge Steven K. Haas dated June 11, 2025 is affirmed in part and reversed in part, consistent with this Motion.
2. The portion of the Initial Decision of Administrative Law Judge Steven K. Haas dated June 11, 2025 which relates to PPL Electric Utilities Corporation is affirmed. PPL Electric Utilities Corporation is dismissed from further proceedings.
3. The portion of the Initial Decision of Administrative Law Judge Steven K. Haas dated June 11, 2025 which relates Interstate Gas Supply, LLC d/b/a IGS Energy is affirmed. Interstate Gas Supply, LLC d/b/a IGS Energy is dismissed from further proceedings.
4. The matter of Willie Taylor v. Clearview Electric, Inc., PPL Electric Utilities Corporation, and Interstate Gas Supply, LLC d/b/a IGS Energy is remanded to the Office of Administrative Law Judge to add Blitz Ventures, Inc. d/b/a EnergyBot as an indispensable party. The scope of the remand shall include but is not limited to soliciting facts on the relationships between the parties and the purported verification and enrollment of Willie Taylor by Blitz Ventures, Inc. d/b/a EnergyBot.
5. The Commission's Office of Special Assistants shall prepare an Order consistent with this Motion.



August 14, 2025

Kimberly Barrow, Vice Chair

Holdings LLC and Unified Energy Alliance LLC, Docket No. C-2016-2559494 (Initial Decision issued July 5, 2017; affirmed by Commission Order dated August 31, 2017)); *see also* Clearview Exhibit 1. However, *Hickory Hollow Farms* is distinguishable from the instant matter in that the case involved a commercial account and the ALJ found that Unified Energy admitted to the allegations in the complaint and amended complaint after it failed to timely file an answer. The ALJ granted Hickory Hollow Farms' motion for default judgement and ordered a \$1,000 civil penalty. Thus, the question of agency and obligation to complete a verification were not addressed.