

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held August 14, 2025

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Willie Taylor

F-2024-3052017

v.

Clearview Electric, Inc.
PPL Electric Utilities, Corporation
Interstate Gas Supply, LLC d/b/a IGS Energy

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Steven K. Haas, issued on June 11, 2025, dismissing the Formal Complaint (Complaint) of Willie Taylor (Mr. Taylor or the Complainant) against Clearview Electric, Inc. (Clearview), Interstate Gas Supply, Inc. d/b/a IGS Energy (IGS), and PPL Electric Utilities Corporation (PPL) (collectively, the Companies) in the above-captioned proceeding. Exceptions to the Initial Decision have not been filed. However,

we shall exercise our right to review the Initial Decision, pursuant to Section 332(h) of the Public Utility Code (Code), 66 Pa.C.S. § 332(h). For the reasons stated below, we shall: (1) affirm, in part, and reverse, in part, the ALJ’s Initial Decision; (2) affirm the portions of the Initial Decision which relate to PPL and IGS; (3) dismiss PPL and IGS from further proceedings; and (4) remand this matter to the OALJ to add Blitz Ventures, Inc., d/b/a EnergyBot (EnergyBot), a licensed electricity marketer/broker in Pennsylvania, as an indispensable party. As discussed below, we shall direct that the scope of the remand shall include, but not be limited to, soliciting facts on the relationships between the Parties, and the purported verification and enrollment of Mr. Taylor by EnergyBot, consistent with this Opinion and Order.

I. History of the Proceeding

On November 4, 2024, Mr. Taylor filed the instant Complaint against the Companies.¹ In his Complaint, Mr. Taylor alleged that his electric generation supplier (EGS) was switched from IGS to Clearview without his consent.² As relief, Mr. Taylor requested that the amounts he was billed by Clearview be removed from his account. Complaint at 2-3; I.D. at 2.

On November 27, 2024, Clearview filed a timely Answer and New Matter (Clearview Answer) to the Complaint. In its Answer, Clearview asserted, *inter alia*, that

¹ We note that the Commission’s case management system indicates the Complaint was received November 4, 2024, but was not served on the Parties until November 7, 2024. Therefore, pursuant to 52 Pa. Code § 5.61(a), the Companies were provided twenty (20) days, or until November 27, 2024, to file an Answer to the Complaint.

² The Complaint is a timely appeal of an informal decision of the Commission’s Bureau of Consumer Services (BCS), issued on October 2, 2024, at BCS Case No. 4001212, which dismissed the Complainant’s informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a). I.D. at 2; *see also* Request for Formal Complaint Forms, filed on October 18, 2024.

on November 18, 2022, the Complainant enrolled with Clearview via EnergyBot's website. Clearview continued that upon receipt of Mr. Taylor's enrollment from EnergyBot, Clearview sent the Complainant a welcome letter and a copy of his terms of service. Further, Clearview averred that during a phone conversation on July 17, 2024, Mr. Taylor informed Clearview that he had requested a drop with his utility, PPL. Clearview continued that it advised the Complainant that no drop transaction had been received from PPL. Moreover, Clearview averred that on July 17, 2024, it had submitted a drop request to PPL and, consequently, Mr. Taylor's last day of service from Clearview was July 22, 2024, as determined by PPL. Clearview Answer at 2-3; I.D. at 2.

Also, on November 27, 2024, IGS filed a timely Answer (IGS Answer) to the Complaint. In its Answer, IGS denied that it had violated the Code, the Commission's Regulations, or the terms of its contract with the Complainant. IGS asserted that Mr. Taylor became a customer of IGS in August 2019. IGS continued that on November 11, 2022, it received a drop notice for the Complainant's account. Further, IGS asserted that on July 15, 2022, Mr. Taylor enrolled with IGS via the internet, and on July 23, 2024, the contract began. Moreover, IGS noted that the Complainant's account remains active with IGS. IGS Answer at 1-2; I.D. at 2-3.

Also, on November 27, 2024, PPL filed a timely Answer (PPL Answer) to the Complaint, wherein PPL averred, *inter alia*, that its actions related to the switch of the Complainant's default electric service were compliant with the Commission's Regulations and its Commission-approved tariff. PPL Answer at 2-3; I.D. at 2.

On January 31, 2025, IGS filed a Certificate of Satisfaction with the Commission, wherein IGS indicated that it had satisfied Mr. Taylor's Complaint against IGS. I.D. at 3.

On February 11, 2025, an Initial Telephonic Hearing was held, as scheduled.³ Mr. Taylor appeared *pro se*, testified on his own behalf, and did not offer any exhibits. Counsel appeared on behalf of Clearview and presented the testimony of one witness, Ms. Nicole Steele, Chief Administrative Officer of Clearview, who sponsored six exhibits (Clearview Exh. Nos. 1-6), all of which were admitted into the record without objection.⁴ Counsel appeared on behalf of PPL and presented the testimony of one witness, Ms. Dana Delong, Senior Customer Service Representative with PPL, who sponsored three exhibits (PPL Exh. Nos. 1, 2, and 4), all of which were admitted into the record.⁵ IGS did not participate in the hearing. The record consists of a 69-page hearing transcript, Clearview's six exhibits, and PPL's three exhibits. I.D. at 3.

On March 10, 2025, ALJ Haas closed the record, upon his receipt of the hearing transcript. I.D. at 3.

On June 11, 2025, the Commission issued the Initial Decision of ALJ Haas, wherein the ALJ dismissed the Complaint based upon his finding that the Complainant failed to meet his burden of proof to demonstrate that PPL or Clearview violated the Code or a Commission Order or Regulation. I.D. at 1, 10-11.

As previously noted, no Exceptions to the Initial Decision have been filed.

³ By Initial Telephonic Hearing Notice January 3, 2025: (1) the instant matter was assigned to ALJ Haas; and (2) an Initial Telephonic Hearing was scheduled for February 11, 2025. I.D. at 3. On January 8, 2025, ALJ Haas issued a Prehearing Order for Telephonic Hearing, which explained the procedural rules that would govern the evidentiary hearing scheduled.

⁴ See Tr. at 20, 36.

⁵ See Tr. at 42, 50.

II. Discussion

A. Legal Standards

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Code, 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant, as the party seeking relief, must show that the Companies are responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by the Companies. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, to rebut the evidence of the Complainant, shifts to the Companies. If the evidence presented by the Companies is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant now has to provide some additional evidence to rebut that of the Companies. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the

party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Finally, we note that any argument that we do not specifically delineate 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*, 625A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

B. Initial Decision

In his Initial Decision, ALJ Haas made twenty-eight (28) Findings of Fact and reached four (4) Conclusions of Law. I.D. at 3-7, 11. We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

At the outset, the ALJ noted that the most serious allegation in Mr. Taylor's Complaint was his assertion that his EGS was switched to Clearview without his consent. The ALJ noted Mr. Taylor's testimony that he: (1) first noticed his EGS had been switched to Clearview around March or April of 2024; (2) did not regularly review his electricity bills prior to the March/April 2024 timeframe; (3) was not aware of when the EGS switch occurred; and (4) was under the impression that IGS remained his electricity supplier because his natural gas supplier was IGS. Further, the ALJ noted that the Complainant is disputing the charges incurred on his account from March/April 2024 (when Mr. Taylor first noticed the EGS switch) through August 2024 (when Mr. Taylor was re-enrolled with IGS). I.D. at 7 (citing Tr. at 13-14, 18).

The ALJ noted that Clearview's witness, Ms. Steele, testified that:

(1) Clearview received an electronic notification from EnergyBot on November 18, 2022, which indicated that the Complainant had enrolled with Clearview for its Clear Guarantee 12-Plus plan; (2) EnergyBot is a licensed electricity marketer/broker in Pennsylvania; (3) upon receipt of an electric notification from a third-party broker, Clearview will verify that the required information has been provided and that the plan to which the customer enrolled is actually available in the customer's area; (4) Clearview does not verify the accuracy of the information it receives from the marketer/broker; and (5) EnergyBot, as a licensed marketer/broker, is responsible for complying with all Commission enrollment and information verification regulations and requirements. I.D. at 8 (citing Tr. at 20, 22-24, 27-29, 38; Clearview Exh. 2).

The ALJ also noted Ms. Steele's testimony that, upon receipt of the electronic notification from EnergyBot, Clearview sent a welcome packet to the Complainant at his current address. Further, the ALJ noted that the welcome materials included: (1) a welcome letter and the terms and conditions of the service; and (2) confirmation 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. Moreover, the ALJ noted Ms. Steele's statement that after Clearview sent the welcome packet to Mr. Taylor, he did not contact Clearview. I.D. at 8 (citing Tr. at 24, 30-31; Clearview Exh. 3).

The ALJ also noted Ms. Steele's testimony that on October 10, 2023, Clearview sent a renewal notice to the Complainant, which informed Mr. Taylor that: (1) the initial 12-month plan was coming to an end; and (2) if he did not act, then he would be switched to a month-to-month, variable rate plan. Further, the ALJ noted Ms. Steele's testimony that on October 24, 2023, Clearview sent the Complainant an options notice, which informed Mr. Taylor about his options for continuing service with Clearview, and that, if he took no action, then he would be switched to a

month-to-month, variable rate plan. Moreover, the ALJ noted Ms. Steele's testimony that after Clearview sent the renewal notice and options notice to Mr. Taylor, he did not contact Clearview. I.D. at 8-9 (citing Tr. at 31-32; Clearview Exh. 4).

Additionally, the ALJ noted Ms. Steele's testimony that Clearview sent variable rate change notices to the Complainant on December 27, 2023, and on April 26, 2024, and both notices informed Mr. Taylor that his variable rate was changing. Further, the ALJ noted Ms. Steele's testimony that the initial welcome packet materials and the subsequent notices sent to the Complainant were not returned to Clearview as undeliverable. I.D. at 9 (citing Tr. at 32, 34; Clearview Exh. 6).

Next, the ALJ further noted Ms. Steele's testimony that: (1) on July 17, 2024, the Complainant contacted Clearview, stating that he had requested with PPL to drop Clearview as his EGS; (2) Clearview did not receive any notification from PPL that the Complainant had dropped Clearview as his EGS; (3) Clearview issued a drop request to PPL, indicating that Clearview should be dropped as Mr. Taylor's EGS; and (4) Mr. Taylor's last day of service with Clearview was July 22, 2024. I.D. at 9 (citing Tr. at 33).

The ALJ further noted that PPL's witness, Ms. Delong, sponsored several business records as exhibits, including a customer account activity statement and a customer contact summary. I.D. at 9 (citing PPL Exhs. 1-2). Further, the ALJ noted Ms. Delong's testimony that PPL's records include: (1) a notation dated November 21, 2022, which indicates that the Complainant enrolled with Clearview as his EGS; (2) a notation dated July 17, 2024, which indicates that the Complainant had dropped Clearview as his EGS; and (3) a notation dated July 18, 2024, which indicates that IGS was added as the Complainant's EGS. Moreover, the ALJ highlighted that the evidence presented by PPL is consistent with the evidence presented by Clearview. I.D. at 9 (citing Tr. at 47; PPL Exh. 2).

The ALJ found that the Complainant failed to prove, by a preponderance of the evidence, that his EGS was improperly switched to Clearview without his consent. The ALJ highlighted Mr. Taylor's testimony that he did not consent to the EGS switch and, although the Complainant first noticed that Clearview was his EGS in the March/April 2024 timeframe, he was unaware of when the switch to Clearview occurred. The ALJ also pointed to the Complainant's acknowledgement that he did not regularly review his bills. The ALJ concluded that beyond the Complainant stating his belief that the switch occurred without his consent, Mr. Taylor presented no other evidence to prove that either Clearview or PPL acted improperly or otherwise violated the Code or a Commission Order or Regulation. I.D. at 10 (citing Tr. at 13, 18).

The ALJ also found that the evidence presented by Clearview and PPL indicated no improper or illegal actions relating to the switch of Mr. Taylor's EGS from IGS to Clearview in November of 2022. The ALJ observed that Clearview:

- (1) processed an electronic request which indicated that the Complainant had enrolled with Clearview via a licensed third-party marketer/broker;
- (2) sent the Complainant a welcome packet with the terms and conditions of the service;
- and (3) sent the Complainant a renewal notice and an options notice at the end of the 12-month fixed rate period, and both notices informed Mr. Taylor that if he did not take action to renew or change his service, then he would automatically be switched to a month-to-month plan at a variable rate.

Further, the ALJ highlighted that Clearview's witness, Ms. Steele, explained that: (1) the welcome packet and all subsequent notices were sent to the Complainant's current address; and (2) Mr. Taylor did not contact Clearview after any of the notices were sent.

The ALJ reasoned that the Complainant failed to question or challenge the EGS switch at or near the time the switch took place despite having an ample opportunity to do so. Further, the ALJ pointed out that Clearview had not become aware of the Complainant's intention to switch his EGS from Clearview back to IGS until he

contacted Clearview in July of 2024 and, consequently, Clearview promptly switched Mr. Taylor's EGS. Accordingly, the ALJ found that the record evidence did not support a finding that Clearview or PPL acted improperly relating to the Complainant's EGS switch to Clearview in November of 2022, or otherwise violated the Code or a Commission Regulation or Order. I.D. at 10.

Accordingly, ALJ Haas concluded that the Complainant failed to meet his burden of proof to demonstrate that: (1) his EGS was improperly switched without his consent; and (2) Clearview or PPL violated any tariff provisions or any Commission Regulations or Orders. Accordingly, ALJ Haas dismissed the Complaint. I.D. at 11.

C. Disposition

On review of the record in this proceeding, we agree with the ALJ's dismissal of the Complaint as it relates to PPL and IGS. However, the nuance of this case is that a third-party broker/marketer, EnergyBot, completed the enrollment, and purportedly the verification, and that Clearview did not complete its own verification.⁶ Tr. at 21-22, 24-25. Of concern, Clearview's witness, Ms. Steele, 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. Tr. at 28-29. Clearview pays the broker/marketer a commission for the enrollment. Tr. at 27.

⁶ We note that EnergyBot operates under the name Blitz Ventures, Inc. (Blitz) and holds a license as a broker/marketer with the Commission, at Docket No. A-2018-2647582. *See 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).

Section 54.43(f) of the Commission’s Regulations, 52 Pa. Code § 54.43(f), 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.” 52 Pa. Code § 54.43(f). The Commission’s Regulation at Section 111.2, 52 Pa. Code § 111.2, further defines 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.

52 Pa. Code § 111.2. The plain language of the Regulation does not include an exception for a licensed entity or third-party broker/marketer. Additionally, Section 111.7 of the Commission’s Regulations, 52 Pa. Code § 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 [...]

52 Pa. Code § 111.7(a)(1)-(2),(b).

In view of the above, this case may present the Commission with the novel questions of whether a third-party broker/marketer can be an agent of an EGS in the residential customer space, and how the use of a third-party broker/marketer impacts the obligation of an EGS to complete a customer verification upon enrollment. Notably, EnergyBot was not added to this case.

Accordingly, we shall remand this matter to the ALJ for further proceedings. In our view, a remand is appropriate to add EnergyBot as an indispensable party. Some facts which would aid the Commission in rendering a decision include: (1) the relationship between Clearview and EnergyBot; (2) the relationship between the Complainant and EnergyBot; and (3) whether EnergyBot completed a verification.

III. Conclusion

Based on our review of the record documents in this proceeding, we shall: (1) affirm, in part, and reverse, in part, the ALJ's Initial Decision; (2) affirm the portions of the ALJ's Initial Decision which relate to PPL and IGS; (3) dismiss PPL and IGS from further proceedings; and (4) remand this matter to the OALJ to add EnergyBot as an indispensable party. The scope of the remand shall include, but shall not be limited to,

soliciting facts on the relationships between the Parties, and the purported verification and enrollment of Mr. Taylor by EnergyBot, consistent with this Opinion and Order;
THEREFORE,

IT IS ORDERED:

1. That the Initial Decision of Administrative Law Judge Steven K. Haas, issued on June 11, 2025, at Docket No. F-2024-3052017 is affirmed, in part, and reversed, in part, consistent with this Opinion and Order.
2. That the portion of the Initial Decision of Administrative Law Judge Steven K. Haas, issued on June 11, 2025, which relates to PPL Electric Utilities Corporation, is affirmed.
3. That PPL Electric Utilities Corporation is dismissed from further proceedings.
4. That the portion of the Initial Decision of Administrative Law Judge Steven K. Haas, issued on June 11, 2025, which relates to International Gas Supply, LLC d/b/a IGS Energy, is affirmed.
5. That International Gas Supply, LLC d/b/a IGS Energy is dismissed from further proceedings.

6. That this proceeding be remanded to the Office of Administrative Law Judge to add Blitz Ventures, Inc. d/b/a EnergyBot as an indispensable party, and 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, consistent with this Opinion and Order.

BY THE COMMISSION,



Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: August 14, 2025

ORDER ENTERED: August 25, 2025